

**AGREEMENT FOR SALE**

1. **Date :**

2. **Place :** Kolkata

3. **Parties :**

3.1 **SHARDA CHOKHANI [PAN : ACRPC8195K], [AADHAAR NO. 849369824635] & [MOBILE NO. 9830969692]**, wife of Late Ashok Kumar Chokhani, daughter of Narsingh Dass Singhi, by faith - Hindu, by occupation - House wife, by nationality - Indian, residing at Arch Shivam, Flat No. 3B, 3rd Floor, 2, Lower Rawdon Street, Circus Avenue, P.O. L.R. Sarani, P.S. Ballygunge, Kolkata - 700020, District South 24 Parganas, West Bengal.

3.1.1 **ABHISHEK CHOKHANI [PAN : AERPC8700J], [AADHAAR NO. 697369995504] & [MOBILE NO. 9830069692]**, son of Late Ashok Kumar Chokhani, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at Arch Shivam, Flat No. 3B, 3rd Floor, 2, Lower Rawdon Street, Circus Avenue, P.O. L.R. Sarani, P.S. Ballygunge, Kolkata - 700020, District South 24 Parganas, West Bengal.



- 3.1.2 **MONA CHOKHANI [PAN : AIBPB2347L], [AADHAAR NO. 451254755889] & [MOBILE NO. 9836469692]**, wife of Abhishek Chokhani, daughter of Hari Prasad Beriwal, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at Arch Shivam, Flat No. 3B, 3rd Floor, 2, Lower Rawdon Street, Circus Avenue, P.O. L.R. Sarani, P.S. Ballygunge, Kolkata - 700020, District South 24 Parganas, West Bengal.

The said (1) Sharda Chokhani, (2) Abhishek Chokhani & (3) Mona Chokhani, jointly represented by their constituted attorney, **PRAJAPATI INFRASTRUCTURE CO [PAN : AAZFP5725A]**, a Partnership Firm, having its office address at 1st Floor, 41/A, Tara Chand Dutta Street, P.O. Kolutolla, P.S. Jorasanko, Kolkata - 700073, District - Kolkata, West Bengal, represented by its Managing Partner namely **SANDEEP KUMAR SARAOGI [PAN : AIIPS2104F], [AADHAAR NO. 390030226095] & [MOBILE NO. 9830035958]**, son of Shyam Sunder Saraogi, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at 1st Floor, 41A, Tara Chand Dutta Street, P.O. Kolutolla, P.S. Jorasanko, Kolkata - 700073, District - Kolkata, West Bengal, by executing a Registered Development Power of Attorney After Registered Development Agreement, which was registered on 22<sup>nd</sup> December 2022, registered in the office of the District Sub-Registrar - II North 24Parganas, and recorded in Book No. I, Volume No. 1502-2023, Pages from 1595 to 1638, being Deed No. 150208025 for the year 2022.

Hereinafter jointly called and referred to as the **"LANDOWNERS/VENDORS"** (which terms and expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, administrators, representatives and assigns) of the **FIRST PART.**

**AND**

- 3.2 **MR..... [PAN : .....], [AADHAAR NO. ....] & [MOBILE NO. ....], son of Mr. ...., by faith - Hindu, by occupation - Service, by Nationality-Indian, having permanent address at: ....., State - ....., IN.**
- 3.2.1 **MRS. .... [PAN : .....], [AADHAAR NO. ....] & [MOBILE NO. ....], wife of Mr. ...., by faith - Hindu, by occupation - House Wife, by Nationality - Indian, having permanent address at: ....., State - ....., IN.**

Hereinafter called and referred to as the **"PURCHASERS"** (which terms and expression shall unless excluded by or repugnant to the context be deemed to mean and include his/her heirs, executors, administrators, representatives and assigns) of the **SECOND PART.**

**AND**

- 3.3 **PRAJAPATI INFRASTRUCTURE CO [PAN : AAZFP5725A]**, a Partnership Firm, having its office address at 1st Floor, 41/A, Tara Chand Dutta Street, P.O. Kolutolla, P.S. Jorasanko,



Kolkata - 700073, District - Kolkata, West Bengal, represented by its Managing Partner namely **SANDEEP KUMAR SARAOGI [PAN : AIIPS2104F], [AADHAAR NO. 390030226095] & [MOBILE NO. 9830035958]**, son of Shyam Sunder Saraogi, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at 1st Floor, 41A, Tara Chand Dutta Street, P.O. Kolutolla, P.S. Jorasanko, Kolkata - 700073, District - Kolkata, West Bengal.

Hereinafter called and referred to as the "**DEVELOPER**" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its/their heirs, executors, administrators, representative, and assigns) of the **THIRD PART**.

Landowners/Vendors, Purchaser/s and Developer collectively Parties and individually Party.

**NOW THIS AGREEMENT WITNESSES, RECORDS, BINDS AND GOVERNS THE CONTRACTUAL RELATIONSHIP BETWEEN THE PARTIES AS FOLLOWS:**

4. **Subject Matter of Agreement**

4.1 **Transfer of Said Flat & Appurtenances :**

4.1.1 **Said Flat/Said Property : ALL THAT** piece and parcel of one independent residential flat, being Flat No. '....., 'Type-....', on the ..... Floor, ..... Side, in 'Block-.....', measuring .....(..... **only** **Square Feet (more or less) be the same a little more or less of super built up area**, lying and situate in the building complex namely "**PRAJAPATI GREENS**", morefully described in the Second Schedule hereunder written, lying and situate on the amalgamated plot of land, which is morefully described in the First Schedule hereunder written [**SAID PROPERTY**].

4.1.2 **Land Share :** Undivided, impartible, proportionate and variable share in the land comprised in the Said Property as is attributable to the Said Property (**Land Share**). The Land Share is/shall be derived by taking into consideration the proportion, which the super built-up area of the Said Property bears to the total super built-up area of the Said Building Complex.

4.1.3 **Share In Common Portions :** Undivided, impartible, proportionate and variable share and/or interest in the common areas, amenities and facilities of the Said Building Complex as is attributable to the Said Property (**Share In Common Portions**), the said common areas, amenities and facilities being described in the Third Schedule below (**collectively Common Portions**). The Share in Common Portions is/shall be derived by taking into consideration the proportion which the super built-up area of the Said Property bear to the total super built-up area of the Said Building Complex.

5. **BACKGROUND :**

5.1 **Ownership of Landowners :** By virtue of the events and in the circumstances, the Landowners herein, became the absolute joint owners of the First Schedule Property, free from all encumbrances and were in peaceful possession thereof, described as follows :

5.1.1 **CHAIN AND TITLE REGARDING ABSOLUTE AND TOTAL JOINT OWNERSHIP OF (1) SHARDA CHOKHANI, (2) ABHISHEK CHOKHANI & (3) MONA CHOKHANI, LANDOWNERS HEREIN, IN RESPECT OF FIRST SCHEDULE PROPERTY, AS IS FOLLOWS :**

5.1.1.1 **Absolute Joint Ownership of (1) M/s. Sandeep Trading Co., (2) M/s. H.R.G. Finance & Investment Consultants (P) Ltd. & (3) Synchron Commercial Pvt. Ltd. under Deed No. 05145 for the year 2007 :** One (1) M/s. Sandeep Trading Co., (2) M/s. H.R.G. Finance & Investment Consultants (P) Ltd. (now known as Utkal Realtors Pvt. Ltd.) & (3) Synchron Commercial Pvt. Ltd., were the absolute joint owners of ALL THAT piece and parcel of land measuring 21 (Twenty One) Cottahs 0 (Zero) Chittack 34 (Thirty Four) sq.ft. more or less, comprised in C.S. Dag Nos. 1118, 1119 & 1120 corresponding to R.S. Dag Nos. 1183, 1184 & 1185, under R.S. Khatian No. 2182, L.R. Khatian Nos. 2720 & 3579, in Mouza - Reckjoani, J.L. No. 13, Re. Sa No. 198, Touzi No. 172, 2998, Hal Touzi No. 10, Pargana - Kalikata, P.S. Rajarhat, in the District North 24 Parganas, by purchasing the same from one (1) Rehana Rahman, (2) Sami-Ur-Rahman, (3) Nafisa Mahmood & (4) Fauzia Mahmood, by the strength of a Registered Deed of Conveyance, registered on 18.01.2007, registered in the office of the D.S.R.-II, North 24 Parganas, at Barasat, and recorded in Book No. I, CD Volume No. 8, Pages 5059 to 5085, being Deed No. 05145 for the year 2007.

5.1.1.2 **L.R. Records :** After having absolute possession and absolute ownership over the aforesaid property, the said (1) M/s. Sandeep Trading Co., (2) M/s. H.R.G. Finance & Investment Consultants (P) Ltd. (now known as Utkal Realtors Pvt. Ltd.) & (3) Synchron Commercial Pvt. Ltd., duly recorded their/its names in the record of the L.R. Settlement in L.R. Khatian Nos. 5003, 5004 & 5005 respectively.

5.1.1.3 **Joint Sale by the said (1) M/s. Sandeep Trading Co., (2) Utkal Realtors Pvt. Ltd. (formerly known as M/s. H.R.G. Finance & Investment Consultants (P) Ltd.) & (3) Synchron Commercial Pvt. Ltd. to M/s. Overtop Highrise Private Limited :** While in absolute possession and absolute ownership over the aforesaid property, the said (1) M/s. Sandeep Trading Co., (2) Utkal Realtors Pvt. Ltd. (formerly known as M/s. H.R.G. Finance & Investment Consultants (P) Ltd.) & (3) Synchron Commercial Pvt. Ltd. to M/s. Overtop Highrise Private Limited, jointly sold, transferred and conveyed a plot of land measuring :

R.S./L.R. Dag No.	R.S. Khatian No.	L.R. Khatian No.	Total Land in Dag [In Decimal]	Sold Property [In Decimal]	Sold Property K - CH - FT.
1183	2182	5003, 5004 & 5005	03	03.00	01- 13 - 00
1184	2182	5003, 5004 & 5005	38	30.69	18- 09 - 04
1185	2182	5003, 5004 & 5005	50	<u>01.10</u>	<u>00- 10 - 30</u>
				34.79	21- 00 - 34

In total land measuring 34.79 (Thirty Four Point Seven Nine) Decimals more or less equivalent to 21 (Twenty One) Cottahs 0 (Zero) Chittack 34 (Thirty Four) sq.ft. more or less, comprised in C.S. Dag Nos. 1118, 1119 & 1120 corresponding to R.S. Dag No. 1183, 1184 & 1185, under R.S. Khatian No. 2182, L.R. Khatian Nos. 5003, 5004 & 5005, in Mouza - Reckjoani, J.L. No. 13, Re. Sa No. 198, Touzi No. 172, 2998, Hal Touzi No. 10, Pargana -

Kalikata, P.S. Rajarhat, in the District North 24 Parganas, to one M/s. Overtop Highrise Private Limited, having its Registered Office at 44/2, Ashutosh Mukherjee Road, Maheshtalla, Budge Budge, P.S. Maheshtalla, Kolkata - 700137, by the strength of a Registered Deed of Conveyance, registered on 18.04.2013, registered in the office of the A.R.A.-II, Kolkata, and recorded in Book No. I, CD Volume No. 18, Pages 188 to 209, being Deed No. 05383 for the year 2013.

5.1.1.4 **Absolute Ownership of M/s. Overtop Highrise Private Limited under Deed No. 05383 for the year 2013** : Thus on the basis of the aforementioned Registered Deed of Conveyance, bearing Deed No. 05383 for the year 2013, the said M/s. Overtop Highrise Private Limited, became the absolute owner of ALL THAT piece and parcel of land measuring:

R.S./L.R. Dag No.	R.S. Khatian No.	L.R. Khatian No.	Total Land in Dag [In Decimal]	Ownership [In Decimal]	Ownership K - CH - SFT.
1183	2182	5003, 5004 & 5005	03	03.00	01 - 13- 00
1184	2182	5003, 5004 & 5005	38	30.69	18 - 09- 04
1185	2182	5003, 5004 & 5005	50	01.10	00 - 10- 30
				<b>34.79</b>	<b>21 - 00- 34</b>

In total land measuring 34.79 (Thirty Four Point Seven Nine) Decimals more or less equivalent to 21 (Twenty One) Cottahs 0 (Zero) Chittack 34 (Thirty Four) sq.ft. more or less, comprised in C.S. Dag Nos. 1118, 1119 & 1120 corresponding to R.S./L.R. Dag No. 1183, 1184 & 1185, under R.S. Khatian No. 2182, L.R. Khatian Nos. 5003, 5004 & 5005, in Mouza - Reckjoani, J.L. No. 13, Re. Sa No. 198, Touzi No. 172, 2998, Hal Touzi No. 10, Pargana - Kalikata, P.S. Rajarhat, within the local limit of Rajarhat Bishnupur 1 No. Gram Panchayet, in the District North 24 Parganas.

5.1.1.5 **L.R. Record** : After having absolute possession and absolute ownership over the aforesaid property, the said M/s. Overtop Highrise Private Limited, duly recorded its/their names in the record of the L.R. Settlement in L.R. Khatian No. 6722.

5.1.1.6 **Sale by the said M/s. Overtop Highrise Private Limited to one, Ashok Kumar Chokhani & Ownership of Ashok Kumar Chokhani, since deceased** : The said M/s. Overtop Highrise Private Limited out of their total ownership, sold, transferred and conveyed a plot of land measuring 9 (Nine) Decimals more or less, comprised in R.S. Dag No. 1184, under R.S. Khatian No. 2182, L.R. Khatian No. 6722 (in the name of M/s. Overtop Highrise Private Limited), in Mouza - Reckjoani, J.L. No. 13, Re. Sa No. 198, Touzi No. 172, 2998, Hal Touzi No. 10, Pargana - Kalikata, P.S. Rajarhat, within the local limit of Rajarhat Bishnupur 1 No. Gram Panchayet, in the District North 24 Parganas, to one Ashok Kumar Chokhani, since deceased, by the strength of a Registered Deed of Conveyance, registered on 28.12.2018, registered in the office of the A.D.S.R. Rajarhat, New Town, and recorded in Book No. I, Volume No. 1523-2019, Pages 14122 to 14149, being Deed No. 152300028 for the year 2019.

Thus on the basis of the aforementioned Registered Deed of Conveyance, bearing Deed No. 152300028 for the year 2019, the said Ashok Kumar Chokhani, since deceased, became the absolute owner of ALL THAT piece and parcel of land measuring 9 (Nine) Decimals more or less, comprised in R.S./L.R. Dag No. 1184, under R.S. Khatian No. 2182, L.R. Khatian No. 6722 (in the name of M/s. Overtop Highrise Private Limited), in Mouza - Reckjoani, J.L.

No. 13, Re. Sa No. 198, Touzi No. 172, 2998, Hal Touzi No. 10, Pargana - Kalikata, P.S. Rajarhat, within the local limit of Rajarhat Bishnupur 1 No. Gram Panchayet, in the District North 24 Parganas.

5.1.1.7 **Again Sale by the said M/s. Overtop Highrise Private Limited to one Sharda Chokhani & Ownership of Sharda Chokhani :** The said M/s. Overtop Highrise Private Limited out of their total ownership, again sold, transferred and conveyed a plot of land measuring 1 (One) Decimal more or less, comprised in R.S./L.R. Dag No. 1185, under R.S. Khatian No. 2182, L.R. Khatian No. 6722 (in the name of M/s. Overtop Highrise Private Limited), in Mouza - Reckjoani, J.L. No. 13, Re. Sa No. 198, Touzi No. 172, 2998, Hal Touzi No. 10, Pargana - Kalikata, P.S. Rajarhat, within the local limit of Rajarhat Bishnupur 1 No. Gram Panchayet, in the District North 24 Parganas, to one Sharda Chokhani, by the strength of a Registered Deed of Conveyance, registered on 28.12.2018, registered in the office of the A.D.S.R. Rajarhat, New Town, and recorded in Book No. I, Volume No. 1523-2019, Pages 14150 to 14176, being Deed No. 152300029 for the year 2019.

Thus on the basis of the aforementioned Registered Deed of Conveyance, bearing Deed No. 152300029 for the year 2019, the said Sharda Chokhani, became the absolute owner of ALL THAT piece and parcel of land measuring 1 (One) Decimal more or less, comprised in R.S./L.R. Dag No. 1185, under R.S. Khatian No. 2182, L.R. Khatian No. 6722 (in the name of M/s. Overtop Highrise Private Limited), in Mouza - Reckjoani, J.L. No. 13, Re. Sa No. 198, Touzi No. 172, 2998, Hal Touzi No. 10, Pargana - Kalikata, P.S. Rajarhat, within the local limit of Rajarhat Bishnupur 1 No. Gram Panchayet, in the District North 24 Parganas.

5.1.1.8 **Again Sale by the said M/s. Overtop Highrise Private Limited to the said Sharda Chokhani & Ownership of Sharda Chokhani :** The said M/s. Overtop Highrise Private Limited out of their total ownership, again sold, transferred and conveyed a plot of land measuring :

R.S./L.R. Dag No .	R.S. Khatian No.	L.R. Khatian No.	Total Land in Dag [In Decimal]	Nature of Land	Sold Property [In Decimal]
1183	2182	6722	03	Doba	3.00
1184	2182	6722	38	Danga	<u>3.71</u>
					<b><u>6.71</u></b>

In total land measuring 6.71 (Six Point Seven One) Decimal more or less, comprised in R.S./L.R. Dag Nos. 1183 & 1184, under R.S. Khatian No. 2182, L.R. Khatian No. 6722 (in the name of M/s. Overtop Highrise Private Limited), in Mouza - Reckjoani, J.L. No. 13, Re. Sa No. 198, Touzi No. 172, 2998, Hal Touzi No. 10, Pargana - Kalikata, P.S. Rajarhat, within the local limit of Rajarhat Bishnupur 1 No. Gram Panchayet, in the District North 24 Parganas, to the said Sharda Chokhani, by the strength of a Registered Deed of Conveyance, registered on 28.12.2018, registered in the office of the A.D.S.R. Rajarhat, New Town, and recorded in Book No. I, Volume No. 1523-2019, Pages 14177 to 14204, being Deed No. 152300030 for the year 2019.

Thus on the basis of the aforementioned Registered Deed of Conveyance, bearing Deed No. 152300030 for the year 2019, the said Sharda Chokhani, became the absolute owner of ALL THAT piece and parcel of land measuring :

R.S./L.R. Dag No.	R.S. Khatian No.	L.R. Khatian No.	Total Land in Dag [In Decimal]	Nature of Land	Ownership [In Decimal]
1183	2182	6722	03	Doba	3.00
1184	2182	6722	38	Danga	<u>3.71</u>
					<b><u>6.71</u></b>

In total land measuring 6.71 (Six Point Seven One) Decimal more or less, comprised in R.S./L.R. Dag Nos. 1183 & 1184, under R.S. Khatian No. 2182, L.R. Khatian No. 6722 (in the name of M/s. Overtop Highrise Private Limited), in Mouza - Reckjoani, J.L. No. 13, Re. Sa No. 198, Touzi No. 172, 2998, Hal Touzi No. 10, Pargana - Kalikata, P.S. Rajarhat, within the local limit of Rajarhat Bishnupur 1 No. Gram Panchayet, in the District North 24 Parganas.

5.1.1.9 **Again Sale by the said M/s. Overtop Highrise Private Limited to Abhishek Chokhani & Ownership of Abhishek Chokhani :** The said M/s. Overtop Highrise Private Limited out of their total ownership, again sold, transferred and conveyed a plot of land measuring 9 (Nine) Decimal more or less, comprised in R.S./L.R. Dag No. 1184, under R.S. Khatian No. 2182, L.R. Khatian No. 6722 (in the name of M/s. Overtop Highrise Private Limited), in Mouza - Reckjoani, J.L. No. 13, Re. Sa No. 198, Touzi No. 172, 2998, Hal Touzi No. 10, Pargana - Kalikata, P.S. Rajarhat, within the local limit of Rajarhat Bishnupur 1 No. Gram Panchayet, in the District North 24 Parganas, to one Abhishek Chokhani, by the strength of a Registered Deed of Conveyance, registered on 28.12.2018, registered in the office of the A.D.S.R. Rajarhat, New Town, and recorded in Book No. I, Volume No. 1523-2019, Pages 14205 to 14231, being Deed No. 152300031 for the year 2019.

Thus on the basis of the aforementioned Registered Deed of Conveyance, bearing Deed No. 152300031 for the year 2019, the said Abhishek Chokhani, became the absolute owner of ALL THAT piece and parcel of land measuring 9 (Nine) Decimal more or less, comprised in R.S./L.R. Dag No. 1184, under R.S. Khatian No. 2182, L.R. Khatian No. 6722 (in the name of M/s. Overtop Highrise Private Limited), in Mouza - Reckjoani, J.L. No. 13, Re. Sa No. 198, Touzi No. 172, 2998, Hal Touzi No. 10, Pargana - Kalikata, P.S. Rajarhat, within the local limit of Rajarhat Bishnupur 1 No. Gram Panchayet, in the District North 24 Parganas.

5.1.1.10 **Again Sale by the said M/s. Overtop Highrise Private Limited to Mona Chokhani & Ownership of Mona Chokhani :** The said M/s. Overtop Highrise Private Limited again sold, transferred and conveyed a plot of land measuring 9 (Nine) Decimal more or less, comprised in R.S./L.R. Dag No. 1184, under R.S. Khatian No. 2182, L.R. Khatian No. 6722 (in the name of M/s. Overtop Highrise Private Limited), in Mouza - Reckjoani, J.L. No. 13, Re. Sa No. 198, Touzi No. 172, 2998, Hal Touzi No. 10, Pargana - Kalikata, P.S. Rajarhat, within the local limit of Rajarhat Bishnupur 1 No. Gram Panchayet, in the District North 24 Parganas, to one Mona Chokhani, by the strength of a Registered Deed of Conveyance, registered on 28.12.2018, registered in the office of the A.D.S.R. Rajarhat, New Town, and recorded in Book No. I, Volume No. 1523-2019, Pages 15668 to 15694, being Deed No. 152300032 for the year 2019.

Thus on the basis of the aforementioned Registered Deed of Conveyance, bearing Deed No. 152300032 for the year 2019, the said Mona Chokhani, became the absolute owner of ALL THAT piece and parcel of land measuring 9 (Nine) Decimal more or less, comprised in R.S./L.R. Dag No. 1184, under R.S. Khatian No. 2182, L.R. Khatian No. 6722 (in the name

of M/s. Overtop Highrise Private Limited), in Mouza - Reckjoani, J.L. No. 13, Re. Sa No. 198, Touzi No. 172, 2998, Hal Touzi No. 10, Pargana - Kalikata, P.S. Rajarhat, within the local limit of Rajarhat Bishnupur 1 No. Gram Panchayet, in the District North 24 Parganas.

- 5.1.1.11 **Absolute Total & Individual Ownership** : Thus on the basis of the aforementioned facts and circumstances and on the basis of the aforementioned registered deeds, the absolute and total ownership of the said (1) Ashok Kumar Chokhani, since deceased, (2) Sharda Chokhani, (3) Abhishek Chokhani & (4) Mona Chokhani, as follows :

Name of the Owner	R.S./L.R. Dag No.	Deed No. & Year	Individual Ownership [In Decimal]	Total Ownership [In Decimal]
Ashok Kumar Chokhani	1184	152300028/19	09.00	09.00
Sharda Chokhani	1185	152300029/19	01.00	
Sharda Chokhani	1183	152300030/19	03.00	
Sharda Chokhani	1184	152300030/19	03.71	07.71
Abhishek Chokhani	1184	152300031/19	09.00	09.00
Mona Chokhani	1184	152300032/19	09.00	<u>09.00</u>
				<b>34.71</b>

In total physical plot of land measuring 34.71 (Thirty Four Point Seven One) Decimals more or less instead of land measuring 34.79 (Thirty Four Point Seven Nine) Decimals more or less.

- 5.1.1.12 **L.R. Records** : After purchasing the aforesaid property, the said (1) Ashok Kumar Chokhani, (2) Sharda Chokhani, (3) Abhishek Chokhani & (4) Mona Chokhani, Landowners herein, duly recorded their names in the record of the L.R. Settlement, as follows :

**Ashok Kumar Chokhani [since deceased]:**

R.S./L.R. Dag No.	L.R. Khatian No.	Total Land in Dag [In Decimal]	Share out of 1.0000 share	Record [In Decimal]
1184	8299	38	0.2369	09

**Sharda Chokhani:**

R.S./L.R. Dag No.	L.R. Khatian No.	Total Land in Dag [In Decimal]	Share out of 1.0000 share	Record [In Decimal]
1183	8302	03	1.0000	03
1184	8302	38	0.0977	04
1185	8302	50	0.0200	01

**Abhishek Chokhani:**

R.S./L.R. Dag No.	L.R. Khatian No.	Total Land in Dag [In Decimal]	Share out of 1.0000 share	Record [In Decimal]
1184	8300	38	0.2369	09

**Mona Chokhani:**

R.S./L.R. Dag No.	L.R. Khatian No.	Total Land in Dag [In Decimal]	Share out of 1.0000 share	Record [In Decimal]
1184	8301	38	0.2367	09



- 5.1.1.13. **Conversion of Land** : The said (1) Ashok Kumar Chokhani, (2) Sharda Chokhani, (3) Abhishek Chokhani & (4) Mona Chokhani, Landowners herein, duly applied before the concerned B.L.&L.R.O. Rajarhat, District North 24 Parganas, for conversion of the said land possessed by them under L.R. Khatian Nos. 8299, 8302, 8300 & 8301, from 'Danga & Bagan' to 'Bastu/Bahutal Abasan', and the concerned authority duly converted the said land in 'Bahutal Abasan', in following ways :

**Ashok Kumar Chokhani :**

R.S./L.R. Dag No.	L.R. Khatian No.	Memo No.	Date	Conversion Case No. (Post Con :)
1184	8299	CON/157/BL&LRO/RAJ	02.01.2020	CN/2019/1507/2710

**Sharda Chokhani :**

R.S./L.R. Dag No.	L.R. Khatian No.	Memo No.	Date	Conversion Case No. (Post Con :)
1185	8302	180/BL&LRO/RHT/20	24.01.2020	583/BL&LRO/RAJ/19
1184	8302	CON/159/BL&LRO/RAJ	22.01.2020	CN/2019/1507/2708

**Abhishek Chokhani :**

R.S./L.R. Dag No.	L.R. Khatian No.	Memo No.	Date	Conversion Case No. (Post Con :)
1184	8300	CON/158/BL&LRO/RAJ	22.01.2020	CN/2019/1507/2709

**Mona Chokhani :**

R.S./L.R. Dag No.	L.R. Khatian No.	Memo No.	Date	Conversion Case No. (Post Con :)
1184	8301	CON/156/BL&LRO/RAJ	22.01.2020	CN/2019/1507/2711

- 5.1.1.14 **Registered Development Agreement Executed by said (1) Ashok Kumar Chokhani, (2) Sharda Chokhani, (3) Abhishek Chokhani & (4) Mona Chokhani** : It is to be mentioned here that the said (1) Ashok Kumar Chokhani, since deceased, (2) Sharda Chokhani, (3) Abhishek Chokhani & (4) Mona Chokhani, jointly executed a Registered Development Agreement in respect of their aforesaid total property with present Developer, Prajapati Infrastructure Co., with some terms and condition mentioned therein. The said Development Agreement was registered on 25.01.2021, registered in the office of the District Sub-Registrar-II, North 24 Parganas, at Barasat, and recorded in Book No. I, Volume No. 1502-2021, Pages 11326 to 11394, being Deed No. 150200311 for the year 2021.

It is to be mentioned here that in accordance with the said Registered Development Agreement, the said owners jointly received Rs.50,00,000/- (Rupees Fifty Lakh) only as refundable amount from the Developer herein, and details of which is morefully described in the Memo of Consideration of the said Registered Development Agreement.

- 5.1.1.15 **Registered Development Power of Attorney After Registered Development Agreement** : On the basis of the said Registered Development Agreement, the said (1) Ashok Kumar

Chokhani, since deceased, (2) Sharda Chokhani, (3) Abhishek Chokhani & (4) Mona Chokhani, executed a Registered Development Power of Attorney After Registered Development Agreement, wherein, the said owners, duly appointed and nominated the said Sandeep Kumar Saraogi, Managing Partner of Prajapati Infrastructure Co, Developer herein, as their constituted attorney, with power to sale, transfer and convey the units under purview of Developer's Allocation. The said Registered Development Power of Attorney After Registered Development Agreement was registered on 28.01.2021, registered in the office of the District Sub-Registrar-II, North 24 Parganas, at Barasat, and recorded in Book No. I, Volume No. 1502-2021, Pages 12994 to 13037, being Deed No. 150200357 for the year 2021.

- 5.1.1.16 **Supplementary Development Agreement & Sanction of Building Plan :** It is to be noted here that on the basis of the aforementioned Registered Development Agreement, a Supplementary Development Agreement has been executed in between the parties herein on 22.03.2021. In accordance with the said Supplementary Development Agreement, an Escrow Account has been opened with ICICI Bank Ltd., Technopolis Branch, (in the name of Prajapati Infrastructure Co. Prajapati Greens), vide Account No. 022905002576, and sale consideration of all flats/garages/units has been deposited in the said account and the same will be distributed in between the Developer and the Landowners as per ratio as described in the said Registered Development Agreement after deduction of commission or marketing expenses. All the flats/garages/units will be sold by the developer in accordance with the said Supplementary Development Agreement dated 22.03.2021.

It is to be mentioned here that the said Developer in the name of the said relevant owners, sanctioned a building plan on the said plot of land and which is morefully described in the First Schedule hereunder written, from the concerned Executive Officer, Rajarhat Panchayat Samity, Rajarhat, North 24 Parganas (District Engineer, North 24 Parganas, Zilla Parishad) on 16.07.2021 vide Approval Order No. 54/RPS dated 16.07.2021.

- 5.1.1.17 **Demise of Ashok Kumar Chokhani :** In the mean time, the said Ashok Kumar Chokhani (one of the co-owner of the first schedule property) died intestate on 09.02.2022, leaving behind his wife namely Sharda Chokani, only son namely Abhishek Chokhani, and three married daughters namely (1) Rashmi Saraf, wife of Manmohan Saraf, (2) Manisha Saraf, wife of Amit Saraf & (3) Megha Rungta, wife of Anuj Kumar Rungta, as his heirs and successors in interest in respect of his own plot of land measuring 9 (Nine) Decimals more or less (as described in Clause No. 5.1.1.11 hereinabove), left by the said Ashoka Kumar Chokhani, since deceased, and each having undivided 1/5th share in the property of the said Ashok Kumar Chokhani, since deceased.

- 5.1.1.18 **Registered Deed of Gift executed by the said (1) Abhishek Chokhani, (2) Rashmi Saraf, (3) Manisha Saraf & (4) Megha Rungta in favour of their mother, the said Sharda Chokhani :** The said (1) Abhishek Chokhani, (2) Rashmi Saraf, (3) Manisha Saraf & (4) Megha Rungta, jointly gifted their undivided 4/5th share in the estate of their deceased father, Ashok Kumar Chokhani, in favour of their mother/co-owner, the said Sharda Chokhani, by executing a Registered Deed of Gift, which was registered on 15.06.2022, registered in the office of the A.R.A.-III, Kolkata, and recorded in Book No. I, Volume No. 1903-2022, Pages 3656681 to 365706, being Deed No. 190306495 for the year 2022.

5.1.1.19 **Present Ownership** : Thus on the basis of the aforementioned facts and circumstances, the present ownership of the present owners in the property, as is under :

Name of the Owner	R.S./L.R. Dag No.	Own Land as per Clause No.5.1.1.11	Land Received under Deed No.190306495 for the year 2022	Total Ownership [In Decimal]
Sharda Chokhani	1185	01.00	-	01.00
Sharda Chokhani	1183	03.00	-	03.00
Sharda Chokhani	1184	03.71	09.00	12.71
				16.71
Abhishek Chokhani	1184	09.00	-	09.00
Mona Chokhani	1184	09.00	-	<u>09.00</u>
				<b><u>34.71</u></b>

5.1.1.20 **Decision to execution of fresh Registered Development Agreement & fresh Registered Development Power of Attorney** : After demise of the said Ashok Kumar Chokhani, the present owners, (1) Sharda Chokhani, (2) Abhishek Chokhani & (3) Mona Chokhani and the Developer herein, decided to sign and execute a fresh Registered Development Agreement along with fresh Registered Development Power of Attorney After Registered Development Agreement for smooth running of the project. On the basis of the said decision, the said (1) Sharda Chokhani, (2) Abhishek Chokhani & (3) Mona Chokhani, Landowners herein, and the said Prajapati Infrastructure Co, Developer herein, executed a fresh Registered Development Agreement, which was registered on 22/12/2022, registered in the office of the DSR -II, North 24 Parganas, West Bengal, and recorded in Book No. I, Volume No. 1502-2023, Pages from 1595 to 1638, being Deed No. 150208025 for the year 2022.

5.1.1.21 **Fresh Registered Development Power of Attorney After Registered Development Agreement** : On the basis of the aforementioned fresh Registered Development Agreement, the said (1) Sharda Chokhani, (2) Abhishek Chokhani & (3) Mona Chokhani, Landowners herein, jointly executed a fresh Registered Development Power of Attorney After Registered Development Agreement, wherein, the said owners duly appointed and nominated the said Prajapati Infrastructure Co, Developer herein, as their constituted attorney. The said Registered Development Power of Attorney After Registered Development Agreement was registered on 22<sup>nd</sup> of December 2022, registered in the office of the D.S.R-II North 24 Parganas, West Bengal, and recorded in Book No. I, Volume No. 1502-2023, Pages from 1508 to 1525, being Deed No. 150208035 for the year 2022.

5.1.1.22 **Fresh Supplementary Development Agreement** : It is to be noted here that after demise of the said Ashok Kumar Chokhani, a fresh Supplementary Development Agreement has been executed in between the present Landowners and the Developer herein on 22/12/2022 It is already mentioned in 'Clause No. 5.1.1.16', that the Developer has already been opened an Escrow Account with ICICI Bank Ltd., Technopolis Branch, (in the name of Prajapati Infrastructure Co. Prajapati Greens), vide Account No. 022905002576, and sale consideration of all flats/garages/shops/units of the project has been deposited in the said account and the same will be distributed in between the Developer and the present

Landowners as per ratio as described in the fresh Registered Development Agreement dated 22/12/2022 i.e. Land owners' share 40% (Forty Percent) & Developer's share 60% (Sixty Percent) after deduction of commission or marketing expenses. It is further to be stated here that the Developer will sale each and every units [all the units (flats/shops/car parking spaces)] of the building to any intending purchaser/s and take sale consideration of the said units from the intending purchaser/s and will deposit the same (after deducting brokerage/mandatory charges/taxes/commission etc.) in the abovementioned account and the said amount will be divided in between the present Landowners and Developer with their ratio as described above i.e. Landowners' share 40% (Forty Percent) & Developer's share 60% (Sixty Percent). It is also to be mentioned here that the Developer will sale the said entire units in the project in their names and representing the Landowners as power of attorney holder and as constituted attorney of the landowners. All the agreements/documents/deeds of conveyance relating to the sale of the said entire units of the project will be signed, executed and registered by the Developer, and representing the developer as power of attorney holder and as constituted attorney of the landowners. The entire sale consideration either part payment or full payment received from the intending buyer/s taken by the developer and the same will be deposited (after deducting brokerage/mandatory charges/taxes/commission etc.) in the abovementioned account and the said amount will be divided in between the present Landowners and Developer with their ratio as described above i.e. Landowner's' share 40% (Forty Percent) & Developer's share 60% (Sixty Percent). It is hereby duly acknowledged and confirmed the Supplementary Development Agreement by the present Landowners. It is hereby declared by the parties herein that this present Supplementary Development Agreement is/will be treated as part and parcel of the said fresh Registered Development Agreement dated 22/12/2022.

It is to be stated that the developer during the lime time of the said Ashok Kumar Chokhani, since deceased executed some registered or unregistered Agreements for Sale with the purchaser/s in the project in question. The said agreements/deeds/documents will remain valid and enforceable and it is duties and responsibilities of the Developer, to complete the said transactions held in between the Developer and the said purchaser/s.

5.1.2 **CONSTRUCTION OF BUILDING/COMPLEX :**

5.1.2.1 **Construction of Building Complex :** On the basis of the afore noted sanctioned building plan duly sanctioned by the concerned Executive Officer, Rajarhat Panchayat Samity, Rajarhat, North 24 Parganas (District Engineer, North 24 Parganas, Zilla Parishad) on 16.07.2021 vide Approval Order No. 54/RPS dated 16.07.2021, the Developer herein, constructed a building complex namely "**PRAJAPATI GREENS**" consisting its two blocks namely 'Block-A' & 'Block-B', on the said plot of land, which is more fully described in the First Schedule hereunder written.

5.1.3 **BRIEF OF BUILT UP, COVERED & SUPER BUILT UP AREA :**

5.1.3.1 **Built Up Area/Lockable Area :** Here Built up area/Lockable area means, the area in which the flat has been built. It includes carpet area of the flat plus cent percent of internal walls

area plus fifty percent of the common partition wall between two units plus cent percent area covered by the individual wall for the said unit.

5.1.3.2 **Total Covered Area** : Here total covered area means, built up/lockable area of the flat plus proportionate area of common spaces like stairs, community hall, lift & lobby areas of that particular floor.

5.1.3.3 **Super Built Up Area** : Here super built up area means the total covered area plus proportionate share of 30% of total covered area (being service area).

6. **APPROACH & ACCEPTANCE :**

6.1 **Approach & Acceptance** : The Purchasers herein have approached the Developer for purchasing the **SAID FLAT/SAID PROPERTY** which is more fully described in the Second Schedule hereunder written, and the Developer have accepted the same of the Purchasers conditional upon the Purchasers entering into this Agreement.

7. **CONDITIONS PRECEDENT :**

7.1 **Acceptance of Conditions Precedent** : The Parties have accepted and agreed that the following are and shall be the conditions precedent to this Agreement :

7.1.1 **Financial and Other Capacity of Purchasers** : The undertaking of the Purchasers to the Developer/Owners that the Purchasers have the financial and other resources to meet and comply with all financial and other obligations under this Agreement, punctually.

7.1.2 **Satisfaction of Purchasers** : The undertaking of the Purchasers to the Developer that the Purchasers are acquainted with, fully aware of and are thoroughly satisfied about the title of the Owners/Developer, the Plans, all the background papers, the right of the Purchasers to enter into this Agreement and the extent of the rights being granted in favour of the Purchasers, and shall not raise any objection with regard thereto.

7.1.3 **Measurement** : As regards super built up area of the Said Property, the Parties confirm, accept and assure each other that the certificate of Architect and/or Architects as may be appointed by the Developer from time to time shall be final and binding upon the Parties. At the time of delivery the Purchasers may appoint their own Architect for verifying the measurement. The net price (defined in Clause-9, below) shall increase or decrease on the basis of the final measurement.

7.1.4 **Rights Confined to Said Property And Appurtenances** : The undertaking of the Purchasers to the Developer that the right, title and interest of the Purchasers are confined only to the Said Property and Appurtenances and the Developer is entitled to deal with and dispose of all other portions of the Said Property and the Said Building Complex to third parties at the sole discretion of the Developer, to which the Purchasers, under no circumstances, shall be entitled to raise any objection.

7.1.5 **Common Portions Subject to Change :** The mutual agreement and acceptance by and between the Parties that although the Common Portions is described in the Third Schedule below, the said description is only indicative and is not intended to bind the Developer in any manner. The Developer shall, in the absolute discretion of the Developer, be entitled to modify, improve or otherwise improvise upon the Common Portions and the Purchasers shall not have any claim, financial or otherwise, against the Developer for such change.

8. **COMMENCEMENT AND VALIDITY:**

8.1 **Date of Commencement:** This Agreement have commenced and shall be deemed to have commenced on and with effect from the date mentioned at the beginning of this Agreement.

8.1.1 **Validity:** This Agreement shall remain in force till such time the Said Property and Appurtenances is completed and possession thereof is delivered to the Purchasers and conveyance is done, unless terminated in the manner mentioned in this Agreement.

9. **NET PRICE, PAYMENT AND EXTRAS:**

9.1 **Net Price :** The total consideration for sale of **SAID FLAT** is **Rs...../-** (**..... Only**) @ **Rs...../-** (**..... Only**) **only per sq.ft. of super built up area (Net Price)**, which the Parties confirm and accept. The Net Price has been fixed by mutual consent and hence it shall not be covered to question by either Party **provided however** the Net Price shall vary proportionately and does not include the extras mentioned below.

9.1.1 **Payment of Net Price :** The Net Price shall be paid in the manner mentioned in the Fifth Schedule hereunder written and time being the essence of contract. The Purchasers agree and covenant not to claim any right or possession over and in respect of the Said Property and Appurtenances till such time the Purchasers have paid the entirety of the Net Price and paid or deposited all other amounts agreed to be paid or deposited under this Agreement.

9.1.2 **Notice for Payment :** On happening of each event mentioned in the chart above, the Developer shall give written notice to the Purchasers (**Payment Notice**), quantifying the amount payable by the Purchasers. Within 15 days of the date of the Payment Notice, the Purchasers shall (unconditionally, without demur and without raising any dispute about service/receipt of the Payment Notice), pay the amount quantified in the Payment Notice, failing which the Purchasers shall be deemed to be in default and the consequences. The Purchasers' covenant that the Purchasers shall regularly and punctually make payment of the instalments of the Net Price in the manner mentioned in the Fifth Schedule hereunder written and this Agreement is and shall be deemed to be sufficient notice to the Purchasers about the obligation to make payment.

9.1.3 **Extras :** In addition to the Net Price mentioned above, the Purchasers shall also pay to the Developer the following (collectively **Extras**) :

9.1.4 **Proportionately :** Proportionately, costs, expenses, deposits and charges for :

- (a) **Betterment Fees :** Betterment or other levies that may be charged/imposed by any government authorities or statutory bodies on the Said Property and Appurtenances or its terms hereof.
- (b) **Formation of Association :** Formation of a body which may be a syndicate, committee, body corporate, company or association under the West Bengal Apartment Ownership Act, 1972 and/or under the Co-operative Societies Act, 1983 (**Association**). The cost will be shared at actual and proportionately.
- (c) **Taxes :** If applicable, the purchasers shall pay GST any other tax and imposition levied by the State Government, Central Government or any other authority or body on the Developer, from time to time.

9.1.5 **Wholly:** Wholly, costs, expenses, deposits and charges towards :

- (a) **Legal Fees, Stamp Duty and Registration Costs :** Fees of Pinaki Chattopadhyay & Associates, Advocates (**Legal Advisors**), who have drawn this Agreement and shall exclusively draw all further documents including Deed of Conveyance. The fee (for 2BHK Flats Rs. 25,000/- & for 3 BHK Flats Rs.30,000/-) shall be paid to the Developer who shall do all accounting with the Legal Advisors. Stamp Duty, Registration Fees and miscellaneous charges for this Agreement and further documents shall be borne by the Purchasers.
- (b) **Additional Work :** Increased costs due to any variation or additional/extra work over and above the specifications given in the Fourth Schedule below (**Specifications**) or Plans or extra work done for the Said Property as per desire of the Purchasers. Variation in Specifications shall mean variation/change of specifications subject to the approval of the concerned authority. Instruction in writing for such variation or additional/extra work as per the desire of the Purchasers should reach the Developer along with payment of the estimated expenses thereof, prior to execution of the work.
- (c) **Mandatory Charges :** The Purchasers herein agree to pay over and above the total sale consideration of the said property to the Developer, a proportionate share, for (i) Transformer Charges @ Rs.70/- per sq.ft. of super built up area, (ii) DG Back Up @ Rs.30/- per sq.ft. of super built up area, (iii) 1 year maintenance security deposit @ Rs.2/- per sq.ft. of super built up area, (iv) Documentation and other charges Rs.25,000/- (for 3BHK Flat) & Rs.20,000/- (for 2BHK Flat) as applicable.
- (d) **Personal Electric Meter :** The Purchasers will bring Personal Electric Meter in the said flat at their own cost and expenses and the Developer will assist and sign all the relevant papers for obtaining the personal meter in the said flat.
- (e) **Completion Certificate :** The Developer will bear charges for obtaining Completion Certificate of the building charged by the concerned authority and/or authorities, and a copy of the same will be supplied to the Purchasers as and when the developer will receive the same from the concerned authority.

10. **CONSTRUCTION, COMPLETION OF SALE AND FACILITY MANAGER :**

- 10.1 **Construction by Developer :** The Developer shall construct, complete and finish the Said Property and Appurtenances in accordance with the Plans or as may be recommended by

Architect, Prakalpa Planning & Solutions Private Limited, as appointed by the Developer from time to time as per specification mentioned in the Fourth Schedule below. The decision of the Architect of the Developer, regarding quality and workmanship shall be final and binding on the Parties.

- 10.1.1 **Purchasers' Consent and Acceptance of Variations etc.** : The Purchasers hereby consent to the variations, modifications or alterations as may be recommended by the Architect and hereby further agree not to raise any objection to the Developer and/or the Architect making such variations, modifications or alterations.
- 10.1.2 **No Hindrance** : The Purchasers shall not do any act, deed or thing, whereby the construction of the Said Property and Appurtenances and/or the Said Building Complex is in any way hindered or impeded.
- 10.1.3 **Basic Duty of Purchasers** : The Purchasers shall make all payments and perform all obligations as stipulated in this Agreement. The Purchasers shall not in any way commit breach of the terms and conditions herein contained.
- 10.1.4 **Completion Time** : Construction, finishing and making Registration of the Said Property habitable (1) in bare condition and (2) as per the Specifications, the decision of the Architect in this regard being final and binding], shall be done by the Developer **within 18 (Eighteen) months from the date of signing and executing of this present Agreement (Completion Date) provided however** the Completion Date may be extended by a period of **12 (Twelve) months (Extended Period)** at the option of the Developer. If the purchasers will not make registration and/or will not pay the total consideration within the stated period, then this present Agreement will be treated as cancelled and null and void in the eye of law and the developer will refund the consideration taken by them from the purchasers after deducting 20% of the total invested amount as demurrage charges.
- 10.1.5 **Possession of Said Property** : Upon construction, finishing and making the Said Property habitable, usable, the Developer shall hand over possession of the same to the Purchasers. With regard to possession, it is clarified as follows :
- 10.1.5.1 **All Payments Before Possession** : Before the delivery of possession, the Purchasers shall pay to the Developer all amounts due and payable towards the Net Price and any sum payable towards Extras.
- 10.1.5.2 **Possession Notice and Date of Possession** : Immediately after the Said Property is ready (in this regard the decision of the Architect shall be final and binding), the Developer shall serve a notice on the Purchasers (**Possession Notice**) and within 15 days from the date of the Possession Notice, the Purchasers shall take over physical possession of the Said Property (**Date of Possession**) after fulfilling all obligations under this Agreement, including payment of all amounts due to the Developer under this Agreement.
- 10.1.5.3 **Meaning of Completion** : It shall not be obligatory for the Developer to complete the Common Portions in all respects before giving the Possession Notice to the Purchasers and the Said Property shall be deemed to have been completed in all regards if the same is made



fit for habitation [(1) in bare condition and (2) as per the Specification, the decision of the Architect in this regard being final and binding].

- 10.1.5.4 **Complete Satisfaction on Possession** : On the Date of Possession, the Purchasers shall be deemed to be completely satisfied with all aspects of the Said Property and Appurtenances, including the measurement of the Said Property, with regard to which the Purchasers shall accept the measurement of the Architect as final and binding.
- 10.1.5.5 **Commencement of Outgoings** : From the Date of Possession or after 15 days of Possession Notice, all outgoings in respect of the Said Property shall become payable by the Purchasers.
- 10.1.6 **Developer's Obligations** : Subject to the Purchasers making payment of the Net Price and the Extras in the manner stipulated in this Agreement, the Developer hereby agree :
- 10.1.6.1 **Construction of the Said Property** : To construct, finish and make the Said Property and transfer the same to the Purchasers.
- 10.1.6.2 **Construction According to Specifications** : To construct, finish and make the Said Property in accordance with the Plans and Specifications, reasonable variations expected.
- 10.1.6.3 **Arrangement for Utilities for Construction Work** : To make own arrangement for water and electricity required for construction.
- 10.1.7 **Completion of Sale** : The sale of the Said Property and Appurtenances shall be completed by execution and registration of conveyance in favour of the Purchasers provided the Purchasers tender all amounts required for the same as mentioned hereinabove. The Legal Advisors shall draft the standard conveyance for the building and only such standard conveyance shall be used.
- 10.1.8 **Association/Facility Manager** : The Purchasers shall pay **Rs.2/- per sqft.** primarily as maintenance charges to the Developer's appointed Facility Manager/Association, from the date of possession up to the date of handing over of the building to the Ad-hoc Association of Flat owners, which are nominated by the Developer (**Facility Manager/Association**).

11. **PURCHASER'S COVENANTS AND DEVELOPER'S COVENANTS :**

11.1 **Purchasers' Covenants** : The Purchasers covenant with the Developer and admit and accept that :

11.1.1 **Purchasers Aware of and Satisfied with Said Building Complex and Construction** : The Purchasers, upon full satisfaction and with complete knowledge of the Common Portions, Specifications and all other ancillary matters, are entering into this Agreement. The Purchasers have examined and are acquainted with the Said Building Complex to the extent already constructed and to be further constructed and have agreed that the Purchasers shall neither has nor shall claim any right over any portion of the Said Building Complex and the Said Property save and except the Said Property and Appurtenances.

- 11.1.2 **Purchasers to Pay Interest for Delay and/or Default** : The Purchasers shall pay, without raising any objection in any manner whatsoever and without claiming any deduction or abatement whatsoever, all bills raised by the Facility Manager, within 7 days of presentation thereof, failing which the Purchasers shall pay interest @ 12% per annum, compoundable monthly, to the Facility Manager, such interest running till such payment is made. The Purchasers also admit and accept that in the event such bills remain outstanding for more than 2 months, all common services shall be discontinued to the Purchasers and the Purchasers shall be barred from using the Common Portions. On the contrary, if the Developer will not deliver the possession within the stipulated period as aforesaid, then the Developer will be liable to pay 12% per annum on the amount paid by the Purchasers, to the Purchasers.
- 11.1.3 **Developer's Charge/Lien** : The Developer shall have the first charge and/or lien over the Said Property and Appurtenances for all amounts remaining outstanding from the Purchasers.
- 11.1.4 **No Obstruction by Purchasers to Further Construction** : The Developer is entitled to construct further floors on and above the top roof of the Said Building Complex and/or to make other constructions elsewhere in the Said Property along with fixation of hoardings, banners, dish antennas, mobile towers in the part of the ultimate roof of the building by the developer, and the Purchasers shall not obstruct or object to the same. The Purchasers also admit and accept that the Developer and/or employees and/or agents and/or contractors of the Developer shall be entitled to use and utilize the Common Portions for movement of building materials and for other purposes and the Purchasers shall not raise any objection in any manner whatsoever with regard thereto.
- 11.1.5 **Cost of Formation of Association** : The Purchasers shall share the actual cost of formation of the Association, proportionately.
- 11.1.6 **Obligations of the Purchasers** : On and from the Date of Possession, the Purchasers shall:
- (a) **Co-operate in Management and Maintenance** : Co-operate in the management and maintenance of the Said Building Complex and the Said Property by the Facility Manager.
  - (b) **Observing Rules** : Observe the rules framed from time to time by the Facility Manager/Association for the beneficial common enjoyment of the Said Building Complex and the Said Property.
  - (c) **Paying Electricity Charges** : Pay for electricity and other utilities consumed in or relating to the Said Property and Appurtenances and the Common Portions.
  - (d) **Meter and Cabling** : Be liable to draw the electric lines/wires from the meter installation area to the Said Flat only through the duct and pipes provided therefor, ensuring that no inconvenience is caused to the Developer or to the other Purchasers. The main electric meter shall be installed only at the common meter space in the Said building complex. The Purchasers shall, similarly, use the ducts and pipes provided for TV, broadband, data cables and telephone cables and shall

under no circumstances be entitled to string wires and cables through any other part or portion of the Said Building Complex and/or the Said Property.

- (e) **Residential Use** : Use the Said Property for residential purpose only. Under no circumstances shall the Purchasers use or allow to be used the Said Property for commercial, industrial or other non-residential purposes. The Purchasers shall also not use the Said Property as a religious establishment, guest house, serviced apartment, mess, chimney, hotel, restaurant, nursing home, club, school or other public gathering place.
- (f) **No Alteration** : Not alter, modify or in any manner change the (1) elevation and exterior colour scheme of the Said Building Complex and (2) design and/or the colour scheme of the windows, grills and the main door of the Said Flat without the permission in writing of the Developer. In the event the Purchasers make the said alterations/changes, the Purchasers shall compensate the Developer as estimated by the Developer.
- (g) **No Structural Alteration** : Not alter, modify or in any manner change the structure or any civil construction in the Said Property and Appurtenances or the Common Portions or the Said building complex.
- (h) **No Sub-Division** : Not sub-divide the Said Property and Appurtenances and the Common Portions, under any circumstances.
- (i) **No Changing Name** : Not change/alter/modify the name of the Said Building Complex from those mentioned in this Agreement.
- (j) **No Nuisance and Disturbance** : Not use the Said Property or permit the same to be used in such manner or commit any act, which may in any manner cause nuisance or annoyance to other occupants of the Said Building Complex and/or the neighbouring properties and not make or permit to be made any disturbance or do or permit anything to be done that will interfere with the rights, comforts or convenience of other occupants.
- (k) **No Storage** : Not store or cause to be stored and not place or cause to be placed any goods, articles or things in the Common Portions.
- (l) **No Obstruction to Developer/Association** : Not obstruct the Developer/Association (upon formation) in his/their acts relating to the Common Portions and not obstruct the Developer in constructing on the top roof of the Said Building Complex and selling and granting rights to any person on any part of the Said Building Complex (excepting the Said Property and Appurtenances).
- (m) **No Obstruction of Common Portions** : Not obstruct pathways and passages or use the same for any purpose other than for ingress to and egress from the Said Property.
- (n) **No Violating Rules** : Not violate any of the rules and/or regulations laid down by the Facility Manager/Association for the use of the Common Portions.
- (o) **No Throwing Refuse** : Not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Portions save at the places indicated therefor.

- (p) **No Injurious Activities** : Not carry on or cause to be carried on any obnoxious or injurious activity in or through the Said Property, or the Common Portions.
- (q) **No Storing Hazardous Articles** : Not keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the Said Property.
- (r) **No Signboard** : Not put up or affix any sign board, name plate or other things or other similar articles in the Common Portions or outside walls of the Said Property/Said Building Complex save at the place or places provided therefor **provided that** this shall not prevent the Purchasers from displaying a standardized name plate outside the main door of the Said Flat.
- (s) **No Drawing Wire/Cable** : Not affix or draw any wire, cable or pipe from, to or through any Common Portions or outside walls of the Said Building Complex save in the manner indicated by the Facility Manager/Association.
- (t) **No Floor Damage** : Not keep any heavy articles or things, which are likely to damage the floors or operate any machine save usual home appliances.
- (u) **No Installing Generator** : Not install or keep or run any generator in the Said Property.
- (v) **No Use of Machinery** : Not install or operate any machinery or equipment except household appliances.
- 11.1.7 **No Right in Other Areas** : The Purchasers shall not have any right in the other portions of the Said Property and the Purchasers shall not raise any dispute or make any claim with regard to the Developer either constructing or not constructing on the said other portions.
- 11.2 **Developer's Covenants** : The Developer covenants with the Purchasers and admit and accept that :
- 11.2.1 **Completion of Transfer** : Subject to the Purchasers performing the terms and conditions of this Agreement, the transfer of the Said Property and Appurtenances shall be completed by the Developer by executing conveyance in favour of the Purchasers.
- 11.2.2 **No Creation of Encumbrance** : The Developer shall not create any charge, mortgage, lien and/or shall not sell, transfer, convey and/or enter into any agreement with any person other than the Purchasers in respect of the Said Property and Appurtenances, subject to the Purchasers fulfilling all terms, conditions and obligations of this Agreement.
- 11.2.3 **Documentation for Loan** : The Developer shall provide to the Purchasers all available documents for the Purchasers availing loan from Banks and Financial Institutions to finance the purchase of the Said Property and Appurtenances.
12. **TERMINATION AND ITS EFFECT** :
- 12.1 **Cancellation by Purchasers** : The Purchasers shall have the right to terminate this Agreement at any time and if the Purchasers do so, the Developer shall refund to the Purchasers all payments received till that date, without any interest, after deducting 20% of the investment amount including cost of cancellation of registration of this agreement.

12.2 **Breach of Purchasers' Covenants :**

12.2.1 **For Non-Registered Agreement :** In that event the Purchasers (1) fail to make payment of the Net Price and any other amount payable to the Developer hereunder, or (2) fail to perform the obligations on the part of the Purchasers to be performed in terms of this Agreement or (3) neglects to perform any of the Purchasers' Covenants, this Agreement Shall, at the option of the Developer, stand cancelled and/or rescinded, upon which the Developer shall refund to the Purchasers all payments received till that date, without any interest, after deducting 20% of the investment amount. Payments made by the Purchasers for up-gradation shall be non-refundable. In the event the Developer condone the delay of any payment due under this Agreement, the Purchasers shall be liable to pay interest @ 12% per annum for the period of delay (computed from the date the payment became due till the date of payment) on all amounts due and outstanding. If delay happens in Developer side, the Developer will be liable to pay @ 12% per annum for the period of delay or if the Developer fail to handover the said property within the said mentioned time, the Developer will be liable to refund the up-to-date payment with @ 12% per annum. However, such right of condo nation is exclusively vested in the Developer and the Purchasers shall not be entitled to demand condo nation as matter of right.

12.2.2 **For Registered Agreement :** When under the request of the said Purchasers, the Agreement has been registered by the Developer, then the total consideration of the said property must be paid in accordance with the Payment Schedule attached herewith. The Developer will wait for next 90 days for due payment with interest @ 12% per annum thereafter, the Registered Agreement for Sale will be treated as cancelled and will be cancelled automatically. The Developer will send the amount invested by the Purchasers after deducting 20% of the invested amount as demurrage by cheque/draft in the names of the Purchasers/bank before cancellation of the agreement and on issue of the cheque/draft, the agreement will be treated as cancelled. The Developer will have every power to sell the said property to any third parties without any further notice to the Purchasers and/or their banker. The Payment Schedule is the essence of this Agreement.

12.2.3 **Transfer before Registration :** In case, Purchasers wish to assign/nominate their rights in favour of another person (before Registration of Said Property), then amount calculated @ 5% of Total Sale Value shall be charged from the Purchasers as Assignment/Nomination charges.

13. **TAXES :**

13.1 **Obligation Regarding Taxes :** In the event of the Developer being made liable for payment of any tax (excepting Income Tax), duty, levy or any other liability under any statute or law for the time being in force or enforced in future or if the Developer is advised by its consultant that the Developer is liable or shall be made liable for payment of any such tax, duty, levy or other liability on account of the Developer having agreed to perform the obligations under this Agreement or having entered into this Agreement, then and in that event, the Purchasers shall be liable to pay all such tax, duty, levy or other liability and hereby agree to indemnify and keep the Developer indemnified against all actions, suits, proceedings, costs, charges and expenses in respect thereof. The taxes, duties, levies or

other liabilities so imposed or estimated by the Developer's consultant shall be paid by the Purchasers at or before the Date of Possession.

14. **DEFECTS :**

14.1 **Decision of Architect Final :** If any work in the Said Property and Appurtenances is claimed to be defective by the Purchasers, the matter shall be referred to the Architect and the decision of the Architect shall be final and binding on the Parties. If directed by the Architect, the Developer shall at own costs remove the defects. This will however not entitle the Purchasers to refuse to take possession of the Said Property.

15. **ASSOCIATION AND RULES :**

15.1 **Transfer of Deposits :** The maintenance deposit mentioned in this Agreement is to be paid by the Purchasers to the Developer and shall be held by the Developer free of interest and shall be transferred (if not adjusted against any arrears of payments) to the Association.

15.1.1 **Rules of Use :** The Said Property Appurtenances shall be held by the Purchasers subject to such rules and regulations as may be made applicable by the Association from time to time.

15.1.2 **Covenants Regarding Use :** The Purchasers agree that the Purchasers shall use the Said Property and Appurtenances subject to the following restrictions:

15.1.2.1 **No Misuse of Water :** The Purchasers shall not misuse or permit to be misused the water supply to the Said Property.

15.1.2.2 **Damages to Common Portions :** All damages to the Common Portions caused by the Purchasers and/or family members, invitees or servants of the Purchasers shall be compensated for by the Purchasers.

15.1.2.3 **No Unlawful Acts :** The Purchasers shall not do any unlawful act and shall abide by all by-laws and/or rules and regulations, which may be framed by the Facility manager or the Association.

15.1.2.4 **Notification Regarding Letting :** If the Purchasers let out or sells the Said Property and Appurtenances or portion thereof, the Purchasers shall immediately notify the Facility Manager/Association of the tenant's/transferee's address and telephone number and the identity.

16. **FORCE MAJEURE :**

16.1 **Circumstances of Force Majeure :** The Developer not be held responsible for any consequences or liabilities under this Agreement if the Developer is prevented in performing the obligations by reason of contingencies caused by neither of the Parties and unforeseen occurrences such as (1) acts of God, (2) acts of Nature, (3) acts of War, (4) fire, (5) insurrection, (6) terrorist action, (7) civil unrest, (8) riots, (9) strike by material suppliers,

workers and employees, (10) delay on account of receiving statutory permissions, (11) delay in the grant of electricity, water, sewerage and drainage connection or any other permission or sanction by the Government or any statutory authority, (12) any notice, order of injunction, litigation, attachments, etc. and (13) any rule or notification of the Government or any other public authority or any act of Government such as change in legislation or enactment of new law, restrictive Governmental laws or regulations (collectively **Circumstances of Force Majeure**).

17. **MISCELLANEOUS :**

17.1 **Indian Law :** This Agreement shall be subject to Indian Law.

17.1.1 **One Transaction :** This Agreement relates to the transaction recorded and contemplated herein and no other transaction.

17.1.2 **Confidentiality and Non-Disclosure :** The Parties shall keep confidential all non-public information and documents concerning the transaction herein, unless compelled to disclose such information/documents by judicial or administrative process.

17.1.3 **No Claim of Un-Enforceability :** This Agreement is executed by the Parties under legal advice, out of free will and without any duress or coercion. Hence, none of the Parties shall have the right to claim un-enforceability of this Agreement.

17.1.4 **Agreement Personal to Purchasers :** This Agreement is personal and the Purchasers shall not be entitled to transfer any right without the consent in writing of the Developer. The Purchasers admit and accept that the Purchasers shall not nominate or assign the right under this Agreement without the written consent of the Developer.

18. **NOTICE :**

18.1 **Mode of Service :** Notices under this Agreement shall be served by e-mail or messenger or registered post/speed post with acknowledgment due at the above mentioned addresses of the Parties, unless the address is changed by prior intimation in writing. Such service shall be deemed to have been effected (1) on sending out the e-mail, (2) on the date of delivery, if sent by messenger and (3) on the 4th day of handing over of the cover to the postal authorities, if sent by registered post/speed post, irrespective of refusal to accept service by the Parties.

19. **ALTERNATIVE DISPUTE RESOLUTION :**

19.1 **Disputes :** Disputes or differences in relation to or arising out of or touching this Agreement or the validity, interpretation, construction, performance, breach or enforceability of this Agreement (collectively **Disputes**) shall be referred to the Arbitral Tribunal described in Clause 19.1.1 below and finally resolved by arbitration under the Arbitration and Conciliation Act, 1996, with modifications made from time to time. In this regard, the Parties irrevocably agree that :

- 19.1.1 **Constitution of Arbitral Tribunal :** The Arbitral Tribunal shall consist of one arbitrator, who shall be an Advocate, to be nominated by the Developer.
- 19.1.2 **Place :** The place of arbitration shall be Kolkata only.
- 19.1.3 **Binding Effect :** The Arbitral Tribunal shall have summary powers and be entitled to give interim awards/directions regarding the Dispute and shall further be entitled to avoid all rules relating to procedure and evidence as are expressly avoidable under the law. The interim/final award of the Arbitral Tribunal shall be binding on the Parties.
20. **JURISDICTION :**
- 20.1 **District Court :** In connection with the aforesaid arbitration proceeding, only the District Judge, North 24 Parganas District and the High Court at Kolkata shall have jurisdiction to entertain and try all actions and proceedings.

**THE FIRST SCHEDULE ABOVE REFERRED TO**  
**[Description of Amalgamated Plot of Land & Premises]**

**ALL THAT** piece and parcel of a demarcated and amalgamated plot of land measuring **34.71 (Thirty Four Point Seven One) Decimals be the same a little more or less [in measurement 21 (Twenty One) Cottahs 0 (Zero) Chittack 26 (Twenty Six) sq.ft. more or less]**, lying and situate at **Mouza - Reckjoani**, J.L. No. 13, Re. Sa No. 198, Touzi No. 172, 2998, Hal Touzi No. 10, Pargana - Kalikata, P.S. Rajarhat, comprised in **R.S./L.R. Dag Nos. 1183, 1184 & 1185**, under **R.S. Khatian No. 2182, L.R. Khatian Nos. 8302, 8299, 8300 & 8301**, A.D.S.R.O. Rajarhat, New Town, within the local limit of Rajarhat Bishnupur 1 No. Gram Panchayet, Pin No. 700135, in the District North 24 Parganas, in the State of West Bengal. The said plot of land is butted & bounded as follows :-

ON THE NORTH	:	R.S. Dag No. 1185 (P) & PWD Road [60 ft. Wide].
ON THE SOUTH	:	R.S. Dag No. 1182 (P).
ON THE EAST	:	R.S. Dag Nos. 1185 (P) & 1186 (P).
ON THE WEST	:	R.S. Dag Nos. 1181 (P) & 1185 (P).

**THE SECOND SCHEDULE ABOVE REFERRED TO**  
**[Description of Flat & Car Parking]**  
**[Subject Matter of Agreement]**

**ALL THAT** piece and parcel of one independent Tiles flooring residential flat, being **Flat No. '.....'**, **'Type-.....'**, on the ..... **Floor**, ..... **Side**, in **'Block-.....'**, measuring ..... **Square Feet be the same a little more or less of super built up area**, consisting ..... Bed Rooms, One Drawing-cum-Dining, One Kitchen, 2(Two) Toilets & 1(One) Balcony, lying and situate in the said building complex namely **"PRAJAPATI GREENS"**, lying and situate on the said plot of land, which is more fully described in the First Schedule hereinabove, together with undivided proportionate share of land, common areas, common amenities, common facilities of the said property lying in the said building complex.



**Part - II****[Description of share of land]**

**ALL THAT** piece or parcel of proportionate impartible share of land more fully and specifically described in the First Schedule hereinbefore.

**Part - III****[Description of share of common areas & common amenities]**

**ALL THAT** piece or parcel of proportionate impartible share of common areas and common amenities more fully and specifically described in the Third Schedule hereinafter.

**THE THIRD SCHEDULE ABOVE REFERRED TO****[Common Portions]****Building Level :**

- :: Lobbies on all floors and staircase of the Said Building.
- :: Lift machine room and lift well of the Said Building.
- :: Water reservoirs/tanks of the Said Building.
- :: Water supply, pipeline in the Said Building (save those inside any Unit).
- :: Drainage and sewage pipeline in the Said Building (save those inside any Unit).
- :: Wiring, fittings and accessories for lighting of lobbies, staircase and other common portions of the Said Building.
- :: Space for Electricity meters.
- :: Lift and allied machinery in the building.
- :: Ultimate roof of the building will be treated as common space.

**Complex Level :**

- :: Water Treatment Plant & 24 hour water supply arrangement.
- :: Water pump/s and motor/s.
- :: Central drainage and sewage pipeline and connection with Panchayet Authority.
- :: Wiring, fittings and accessories for lighting of common portions.
- :: Installations for receiving and distributing electricity from supply agency.
- :: Boundary walls and main gates.
- :: Gym, Splash Pool, C.C. T.V., Community Hall, Badminton Court & D.G. Back-up Facility.
- :: Fire extinguisher & 24x7 Security Guards.
- :: Other such common areas, fittings and installations as may be specified by the developer to be common areas fittings and installations/equipment.

**THE FOURTH SCHEDULE ABOVE REFERRED TO****[Specifications]**

1. STRUCTURE : Earth Quake resistant RCC Framed structure with pilling along with anti-termite treatment in foundation.
2. EXTERNAL WALL : 8"/10" thick ash brick wall and plastered with cement mortar.
3. INTERNAL WALL : 3"/5" thick brick wall and plastered with cement mortar.
4. FLOORING : Flooring is of flat will be of Vitrified Tiles in drawing, dining and common area. Wooden finish vitrified tiles flooring in master bed room. Granite/Marble in floor lobby area and staircase with MS Railing.

5. BATH ROOM : Bath room fitted upto 5'-6" height with glazed tiles of standard brand.
6. KITCHEN : Wall Tiles dado upto 2 ft. above. Granite counter slab, stainless steel sink. Provision for exhaust fan outlet and water purifier.
7. TOILET : Premium ceramic tiles dado 7ft. height with matching anti-skid tiles in toilet. WC & Basin - White glazed porcelain of Jaquar/Kohler/Hindware equivalent. CP Fittings with diverter of Jaquar/Kohler/Hindware equivalent.
8. DOORS : Main Door - Decorative Flush Doors. Other Doors - Solid Core flush door in internal rooms, bathrooms and balcony.
9. WINDOWS : Aluminium Sliding.
10. WATER SUPPLY : Water supply around the clock is assured for which necessary 4" CRI Submersible pump/deep tube well will be installed.
11. BALCONY : Upto 3'-0" height grill will be provided in the balcony.
12. LIFT : Automatic passenger lift or reputed make.

**ELECTRICAL WORKS :**

1. Concealed copper wiring with MCB, DB & Modular switches of Havells/Philips/equivalent.
2. In Bed Room : Two/Three light points, only one 5 amp. plug point, one fan point. One A.C. Point with all the bedrooms of the flat.
3. Living/Dining Room : Two light points, One Fan point, one 5 amp. plug, one 15 amp. plug (as per required area).
4. Kitchen : One light point, one exhaust fan point and one 15 amp. plug point.
5. Toilet : One light point, one 15 amp. plug point, one exhaust fan point. Only one geyser point in bathrooms.
6. Balcony : One light point.
7. One light point at main entrance.
8. Calling Bell : One calling bell point at the main entrance.

**PAINTING :**

- a) Inside wall of the flat will be finished with putty and external wall finished with superior quality water proof paint.
- b) All door and windows frame painted with two coats white primer.

**EXTRA WORK** : Any work other then specified above would be regarded as extra work for which separate payment is required to be made.

**THE FIFTH SCHEDULE ABOVE REFERRED TO**

**[Mode of Payment]**

**Part - I**

Total Consideration for Said Flat/Said Property

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

**Part - II**

On Application (10%)

Rs. ....../-

On or before Agreement (10%)

Rs. ....../-

On completion of Pile casting of the respective block (10%)

Rs. ....../-

On completion of 1<sup>st</sup> Floor Slab casting of the respective block (10%)

Rs. ....../-

On completion of 2<sup>nd</sup> Floor Slab casting of the respective block (10%)

Rs. ....../-

On completion of 3 <sup>rd</sup> Floor Slab casting of the respective block (10%)	Rs. ....../-
On completion of Ultimate Roof casting of the respective block (10%)	Rs. ....../-
On completion of brick work of the respective flat/unit (10%)	Rs. ....../-
On completion of flooring of the respective flat/unit (10%)	Rs. ....../-
On Possession/Registration of Deed of Conveyance [Rest amount]	Rs. ....../-
<b>TOTAL :</b>	<b><u>Rs. ....../-</u></b>

**THE SIXTH SCHEDULE ABOVE REFERRED TO**  
**[Common Expenses / Maintenance Charges]**

1. Common Utilities : All charges and deposits for supply, operation and maintenance of common utilities.
2. Electricity : All charges for the electricity consumed for the operation of the common machinery and equipment of the Said building complex.
3. Fire Fighting : Cost of operating and maintaining the fire-fighting equipment and personnel, if any.
4. Association : Establishment and all other capital and operational expenses of the Association.
5. Litigation : All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the common portions.
6. Maintenance : All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the common portions [including the exterior or interior (but not inside any unit) walls of the Said building complex].
7. Operational : All expenses for running and operating all machinery, equipment and installations comprised in the common portions, including lifts, changeover switches, pumps and other common installations including their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the common portions.
8. Rates and Taxes : Panchayet Tax, Surcharge, Water Tax and other levies in respect of the Said building complex save those separately assessed on the buyer.
9. Staff : The salaries of and all other expenses on the staff to be employed for the common purposes, viz. manager, caretaker, clerks, security personnel, liftmen, sweepers, plumbers, electricians, etc. including their perquisites, bonus and other emoluments and benefits.

**IN WITNESS WHEREOF** the parties hereto have hereunto set and subscribed their respective hands and seals on the day, month and year first above written.

**SIGNED, SEALED AND DELIVERED**

by the parties at Kolkata

In presence of :-

1.

2.

Sandeep Kumar Saraogi  
As Constituted Attorney of  
Sharda Chokhani,  
Abhishek Chokhani,  
& Mona Chokhani  
**Landowners/Vendors**

Samir Mullick

Priyanka Mullick  
**Purchaser/s**

Prajapati Infrastructure Co  
Represented by its Managing Partner,  
Sandeep Kumar Saraogi  
**Developer**

**MEMO OF CONSIDERATION**

Received on or before executing of this present Agreement, a sum of **Rs. 1,00,000/-** (Rupees One Lakh only) as part of the total consideration of the said flat, which is more fully mentioned in the Second Schedule herein above written, from the above named purchasers, as per Money Receipt given to the purchasers, as follows :-

<b>Transfer/Cheque No.</b>	<b>Date</b>	<b>Bank's Name</b>	<b>Amount</b>
-----	-----	-----	-----
-----	-----	-----	-----
TOTAL-->			<b>Rs..... /-</b>

**Witnesses :-**

1.

2.

Prajapati Infrastructure Co  
 Represented by its Managing Partner,  
 Sandeep Kumar Saraogi  
**Developer**

*S Saraogi*

DATED THE DAY OF 2023

**AGREEMENT FOR SALE  
WITHOUT POSSESSION**

**BETWEEN**

Sharda Chokhani  
Abhishek Chokhani  
Mona Chokhani  
**Landowners/Vendors**

**Purchaser/s**

Prajapati Infrastructure Co  
**Developer**

**Drafted By**  
**Pinaki Chattopadhyay & Associates**  
**Advocates**

Sangita Apartment, Ground Floor  
Teghoria Main Road  
Kolkata - 700157  
Ph. : 9830061809

**Composed By**  
**Jayashree Mondal**  
Teghoria Main Road  
Kolkata - 700157

*S. Sarangi*