

AGREEMENT FOR SALE

THIS AGREEMENT IS MADE ON THIS THE _____ DAY OF _____ TWO THOUSAND AND TWENTY TWO (2022)

BY AND BETWEEN

Prakash Builders Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at P-3, New CIT Road, TirettyBazar, Post Office C.R. Avenue, Police Station Bowbazar, Kolkata- 700073 [PAN AABCP9479N], represented by its Authorised Signatory **Sri Vishal Sureka** , S/o Sri Vishwanath Sureka [PAN: ALMPS8656F & Aadhaar NO. 9961 9827 8632], of 6, Hastings Park Road, Post Office Alipore, Police Station Alipore, Kolkata- 700027, hereinafter called the "**DEVELOPER**"(which expression shall unless executed by or repugnant to the context be deemed to include its heirs, executors, administrators, representatives and assigns) of the **FIRST PART.**

AND

(1) Sri _____ Son of _____ (PAN No. _____)(AADHAAR NO. _____), by Faith- Hindu, By Occupation- SERVICE, By Nationality- Indian, and, by Faith- Hindu, By Nationality- Indian, all are residing at _____ Road , _____ , Kolkata - 700_____, District - _____ 24 Parganas , West Bengal, hereinafter referred to as the "**BUYERS**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their heirs, executors, administrators, successors-in-interest and permitted assigns) of the **SECOND PART.**

(1) **Ila Ghosh**, wife of Late Bhawani Sankar Ghosh, residing at 9B, Sitaram Ghosh Street, Post Office Ram Mohan, Police Station Amherst Street, Kolkata-700009 [PAN ADTPG6766D], (2) **Abhijit Ghosh**, son of Late Bhawani Sankar Ghosh, residing at 9B, Sitaram Ghosh Street, Post Office Ram Mohan, Police Station Amherst Street, Kolkata-700009 [PAN AEAPG1306H], (3) **Nabanita Bose**, wife of Sujoy Base and daughter of Late Bhawani Sankar Ghosh, residing at Dhakuria Station Road, Post Office Dhakuria, Police Station Jadavpur, Kolkata-700031 [PAN AEJPB3046E],

(4) **DipendraNathGhosh**, son of Late SurendraNathGhosh, residing at ground floor 1st Lane, 4/1, Russa Road (South), Post Office Tollygunge, Police Station Jadavpur, Kolkata- 700033 and presently residing at Flat No.5E, 26, Prince Anwar Shah Road, Post Office Tollygunge, Police Station Tollygunge, Kolkata-700033 [PAN NO.....], (5) **DebabrataGhosh**, son of Late HarendraNathGhosh, residing at 120, D.P.J.M. Road, Post Office Budge Budge, Police Station Budge Budge, Pin- 700137, District South 24 Parganas, [PAN NO.....], (6) **BasantiPalit**, wife of Joy BikashPalit and daughter of Late HarendraNathGhosh, residing at 10D, AnandaPalit Road, Post Office Entally, Police Station Entally, Kolkata-700014, [PAN NO.....], (7) **SheelaSinha**, wife of PulakDhamanSinha and daughter of Late Reba Ghosh, residing at 120,D.P.J.M. Road, Post Office Budge Budge, Police Station Budge Budge, Pin-700137, District South 24 Parganas [PAN **CYTPS3830H**], (8) **Bandana Bose**, wife of Susanta Bose and daughter of Late Reba Ghosh, residing at 10/1A, GopalGhosh Lane, Watgunge, Post Office Khidderpore, Police Station Watgunge, Kolkata-700023 [PAN **ANRPB9013C**], (9) **AnjanaGhosh**, wife of PrabirGhosh and daughter of Late Reba Ghosh, residing at 25, D.P.J.M. Road, Post Office Budge Budge, Police Station Budge Budge, Pin-700137, District South 24 Parganas [PAN **AMOPG8915E**], (10) **ProtimaGhosh**, wife of Late SunilendraNathGhosh, residing at 120, D.P.J.M. Road, Post Office Budge Budge, Police Station Budge Budge, Pin-700137, District South 24 Parganas [PAN **AIXPG4196J**], (11) **DebjitGhosh**, son of Late SunilendraNathGhosh, residing at 120, D.P.J.M. Road, Post Office Budge Budge, Police Station Budge Budge, Pin- 700137, District South 24 Parganas [PAN **AHRPG7782M**], (12) **Soma Roy**, wife of Swarup Roy and daughter of Late SunilendraNathGhosh, residing at 11A/1A, MahendraChatterjee Lane, 59 Topsia, Post Office GobindaKhatik Road, Police Station Topsia, Kolkata- 700046 [PAN **AHXP3898K**], (13) **AparnaGhosh**, wife of Late RathindraNathGhosh, resident of 120,D.P.J.M. Road, Post Office Budge Budge, Police Station Budge Budge, Pin- 700137, District South 24 Parganas and presently residing at No.18, Woodcote Road, Tettenhall, Wolverhampton, United Kingdom [PAN **AYWPG6657M**], being represented by her constituted attorney, DebabrataGhosh and (14) **SanjoyGhosh**, son of Late RathindraNathGhosh, resident of 120,D.P.J.M. Road, Post Office Budge Budge, Police Station Budge Budge, District South 24 Parganas and presently residing at No.18, Woodcote Road, Tettenhall, Wolverhampton, United Kingdom [PAN _____], being represented by his constituted attorney, DebabrataGhosh, hereinafter collectively called the "**OWNERS**" (which expression shall mean and include unless excluded by or repugnant to the context their heirs, executors, successors, legal representative, administrators and assigns) of the **THIRD PART** The Vendors/Owners Nos. 1 to 14 are duly represented by their constituted attorney, namely **Prakash Builders Private Limited**, a company incorporated under the Companies Act, 1956, having its registered office at P-3, New CIT Road, TirettyBazar, Post Office C.R. Avenue, Police Station Bowbazar, Kolkata- 700073 [PAN **AABCP9479N**], represented by its director, V.N. Sureka son of Late NandlalSurekha of 6, Hastings Park Road, Post Office Alipore, Police Station Alipore, Kolkata-700027, by virtue of Power of Attorney dated 17th May, 2016, registered in the Office of the A.R.A. - III, in Book No. IV, being Deed No. 03061 for the year 2016.

The Owners and Developer and Buyer shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

WHEREAS:

A. The above mentioned Owners Nos. 1 to 14 are the joint owners of and are jointly seized and possessed of or otherwise well and sufficiently entitled to **ALL THAT** piece and

parcel of *Bastu* land measuring 41 (forty one) decimal, more or less, comprised in R.S. Dag No. 126 corresponding L.R. *Dag* No. 195, recorded in L.R. *Khatian* Nos. 4781, 4780, 1028, 1054, 4775, 4776, 4777, 4778, 4779, 3899 and 3898, *Mouza* Garbhukta-Nandanpur, J.L No. 8, Holding No. 120, D.P.J.M. Road, within Ward No. 1 of the Budge Budge Municipality, Police Station Budge Budge, District South 24 Parganas AND *Bastu* land measuring 10 (ten) decimal, more or less, comprised in R.S. Dag No. 126/2080 corresponding L.R. *Dag* No. 196, recorded in L.R. *Khatian* Nos. 4781, 4780, 1028, 1054, 4775, 4776, 4777, 4778, 4779, 3899 and 3898, *Mouza* - Garbhukta- Nandanpur, J.L No. 8, Holding No. 120, D.P.J.M. Road, within Ward No. 1 of the Budge Budge Municipality, Police Station Budge Budge, District South 24 Parganas AND Pond/*bagan*land measuring 17 (seventeen) decimal, more or less, comprised in R.S. Dag No. 127 corresponding L.R. *Dag* No.197, recorded in L.R. *Khatian* Nos. 4781, 4780, 1028, 1054, 4775, 4776, 4777, 4778, 4779, 3899 and 3898, *Mouza* Garbhukta-Nandanpur, J.L No. 8, Holding No. 120, D.P.J.M. Road, within Ward No. 1 of the Budge Budge Municipality, Police Station Budge Budge, District South 24 Parganas AND *Bastu* land measuring 12 (twelve) decimal, more or less, comprised in R.S. Dag No. 128 corresponding L.R. *Dag* No. 198, recorded in L.R. *Khatian* Nos. 4781, 4780, 1028, 1054, 4775, 4776, 4777, 4778, 4779, 3899 and 3898, *Mouza* Garbhukta-Nandanpur, J.L No. 8, Holding No. 120, D.P.J.M. Road, within Ward No. 1 of the Budge Budge Municipality, Police Station Budge Budge, District South 24 Parganas AND **Aggregating to** land measuring 80 (eighty) decimal, more or less, (more fully and particularly mentioned, described, explained, enumerated, provided and given in the **SCHEDULE A (PART-II)** hereunder written and/or given and hereinafter referred to as the **PREMISES**) by way of Inheritance. The Owners No. 1 to 14 and the Developer have entered into a development agreement dated 16th May, 2016, registered in the Office of the D.S.R.-V, in Book No. I, being Deed No. 01575 for the year 2016 and subsequently The Owners No. 1 to 14 have also granted Power of Attorney unto and in favour of the Developer herein vide Power of Attorney dated 17th May, 2016, registered in the Office of the A.R.A. - III, in Book No. IV, being Deed No. 03061 for the year 2016 to undertake the work of development and sale under the terms of the Development Agreement above referred too.

- B. The Said Land is earmarked for the purpose of building a residential Project comprising multistoried apartment buildings and the said project shall be known as “**SHIVLOK**” with the object of using for any residential purpose.
- C. The Owners and Developer are fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Owners regarding the Said Land on which Project is to be constructed have been completed.
- D. The **Budge Budge Municipality** has granted the Sanctioned Plan to develop the project vide approval stated below. The Developer has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the apartment, plot or building plan by the **Budge Budge Municipality** vide **Sanction**

Building Plan No. 22/BP/PWD/2020 - 2021 dated 02/02/2021

- E. The Developer agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with relevant laws as applicable.
- F. Buyers had applied for an apartment in the Project vide application **dated 01/02/2021** and have been allotted Apartment no. **"203"**, having **carpet area of _____ square feet** and **built up area of _____ Square Feet** more or less, on the **" _____ " floor**, in **Block No. " _____ "**, of the complex namely, **"SHIVLOK"**, as permissible under the applicable law and of pro rata share in the **("Common Areas")** as defined under clause (m) of section 2 of the Act (hereinafter referred to as the **"Apartment"** more particularly described in the **Schedule B** and the floor plan or the apartment is annexed hereto and marked as **(Schedule B)**;
- G. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein:
1. The Buyers have independently examined and verified or caused to be examined and verified, inter alia, the following and has fully satisfied himself about the same:
 - 1.1 The Title of the Owners in respect of the Premises along with Development Agreement as well as the Development Power of Attorney;
 - 1.2 The Sanctioned Plans of the Buildings and further revised Sanctioned Building Plan No. **22/BP/PWD/2020 - 2021 dated 02/02/2021**. The Area of the Said Apartment is **1038 Square Feet**.
 - 1.4 The Specifications and common Portions of the Project; and
 - 1.5 The respective rights interest and entitlements of the Owner and the Buyers under this Agreement for Sale.
- H. 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;
- I. 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;
- J. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between this Parties, the Developer hereby agrees to sell and the Buyer hereby agrees to purchase the **Apartment no "203", (type - ' _____ '), on the " _____ " Floor, in Block No. " _____ "**, as specified in para G.

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

1 TERMS:

1.1 Subject to the terms and conditions as detailed in this Agreement, the Owners and the Developer agrees to sell to the Buyers and the Buyers hereby agrees to purchase, the **Apartment no “_____”, (type - ‘_____’ BHK’), on the “_____” floor, in Block No. “_____” admeasuring _____sqft , in the building, in Block No. “A”** as specified in para G.

1.2 The Total Price for the Apartment based on the area **878sqft.** more or less, amounting to **Rs. _____ /- (Rupees _____) +1% G.S.T. only.**The break-up thereof is given here under: -

Block No. "A"	Total Price of Apartment
Apartment No. "_____"	Rs. _____
Type '_____'	
Floor _____	
Add : GST @1%	Rs. _____/-
Total Price (in rupees)	Rs. _____/-

More fully mention in Para-I of the Payment Plan (Schedule-C) hereinafter.

Explanation:

- (i) The Total Price (Consideration Amount) above includes the booking amount paid by the Buyers to the Developer towards the Apartment;
- (ii) The Total Price (Consideration Amount) above includes 1% G.S.T but excludes Taxes (consisting of tax paid or payable by the Developer by way of Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Developer (by whatever name called) up to the date of handing over the possession of the apartment to the

Buyer and the project to the association of Buyers 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 Buyers to the Developer shall be increased/reduced based on such change / modification as applicable:

Provided further that if there is any increase in the taxes after the expiry of the schedule date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the Buyers;

- (iii) The Developer shall periodically intimate in writing to the Buyers, the amount payable as stated in (i) above and the Buyers shall make payment demanded by the Developer within the time and in the manner specified therein. In addition, the Developer shall provide to the Buyers 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 (Consideration Amount) 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 (Outside Building) , tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per Para II etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project.

1.3 The Total Price (Consideration Amount) is escalation-free, save and except increases which the Buyers 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 Buyers 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 Buyers, 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 Buyers.

- 1.4 The Buyer(s) shall make the payments as per the payment plan set out in **Schedule "C" ("Payment Plan")**.
- 1.5 The Developer will not allow, in its sole discretion, any rebate for early payments of installments payable by the Buyers.
- 1.6 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 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, plot or building, as the case may be, without the previous written consent of the Buyers as per the relevant laws and rules.

Provided that the Developer may make such minor additions or alterations as may be required by the Buyers, or such minor changes or alteration as per the applicable laws and rules.

- 1.7 The Developer shall confirm to the final area that has been allotted to the Buyers 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 area. The total price payable for the area shall be recalculated upon confirmation by the Developer, If there is reduction in the area than the Developer shall refund the excess money paid by Buyer(s) within forty-five (45) days with annual interest at the rate 10% per annum,

from the date when such an excess amount was paid by the Buyer(s). If there is any increase in the area, which is not more than three (3%) percent of the area of the said Apartment, allotted to the Buyer(s), the Developer may demand that from the Buyer(s) as per the next milestone of the Payment Plan as provided in the **Schedule 'C'**. All these monetary adjustments shall be made at the same rate per square feet as agreed in Para 1.2 of this agreement.

1.8 Subject to para 9.3 the Developer agrees and acknowledges, the Buyers shall have the right to the Apartment as mentioned below:

- (i) The Buyers shall have exclusive ownership of the Apartment.
- (ii) The Buyers shall also have undivided proportionate share in the Common Areas. Since the share interest of Buyers in the Common Areas is undivided and cannot be divided or separated, the Buyers shall use the Common Areas along with other occupants, maintenance staff etc. without causing any inconvenience or hindrance to them. It is clarified that the Developer shall hand over the common areas to the Association of Buyers after duly obtaining the completion certificate from the competent authority.
- (iii) That the computation of the price (Total Consideration Amount) 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 (Outside Building) , Tiles, Doors, Windows, Lightings and electrical in the common areas maintenance charges as per para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the [Apartment Plot] and the Project.
- (iv) The Buyers have the right to visit the project site to assess the extent of development of the project and his Apartment as the case may be.

- 1.9 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 Buyers. It is clarified that the Project's facilities and amenities shall be available only for use and enjoyment of the Buyers after the completion of the all blocks, all buildings and after the completion of all works of the complete project. The Exterior paint, of the existing block - "____", permanent internal roads and other surrounding amenities will be completed and will be handover to the Buyers and the Buyers will be able to enjoy the said facilities after the completion of the complete work of all blocks.
- 1.10 The Developer agrees to pay all outgoings before transferring the physical possession of the Apartment to the Buyers, which it has collected from the Buyers, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Developer fails to pay all or any of the outgoings collected by its from the Buyers or any liability, mortgage loan and interest thereon before transferring the Apartment to the Buyers, 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, prior to handover of the balance amount of maintenance charge to the apartment society.
- 1.11 The Buyers have paid a sum of Rs. _____/- (Rupees _____ lakhs) only as part payment towards the Total Price of the Apartment till date and the receipt of which the Developer hereby acknowledges and the Buyers hereby agrees to pay the remaining price of the Apartment as

prescribed in the Payment Plan (Schedule 'C') as may be demanded by the Developer within the time and in the manner specified therein.

Provided that if the Buyer(s) delays in payment towards any amount which is payable, he/she/they shall be liable to pay interest at the rate of twelve (12%) per cent per annum.

2 **MODE OF PAYMENT:**

Subject to the terms of the Agreement and the Developer abiding by the construction milestones, the Buyers shall make all payments, on written demand by the Developer, within the stipulated time as mentioned in the Payment Plan (through a/c. Payee cheque/demand draft/ bankers cheque or online payment) in favour of **Prakash Builders Private Limited** payable at Kolkata.

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

- 3.1 The Buyers, if resident outside India, shall be sole responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendments/modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/ transfer of immovable properties in India etc. and provide the 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 the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Buyers understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

3.2 The Developer accepts no responsibility in regard to matters specified in para 3.1 above, The Buyers shall keep the Developer fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Buyers subsequent to the signing of this Agreement. It shall be the sole responsibility of the Buyers 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 Buyers and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Developer shall be issuing the payment receipts in favour of the Buyers only.

4 ADJUSTMENT/APPROPRIATION OF PAYMENTS:

The Buyers authorizes the Developer to adjust appropriate all payments made by him under any head(s) of dues against lawful outstanding of the Buyers against the Apartment, if any, in their names and the Buyer undertakes not to object/demand/direct the Developer to adjust their payments in any manner.

5 TIME IS ESSENCE:

The Developer 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 Buyers and the common areas to the association of Buyers or the competent authority, as the case may be.

6 CONSTRUCTION OF THE PROJECT/APARTMENT:

The Buyers has seen the proposed layout plan, specifications, amenities and facilities of the Apartment and accepted the floor plan, payment plan and the specifications, amenities and facilities as mentioned in different Schedule [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, amenities and facilities, 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 WB Municipal Building Rules, 2007 and provisions prescribed by the municipal law 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 Developer shall constitute a material breach of the Agreement.

7 POSSESSION OF THE APARTMENT:

7.1 Schedule for possession of the said Apartment:-

The Developer agrees and understands that timely delivery of possession of the Apartment to the Buyers and the common areas to the Association of Buyers or the Competent Authority, as the case may be, is the essence of the Agreement. The Developer assures to hand over possession of the Apartment along with ready and complete common areas with all specifications, amenities and facilities of the project in place on not later than 31st Day of December, 2023, with a further period of 6 (six) months unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions, Covid Pandemic Situations and scarcity of labours, then the Buyers agrees that the Developer 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 Buyers agree 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 Buyers the entire amount received by the Developer from the allotment within 45 days from that date. The Developer shall intimate the Buyers about such termination at least thirty days prior to such termination. After refund of

the money paid by the Buyers, the Buyers agree that they 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.

7.2 Procedure for taking possession – The Developer, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the Apartment, to the Buyers in terms of this Agreement to be taken within two months from the date of issue of occupancy certificate. [Provided that, in the absence of local law, the conveyance deed in favour of the Buyers shall be carried out by the Developer within 3 months from the date of issue of Occupancy Certificate]. The Developer agrees and undertakes to indemnify the Buyers in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Developer. The Buyers after taking possession agree to pay the maintenance charges as determined by the Developer/Association of Buyers, as the case may be after the issuance of the Completion Certificate for the project. The Developer shall hand over the occupancy certificate of the Apartment, as the case may be, to the Buyers at the time of conveyance of the same.

7.3 Failure of Buyers to take Possession of Apartment – Upon receiving a written intimation from the Developer as per para 7.2, the Buyers shall take possession of the Apartment 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 Apartment to the Buyers. In case the Buyer fails to take possession within the time provided in para 7.2, such Buyers shall continue to be liable to pay maintenance charges as specified in para 7.2.

7.4 Possession by the Buyers – After obtaining the occupancy certificate and handing over physical possession of the Apartments in the building to the Buyers, it shall be the responsibility of the Developer to hand over the necessary documents and plans, including common areas to the Association

of Buyers or the Competent Authority, as the case may be, as per the local law:

Provided that, in the absence of any local law, the Developer shall hand over the necessary documents and plans, including common areas to the Association of Buyers or the Competent Authority, as the case may be, within 30 (thirty) days after obtaining the completion certificate.

7.5 Cancellation by Buyers - The Buyer shall have the right to cancel/withdraw their allotment in the Project as provided in the Act:

Provided that where the Buyers propose 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 Buyers after deducting the tax which was already been paid to the government by the Developer shall be returned by the Developer to the Buyers within 45 days of such cancellation.

7.6 Compensation- The Developer shall compensate the Buyers in case of any loss caused to them due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under applicable laws and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the Developer fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 7.1; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under relevant provisions of law, or for any other reason, the Developer shall be liable, on demand to the Buyers, in case the Buyers wishes to withdraw from the Project without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, with interest at the rate prescribed in the Rules including compensation if any in the manner

as provided under the applicable laws in force within forty-five days of it becoming due;

Provided that where if the Buyers do not intend to withdraw from the project, the Developers shall pay the Buyers 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 Developer to the Buyers within forty-five days of it becoming due.

8 REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER:

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

- (i) The Owners have absolute, clear and marketable title with respect to the said Land; the Developer has 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 for Residential Purpose.
- (iii) There are no encumbrances upon the said land or the Project.
- (iv) There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the Apartment.
- (v) All approvals, licenses and permits issued by the Competent Authorities with respect to the Project, said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the 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 Apartment and common areas;
- (vi) The Owners and Developer have 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 Buyers created herein, may prejudicially be affected.

- (vii) The Owners and Developer have not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the said Land including the Project and the said Apartment which will in any manner, affect the rights of Buyers under this Agreement.
- (viii) The Owners and Developer confirm that the Developer is not restricted in any manner whatsoever from selling the said Apartment to the Buyers in the manner contemplated in this Agreement.
- (ix) At the time of execution of the conveyance deed the Owners and the Developer shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Buyers and the common areas to the Association of Buyers or the Competent Authority, as the case may be. It is Pertinent to mention that the Project's facilities and amenities shall be available only for use and enjoyment of the Buyers after the completion of the all blocks, all buildings and after the completion of all works of the complete project. The Exterior paint, of the existing Block - "A", permanent internal roads and other surrounding amenities will completed and will be handover to the Buyers and the Buyers will be able to enjoy the said facilities after the completion of the complete work of all blocks.
- (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 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 Completion Certificate has been issued and possession of apartment, plot or building, as the case may be, along with areas (equipped with all the specifications, amenities and facilities) has been handed over to the Buyer and the Association of Buyers 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 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) The Roof rights will be always with the Developer till the completion of the complete project.

9 EVENTS OF DEFAULTS AND CONSEQUENCES:

9.1 Subject to the Force Majeure clause, Covid Pandemic Situations and Scarcity of labours, 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 Apartment to the Buyer within the time period specified in para 7.1 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.

(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 there under.

9.2 In case of Default by Developer under the conditions listed above, Buyers are entitled to the following:

i) Stop making further payments to Developer as demanded by the Developer. If the Buyers stop making payments the Developer shall

correct the situation by completing the construction milestones and only thereafter the Buyers be required to make the next payment without any interest; or

- ii) The Buyers shall have the option of terminating the Agreement in which case the Developer shall be liable to refund the money paid by the Buyers as per the terms and conditions under any head whatsoever towards the purchase of the apartment, within forty-five days of receiving the termination notice:

Provided that where an Buyers do not intend to withdraw from the project or terminate the Agreement, he shall be paid by the Developer, 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 Developer to the Buyer within forty-five days of it becoming due.

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

- (i) In case the Buyers fail to make payments for consecutive demands made by the Developer as per the payment plan Schedule 'C' annexed hereto, despite having been issued notice in that regard the Buyers shall be liable to pay interest to the Developer on the unpaid amount at the rate prescribed in the Rules.
- (ii) In case of Default by Buyers under the condition listed above continues for a period beyond 3 (three) consecutive months after notice from the Developer in this regard, the Developer may cancel the allotment of the Apartment in favour of the Buyers and refund the money paid to him by the Buyer by deducting the booking amount and the interest liabilities and GST / other government taxes and this Agreement shall thereupon stand terminated:

Provided that the Developer shall intimate the Buyers about such termination at least thirty days prior to such termination.

10 **CONVEYANCE OF THE SAID APARTMENT:**

The Developer on receipt of Total Price of the Apartment as per para 1.2 under the Agreement from the Buyers, shall execute a conveyance deed and convey the title of the Apartment together with proportionate indivisible share in the Common Areas within _____ days from the date of issuance of the occupancy certificate and the completion certificate, as the case may be to the Buyers:

Provided that, in the absence of local law, the conveyance deed in favour of the Buyers shall be carried out by the Developer within three months from the date of issue of occupancy certificate. However, in case the Buyers fail to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Buyers authorize the Developer to withhold registration of the conveyance deed in their favour till payment of stamp duty and registration charges to the Developer is made by the Buyers.

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

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 Buyers upon the issuance of the Completion Certificate of the project. The cost of such maintenance has been included in the Maintenance Cost of the Apartment charged by the Developer to the Buyers. The Buyers will be liable to pay the maintenance charges every month to the Developer as per the schedule manner till the formation of the Association.

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 Buyers from the date of handing over possession, it shall be the duty of the Developer to rectify such defects without further charges, and in the event of Developer's failure to rectify such defects within such a reasonable time, the aggrieved Buyers shall be entitled to receive appropriate compensation in the manner as provided under applicable laws.

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 Developer/Maintenance Agency/Association of Buyers shall have rights of unrestricted access of all Common Areas for providing necessary maintenance services and the Buyers agree to permit the Developer and/or association of Buyers 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 Service Areas: The service areas, located within the project 'SHIVLOK', shall be ear-marked for purposes such as services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, Pump rooms, maintenance and service rooms, firefighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Buyers shall not be permitted to use the services areas in any manner whatsoever, and the same shall be reserved for use by

the Association of Buyers formed by the Buyers for rendering maintenance services.

16 COMPLIANCE WITH RESPECT TO THE APARTMENT:

16.1 Subject to para 12 above, the Buyers shall after taking possession, be solely responsible to maintain the Apartment at their own cost, in good repair and condition and shall not do or suffer to be done anything in or to the building, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in goods 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 damage or jeopardized.

16.2 That Buyer(s) further undertakes, assures and guarantees that they would not put any sign-board/nameplate, neon light, publicity material or advertisement material etc. on the face façade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Buyers shall also not change the color 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 Buyers shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passage or staircase of the Building. The Buyers shall also not remove any wall including the outer and load bearing wall of the Apartment.

16.3 The Buyers shall plan and distribute its electrical load in conformity with the electrical systems installed by the Developer and thereafter the association of Buyers and/or Maintenance Agency appointed by Association of Buyers. The Buyers 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 PARTIES:

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

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, layout plan, sanction plan and specifications, amenities and facilities has been approved by the Competent Authority(ies) and disclosed, except for as provided in the Act.

19 DEVELOPER SHALL NOT MORTGAGE OR CREATE A CHARGE:

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

20 APARTMENT OWNERSHIP ACT (OR THE RELEVANT STATE ACT)

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

21 BINDING EFFECT:

Forwarding this Agreement to the Buyers by the Developer does not create a binding obligation on the part of the Developer or the Buyers until, firstly, the Buyer(s) 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 Buyers and secondly, appears for

registration of the same before the concerned Sub-Registrar, as and when intimated by the Developer. If the Buyer(s) fails execute and deliver to the Developer this Agreement within 30 (thirty) days from the date of its receipt by the Buyer(s) and/or appear before concerned the Sub-Registrar/Registrar for its registration as and when intimated by the Developer, then the Developer shall serve a notice to the Buyer(s) for rectifying the default and if not rectified within 30 (thirty) days from the date of its receipt by the Buyer(s), application of the Buyer(s) shall be treated as cancelled and all sums deposited by the Buyer in connection therewith including the booking amount shall be returned to the Buyer(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, 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 BUYER/SUBSEQUENT BUYERS:

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Apartment and the Project shall equally be applicable to and enforceable against and by any subsequent Buyers 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:**

25.1 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 Buyer(s) in not making payments as per the Payment Plan [Annexure C] including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Buyer(s) that exercise of discretion by the Developer in the case of one Buyer shall not be construed to be a precedent and/or binding on the Developer to exercise such discretion in the case of other Buyers.

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

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 Agreements shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the rules and Regulations made thereunder or the applicable law as the case may be and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

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

28. **FURTHER ASSURANCES:**

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

reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

29 **PLACE OF EXECUTION:**

The execution of this Agreement shall be completed only upon its execution by the Developer through its authorized signatory at the Developer's office or at some other places which may be mutually agreed between the Developer and the Buyer(s), at Kolkata after the Agreement is duly executed by the Buyer(s) and the Developer or simultaneously with the execution the said Agreement shall be registered at any of the jurisdiction of the Additional District Sub- Registry office at Budge Budge, District Registrar at Alipore, South 24 Parganas and Additional Registrar of Assurances at Kolkata, Hence this Agreement shall be deemed to have been executed at Kolkata.

30 **NOTICES:**

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

, **VIKAS PARASURAMPURIA**

Address: _____ Road, , Kolkata - 700_____

Name of Developer: Prakash **Builders Private Limited**

Having its registered office at P-3, New CIT Road, Tiretty Bazar, Post Office C.R. Avenue, Police Station Bowbazar, Kolkata- 700073, (Developer Address)

It shall be the duty of the Buyers 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 to have been received by the Developer or the Buyers, as the case may be.

31 **JOINT BUYERS:**

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

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 there under including other applicable laws of India for the time being in force.

33 **DISPUTE RESOLUTION:**

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled under the Arbitration and Conciliation Act, 1996.

[The other terms and conditions are as per the contractual understanding between the parties, however, the 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 there under].

34 **SAVINGS:**

Any application letter, allotment letter, agreement, or any other document signed by the Buyer 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, as the case may be shall not be construed to limit the rights and interests of the Buyer(s) under the Agreement for Sale or under the Act or the rules or the regulations made there under.

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:

Buyers:

(1) Name _____

Signature_____

Address ___ Road, Kolkata - 700_____

SIGNED AND DELIVERED BY THE WITHIN NAMED

Developer: Name: **Prakash Builders Private Limited**

Address: P-3, New CIT Road, Tiretty Bazar, Post Office C.R. Avenue, Police Station Bowbazar, Kolkata- 700073

(1) Signature _____

SIGNED AND DELIVERED BY THE WITHIN NAMED

Owners Nos. 1 to 14 duly represented by their lawful attorney **Prakash Builders Private Limited**, represented by its director:

(1) Signature _____

At Kolkata on _____ in the presence of:

WITNESSES:

(1) Name _____

Signature _____

Address _____

(2) Name _____

Signature _____

Address _____

SCHEDULE 'A'

PART - I

(Devolution of Title)

WHEREAS:-

- 1. Ownership of SurendraNathGhosh:** SurendraNathGhosh was the recorded owner of (1) land measuring 41 (forty one) decimal, comprised in C.S/R.S. Dag No.126, *MouzaGarbhuktaNandanpur*, J.L. No. 8, District 24 Parganas (**SurendraNath's First Plot**) (2) land measuring 17 (seventeen) decimal, comprised in C.S/R.S. Dag No.127, *MouzaGarbhuktaNandanpur*, J.L. No. 8, District 24 Parganas (**SurendraNath's Second Plot**) (3) land measuring 12 (twelve) decimal, comprised in C.S/R.S. Dag No.128, *MouzaGarbhuktaNandanpur*, J.L. No. 8, District 24 Parganas (**SurendraNath's Third Plot**) and (4) land measuring 10 (ten) decimal, comprised in C.S/R.S. Dag No.126/2080, *MouzaGarbhuktaNandanpur*, J.L. No. 8, District 24 Parganas (**SurendraNath's Fourth Plot**) **aggregating to** land measuring 80 (eighty) decimal, more or less, SurendraNath's First Land, SurendraNath's Second Land, SurendraNath's Third Land and SurendraNath's Fourth Land (collectively **Larger Property**).
- 2. Demise of SurendraNathGhosh:** On 25th April, 1955, SurendraNathGhosh, a Hindu governed by the *Dayabhaga* School of Hindu Law died *intestate*, leaving behind him surviving his 6 (six) sons, namely, Bhawani Shankar Ghosh, DipendraNathGhosh, RathindraNathGhosh, SunilendraNathGhosh, SatyendraNathGhosh and HarendraNathGhosh (collectively **Legal heirs of SurendraNath**) as his only legal heirs who inherited all the right, title and interest of Late SurendraNathGhosh in the Larger Property in equal shares.
- 3. Ownership of Bhawani Shankar Ghosh:** Thus by virtue of inheritance Bhawani Shankar Ghosh became the sole and absolute owner of (1) land measuring 7 (seven) decimal comprised in the First Property (2) land measuring 1 (one) decimal comprised in the Second Property (3) land measuring 3 (three) decimal comprised in the Third Property and (4) land measuring 2 (two) decimal comprised in the Fourth Property.
- 4. Demise of Bhawani Shankar Ghosh:** On 11.01.2011, Bhawani Shankar Ghosh, a Hindu governed by the *Dayabhaga* School of Hindu Law died *intestate*, leaving behind him surviving his wife IlaGhosh (the Owner No. 1 herein), his son AbhijitGhosh (the Owner No. 2 herein) and daughter Nabanita Bose (the Owner No. 3 herein) as his only legal heir and heiress (collectively **Legal Heirs of Bhawani**) who jointly inherited all the right title and interest of late Bhawani Shankar Ghosh in the First Property, the Second Property, the Third Property and the Fourth Property.
- 5. Mutation by Owner Nos.1&2:** The Owner No.1 and 2 duly got their names recorded in the records of the Land Revenue Settlement vide L.R. *Khatian* Nos.4780 and 4781 respectively with respect to Bhawani Shankar Ghosh's share in the First Property, Second Property, Third Property and the Fourth Property.
- 6. Ownership of DipendraNathGhosh:** By virtue of inheritance DipendraNathGhosh (the Owner No. 4 herein) became the owner of (1) land measuring 7 (seven) decimal comprised in the First Property (2) land measuring 2 (two) decimal, comprised in the

Second Property (3) land measuring 3 (three) decimal comprised in the Third Property and (4) land measuring 2 (two) decimal comprised in the Fourth Property.

7. **Ownership of HarendraNathGhosh:** By virtue of inheritance HarendraNathGhosh became the owner of (1) land measuring 6 (six) decimal comprised in the First Property (2) land measuring 2 (two) decimal comprised in the Second Property (3) land measuring 1 (one) decimal comprised in the Third Property and (4) land measuring 2 (two) decimal comprised in the Fourth Property.
8. **Demise of HarendraNathGhosh:** On 22.12.1975, Harendra NathGhosh, a Hindu governed by the *Dayabhaga* School of Hindu Law died *intestate*, leaving behind him surviving his wife PratimaGhosh, his son DebabrataGhosh (the Owner No. 5 herein) and his daughter BasantiPalit (the Owner No. 6 herein) as his only legal heir and heiress (collectively **Legal Heirs of Harendra**) who jointly inherited all the right title and interest of late HarendraNathGhosh in the First Property, the Second Property, the Third Property and the Fourth Property.
9. **Demise of PratimaGhosh:** On 23.09.2006 PratimaGhosh one of the Legal Heirs of Harendra and a Hindu governed by the *Dayabhaga* School of Hindu Law died *intestate* and the remaining Legal Heirs of Harendra inherited all the right, title and interest of Late PratimaGhosh in the First Property, the Second Property, the Third Property and the Fourth Property.
10. **Mutation by Owner No. 5:** The Owner No. 5 duly got his name recorded in the records of the Land Revenue Settlement vide L.R. *Khatian* No. 1054 with respect to land measuring 6 (six) decimal comprised in the First Property, land measuring 2 (two) decimal comprised in the Second Property, land measuring 1 (one) decimal comprised in the Third Property and (4) land measuring 2 (two) decimal comprised in the Fourth Property.
11. **Ownership of SatyendraNathGhosh:** By virtue of inheritance SatyendraNathGhosh became the owner of (1) land measuring 7 (seven) decimal comprised in the First Property (2) land measuring 2 (two) decimal comprised in the Second Property (3) land measuring 3 (three) decimal comprised in the Third Property and (4) land measuring 2 (two) decimal comprised in the Fourth Property.
12. **Demise of SatyendraNathGhosh:** On 18.12.1999 SatyendraNathGhosh died after having published his last Will and Testament dated 1st February, 1996 (**Said Will**) according to which after the death of SatyendraNathGhosh his share in the First Property, the Second Property, the Third Property and the Fourth Property shall devolve upon his wife Reba Ghosh.

- 13. Grant of Probate:** By an Order dated 7th December, 2000 the Ld. District Delegate at Alipore granted probate with respect to the Said Will to Reba Ghosh who was the executrix of the Said Will.
- 14. Demise of Reba Ghosh:** On 29.06.2011, Reba Ghosh, a Hindu governed by the *Dayabhaga* School of Hindu Law died *intestate*, leaving behind her surviving her 3 (three) daughters, namely, SheelaSinha (Owner No. 7 herein), Bandana Bose (Owner No. 8 herein) and AnjanaGhosh (Owner No. 9 herein) as her only legal heiresses who inherited all the right, title and interest of Late Reba Ghosh in the First Property, the Second Property, the Third Property and the Fourth Property in equal shares.
- 15. Mutation by Owner Nos. 7 to 9:** The Owner Nos. 7 to 9 duly got their names recorded in the records of the Land Revenue Settlement vide L.R. *Khatian* Nos. 4775, 4776 and 4777 with respect to their respective inherited share in the First Property, the Second Property, the Third Property and the Fourth Property.
- 16. Ownership of SunilendraNathGhosh:** By virtue of inheritance SunilendraNathGhosh became the owner of (1) land measuring 7 (seven) decimal comprised in the First Property (2) land measuring 2(two) decimal comprised in the Second Property (3) land measuring 3 (three) decimal comprised in the Third Property and (4) land measuring 2 (two) decimal comprised in the Fourth Property.
- 17. Demise of SunilendraNathGhosh:** On 12.01.2001, Sunilendra NathGhosh, a Hindu governed by the *Dayabhaga* School of Hindu Law died *intestate*, leaving behind him surviving his wife ProtimaGhosh (Owner No. 10 herein) 1 (one) son DebjitGhosh (Owner No. 11 herein) and 1 (one) daughter Soma Roy (Owner No. 12 herein) as his only legal heir and heiress who inherited all the right, title and interest of Late SunilendraNathGhosh in the First Property, the Second Property, the Third Property and the Fourth Property in equal shares.
- 18. Mutation by Owner Nos. 10 and 11:** The Owner Nos. 10 and 11 duly got their names recorded in the records of the Land Revenue Settlement vide L.R. *Khatian* Nos. 3899 and 3898 respectively with respect to their inherited share in the First Property, the Second Property, the Third Property and the Fourth Property.
- 19. Ownership of RathindraNathGhosh:** By virtue of inheritance RathindraNathGhosh being one of the Legal Heirs of SurendraNath became the owner of (1) land measuring 7 (seven) decimal comprised in the First Property (2) land measuring 1(one) decimal comprised in the Second Property (3) land measuring 3 (three) decimal comprised in the Third Property and (4) land measuring 2 (two) decimal comprised in the Fourth Property.

- 20. Demise of RathindraNathGhosh:** On 15.07.1995, RathindraNathGhosh, a Hindu governed by the *Dayabhaga* School of Hindu Law died *intestate*, leaving behind him surviving his wife AparnaGhosh (Owner No. 13 herein) and his only son SanjoyGhosh (Owner No. 14 herein) as his only legal heir and heiress who jointly inherited all the right, title and interest of Late RathindraNathGhosh in the First Property, the Second Property, the Third Property and the Fourth Property in equal shares.
- 21. Mutation by Owner Nos. 13 and 14:** The Owner Nos. 13 and 14 duly got their names recorded in the records of the Land Revenue Settlement vide L.R. *Khatian* Nos. 4778 and 4779 respectively with respect to their inherited share **in** the First Property, the Second Property, the Third Property and the Fourth Property.
- 22. Ownership of Said Property:** In the abovementioned circumstances and by virtue of inheritance the Owner Nos. 1 to 14 have become the joint owners of the entirety of the First Property, the Second Property, the Third Property and the Fourth Property i.e. collectively the Said Property.
- 23. Absolute Ownership of the Owners:** In the abovementioned circumstances, the Owners have become the joint owners of the Said Property, free from all encumbrances.
- 24.** By virtue of the said purchase and inheritance as mentioned herein above thus the Owners Nos. 1 to 14 herein become the absolute owners to the extent of undivided respective shares each and jointly seized and possessed of and/or otherwise well and sufficiently entitled to **ALL THAT** *Bastu* land measuring 41 (forty one) decimal, more or less, comprised in R.S. Dag No. 126 corresponding L.R. *Dag* No. 195, recorded in L.R. *Khatian* Nos. 4781, 4780, 1028, 1054, 4775, 4776, 4777, 4778, 4779, 3899 and 3898, *Mouza* Garbhukta-Nandanpur, J.L No. 8, Holding No. 120, D.P.J.M. Road, within Ward No. 1 of the Budge Budge Municipality, Police Station Budge Budge, District South 24 Parganas AND *Bastu* land measuring 10 (ten) decimal, more or less, comprised in R.S. Dag No. 126/2080 corresponding L.R. *Dag* No. 196, recorded in L.R. *Khatian* Nos. 4781, 4780, 1028, 1054, 4775, 4776, 4777, 4778, 4779, 3899 and 3898, *Mouza* Garbhukta- Nandanpur, J.L No. 8, Holding No. 120, D.P.J.M. Road, within Ward No. 1 of the Budge Budge Municipality, Police Station Budge Budge, District South 24 Parganas AND Pond/*bagan*land measuring 17 (seventeen) decimal, more or less, comprised in R.S. Dag No. 127 corresponding L.R. *Dag* No.197, recorded in L.R. *Khatian* Nos. 4781, 4780, 1028, 1054, 4775, 4776, 4777, 4778, 4779, 3899 and 3898, *Mouza* Garbhukta-Nandanpur, J.L No. 8, Holding No. 120, D.P.J.M. Road, within Ward No. 1 of the Budge Budge Municipality, Police Station Budge Budge, District South 24 Parganas AND *Bastu* land measuring 12 (twelve) decimal, more or less, comprised in R.S. Dag No. 128 corresponding L.R. *Dag* No. 198, recorded in L.R. *Khatian* Nos. 4781, 4780, 1028, 1054, 4775, 4776, 4777, 4778, 4779, 3899 and 3898, *Mouza* Garbhukta-Nandanpur, J.L No. 8, Holding No. 120, D.P.J.M. Road, within Ward No. 1 of the Budge Budge Municipality, Police Station Budge Budge,

District South 24 Parganas AND **Aggregating to** land measuring 80 (eighty) decimal, more or less particularly mentioned and described in the **SCHEDULE A (PART-II)** hereunder written and hereinafter referred to as the **"SAID PROPERTY"** free from all encumbrances whatsoever.

25. **AND WHEREAS**, by virtue of the aforesaid registered Development Agreement and registered Development Power of Attorney's, the Developer hereto prepared a Building Plan in the name of the Landowners aforesaid and submitted before the Competent Authority for their sanction and got the same Plan from **Budge Budge Municipality** vide **Sanction Building Plan No. 22/BP/PWD/2020 - 2021 dated 02/02/2021**

By virtue of the said Development Agreement and Development Power of Attorney the Developer herein has after obtaining the physical possession of the said land from the Land Owners, commenced the construction works of multi-storied building on and upon the owner's said demised land hereunder the Schedule-A (PART-II) which is under progress.

PART - II

DESCRIPTION OF THE LAND

ALL THAT *Bastu* land measuring 41 (forty one) decimal, more or less, comprised in R.S. Dag No. 126 corresponding L.R. *Dag* No. 195, recorded in L.R. *Khatian* Nos. 4781, 4780, 1028, 1054, 4775, 4776, 4777, 4778, 4779, 3899 and 3898, *Mouza* Garbhukta-Nandanpur, J.L No. 8, Holding No. 120, D.P.J.M. Road, within Ward No. 1 of the Budge Budge Municipality, Police Station Budge Budge, District South 24 Parganas AND *Bastu* land measuring 10 (ten) decimal, more or less, comprised in R.S. Dag No. 126/2080 corresponding L.R. *Dag* No. 196, recorded in L.R. *Khatian* Nos. 4781, 4780, 1028, 1054, 4775, 4776, 4777, 4778, 4779, 3899 and 3898, *Mouza* Garbhukta- Nandanpur, J.L No. 8, Holding No. 120, D.P.J.M. Road, within Ward No. 1 of the Budge Budge Municipality, Police Station Budge Budge, District South 24 Parganas AND Pond/*bagan* land measuring 17 (seventeen) decimal, more or less, comprised in R.S. Dag No. 127 corresponding L.R *Dag* No.197, recorded in L.R. *Khatian* Nos. 4781, 4780, 1028, 1054, 4775, 4776, 4777, 4778, 4779, 3899 and 3898, *Mouza* Garbhukta-Nandanpur, J.L No. 8, Holding No. 120, D.P.J.M. Road, within Ward No. 1 of the Budge Budge Municipality, Police Station Budge Budge, District South 24 Parganas AND *Bastu* land measuring 12 (twelve) decimal, more or less, comprised in R.S. Dag No. 128 corresponding L.R. *Dag* No. 198, recorded in L.R. *Khatian* Nos. 4781, 4780, 1028, 1054, 4775, 4776, 4777, 4778, 4779, 3899 and 3898, *Mouza* Garbhukta-Nandanpur, J.L No. 8, Holding No. 120, D.P.J.M. Road, within Ward No. 1 of the Budge

Budge Municipality, Police Station Budge Budge, District South 24 Parganas AND **Aggregating to** land measuring 80 (eighty) decimal, more or less, and the same is Butted and Bounded as follows:

ON THE NORTH : Holding No. 119 D.P.J.M Road
ON THE SOUTH : Holding No. 121 D.P.J.M Road
ON THE EAST : D.P.J.M. ROAD
ON THE WEST : Holding No. 11 N.S. ROAD

SCHEDULE-B

(DESCRIPTION OF THE APARTMENT)

PART-I

ALL THAT the Residential Apartment No."____", (Type - '____ BHK') with Carpet Area of.____ square feet and Built up area of ____ Square Feet (Super built up area ____ Sq. ft.)Approx constructed in the ratio of the covered area of the Apartment on the same proportion out of the total area of the land on the 2NDFloor, in Block no."A", of "SHIVLOK".

SCHEDULE 'C'

PAYMENT PLAN

PART-I

"AGREED CONSIDERATION"

- (a) Consideration for the Undivided Share and for Construction and completion of the said Apartment is Rs. _____/- + 1% G.S.T, Apartment No."____", (Type '____ BHK') on ____Floor admeasuring Carpet Area of ____square feet and Built up area of ____ Square Feet (Super built up area ____ Sq. ft.)approx
- (b) Additional deposit amount - Rs. _____/-

AGREED CONSIDERATION

Rs. _____/-

[Rupees _____only]

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

Goods & Service Tax Registration Number 19AABCP9479N1ZF.

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

PART - II
Payment Terms

**TOTAL CONSIDERATION: Rs. _____ [Rupees
_____ only](inclusive of 1% GST) .**

The purchasers/Buyers have agreed to and shall pay GST at the applicable rates in addition to the consideration amount as per following manner:

Payment Schedule			
1	Booking Amount		—
2	On Agreement	20% of Total Consideration	(-) Booking Amount (+) GST
3	On Completion of Foundation	10% of Total Consideration	(+) GST
4	On Completion of Ground Floor Roof Casting	10% of Total Consideration	(+) GST
5	On Completion 1st Floor Roof Casting	5% of Total Consideration	(+) GST
6	On Completion 2nd Floor Roof Casting	5% of Total Consideration	(+) GST
7	On Completion 3rd Floor Roof Casting	5% of Total Consideration	(+) GST
8	On Completion 4th Floor Roof Casting	5% of Total Consideration	(+) GST
9	On Completion of Brick Work	15% of Total Consideration	(+) GST

10	On Completion of Internal Plaster work	10% of Total Consideration	(+) GST
11	On Completion of Flooring	10% of Total Consideration	(+) GST
12	On Possession Of Flat	5% of Total Consideration	(+) GST

PART - III

All payments under Installment Payment Plan [IPP] shall be made within a maximum period of 10 [Ten] days of issue of demand letter otherwise interest applicable as per Rules shall be charged. In case payments is not made for two months from booking amount plus applicable Goods & Service Tax on the amount so received till such time and refund the balance payment without any interest thereon.

All payments received after due date will be first applied towards applicable interest and other sums, if any due and thereafter towards the installments. No payment will be received after due date without the payment of the applicable interest, if any.

PART - IV

The “Developer” shall endeavor to construct the said Apartment and make the same ready for delivering the possession thereof not later than 31st day of December 2023 subject to clause 7.1 mentioned earlier and/or reasons beyond the control of the “Developer” in which circumstances shall be applicable. Further Clause No. 7.1 to 7.5 shall also be applicable with regards to the possession of the Said Apartment.

PART - V

Section A: Additional Payments payable wholly by the Buyers

- (a) All Statutory Rates and Taxes including Goods & Service Tax, betterment and/or development charges and any other tax, duty, levy or charge that may be

applicable, imposed or charged etc by the State/Central Government, if any, in connection with construction or transfer of the said Apartment in favour of the Buyers.

- (b) Stamp duty, registration fee and all other taxes, levy, miscellaneous and other allied expenses relating to this Agreement for Sale, the Deed of Conveyance and all other papers and documents that may be executed and/or registered relating to the Said Apartment as also the additional stamp duty, additional registration fee, Lawyer fee, penalty, interest or any other levy, if any, that may be imposed or payable in this regard at any time.
- (c) Charges levied by the “**Developer**” for any additional or extra work done or any additional amenity or facility provided or any changes, additions, alterations or variation made in the Said Apartment including the costs, charges and expenses for revision of the Plans to the extent it relates to such changes, additions, alterations or variation.
- (d) Formation of the Association for the common purposes.
- (e) Maintenance Deposit Charges has to be paid by the Buyers per month from the date of possession for every month to the Developer that will be decided after the formation of the Owner's Association. It shall remain with the Developer and will be utilized in day to day maintenance of the said premises till the formation of the association. The Developer shall refund the remaining Maintenance fund on handover of the project to the Owners Association / Syndicate/ Maintenance committee after adjusting there from all dues if there would be any on account of such purposes which will bear no interest and will be adjusted to the credit of or refunded of such purposes, if so by any reason whatsoever.
- (f) The amount of security deposit charged by the CESC/WBSEDL is payable by the purchasers for their personal electric meter for their unit(s)/flat, for the respective load for the said flat.

Section B: Additional Payments payable proportionately by the Buyers to the Developer are all additional/ exclusive of the chargeable area

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

- (a) Obtaining and providing electricity supply and including those on account of or relating to transformer and electrical sub-station other equipment and installations, cabling, wiring, are all inclusive of the Chargeable area.
- (b) Installations of generator for the Common Portions and for providing minimum reasonable power to the said Apartment are all inclusive of the chargeable area.
- (c) Installation of security system for the common portions is all inclusive of the chargeable area.

PART - VI

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

PART - VII

“DEPOSITS”

- (a) Proportionate cost for formation of the Association will be charged after the handover of the possession and during the formation of the Association.
- (b) Maintenance cost / charges to be paid per month @ Rs. 10/- [Rupees Ten only] per sq.ft of the total carpet area and also shall be deposited by the Buyers to the Developer.
- (c) Electricity Meter for the said Flat : The Purchaser shall deposit security deposit and all other billed charges of the supply agency at actual and Rs.30,000/- for installation of WBSEDCL/CESC meter and misc expenses for supply of electricity to the Said Flat to the Developer
- (d) Charges for Legal Documentation:
at the time of agreement for sale @ 10,000/-at the time of Deed of Conveyance @ 10,000/-
- (e) Towards Sinking Fund @ Rs 10,000/--(Rupees Ten Thousand only)

- (f) In case of Nomination made by the Buyer, The Buyer shall be liable to pay an amount Rs.125/- per sqft, to be calculated on Carpet Area of the said flat along with the GST as applicable. However, the buyer shall be able to do such Nomination only after 12 Months from the date of this Agreement.

Expenses for any addition / alteration work in the Deviation to the Architect's drawing / Sanction plan and fees for rule 26, to be paid by the Buyers at actuals ;

THE SCHEDULE 'D' ABOVE REFERRED TO

SPECIFICATIONS, AMENITIES, FACILITIES

(WHICH ARE PART OF THE APARTMENT)

Foundation	:	Pilling Foundation
Structure	:	R.C.C. Frame Structure.
Brick Works	:	As Standard Bricks
Flooring	:	Bed Rooms, living-Dining and Balcony: Entirely finished with standard Vitrified Tiles. Toilet, W.C. & Kitchen: finished as standard Vitrified Tiles & Wall Tiles. i) Walls or Dado: Kitchen: Cooking platform shall be of black stone and above cooking platform as standard height Glazed tiles with black stone sink. ii) Toilet: as standard height Glazed tiles finished. iii) W.C.: as standard height Glazed tiles finished
Sanitary & Plumbing	:	Inside: P.V.C. pipe with concealed pipe line along with western commode in toilet and W.C., wash basin, cistern, shower, bib cock, stop cock, angular, stopcock as per minimum requirement in each flat. Kitchen: Concealed pipe line with bib cock, angular stopcock as per minimum requirement. Outside: Heavy density P.V.C. & S.W. overhead pipe line.
Windows	:	All windows shall be in Aluminium Shutter windows with fabricated and glass finished with grill.
Doors	:	All main and inside doors shall be standard. Main Doors: shall be provided with one Night Latch, door eye, hatch bolt, handle and door stopper. Other inside Doors: Tower bolt and handle.
Painting	:	Putty finished in each flat without primer or paints all inside wall and ceiling. Outside Paints: .
Electrical	:	One common 440 Volts three face electric line with meter shall be provided for the building with proper earthing system. All electrical lines and points shall be concealed with P.V.C. pipe with copper wire and standard switches and plugs and Board. a) Bed rooms:- Sufficient points shall be provided.

		b) Living cum Dining: Sufficient points shall be provided c) Kitchen: Sufficient points shall be provided. d) Toilet: Sufficient points shall be provided e) Balcony: One light points.
Lift	:	Standard 4 passengers Lift shall be provided.

THE SCHEDULE "E" ABOVE REFERRED TO

(COMMON PORTIONS)

PART - I

A. COMMON PARTS and PORTIONS in the BUILDING.

<ul style="list-style-type: none"> • Entrance Lobby at the ground level of the Said Block 	<ul style="list-style-type: none"> • Lobbies on all Floors and staircase(s) of the Said Block
<ul style="list-style-type: none"> • Lift machine room(s), lift lobbies and lift well(s) of the Said Block 	<ul style="list-style-type: none"> • Water reservoirs/tanks of the Said Block
<ul style="list-style-type: none"> • Water supply pipeline in the Said Block (save those inside any Flat) 	<ul style="list-style-type: none"> • Drainage and sewage pipeline in the Said Block (save those inside any Flat)
<ul style="list-style-type: none"> • Wiring, fittings and accessories for lighting of lobbies, staircase(s) and other Common Portions of the Said Block 	<ul style="list-style-type: none"> • Electricity meter(s) for common installations and space for their installation
<ul style="list-style-type: none"> • Lift(s) and allied machineries in the Said Block 	<ul style="list-style-type: none"> • External walls of the Said Block
<ul style="list-style-type: none"> • Common Roof. 	<ul style="list-style-type: none"> • Stair Room

PART-II

B. **COMMON PARTS** and **PORTIONS** in the **COMPLEX** are listed as under. These **COMMON PARTS** and **PORTIONS/FACILITIES** shall be shared by all the purchasers of current phase as well as by all the purchasers of upcoming phases in this said project“**SHIVLOK**” Present purchasers will have no right to raise any objections on the usage of the under mentioned **COMMON PARTS** and **PORTIONS/FACILITIES** with the purchasers of future horizontal and /or vertical extension which may add on to the present sanction plan.

MEMO OF CONSIDERATION

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

Sl.No.	Cheque No./DD No.	Date	Drawn on Bank & Branch	In favour of	Amount (Rs.)
1.				Prakash Builders (P) Ltd.	
2.				Prakash Builders (P) Ltd.	
3.				Prakash Builders (P) Ltd.	
4.				Prakash Builders (P) Ltd.	
5.				Prakash Builders (P) Ltd.	
6.				Prakash Builders (P) Ltd.	

(Rupees _____) only

SIGNATURE OF DEVELOPER

WITNESSES

1.

2.

Drafted and prepared by me:

