

ANNEXURE-A
[See rule 9]
Agreement for Sale

THIS AGREEMENT FOR SALE (AGREEMENT) executed on thisday
of.....Two Thousand Twenty-Three (2023);

BY AND BETWEEN

(1) PULAK GHOSH (PAN AFTPG5724P) ADHAR: 4235 1149 1427)son of Late Ahindra Kumar Ghosh, by faith Hindu, by Occupation Business, by Nationality Indian, residing at Premises No. 21, Barwaritala Road, Kolkata- 700 010, Police Station Beliaghta, Post Office Beliaghata **(2) DIPA GHOSH (PAN AGVPG9716A) (ADHAR : 7379 2625 9733)**wife of late Alok Ghosh, by faith Hindu, by Occupation Housewife, by Nationality Indian, residing at Premises No. 21, Barwaritala Road, Kolkata- 700 010, Police Station Beliaghta, Post Office Beliaghata, **(3) AURKOPRAVO GHOSH (PAN AQUPG3158P) (ADHAR: 9178 6648 0796)** son of Late Alok Kumar Ghosh, by faith Hindu, by Occupation Business, by Nationality Indian, residing at Premises No. 21, Barwaritala Road, Kolkata- 700 010, Police Station Beliaghta, Post Office Beliaghata **(4) SOMA GHOSH (PAN AIJPG9882B) (3644 3106 2783)**wife of Late Soumendra Ghosh, by faith Hindu, by Occupation Housewife, by Nationality Indian, residing at Premises No. 21, Barwaritala Road, Kolkata- 700 010, Police Station Beliaghta, Post Office Beliaghata **(5) TAMANUD GHOSH (PAN CAQPG8724H) (ADHAR: 7077 1786 5840),** son of Late Soumendra Ghosh, by faith Hindu, by Occupation Business, by Nationality Indian, residing at Premises No. 21, Barwaritala Road, Kolkata- 700 010, Police Station Beliaghta, Post Office Beliaghata **(6) MANABENDRA GHOSH (PAN ADNPG3259M)(ADHAR: 6222 6361 0855)** son of Late Samarendra Kumar Ghosh by faith Hindu, by Occupation Business, by Nationality Indian, residing at Premises No. 21, Barwaritala Road, Kolkata- 700 010, Police Station Beliaghta, Post Office Beliaghata, hereinafter referred to as the hereinafter jointly and collectively called and referred to as the **“OWNERS/VENDORS”** (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed

to mean and include their heirs, executors, legal representatives, administrators and/or assigns) of the **FIRST PART**. The Owners of the First Part are represented by their constituted Attorney **AJMIR TOWER PRIVATE LIMITED [PAN AAICA6902G] [CIN NO. U70102WB2010PTC142724]**, a Private Limited Company incorporated in accordance with the provisions of the Companies Act 2013, having its Registered Office at Premises No. 1C, East Coolia Road, Kolkata - 700 010, Post Office Beliaghata, Police Station Beliaghata, previously at the Premises No. B/153/1/H/1, Beliaghata Main Road, Post Office and Police Station Beliaghata, Kolkata - 700 010, represented by one of its Director **SRI RAJU NASKAR [PAN ADSPN9015D] [AADHAR NO. 6827 1577 2633]**, son of Sri Gobinda Naskar, by Occupation Business, by faith Hindu, by Nationality Indian, residing at Premises No. 150, Raja Rajendra Lal Mitra Road, Post Office and Police Station Beliaghata, Kolkata - 700 010, by virtue of Development Power of Attorney was registered at the office of the Additional District Sub Registrar Sealdah and recorded in Book No. I, Volume No. 1606-2018, Pages from 75330 to 75380, Being No. 160602287 for the year 2018 on 24.05.2018, and Power of Attorney dated 05.07.2023, registered at the office of Additional District Sub Registrar Sealdah, recorded in Book No. I, Volume No. 1606-2023, Pages from 67758 to 67780, Being Deed No. 160602517 for the year 2023.-

(collectively Owners, which expression shall include its successors-in-interest)

A N D

AJMIR TOWER PRIVATE LIMITED [PAN AAICA6902G] [CIN NO. U70102WB2010PTC142724], a Private Limited Company incorporated in accordance with the provisions of the Companies Act

2013, having its Registered Office at Premises No. 1C, East Coolia Road, Kolkata 700 010, Post Office Beliaghata, Police Station Beliaghata, previously at the Premises No. B/153/1/H/1, Beliaghata Main Road, Post Office and Police Station-Beliaghata, Kolkata-700 010, represented by one of its Director **SRI RAJU NASKAR [PAN ADSPN9015D] [AADHAR NO. 6827 1577 2633]**, son of Sri Gobinda Naskar, by Occupation Business, by faith Hindu, by Nationality Indian, residing at Premises No. 150, Raja Rajendra Lal Mitra Road, Post Office and Police Station-Beliaghata, Kolkata-700 010, hereinafter called and referred to as **“DEVELOPER/PROMOTER”** (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), of the **SECOND PART**.

(**Promoter**, which expression shall include its successors and assigns and/or assigns)

A N D

_____ hereinafter called and referred to as the **“PURCHASER/ALLOTTEE”** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include her respective heirs successors, executors, administrators, legal representatives and assigns) of the **THIRD PART**.

(collectively Allottees, which expression shall include his/her heirs, executors, administrators, successors-in-interest and permitted assigns)

INTERPRETATIONS/DEFINITIONS:

For the purpose of this agreement for sale, unless the context otherwise requires,-

- a) "Act" Means the West Bengal Housing Industry Regulation Act 2017, (West Ben. Act XLI of 2017).
- b) "Rules" Means the West Bengal Housing Industry Regulation Rules 2018 made under the West Bengal Housing Industry Regulation Act 2017.
- c) "Regulation" means the Regulations made under the West Bengal Housing Industry Regulation Act 2017.
- d) "Section" means a section of the Act.

WHEREAS

A. Sale by Priyanath Mitra:- one Priyanath Mitra, son of Mohan Chandra Mitra, resident of 15, Barwaritala Road, in the town of the then Calcutta seized, possessed of and/or otherwise well sufficiently entitled to land **being the Vendor** therein sold, transferred and assigned and parted with possession the land admeasuring **18 Cottah 14 Chittack more or less**, along with structure standing thereon lying and situated at **Premises No. 15, Barwaritala Road, Beliaghata, presently known and numbered as Premises No. 21, Barwaritala Road**, under Mouza Paschim Kulia, Dihi Panchannagram, Touzi Sabek 1298, Hal 2833, Division- 3, Sub Division-15, **Holding No 38/39/40A/75**, Barwaritala Road, Police Station Beliaghata, Office of Sub Registrar Sealdah, presently under Ward No. 34, Kolkata-700 010 in favor of **Harendra Kumar Ghosh** son of Gopal Chandra Ghosh resident of 7, Sura Third Lane, 24 Parganas being **the Purchaser** therein by virtue of Bengali Kobala dated 18.02.1915 morefully described in Book No. 1, Volume No. 8, Pages 188 to 191 **Being No. 473 for the year 1915** registered with Sub-Registrar, Sealdah, 24 Parganas.

- B. Sale by Mahendra Kumar Das and others:-** the Owners **Mahendra Kumar Das, Manindra Kumar Ghosh, Aswani Kumar Das and Akshay Kumar Das** all sons of Uma Chara Das resident of **20, Barwaritala Road** the seized, possessed of and/or otherwise well sufficiently entitled to land sold transferred and assigned and parted with possession the land admeasuring **4 Cottah 9 Chittack (more or less)** along with structure standing thereon under Mouza Kulia, Dihi Panchannagram, Touzi Sabek 1298, Hal 2833 Division-3 Sub Division-15, **Holding No 1, Sabek 14 and Hal 20, being Premises No. 20, Barwaritala Road, Beliaghata**, Police Station Beliaghata, Office of Sub Registrar Sealdah, presently under Ward No. 34, within the ambit of Kolkata Municipal Corporation, Kolkata- 700 010 in favor of **Harendra Kumar Ghosh** son of Gopal Chandra Ghosh resident of 7, Sura Third Lane, 24 Parganas being **the Purchaser** therein by virtue of **Bengali Kobala dated 9.10.1931** morefully described in Book No. 1, Volume No. 29 Pages 189 to 195, **Being Deed No. 1777 for the year 1931** registered with Sub-Registrar, Sealdah, 24 Parganas.
- C. Sale by Ashoke Kumar Ghosh and another: - Ashoke Kumar Ghosh and** seized, possessed of and/or otherwise well sufficiently entitled to land **being the Vendor** therein, **Bhutnath Ghosh being the confirming party** sold transferred and assigned and parted with possession the land admeasuring **5 Cottah 5 Chittack seized and possessed of 5 Cottah 6 Chittack 25 Sq.Ft. (more or less)** under Mouza Kulia, Dihi Panchannagram, Touzi Sabek 1928, Hal 2833, Division 3, Sub Division 15, Holding No. 78, **lying and situated at Premises No. 19, Barwaritala Road**, previously 13 Barawaritala Road, Beliaghata, Calcutta Police Station Beliaghata, Office of Sub Registrar Sealdah, presently under Ward No. 34, within the ambit of Kolkata Municipal Corporation, Kolkata- 700 010 in favour of **Samarendra Kumar Ghosh**, son of Birendra Kumar Ghosh **having 50%** share of the schedule property and **Ahindra Kumar Ghosh, and Jahirendra Kumar Ghosh @ Jahar Kumar Ghosh**, both are sons of Dhirendra Kumar Ghosh **having 25%** share each all are resident of 21, Barwaritala Road, the then Calcutta

by virtue of Bengali Kobala morefully described in **Book No. 1, Volume No. 25, Pages 143 to 150, Being No. 755 for the year 1973** registered with Sub-Registrar, Sealdah, 24 Parganas.

D. Absolute Ownership of Land:- Hence the said **Harendra Kumar Ghosh** became the absolute owner of land measuring **18 Cottah 14 Chittack (more or less)**, and **4 Cottah 9 Chittack (more or less)** being premises No. 15, Barwaritala Road, **presently known and numbered as Premises No. 21, Barwaritala Road**, and 20, Barwaritala Road respectively and the said Samarendra Kumar Ghosh, Ahindra Kumar Ghosh and Jahirendra Kumar Ghosh became the owners of land measuring of **5 Cottah 6 Chittack 25 Sq.Ft. (more or less)** being premises No. 19, Barwaritala Road having total land measuring **28 Cottah 13 Chittack 25 Sq.Ft (more or less)**, under Mouza Kulia, Dihi Panchannagram, Touzi Sabek 1928, Hal 2833, Division 3, Sub Division 15, Holding No. 78, lying and situated at Premises No. 19, 20, 21, Barwaritala Road, Police Station Beliaghata, Office of Sub Registrar Sealdah, presently under Ward No. 34, within the ambit of Kolkata Municipal Corporation, Kolkata- 700 010, hereinafter referred to as the **SAID PROPERTY, morefully and particularly described in the SCHEDULE, written hereunder**, as purchased by the said **Harendra Kumar Ghosh and Samarendra Kumar Ghosh, Ahindra Kumar Ghosh and Jahirendra Kumar Ghosh** respectively. It is pertinent to mention that Premises No. 15, Barwaritala Road has been renumbered as Premises No. 21, Barwaritala Road and the present owners have been paying rates and taxes to Kolkata Municipal Corporation accordingly.

E. Demise of Harendra Kumar Ghosh:- The said Harendra Kumar Ghosh who was also all along and at the time of his death, a Hindu male, guided and governed by Dayabhaga School of Hindu law, died intestate on or about 17th October, 1947, leaving behind his two sons namely **Birendra Kumar Ghosh and Dhirendra Kumar Ghosh** who inherited the entire estate left by the said **Harendra Kumar Ghosh** (since Deceased) **jointly and equally** as his wife namely Himangini Ghosh predeceased him on 17th October, 1946 as per the provisions of Hindu Succession Act, 1956 in respect of land area of **18 Cottah 14 Chittack (more or**

less), and 4 Cottah 9 Chittack being premises No. 15, Barwaritala Road (presently known as Premises No. 21, Barawaritala Road) and 20, Barwaritala Road, Kolkata – 700 010, under Police Station Beliaghata respectively.

F. Demise of Birendra Kumar Ghosh: - The said Birendra Kumar Ghosh died intestate on **13th August, 1987**, leaving behind his wife **Binapani Ghosh** and one son **Samarendra Ghosh** and two daughters namely **Hashi Ghosh and Arati Dutta**. The said **Binapani Ghosh** died on 19th January, 1989. The said **Birendra Ghosh** bequeathed his undivided $\frac{1}{2}$ share, unto and in favour of **Samarendra Kumar Ghosh** his son by way of his Last Will and Testament, which came into effect after his death. The said **Samarendra Ghosh** filed Probate Case Probate Case No. 22/93 and thus by virtue of Grant of Probate dated **4th February, 1999**, the said **Samarendra Kumar Ghosh** became the absolute owner of the undivided $\frac{1}{2}$ share of **Birendra Kumar Ghosh** as the said Hashi Ghosh and Arati Dutta submitted their consent petition and admitted that they have received whatever they are entitled to receive under the aforesaid Will and accordingly Probate has been granted in favour of the said Samarendra Kumar Ghosh as the testamentary Owner in respect of the property.

G. Demise of Dharendra Kumar Ghosh: - The said Dharendra Kumar Ghosh died on 26.09.1982, leaving behind and/or survived by his two sons namely **Ahindra Kumar Ghosh and Jahindra Kumar Ghosh** as the wife of Dharendra Kumar Ghosh namely Pankaj Basini Ghosh predeceased on 02.11.1937. The said Dharendra Kumar Ghosh executed a Will and Testament on 4th September, 1981, which was registered in the office of Sub Registrar Sealdah, morefully described in Book No. III, Volume No. 2, Pages 103 to 107, being Deed No. 74 for the year 1981, whereby the said **Dharendra Kumar Ghosh** bequeathed his undivided $\frac{1}{2}$ share unto and in favour of his two sons namely **Ahindra Kumar Ghosh and Jahirendra Kumar Ghosh**, equally, each having undivided $\frac{1}{4}$ share in respect of the property. The said Ahindra Ghosh and Jahindra Kumar Ghosh, being the Executors filed Probate Case of the Said Will vide Probate Case

No. 246/91 and thus by virtue of Grant of Probate dated 14th June, 1996, the said Ahindra Ghosh and Jahindra Kumar Ghosh became the absolute owner of the share of Dharendra Kumar Ghosh.

H. Demise of Ahindra Kumar Ghosh:- The said **Ahindra Kumar Ghosh** died intestate on **23rd May, 2011**, leaving behind his wife Maya Ghosh and two sons **Alok Ghosh and Pulak Ghosh** as his only legal heirs and successors who all after demise of Ahindra Kumar Ghosh, became the absolute owners, well seized and possessed of and sufficiently entitled to undivided 1/4th share of Ahindra Kumar Ghosh, each having undivided 1/3rd of undivided 1/4th which is undivided 1/12th share in respect of **18 Cottah 14 Chittack (more or less)**, and **4 Cottah 9 Chittack (more or less)** being premises No. 15, Barwaritala Road, **presently known and numbered as Premises No. 21, Barwaritala Road**, and 20, Barwaritala Road respectively and **5 Cottah 5 Chittack seized and possessed of 5 Cottah 6 Chittack 25 Sq.Ft. (more or less)** being premises No. 19, Barwaritala Road having total land measuring **28 Cottah 12 Chittack (more or less)**, under Mouza Kulia, Dihi Panchannagram, Touzi Sabek 1928, Hal 2833, Division 3, Sub Division 15, Holding No. 78, lying and situated at Premises No. 19, 20, 21, Barwaritala Road, Police Station Beliaghata, Office of Sub Registrar Sealdah, presently under Ward No. 34, within the ambit of Kolkata Municipal Corporation, Kolkata- 700 010, hereinafter referred to as the **SAID PROPERTY, morefully and particularly described in the SCHEDULE, written hereunder.**

I. Demise of Jahirendra Kumar Ghosh: - The said **Jahirendra Kumar Ghosh** died on **21.10.2012**, leaving behind his wife namely Kum Kum Ghosh. The said Jahirendra Kumar Ghosh executed a Will and Testament on 29th September, 2012, registered in the office of Additional District Sub Registrar Sealdah, recorded in Book No. III, CD Volume No. 1, Pages 1405 to 1475, being Deed No. 00146 for the year 2012 whereby and where under the said Jahirendra Kumar Ghosh bequeathed all his undivided 1/4th shares in respect of Premises No. 19, Barwaritala Road, and 1/4th shares in respect of Premises No. 20

& 21 Barawarital Road, unto and in favour of Dipa Ghosh wife of Alok Ghosh. The said Dipa Ghosh filed a Probate Case being No. 5/2013, and by virtue of **Grant of Probate dated 14th August, 2013**, the said Dipa Ghosh became the owner of undivided $\frac{1}{4}$ share of Jahirendra Kumar Ghosh in respect of Premises No. 19, Barwaritala Road, and Premises No. 20 and 21 Barawarital Road, Kolkata.

- J. Demise of Samarendra Kumar Ghosh:-** The said Samarendra Kumar Ghosh died intestate on **27.10.2010**, leaving behind his two sons namely **Soumyendra Ghosh and Manabendra Ghosh** as his legal heirs and/or successors, who became the absolute owners of the share of **Samarendra Ghosh** as left by him, as his wife **Priti Ghosh** predeceased him.
- K. Demise of Soumeyendra Kumar Ghosh:-** The said Soumeyendra Kumar Ghosh died intestate on **13.01.2018** leaving behind his wife **Soma Ghosh** and his son **Tamanud Ghosh**, as his legal heirs and successors, who became the undivided $\frac{1}{4}$ share of Soumeyendra Ghosh, each having undivided $\frac{1}{8}$ share in respect of the **Said Property** being total land measuring **28 Cottah 12 Chittack (more or less)**, under Mouza Kulia, Dihi Panchannagram, Touzi Sabek 1928, Hal 2833, Division 3, Sub Division 15, Holding No. 78, lying and situated at Premises No. 19, 20, 21, Barwaritala Road, Police Station Beliaghata, Office of Sub Registrar Sealdah, presently under Ward No. 34, within the ambit of Kolkata Municipal Corporation, Kolkata- 700 010, **morefully and particularly described in the SCHEDULE, written hereunder.**
- L. Gift by Maya Ghosh :** The aforesaid Maya Ghosh by virtue of **Registered Deed of Gift dated 8th May, 2018, registered in the office of Additional District Sub Registrar, recorded in Book No. I, Volume No. 1606-2018 Pages 63314 to 63341 being Deed No. 160601975 for the year of 2018, gifted and bequeathed ALL THAT undivided 1/12th share being ALL THAT** piece and parcel of land admeasuring an area of **1132.5**

Sq.Ft.in respect of land area **18 Cottah 14 Chittack** equivalent to **13,590 Sq.Ft, more or less**, along with structure standing thereon lying and situated at **Premises No. 15, Barwaritala Road, presently known and numbered as Premises No. 21, Barwaritala Road, Beliaghata**, under Mouza PaschimKulia, DihiPanchannagram, Touzi Sabek 1298, Hal 2833, Division- 3, Sub Division-15, Police Station Beliaghata, Office of Sub Registrar Sealdah, presently under Ward No. 34, Kolkata- 700 010, unto and in favour of her son Pulak Ghosh.

M. Gift by Maya Ghosh : The aforesaid Maya Ghosh by virtue of Registered Deed of Gift dated 8th May, 2018, registered in the office of Additional District Sub Registrar, recorded in Book No. I, Volume No. 1606-2018, Pages 63263 to 63286 being Deed No. 160601973 for the year of 2018, gifted and bequeathed ALL THAT undivided 1/12th share being ALL THAT piece and parcel of land admeasuring an area of 324.58 Sq.Ft. (more or less) out of total land measuring 3895 Sq.Ft. seized and possessed of 5 Cottah 6 Chittack 25 Sq.Ft. (more or less) under MouzaKulia, DihiPanchannagram, TouziSabek 1928, Hal 2833, Division 3, Sub Division 15, Holding No. 78, lying and situated at Premises No. 19, Barwaritala Road, previously 13 Barawaritala Road, Post Office and Police Station Beliaghata Kolkata- 700 010 under Ward No. 34, within the ambit of Kolkata Municipal Corporation, unto and in favour of her son Pulak Ghosh.

N. Gift by Maya Ghosh : The aforesaid Maya Ghosh by virtue of Registered Deed of Gift dated 8th May, 2018, registered in the office of Additional District Sub Registrar Sealdah, recorded in Book No. I, Volume No. 1606-2018 Pages 63287 to 63313 being Deed No. 160601974 for the year of 2018, gifted and bequeathed ALL THAT undivided 1/12th share being ALL THAT piece and parcel of land admeasuring an area of 273.75 Sq.Ft. (more or less) in respect of land area 4 Cottah 9 Chittack(more or less) equivalent to 3285 Sq. Ft, along with structure standing thereon under MouzaKulia, DihiPanchannagram, Touzi Sabek 1298, Hal 2833 Division-3 Sub Division-15, Holding No 1, Sabek 14 and Hal 20, being

Premises No. 20, Barwaritala Road, Beliaghata, Police Station Beliaghata, Office of Sub Registrar Sealdah, presently under Ward No. 34, within the ambit of Kolkata Municipal Corporation, Kolkata- 700 010 unto and in favour of her son Pulak Ghosh.

O. Absolute Ownership:- the said **Alok Ghosh, Pulak Ghosh, Dipa Ghosh, Manabendra Ghosh, Soma Ghosh and Tamanud Ghosh** have become the absolute owners, well seized and possessed of and/or well sufficiently entitled to **ALL THAT** piece and parcel of land measuring **28 Cottah 13 Chittack 25 Sq.Ft (more or less)**, under Mouza Kulia, Dihi Panchannagram, Touzi Sabek 1928, Hal 2833, Division 3, Sub Division 15, Holding No. 78, lying and situated at Premises No. 19, 20, 21, Barwaritala Road, Police Station Beliaghata, Office of Sub Registrar Sealdah, presently under Ward No. 34, within the ambit of Kolkata Municipal Corporation, Kolkata- 700 010, hereinafter referred to as the **SAID PROPERTY.**

P. Mutation:- The said **Samarendra Kuamr Ghosh, Ahindra Kumar Ghosh, Jahirendra Kumar Ghosh**, since deceased mutated their names in the records of Kolkata Municipal Corporation in respect of **Premises No. 21, Barwaritala Road and Premises No. 19, Barwaritala Road, being Assessee No. 110340400185 and Assessee No. 110340400161.** Further the said **Ahindra Kumar Ghosh and Jahirendra Ghosh**, mutated their names in the records of Kolkata Municipal Corporation in respect of **Premises No. 20, Barwaritala Road, being Assessee No. 110340400175 and had been possessing and enjoying peacefully therein.**

Development Agreement : said Pulak Ghosh, Dipa Ghosh, Soma Ghosh, Tamanud Ghosh and Manabendra Ghosh the land owners along with our another co-sharer namely Alok Ghosh, since deceased, entered into a Development Agreement with the Developer dated 21st May, 2018, registered at the office of the Additional District Sub Registrar Sealdah, recorded in Book No. I, Volume No. 1606-2018, Pages from 71599 to 71668, Being Deed No. 160602196 for the year 2018, over and in respect of Premises No. 19, 20 and 21 Barwaritala Road, Kolkata 700 010,

under Police Station Beliaghata, under Ward No. 34, within the ambit of Kolkata Municipal Corporation District South 24 Parganas for construction of a new building containing residential flats and commercial units over and in respect of the morefully and particularly described in the **SCHEDULE**, written hereunder on certain terms and conditions mentioned therein.

- Q. Development Power :** The said Owners along with Alok Ghosh since deceased under Development Power of Attorney dated 24.05.2018, was registered at the office of the Additional District Sub Registrar Sealdah and recorded in Book No. I, Volume No. 1606-2018, Pages from 75330 to 75380, Being No. 160602287 for the year 2018 on 24.05.2018, empowered the Developer to do all necessary acts and deeds including sanction of building plan in order to develop the **SAID PROPERTY**, morefully and particularly described in the **FIRST SCHEDULE**, written hereunder and to sell, transfer and convey the respective units from the Developer's Allocation.
- R. Amalgamation :** By virtue of amalgamation vide Case No. M/034/22-Jan-19/2705 dated 22/01/2019, the aforesaid Premises No. 19, 20 and 21, Barwaritala Road, Kolkata 700 010, has been amalgamated and now known and numbered as Premises No. 21, Barwaritala Road, Kolkata 700 010, being the new Assessee No. 110340400185, within the ambit of Kolkata Municipal Corporation District South 24 Parganas, and measure about **ALL THAT** piece and parcel of land admeasuring an area about **28 Cottah 13 Chittack 25 Sq.Ft (more or less)**, more or less, lying and situated at Premises No. 21, Barwaritala Road, under Police Station Beliaghata, Kolkata 700 010, under Ward No. 34, within the ambit of Kolkata Municipal Corporation District South 24 Parganas, hereinafter referred to as the **SAID PROPERTY**, morefully and particularly described in the **FIRST SCHEDULE**, written hereunder.
- S. Death of Alok Ghosh :** The said Alok Ghosh died on 14.04.2023, leaving behind his wife Dipa Ghosh and his son Aurokopravo Ghosh as his only legal heir and successor, who became entitled to the share as left by Alok Ghosh since deceased as per the

provisions of the Hindu Succession Act, 1956 and became the Co-Sharer with the other Owners. Upon amalgamation the Owners namely Pulak Ghosh, Dipa Ghosh, Aurkaprovo Ghosh, Soma Ghosh, Tamanud Ghosh and Manabendra Ghosh herein are the joint owners of the **SAID PROPERTY**, morefully and particularly described in the **SCHEDULE**, written hereunder.

T. New Power of Attorney: The said legal heir of Aurkoprovo Ghosh and Pulak Ghosh and others executed new Power of Attorney in favour of the Developer vide Power of Attorney dated 05.07.2023, registered at the office of Additional District Sub Registrar Sealdah, recorded in Book No. I, Volume No. 1606-2023, Pages from 67758 to 67780, Being Deed No. 160602517 for the year 2023.

- A. The Promoter has applied for sanction Plan before the said Kolkata Municipal Corporation and obtained sanction building plan being Permit No. 2023030050 by payment of necessary fees and charges and started construction by demolishing the existing structure thereon.
- B. The promoter has obtained the final layout plan, sanctioned plan, specification and approvals for the project and also for the apartment, plot or building, as the case may be from Kolkata Municipal Corporation (Please insert the name of the concerned competent authority). The promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable.
- C. The Promoter has applied to register the project under the provisions of the Act with the West Bengal REAL ESTATE REGULATORY AUTHORITY at West Bengal on 3rd August, 2021 under RERA REGISTRATION NO.:_____
- D. The Allottee had applied for an apartment in the Project vide application no._____ and has been allotted Apartment no. _____, Type _____ **BHK** on the _____ **Floor**, of _____ ("Building") admeasuring _____

_____square feet carpet area corresponding to _____square feet super built area (Balcony area _____square feet) along with garage/covered parking space as permissible under the applicable law and of pro rata share in the common areas ("Common Area") as defied under clause (m) of section 2 of the Act (hereinafter referred to as the "Apartment" more particularly described in Schedule-A and the floor plan or the apartment is annexed hereto and marked as Schedule-B); and the manner in which the Owner has acquired right title and interest in the schedule property is described in schedule A 1 hereunder written

- E. The Parties have gone through all the terms & conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- F. The Parties hereby confirm that they are signing this Agreement with full knowledge of the all laws, rules, regulations, notifications etc. applicable to the Project.
- G. 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;
- H. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the [Apartment/Plot] and the garage/covered parking (if applicable) as specified in Para G.

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

1. **TERMS :**

Subject to the terms & conditions as detailed in this Agreement, the Promoter hereby agrees to sell to the Allottee(s) and the Allottee(s) hereby agrees to purchase, the [Apartment / Plot] as specified in Para 'G'

The Total Price for the [Apartment] based on the carpet area is

Rs. _____ **(Rupees**
 _____ **only) ("Total Price")**

Block/Building/ Tower: "" Apartment No.: _____, Type: _____ BHK Floor: _____	Rs. _____ -
Car Parking: _____	N.A.
Legal Charges:	Rs. _____/-
At the time of agreement	Rs. _____/-
At the time of possession	Rs. _____/-
Advance Maintenance for 1 year(@ Rs./ Square Feet)	Rs. _____/-
Corpus fund for Maintenance (@ Rs. ___/ Square Feet)	Rs. _____/-
Association Formation Cost	Rs. _____/-
Electrical infrastructure of Project	As per actual
Taxes as applicable	Rs. ___/-
Total amount payable	Rs. ___/-

Explanation:

- (i) The Total Price above includes the booking amount paid by the allottee to the Promoter towards the [Apartment / Plot.]
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of G.S.T. and Cess or any other similar taxes which may be levied, in connection with the construction of the Project

payable by the Promoter, by whatever name called) upto the date of the handing over the possession of the Apartment/Plot to the allottee and the Project to the association of allottees or the competent authority, as the case may be, after obtaining the completion certificate;

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

- (iii) The Promoter shall periodically intimate to the Allottee(s), the amount payable as stated in (i) above and the Allottee(s) shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee (s) 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 recovery of price of land, construction of, not only the Apartment but also, the common areas,

internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows and firefighting equipment in the common areas, maintenance charges as per Para. II etc. and includes cost for providing all other facilities, amenities and specification to be provided within the Apartment and the Project.

The Total Price is escalation free, save and except increases which the Allottee(s) 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(s) for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/ order/ rules/ regulations to that effect along with the demand letter being issued to the Allottee(s), which shall only be applicable on subsequent payments:

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

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 instalments payable by the Allottee(s) by discounting such early payments @ 0.5 % per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee(s) by the Promoter.

It is agreed that the Promoter shall not make any addition and alteration in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at Schedule 'D' and Schedule 'E' (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected)

in respect of the Apartment/building, as the case may be, without the previous written consent of the Allottee(s) as per the provisions of the Act:

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

(Applicable in case of Apartment) The Promoter shall confirm to the final carpet areas that has been allotted the Allottee after in construction of the building is complete and the occupancy certificate the granted by the competent authority, by furnishing details of the charges, if any in the carpet area. The Total Price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If the there is reduction in the carpet area than the Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the Apartment, allotted to the Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in Schedule C. All these monetary adjustments shall be made at the same rate per square feet as agreed in Para 1.2 of this agreement.

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

- (i) The Allottee(s) shall have exclusive ownership of the Apartment;
- (ii) The Allottee(s) shall also have undivided proportionate share in the common areas. Since the share/ interest of Allottee(s) in the common areas is undivided and cannot be divided or separated, the Allottee(s) shall use the common areas, along with other occupants and maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall handover the common areas to the association of allottees after duly obtaining the completion certificate from the competent authority 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, electrical connectivity to the Apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per Para 11 etc. and includes cost for providing all other facilities, amenities and specification to be provided within the Apartment and the Project;

- (iv) It is made clear by the Promoter and the Allottee agrees that the Apartment 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 accept for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottee(s) of the Project.

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

Allottee(s) or any liability, mortgage loan and interest thereon before transferring the Apartment to the Allottee(s), the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings/ dues 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 _____ 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 at [Schedule C] as may be demanded by the Promoter within the time and manner specified therein.

Provided that if the Allottee(s) delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules.

2. **MODE OF PAYMENT:**

Subject to the terms of the agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the payment plan [through account payee cheque / demand draft/ banker's cheque or online payment (as applicable)] in favour of **AJMIR TOWER PRIVATE LIMITED**.

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

The Allottee, if residence outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act,1999 ('FEMA'), Reserve Bank of India Act, 1934 ('RBI' Act) and the Rules and Regulation made there under or any statutory amendments or modifications made thereof and all others applicable laws including that of remittance of payment, acquisition/ sale/ transfer of immovable properties in India etc. and provide the Promoter with such permission, approval which would enable the Promoter to fulfil its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management

Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulation 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 may be liable for any action under Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

The Promoter accepts no responsibility in regard to matters specified in Para 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoters 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 Allottee and such third party shall not have any right in the application/allotment of the said Apartment apply for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

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

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

5. **TIME IS ESSENCE :**

The Promoter shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the [Apartment] to the Allottee and the common areas to the Association of allottees or the competent authority, as the case may be.

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

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Apartment and accepted the floor plan, payment plan and the specification, amenities and facilities annexed

along with this Agreement which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities, Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent authorities and shall also strictly abide by the bye-laws, FAR, and density norms and provisions prescribed by the Housing Industry Regulation Act (Please insert the relevant State Laws) and shall not have an option to make any variation/ alteration/ modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of this Agreement.

7. POSSESSION OF THE APARTMENT / PLOT: Schedule for possession of the said [Apartment / Plot] –

The Promoter agrees and understands that timely delivery of possession of the [Apartment] to the Allottee and the common areas to the Association of allottees or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to handover possession of the [Apartment] along with ready and complete common areas with all specifications, amenities and facilities of the Project in place on or before 11.12.2028 if unless there is delay or failure due to war, flood, drought, fire, cyclone earthquake or any other calamity caused by nature effecting the regular development of the real estate project (“Force Majeure”). If, however, the completion of Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the [Apartment].

Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee(s) 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(s) the entire amount received by the Promoter from the Allotment within 45 days from that date. The Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agreed that he/ she shall not have any rights, claims etc. against the Promoter and the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

Procedure for taking possession- The Promoter, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the [Apartment], to the Allottee(s) in terms of this Agreement to be taken within 2 (two) months from the date of issue of occupancy certificate. [Provided that, in the absence of local law, the conveyance deed in favor of the Allottee shall be carried out by the Promoter within three months from the date of issue of occupancy certificate]. The Promoter agrees and undertakes to indemnify the Allottee(s) in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter.

The Allottee(s), after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/ Association of Allottees, as the case may be, after the issuance of completion certificate for the Project. The Promoter shall handover the occupancy certificate of the Apartment, as the case may be, to the Allottee at the time of conveyance of the same.

Failure of Allottee to take possession of [Apartment]- Upon receiving a written intimation from the Promoter as per Para 7.2 above, the Allottee(s) shall take possession of the [Apartment] from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoter shall give possession of the [Apartment] to the Allottee(s). In case the Allottee(s) fails to take possession within the time provided as per Para 7.2 above, such Allottee shall continue to be liable to pay maintenance charges as specified under Para 7.2 above.

Possession by the Allottee- After obtaining the occupancy certificate* and handing over physical possession of the [Apartment] to the Allottee, it shall be the responsibility of the Promoter to handover the necessary documents and plan, including common areas to the Association of allottees or the competent authority, as the case may be, as per the local laws:

[Provided that, in the absence of any local law, the Promoter shall handover the necessary documents and plans, including common areas, to the Association of allottees or the competent authority, as the case may be, within thirty days after obtaining the completion certificate].

Cancellation by Allottee- The Allottee(s) shall have the right to cancel/withdraw his allotment in the Project as provided in the Act: Provided that where the Allottee(s) proposes to cancel/withdraw from the Project without any fault of the Promoter, the Promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the Allottee(s) shall be returned by the Promoter to the Allottee(s) within forty-five days of such cancellation. The Allottee shall bear the registration charges and stamp duty and incidental charges for registering any Deed of Cancellation.

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

Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the said [Apartment] (i) in accordance with the terms of this Agreement, duly completed by the date specified in Para 7.1 above; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the provisions of the Act; or for any other reason; the Promoter shall be liable, on demand to the Allottee, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the [Apartment], with interest including compensation in the manner as provided under the Act within forty-five days of it becoming due:

Provided that where if the Allottee does not intent to withdraw from the Project the Promoter shall pay the Allottee interest for every month of delay, till the handing over of the possession of the [Apartment], which shall be paid by the Promoter to the Allottee within forty-five days of it becoming due.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

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

- (i) The Promoter has absolute, clear and marketable title with respect to the said Land and the requisite rights to carry out development upon

the said Land and absolute, actual, physical and legal possession of the said Land for the Project.

- (ii) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project;
- (iv) There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the [Apartment/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(s) 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(s) 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(s) in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the [Apartment/Plot] to the Allottee(s) and the common areas to the association of allottees or the competent authority, as the case may be;
- (x) The Schedule Property is not the subject matters 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 till the completion certificate has been issued and possession of the Apartment along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee and the Association of allottees or the competent authority, as the case may be;
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project.

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

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

- (i) The Promoter fails to provide ready to move in possession of the [Apartment /Flat] to the Allottee(s) within the time period specified in Para 7.1 above in this Agreement or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this Para, 'ready to move in possession' shall mean that the Apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority;
- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

In case of default by the Promoter under the conditions listed above, Allottee(s) is entitled to the following: -

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

only thereafter the Allottee(s) be required to make the next payment without any interest; or

- (ii) The Allottee(s) 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(s) under any head whatsoever towards the purchase of the Apartment, along with interest within forty-five days of receiving the termination notice:

Provided that where an Allottee(s) does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the [Apartment], which shall be paid by the Promoter to the Allottee within forty-five days of it becoming due.

The Allottee(s) shall be considered under a condition of default, on the occurrence of the following events:

- (i) In case the Allottee(s) fails to make payments for two consecutive demands made by the Promoter as per the payment plan annexed hereto, despite having been issued notice in that regard, the Allottee(s) shall be liable to pay interest to the Promoter on the unpaid amount at the rate prescribed in the Rules.
- (ii) In case of default by Allottee under the conditions listed above continues for a period beyond three consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the [Apartment] in favour of the Allottee(s) and refund the money paid to him by the Allottee(s) by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated:

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

10. CONVEYANCE OF THE SAID APARTMENT/ PLOT :

The Promoter, on receipt of Total Price of the [Apartment] as per Para 10.2 under the Agreement from the Allottee shall execute a conveyance deed and convey the title of the [Apartment] together with proportionate indivisible share in common areas within three months from the date

of issuance of the occupancy certificate and the completion certificate, as the case may be, to the Allottee:

[Provided that, in absence of local law, the conveyance deed in favour of the Allottee shall be carried out by the Promoter within three months from the date of issue of occupancy certificate].

However, in case the Allottee(s) fails to deposit the stamp duty, registration charges within the period mentioned in the demand notice, letter, the Allottee(s) authorises the Promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee(s).

11. MAINTENANCE OF THE SAID BUILDING/ APARTMENT/ PROJECT

: The Promoter shall be responsible for providing and maintaining the essential services in the Project, till the taking over of the maintenance of the Project by the Association of allottees upon the issuance of the completion certificate of the Project. The cost of such maintenance has been included in the Total Price of the [Apartment].

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 this Agreement relating to such development is brought to the notice of the Promoter within a period of 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 thirty days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee(s) 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 is/her right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the association of allottees (or the maintenance agency appointed by it) and performance by the Allottee of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of allottees from time to time.

14. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

The Promoter/ maintenance agency/Association of allottees shall have

rights of unrestricted access of all common areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Allottee(s) 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(s) and service areas:- The basement and service areas, if any, as located within the (Project name), shall be earmarked for purposes such as parking spaces and services including but not limited to transformer, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee(s) shall not be permitted to use the services areas and the easements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for used by the Association of allottees for rendering maintenance services.

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

Subject to Para 12 above, the Allottee(s) shall, after taking possession, be solely responsible to maintain the said [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 said building [Apartment], or the staircases, lifts, common passages, corridors, circulation areas, atrium or compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the said Apartment, and keep the said Apartment,, its walls and partitions, sewers, drains, pipes 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 grantees that he/ she would not put any sign-board/ name-plate, neon light, publicity material or advertisement material etc. on the façade of the building or anywhere on the exterior of the Project, building therein or common areas. The Allottee also not change the color scheme of outer wall or painting of the exterior side of windows or carry out any change in the exterior elevation or design. Further the Allottee shall store any hazardous or combustible goods in the [Apartment] or place any heavy material in the common passages or staircase of the building. The Allottee shall also not remove any wall, including the outer and load wall of the [Apartment].

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

17. **COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:**
The Parties are entering into this Agreement for the allotment of a [Apartment] with the full knowledge of all laws, rules, regulations, notifications applicable to the Project.

18. **ADDITIONAL CONSTRUCTIONS:**
The Promoter undertakes that it has no right to make additions or to put up additional structure anywhere in the Project after the building plan, layout plans sanction plan and specifications, amenities and facilities has been approved by the competent authorities and disclosed, except for as provided in the Act.

19. **PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:**
After the Promoter executes this Agreement he shall not mortgage or create a charge on the said [Apartment/ Building] and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage for charge shall not affect the right and interest of the Allottee(s) who has taken or agreed to take such [Apartment/ Building].

20. **APARTMENT OWNERSHIP ACT (OR THE RELEVANT STATE ACT):**
The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the Housing Industry Regulation Act (Please insert the name of the apartment ownership Act).

21. **BINDING EFFECT :**
Forwarding this Agreement to the Allottee(s) by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee(s) until, firstly, the Allottee(s) signs and delivers this Agreement with all the Schedules along with the payments due as stipulated in this

payment plan within thirty days from the date of receipt by the Allottee(s) and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee(s) and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee(s) for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee(s), application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee(s) in connection therewith including the booking amount shall be returned to the Allottee(s) 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/ 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 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 said [Apartment] and the Project shall equally be applicable to and enforceable against and by any subsequent Allottee of the [Apartment], in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

25. WAIVER NOT A LIMITATION TO ENFORCE:

The Promoter may, at its sole option and discretion, without prejudice to its rights as said out in this Agreement wave the breach by the

Allottee in not making payments as per the payment plan [Annexure C] including waving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other allottees.

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

26. SEVERABILITY:

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made 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 the Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and 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(s) has to make any payment, in common with other allottee(s) in the Project, the same shall be the proportion which the carpet area of the [Apartment] bears to the total carpet area of all the [Apartments/Plots] 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 completed only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, 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 at Sealdah or Registrar of Assurances at Kolkata Hence this Agreement shall be deemed to have been executed at the office of the Promoter.

30. **NOTICES:**

That all the 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:-

Promoter	Allottee/Purchaser
<p>JMIR TOWER PRIVATE LIMITED, (PAN: AAICA6902G), (CIN No.U70102WB2010PTC 142724), a Private Limited Company incorporated in accordance with the provisions of the Companies Act 2013, having its Registered Office at Premises No. 1C, East Coolia Road, Kolkata 700 010, Post Office Beliaghata, Police Station Beliaghata, previously at the Premises No. B/153/1/H/1, Beliaghata Main Road, Post Office and Police Station-Beliaghata, Kolkata-700 010.</p>	

It shall be the duty of the Allottee and promoter to inform each other of any changes 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 ALLOTTEE:

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 Allottee(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 Act and the Rules and Regulations made thereunder including other applicable laws of India for the time being in force.

33. DISPUTE RESOLUTION :

All or any dispute 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 discussions, failing which the same shall be settled under Arbitration and Conciliation Act 1996.

(Please insert any other terms and conditions as per contractual understanding between the Parties. However, please ensure that such additional terms and conditions are not in derogation of or inconsistent with the terms and conditions set out above or the Act and the rules and Regulations made thereunder.)

34. SAVINGS:

Any application letter, allotment letter, agreement, or any other document signed by the allottee, in respect of the apartment, plot or building, as the case may be, prior to the execution and registration of this agreement for sale for such apartment, plot or building, as the case may be, shall not be construed to limit the rights and interests of the allottee under the agreement for sale or under the Act the rules or the regulations made thereunder.

35. To be read with clause no. 1

- 1) The promoters shall be entitled to make changes/ modification/ amendment in the of the existing sanctioned Buildings (including by construction of additional floors and/or lateral expansion of the project), and the Allottee shall not raise or make any objection with regard thereto and the Allottee hereby consents to the same. The promoters confirms that the foundation of the buildings have been planned to take the entire load

of additional floors. It is clarified that the Promoter intend to convert / change the use of the building for commercial / mercantile / non-residential purposes and the same shall be of no concern to the Allottee (as the same doesn't affect the Residential Portion / said Premises) and the Allottee shall not raise or make any objection with regard thereto and the Allottee hereby consents to the same. In case of any additional construction the common right of the allottees shall be in respect of the ultimate roof of the building and for the purpose the right of the promoter to in respect of the roof for construction of additional floors shall remain with the promoter.

SCHEDULE-'A' -**DESCRIPTION OF THE [APARTMENT/PLOT] AND TILE GARAGE/COVERED PARKING (IF APPLICABLE) ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS**

Block/Building/ Tower No. " _____ "

Apartment no. _____

Area Carpet: _____ **Square Feet**, super built up:
_____ Square Feet, Balcony _____ **Square****Feet**Type _____ **BHK**

Floor _____

Car Parking : _____

Lying and situate at or upon **ALL THAT** piece and parcel of land measuring **28 Cottah 13 Chittack 25 Sq.Ft (more or less)**, under Mouza Kulia, Dihi Panchannagram, Touzi Sabek 1928, Hal 2833, Division 3, Sub Division 15, Holding No. 78, lying and situated at Premises No. 21, Barwaritala Road, Police Station Beliaghata, Office of Sub Registrar Sealdah, presently under Ward No. 34, within the ambit of Kolkata Municipal Corporation, Kolkata- 700 010, within ambit of Kolkata Municipal Corporation butted and bounded by.

ON THE NORTH BY: BARWARITALA ROAD

ON THE SOUTH BY: C.I. Shed, Shed
PRE. No. 18/H/11, BARWARITALA ROAD
PRE. No. 24E, BARWARITALA ROAD
PRE. No. 24D BARWARITALA ROAD &
PRE. No. 24C BARWARITALA ROAD

ON THE EAST BY: PRE. No. 18/H/11, BARWARITALA ROAD
PRE. No. 18/H/14, BARWARITALA ROAD

ON THE WEST BY: PRE. No. 22, BARWARITALA ROAD
PRE. No. 23/A/1, BARWARITALA ROAD
PRE. No. 23D BARWARITALA ROAD

SCHEDULE-'B' -**FLOOR PLAN OF THE APARTMENT**

SCHEDULE- 'C'**PAYMENT TERM****THE SCHEDULE 'C' ABOVE REFERRED TO
PAYMENT PLAN****Payment Schedule and Terms & Conditions****FLAT CHARGES**

<u>Sl. No</u>	<u>Payment Schedule</u>	<u>Amount</u>
1.	On Application and Booking	10% of Total Consideration + Applicable Tax
2.	On Execution of Agreement for Sale	10% of Total Consideration + Applicable Tax
3.	On Completion of Foundation	10% of Total Consideration + Applicable Tax
4.	On Completion of Ground Floor Roof Casting	10% of Total Consideration + Applicable Tax
5.	On Completion of 1 st Floor Roof Casting	10% of Total Consideration + Applicable Tax
6.	On Completion of 2 nd Floor Roof Casting	10% of Total Consideration + Applicable Tax
7.	On Completion of 3 rd Floor Roof Casting	05% of Total Consideration + Applicable Tax
8.	On Completion of 4 th Floor Roof Casting	05% of Total Consideration + Applicable Tax
9.	On Completion of 5 th Floor Roof Casting	05% of Total Consideration + Applicable Tax
10.	On Completion of 6 th Floor Roof Casting	05% of Total Consideration + Applicable Tax
11.	On Completion of 7 th Floor Roof Casting	05% of Total Consideration + Applicable Tax
12.	On Completion of Partition Work of said Unit	05% of Total Consideration + Applicable Tax
13.	On Completion of Flooring of said Unit	05% of Total Consideration + Applicable Tax
14.	On Completion of Outside Plaster of Building	03% of Total Consideration + Applicable Tax
15.	On Offer of Possession	02% of Total Consideration + Applicable Tax

NOTE:

1. In case of delay in payment an interest @ State bank of India prime lending rate plus 2% p.m. will be charged extra on failure of payment as per schedule.
2. In case of dishonour of any cheque paid by the Allottee, the bank charges arising out of such dishonour of such cheque shall also be paid by the Allottee.
3. In case of cancellation of agreement due to any circumstances the GST amount shall not be refunded to the Allottee.

**SCHEDULE- 'D' -
SPECIFICATIONS, AMENITIES, FACILITIES
(WHICH ARE PART OF THE APARTMENT)**

Foundation	:	Pile foundation with RCC Structure
Wall - Internal	:	Brick/block masonry.
External	:	Thick brick/block masonry
Doors	:	Quality wooden frames with solid core flush doors.
Windows	:	Colour anodized / Powder coated aluminium sliding windows with clear glass.
Living/Dining / Bedroom/ Kitchen	:	Floor - vitrified Tiles in room /Wooden Flooring in MBR/Marble in living & dining. Granite slab with stainless steel sink. Wall tiles up to 2 (two) feet height above counter.

Toilets	: Hot and Cold water line provision with CPVC pipes, , Wooden Door CP fittings including Health Faucet of Essco/Parryware/Hindware/ similar . Dado of ceramic tiles up to door height. Sanitary ware with ceramic cistern and basin of Essco /Parryware /Hindware / similar Pipes of Supreme/Ashirvad . Floor – Marble
Electricals	: a) Concealed Havells copper wiring with modular Havells switches. b) One Refrigerator point, One TV point, Three Lights and One fan point and One foot-lamp point in Living room. c) Three Light Points, one Fan Point, one TV points in all bedrooms. One bed switch with Two Plug points. d) One light point, One Fan point in all toilets. One Geyser point in common toilet. e) One point for chimney, One point for Mixer grinder, One point for Microwave and One light point in kitchen. f) Intercom point in Living room. g) One AC point at master bed room. h) One washing machine point and One light point at balcony. i) Modern MCBs of Havells.
Interior finish	: Plaster of Paris over plastered walls.
Exterior finish	: Quality Exterior Paint

Lift Facility	:	Automatic elevator from reputed brand.
The lay out and specification contained in the brochure are tentative and subject to alteration/ modification on account of technical reason without any reference		

IN WITNESS WHEREOF parties herein above named have set their respective hands and signed this Agreement for sale at 1C, East Coolia Road, Kolkata P.O.-Beliaghata, P.S.- Beliaghata, Pin-700010 in the presence of attesting witness, signing as such on the day first above written.

[The 'Schedule' to this Agreement for Sale shall be as agreed to between the Parties].

IN WITNESS WHEREOF parties herein above 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 IN THE PRESENCE OF:**

- 1.
- 2.

OWNER'S

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

- 1.
- 2.

PROMOTER:

**SIGNED AND DELIVERED BY
THE WITHIN NAMED:**

1.

2.

ALLOTTEE:

MEMO OF CONSIDERATION

_____only)

SIGNATURE OF THE WITNESS

1.

2.

SIGNATURE OF THE PROMOTER

