

AGREEMENT FOR SALE

This Agreement for Sale executed on this _____ day of July, 2023

By and Between

(1) **ASOK KUMAR BHATTACHARYA, (AADHAR NO. 7289 6959 7068)** son of Late Ganesh Chandra Bhattacharya, residing at No. 47, Dr. B. C. Roy Road, P. O. Dakshin Jagaddal, P. S. Sonarpur, District- 24 Parganas (South), Kolkata - 700 151, **(PAN NO. AVMPB1943H)**, (2) **SUJIT KUMAR SEN (AADHAAR NO. 6426 2412 6642)** son of Late Kamalapada Sen, residing at No. 88, Raja Subodh Chandra Mallick Road, P. O. Naktala, P. S. Netaji Nagar, Kolkata- 700 047, **(PAN NO. ATYPS2420F)**, (3) **SANAT NASKAR (AADHAAR NO. 2771 4121 0273)** son of Kamal Naskar, residing at Mahamayatala Mandir Road, Mahamayatala, P. O. Garia, P. S. Sonarpur, Kolkata- 700 084, **(PAN NO. ABRPN8179P)**, (4) **SIB SANKAR MONDAL (AADHAAR NO. 2993 5083 8613)** son of Late Parbati Charan Mondal, **(MOBILE NO. 9831250122)**, , residing at Bimala Apartment, N. S. C. Bose Road, Mahamayatala, P. O. Garia, P. S. Sonarpur, Kolkata- 700 084, **(PAN NO. AEZPM2158L)**, (5) **RITA DHALI (AADHAAR NO. 7732 4301 1371)** wife of Late Ranjan Dhali, residing at Binoy Giri Apartment, P. O. Garia, P. S. Sonarpur, Kolkata- 700 084, **(PAN NO. AGFPD3692N)**, (6) **RINKY DHALI (AADHAAR NO. 4279 8930 3271)** daughter of Late Ranjan Dhali, residing at Binoy Giri Apartment, P. O. Garia, P. S. Sonarpur, Kolkata- 700 084, **(PAN NO. BMYPD4157Q)**, (7) **RIYA DHALI (AADHAAR NO. 8580 3588 6993)** daughter of Late Ranjan Dhali, residing at Binoy Giri Apartment, P. O. Garia, P. S. Sonarpur, Kolkata- 700 084, **(PAN NO. BMYPD4071R)**, (8) **SMT. RAMA CHAKRABORTY (AADHAAR NO. 6265 5850 3507)** wife of Biswaranjan Chakraborty, residing at Dr. B. C. Roy Road, P. O. Dakshin Jagaddal, P. S. Sonarpur, District-24, Parganas (South), **(PAN NO. AGZPC6004B)**, (9) **STARLITE INFRACON PVT. LTD., (CIN NO. U45400WB2013PTC189703)**, a company incorporated under the Companies Act, 1956 and governed by the Companies Act 2013 and having its registered office at 11, DR Bidhanchandra Roy Road, 24 Parganas(South) Kolkata 700151, **(PAN NO. AASCS5496D)** and are being represented by Mr. Sandeep Kumar Shah son of Santosh Kumar Shah **(PAN NO. APRPS6509J) (AADHAAR NO.7540 2989 0264) (MOBILE NO. 98300 18831)**, working for gain and/or carrying on business at or from New Town Square, Suite No. 6C2, 6th Floor, "SPENCER BUILDING", Chinnar Park, P.S. Baguihati, P.O. Bablatata, Kolkata-700 136, being the Power of Attorney Holder of the Owners vide deed no 190206737 for the year 2023 herein to execute this document

and the connected documents thereunder hereinafter on behalf of the Owners herein. (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, and/or his/her/its executors, administrators, successors-in-interest and permitted assignees).

AND

PANCHMUKHI PROMOTERS PVT. LTD. (CIN NO. U10101WB2006PTC11107) a company incorporated under the Companies Act, 1956 and having its Registered Office at New Town Square, Suite No. 6C2, 6th Floor, "SPENCER BUILDING", Chinnar Park, P.S. Baguihati, P.O. Bablatala, Kolkata-700 136(**PAN NO. AADCP9837E**), being represented by its Director **SANDEEP KUMAR SHAH**, son of Santosh Kumar Shah (**PAN NO. APRPS6509J**) (**AADHAAR NO.7540 2989 0264**) (**MOBILE NO. 98300 18831**), working for gain and/or carrying on business at or from the aforesaid address and duly empowered and authorised vide board resolution dated _____ hereinafter referred to as the "**Developer**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees):

AND

-----(**AADHAAR NO. -----**) (**MOBILE NO. -----**
-----)son of-----aged about ___ years, residing at -----
-----(**PAN NO. -----**)hereinafter referred to as the "Allottee/Purchaser" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees).

The Developer, Owners and Allottee/Purchaser shall hereinafter collectively be referred to as the "parties" and individually as a "Party".

WHEREAS:

A. DEVOLUTION OF TITLE;

1. By a Deed of Conveyance dated 21st September, 1981 and made between Subrata Lahiri (therein described as the Vendor) of the One Part and Smt. Santana Ganguly alias Smt. Santona Ganguly, since deceased, and Amit Kumar Ganguly (therein described as the Purchasers) of the Other

Part and registered in the Office of the District Sub-Registrar at Alipore, 24 Parganas South and recorded in Book No. I being Deed No. 10780 for the Year 1981 the said Subrata Lahiri for valuable consideration therein mentioned, sold, conveyed, transferred, assured and assigned unto and in favour of Smt. Santana Ganguly, since deceased, and Amit Kumar Ganguly jointly **ALL THAT** piece and parcel of land containing by estimation an area of 7 Cottah be the same a little more or less and curved out of the land comprised in R. S, Dag Nos. 3102 and 3103 corresponding to LR Dag Nos. 3139 and 3140 appertaining to R. S. Khatian Nos. 666 and 684/2, Pargana – Magura, Mouza–Jagaddal, P. S. and Sub-Registry Office– Sonarpur, District–South 24 Parganas thereafter referred to as “**THE PLOT OF LAND**”.

2. By a Deed of Conveyance dated 21st September, 1981 and made between Subrata Lahiri (therein described as the Vendor) of the One Part and Jyotish Ganguly, since deceased, (therein described as the Purchaser) of the Other Part and registered in the Office of the District Sub-Registrar at Alipore , 24 Parganas South and recorded in Book No. I being Deed No. 10779 for the Year 1981 the said Subrata Lahiri for valuable consideration therein mentioned, sold, conveyed, transferred, assured and assigned unto and in favour of Jyotish Ganguly, since deceased, **ALL THAT** undivided piece and parcel of land containing by estimation an area of 1 Bigha 13 Cottahs and 4 Chittaks be the same a little more or less and curved out of the land comprised in R. S, Dag Nos. 3102 and 3103 corresponding to LR Dag Nos. 3139 and 3140 appertaining to R. S. Khatian Nos. 666 and 684/2, Pargana–Magura, Mouza– Jagatdal, P. S. and Sub-Registry Office – Sonarpur, District–South 24 Parganas thereafter referred to as “**THE OTHER PLOT OF LAND**”.
3. The said Jyotish Ganguly, who during his lifetime was a Hindu governed by Dayabhaga School of Law, died intestate sometime in or about 6th May, 1998 leaving him surviving his wife Smt. Santana Ganguly, his three daughters, namely, Smt. Sumita Ganguly, since deceased, Smt. Nandita Ganguly and Smt. Arpita Mitra nee Ganguly and her only son Amit Kumar Ganguly as his legal heiresses and heir under the Hindu Law of Succession, who thus inherited **ALL THAT** the said **OTHER PLOT OF LAND** jointly and in equal undivided 1/5th part or share each.
4. The said Smt. Santana Ganguly alias Smt. Santona Ganguly, who was a Hindu governed by Dayabhaga School of Law, died intestate sometime in or about 10th March, 2001 whereby and whereunder her undivided half

share in the **Plot of Land** and her undivided $1/5^{\text{th}}$ share in the **Other Plot of Land** devolved unto her only son viz. Amit Kumar Ganguly and three daughters, namely, Smt. Sumita Ganguly, Smt. Nandita Ganguly and Smt. Arpita Mitra (nee Ganguly) jointly and in equal undivided $1/8^{\text{th}}$ share each and an undivided $1/20^{\text{th}}$ share each respectively.

5. Thus, the said Amit Kumar Ganguly acquired an undivided $5/8^{\text{th}}$ part or share in the said Land and undivided $1/4^{\text{th}}$ part or share in the **Other Plot of Land** and the three daughters, namely, Smt. Sumita Ganguly, since deceased, Smt. Nandita Ganguly and Smt. Arpita Mitra nee Ganguly got an undivided $1/8^{\text{th}}$ part or share each in the **Plot of Land** and undivided $1/4^{\text{th}}$ part or share each in the **Other Plot of Land**.
6. Smt. Sumita Ganguly, who during her life time was a spinster, died intestate sometime in or about 4th October, 2010 whereupon her undivided $1/8^{\text{th}}$ part or share of and in the **Plot of Land** devolved unto her two sisters, namely, Smt. Nandita Ganguly and Smt. Arpita Mitra nee Ganguly and one brother Amit Kumar Ganguly jointly and in equal share whereupon each of them acquired an undivided $1/24^{\text{th}}$ part or share in the **Plot of Land** left behind by the said Smt. Sumita Ganguly, since deceased, and as a result of such devolution the said Amit Kumar Ganguly acquired an undivided $2/3^{\text{rd}}$ part or share in the said **Plot of Land** and his two sisters, namely, Smt. Nandita Ganguly and Smt. Arpita Mitra nee Ganguly acquired an undivided $1/6^{\text{th}}$ part or share each in the said **Plot of Land**.
7. Similarly, the two sisters, namely, Smt. Nandita Ganguly and Smt. Arpita Mitra (nee Ganguly) and the only brother Amit Kumar Ganguly on the intestate demise of Smt. Sumita Ganguly by way of intestate succession acquired an undivided $1/3^{\text{rd}}$ part or share each of and in the undivided $1/4^{\text{th}}$ part or share left behind Smt. Sumita Ganguly in the **Other Plot of Land**. Thus the said Amit Kumar Ganguly, Smt. Nandita Ganguly and Smt. Arpita Mitra (nee Ganguly) acquired an undivided $1/3^{\text{rd}}$ part or share in the **Other Plot of Land**.
8. By a Bengali Deed of Gift dated 6th August, 2008 and registered in the office of Additional District Sub-Registrar, Sonarpur and recorded in Book No. 1 being Deed No. 08115 of 2008 the said Smt. Arpita Mitra (nee Ganguly), out of her natural love and affection which she did bear for her husband Bhaskar Mitra transferred, assigned and assured by way of Gift, her undivided $1/3^{\text{rd}}$ part or share of and in the **Other Plot of Land** and comprised in R. S. Dag Nos. 3102 and 3103 correspondent to L.R. Dag

Nos. 3139 and 3140 appertaining to R. S. Khatian Nos. 666 and 684/2 , Pargana – Magura, Mouza–Jagaddal, P.S. and Sub-Registry Office–Sonarpur, District – South 24 Parganas, containing by estimation an area of five Cottahs more or less.

9. At all material times, one Subrata Lahiri, son of Sanat Kumar Lahiri No. 17, Block-A, New Alipore, Kolkata-700 053, P.S. 24-Parganas South, was also seized and possessed of ALL THAT pieces and parcels of DANGA land containing by estimation an area of 10 decimals be the same a little more or less situate and lying and comprised within R.S. Dag No. 3104 corresponding to L.R. Dag No. 3141 appearing to R.S. Khatian No. 684/2, within Pargana- Magura, Mouza–Jagaddal P. S. Sonarpur, R.S. No. 233, J.L. No. 71, P.S. and Sub-Registry Office-Sonarpur, District – 24 Parganas (South), thereafter for the sake of brevity referred to as "**ANOTHER PLOT OF LAND**".
10. By an agreement in writing dated 21st September, 1981 and for the consideration therein mentioned the said Subrata Lahiri intended to transfer and demise the **SAID ANOTHER PLOT OF LAND** unto and in favour of one Jyotish Ganguly and upon receipt of the full consideration delivered unto him peaceful, vacant and khas possession of the **SAID ANOTHER PLOT OF LAND** for being utilized for horticultural purposes.
11. Since the date of the said agreement the said Jyotish Ganguly continued to hold, possess and enjoy the **SAID ANOTHER PLOT OF LAND** comprised of the **Plots of Land** without any interruption or obstruction from any person or persons claiming through or under the said Subrata Lahiri and have been making payment of all outgoings and impositions relating and/or concerning thereto.
12. Owing to inadvertence the said Subrata Lahiri did not execute and/or register the relative Deed of Conveyance concerning the **SAID ANOTHER PLOT OF LAND** unto and in favour of the said Jyotish Ganguly until his death.
13. Coming to know of the contents of the said Agreement dated 21st September, 1981 the legal heirs of Jyotish Ganguly since deceased approached the said Subrata Lahiri for execution and registration of the relative Deed of Conveyance in respect of the **SAID ANOTHER PLOT OF LAND** in their favour on the ground and for the reasons stated in the preceding clauses above.

14. By a Deed of Conveyance dated 21st June, 2013 and made between said Subrata Lahiri (therein described as the Vendor) of the First Part and Amit Kumar Ganguly, Smt. Arpita Mitra and Smt. Nandita Ganguly being the legal heirs and heiresses of Jyotish Ganguly, deceased along with one Bhaskar Mitra (therein described as the Purchasers) of the Other Part and registered in the Office of the District Sub-Registrar –IV, 24-Parganas (South) and recorded in Book No. I, Being Deed No. 5260 for the Year 2013 the said Subrata Lahiri for valuable consideration therein mentioned sold, conveyed, transferred, assured and assigned unto and in favour of the purchasers named therein **ALL THAT** the **Said Another Plot of Land**.
15. The said Amit Kumar Ganguly & Ors. became the joint owners of ALL THAT pieces and parcels of contiguous land comprised of **Plots of Land** hereinafter for the sake of brevity referred to as the **FIRST PLOT OF LAND** herein and more fully and particularly described and mentioned in the **PART-I** of the **FIRST SCHEDULE** hereunder written.
16. By a Deed of Conveyance dated 27th August, 2013 and made between the said Amit Kumar Ganguly & Ors. therein described as the Vendors of the One Part and Starlite Infracon Pvt. Ltd. herein therein described as the Purchaser of the Other Part and registered in the office of the DSR-Alipore, South 24 Parganas and recorded in Book No. I, being Deed No. 07097 for the year 2013 the said Amit Kumar Ganguly & Ors. for valuable consideration therein mentioned sold, conveyed, transferred, assured and assigned unto and in favour of Starlite Infracon Pvt. Ltd herein of All That the said land more fully and particularly described and mentioned in the **PART-I** of the **FIRST SCHEDULE** hereunder written.
17. At all material times one Abinash Chandra Chakraborty was seized and possessed of or otherwise well and sufficiently entitled to as the full and absolute Owner of **ALL THAT** piece and parcel of Bastu, Bagan and Doba land containing an aggregate area of 14 Satak equivalent to 8 cottahs 7 chittacks and 23 sq. ft. more or less and comprised in RS Dag No. 3105 corresponding to LR Dag No. 3142 containing an area of 14 satak appertaining to LR Khatian No. 1315/1 and part of RS Dag No. 3106 corresponding to LR Dag No. 3143 containing an area of 77 satak and appertaining to LR Khatian No. 411.
18. That the said Abinash Chandra Chakraborty installed a private family deity SREE SREE RAJ BALLAV SHIB THAKUR in a part of the said premises

comprised RS Dag No. 3105 LR Dag No. 3142 and continued to carry on the daily seba puja at his own costs and expenses without creating and/or executing any formal Deed of Trust or Debutter for installation of the said deity and/or performance of the daily seba puja.

19. The said Abinash Chandra Chakraborty who during his life time was a Hindu governed by Dayabhaga School of Hindu Law died intestate leaving behind him surviving this two daughters Smt. Radha Rani Bhattacharjee and Smt. Provati Chakraborty as his only legal heiresses, under the Hindu Law of Succession his wife Smt. Nirmal Nalini Chakraborty having predeceased him.
20. By virtue of intestate succession Ganesh Chandra Bhattacharya and Sunil Kumar Bhattacharjee both sons of Smt. Radha Rani Bhattacharjee and Amar Chakraborty son of Smt. Provati Chakraborty assumed the office of Shebaitship of the said Deity being the male legal heirs or representative of the deceased Shebait.
21. The said Sunil Kumar Bhattacharya and Amar Chakraborty did not perform any seba puja and relinquished their respective rights unto and in favour of Ganesh Chandra Bhattacharya by two several Bengali Deeds of Conveyance dated 14th July, 1953 and 12th October, 1955 and registered in the office of the Sub-Registrar Baruipur and recorded in Book No. I, Being Deed No. 5592 for the year 1953 and recorded in Book No. I, Being Deed No. 6894 for the year 1955 respectively.
22. The said Ganesh Chandra Bhattacharya thereafter out of his own will and volition continued to act as the sole sebait of SREE SREE RAJ BALLAV SHIB THAKUR until the time mentioned hereafter.
23. After retirement from service it became difficult on the part of the said Ganesh Chandra Bhattacharya to continue to carry on the daily seba puja and in the circumstances he had no option but filed an application under Sections 34 and 36 of the Indian Trust Act praying seeking permission from the Court of the District Judge at Alipore so as to sell and transfer the said land held by the said Deity for the welfare and benefit and seba puja of the deity on such terms as to the Ld. Court would deem fit and proper and the said application was registered as Misc. Case No. 267 of 1988.
24. By an order dated 19th November, 1988 Sri G. R. Bhattacharjee, District Judge at Alipore disposed of the said matter being Misc. Case No. 267 of 1988 thereby observed that the Debutter created as aforesaid is a private

Debutter and as such no permission of the Court is necessary in Law, and accordingly by the said order the said Ganesh Chandra Bhattacharya was granted leave to deal with the said premises at his discretion for the welfare and benefit of the said Deity.

25. The said Ganesh Chandra Bhattacharya who during his life time was a Hindu governed by Dayabhaga School of Hindu Law died intestate leaving behind him surviving his wife Smt. Nandarani Bhattacharya, son Asok Kumar Bhattacharya and daughters Smt. Rekha Chakraborty, Smt. Rita Bhattacharya and Smt. Nipa Bhattacharya as also Ashis Chakraborty, Manas Chakraborty and Suman Chakraborty all being sons of his predeceased daughter Smt. Reba Chakraborty as his only legal heirs and heiresses under the Hindu Law of Succession who thus inherited the said premises jointly and in equal 1/6th share each save that the last three named persons jointly acquired and undivided 1/6th part or share therein.
26. The heirs and legal representatives of the said Ganesh Chandra Bhattacharya, deceased mutually agreed to deal with and dispose of the said premises and to utilize the part of the consideration derived from RS Dag No. 3106 for the betterment and welfare of SREESREE RAJ BALLAV SHIB THAKUR.
27. It is further mutually agreed by the legal heirs and representatives of Ganesh Chandra Bhattacharya, deceased that all other heirs and legal representatives namely Smt. Nandarani Bhattacharya, Smt. Rekha Chakraborty, Smt. Rita Bhattacharya and Smt. Nipa Bhattacharya as also Ashis Chakraborty, Manas Chakraborty and Suman Chakraborty would release and relinquish their right and interest in or upon the said premises unto and in favour of Asok Kumar Bhattacharya absolutely and forever so as to empower him to deal with the said premises and assume the office of the Shebait for such purpose so as to enable them to carry out the daily seba puja of the said Deity.
28. The said Smt. Nandarani Bhattacharya, Smt. Rekha Bhattacharya, Smt. Rita Bhattacharya and Smt. Nipa Bhattacharya as also Ashis Chakraborty, Manas Chakraborty and Suman Chakraborty have recorded their intention of releasing and relinquishing their share or interest in the said premises absolutely and forever in favour of the Owner herein by several affidavits affirmed by each of them before the Ld. Chief Metropolitan Magistrate, Kolkata.
29. The said Asok kumar Bhattacharyya being part owner and by virtue of the Affidavits affirmed by Smt. Nandarani Bhattacharya, Smt. Rekha

Bhattacharya, Smt. Rita Bhattacharya and Smt. Nipa Bhattacharya as also Ashis Chakraborty, Manas Chakraborty and Suman Chakraborty became seized and possessed of or otherwise well and sufficiently entitled to enter upon any agreement and/or understanding in respect of **ALL THAT** pieces and parcel of Land comprised in L.R. Dag No. 3142 appertaining to L.R. Khatian 1315/1, L.R. Dag No. 3143 appertaining to L.R. Khatian No. 411 containing by estimation an area of about 23 cottahs, 3 chittacks and 31 sq. ft. be the same a little more or less under Rajpur- Sonarpur Municipality, P.O. Dalyga being holding No. 47, Dr. B.C. Roy Road, P.S. and ADSR – Sonarpur, District- 24 Parganas (South), more fully and particularly described and mentioned in the **PART-II** of the **FIRST SCHEDULE** hereunder written.

30. By an Indenture dated 26th April, 2017 made, executed and registered in the Office of the ARA-I, Kolkata and recorded in the Book NO. I, being Deed No. 190102454 for the year 2017 with Starlite Infracon Pvt. Ltd a scheme of development concerning or relating to the plot of land mentioned and described in **PART-II** of the **FIRST SCHEDULE**.
31. Subsequently, by way of three several Deeds of Gift registered in the Office of the ADSR Sonarpur being Deed Nos. 160800256, 160800260 and 160800262 for the year 2023, respectively by virtue of which the said Asok Kumar Bhattacharya became full and absolute owner of the plot of land mentioned and described in the **PART-II** of the **FIRST SCHEDULE**.
32. At all material times one Anjulekha Guha of No. 25, Pratapditya Place, Kolkata- 700 026 was seized and possessed of or otherwise well and sufficiently entitled to as the full and absolute Owner of **ALL THAT** piece and parcel of Bastu Land measuring 5 cottahs more or less Together with a building sanding thereon and/or on part thereof along with the right of easement over a 10 ft. wide passage situate and lying at Mouza-Jagaddal, JL No. 71, RS 233, Pargana-Magura, P. S. & ADSR Sonarpur, being part of Holding No. 93 of Dr. B. C. Roy Road, Ward No. 25 (formerly 23) under Rajpur Sonarpur Municipality and comprising in RS Dag No. 3168 corresponding to LR Dag No. 3220 appertaining to RS Khatian No. 46 corresponding to LR Khatian No. 1642 and surrounded by boundary wall Together With all rights of easements of entrance and exit through the 22 ft wide municipal road and hereinafter referred to as the said First Lot Premises.
33. At all material Smritlekha Guha of No. 25, Pratapditya Place, Kolkata- 700 026 was seized and possessed of or otherwise well and sufficiently entitled

to as the full and absolute Owner of **ALL THAT** piece and parcel of Bastu Land measuring 5 cottahs more or less Together With 20 years old building and/or structure standing thereon containing a built up area of 1000 sq. ft. more or less along with the right of easement over a 10 ft. wide passage situate and lying at Mouza-Jagaddal, JL No. 71, RS 233, Pargana-Magura, P. S. & ADSR Sonarpur, being part of Holding No. 93 of Dr. B. C. Roy Road, Ward No. 25 (formerly 23) under Rajpur Sonarpur Municipality and comprising in RS Dag No. 3168 corresponding to LR Dag No. 3220 appertaining to RS Khatia No. 46 corresponding to LR Khatian No. 1642 hereinafter referred to as the said Second Lot Premises.

34. At all material times Anjulekha Guha and Smritilekha Guha of No. 25, Pratapditya Place, Kolkata- 700 026 were jointly seized and possessed of or otherwise well and sufficiently entitled to as the full and absolute joint Owners of **ALL THAT** piece and parcel of Bastu Land measuring 5 cottahs more or less along with the right of easement over a 10 ft. wide passage situate and lying at Mouza-Jagaddal, JL No. 71, RS 233, Pargana-Magura, P. S. & ADSR Sonarpur, being part of Holding No. 93 of Dr. B. C. Roy Road, Ward No. 25 (formerly 23) under Rajpur Sonarpur Municipality and comprising in RS Dag No. 3168 corresponding to LR Dag No. 3220 appertaining to RS Khatia No. 46 corresponding to LR Khatian No. 1642 and surrounded by boundary walls Together With all rights of easements of entrance and exit through the 22 ft wide school road and hereinafter referred to as the said Third Lot Premises.
35. By a deed of conveyance dated 8th September, 2010 and made between Smt. Anjulekha Guha and Smt. Smritilekha Guha therein described as the Vendors of the One Part and the Vendors herein therein described in the Purchasers of the Other Part and registered in the office of the ADSR Sonarpur and recorded in Book No. I, being Deed No. 10645 for the year 2010 the said Smt. Anjulekha Guha and Smt. Smritilekha Guha for valuable consideration therein mentioned sold, conveyed, transferred, assigned and assured unto and in favour of the Vendors herein All That the said Third Lot Premises absolutely and forever.
36. By a further deed of conveyance dated 8th September, 2010 and made between Smt. Anjulekha Guha therein described as the Vendor of the One Part and the Vendors herein therein described in the Purchasers of the Other Part and registered in the office of the ADSR Sonarpur and recorded in Book No. I, being Deed No. 10646 for the year 2010 the said Smt. Anjulekha Guha for valuable consideration therein mentioned sold,

conveyed, transferred, assigned and assured unto and in favour of the Vendors herein All That the said First Lot Premises absolutely and forever.

37. By a deed of conveyance dated 8th September, 2010 and made between Smt. Smritilekha Guha therein described as the Vendor of the One Part and the Vendors herein therein described in the Purchasers of the Other Part and registered in the office of the ADSR Sonarpur and recorded in Book No. I, being Deed No. 10647 for the year 2010 the said Smt. Smritilekha Guha for valuable consideration therein mentioned sold, conveyed, transferred, assigned and assured unto and in favour of the Vendors herein All That the said Second Lot Premises absolutely and forever.
38. Thus the Owners herein jointly became absolutely seized and possessed of or otherwise well and sufficiently as the full and absolute joint owners of **ALL THAT** piece and parcel of Bastu Land Together With one storied building containing a built up area 1000 sq. ft. be the same a little more or less standing thereon and/or on part thereof as also the right of easement for ingress and egress through the 20 ft. passage from the School Road and containing by estimation an area of 15 cottahs be the same a little more or less situate and lying at Mouza-Jagaddal, JL No. 71, RS No. 233, Pargana-Magura, P. S. & ADSR Sonarpur, being Holding No. 93 of Dr. B. C. Roy Road, Ward No. 25 (formerly 23) under Rajpur Sonarpur Municipality and comprising in RS Dag No. 3168 corresponding to LR Dag No. 3220 appertaining to RS Khatian No. 46 corresponding to LR Khatian No. 1642 more fully and particularly described and mentioned in **Part III of the FIRST SCHEDULE** hereunder written.
39. By a Deed of Conveyance dated 28th March, 2017 made, executed and registered by and between Sujit Kumar Sen & Ors. being the owners therein and Starlite Infracon Pvt. Ltd. and registered in the office of ARA-I, Kolkata and recorded in Book I, being Deed No. 190101877 for the year 2017 with the intention of beneficial and profitable use of the said premises along with adjacent plots of land more fully and particularly described and mentioned in the FIRST SCHEDULE hereunder written.
40. Sometime in or about May 9, 2021 one Ranjan Dhali one of the joint members constituting Owner No. 2 died intestate leaving behind him Smt. Rita Dhali, widow and his two daughters namely Rinki Dhali and Riya Dhali as his only legal heiresses under the Hindu Succession Act who by virtue of such intestate succession inter alia inherited the undivided indefeasible share left behind by the said Ranjan Dhali.

41. At all material times Debendra Narayan Das Kayal, Dwijendra Narayan Das Kayal and Lokendra Narayan Das Kayal were seized and possessed of or otherwise well and sufficiently entitled to as the full and absolute joint Owners of ALL THAT piece and parcel of Bagan Land situate and lying at Mouza-Jagaddal and comprised in J. L. No. 71, RS Dag Nos. 3102 and 3103 appertaining to RS Khatian Nos. 666, 689/2, P. S. Sonarpur, District-24 Parganas (South) measuring 17 cottahs be the same a little more or less.
42. By a Deed of Conveyance dated 20th January, 1961 and made between the said Debendra Narayan Das Kayal & Ors. therein described as the Vendors of the One Part and Smt. Aruna Devi therein described as the Purchaser of the Other Part and registered in the Sub-Registry Office at Baruipur and recorded in Book No. I, being Deed No. 372 for the year 1971 the said Debendra Narayan Das Kayal & Ors. for valuable consideration therein mentioned sold, conveyed, transferred, assigned and assured ALL THAT the said Bagan Land measuring 17 cottahs unto and in favour of the Purchaser.
43. By a Deed of Conveyance dated 21st September, 1981 and made between the Smt. Aruna Devi therein described as the Vendor of the One Part and Smt. Arpita Ganguly therein described as the Purchaser of the Other Part and registered in the office of the DSR-Alipore and recorded in Book No. I, being Deed No. 10790 for the year 1981 the said Smt. Aruna Devi for valuable consideration therein mentioned sold, conveyed, transferred, assigned and assured **ALL THAT** the said Bagan Land measuring 17 cottahs unto and in favour of the Purchaser.
44. By a Deed of Conveyance dated 18th May, 1989 and made between Smt. Arpita Ganguly therein described as the Vendor of the One Part and Smt. Shanti Guha therein described as the Purchaser of the Other Part and registered in the office of ADSR-Alipore and recorded in Book No. I, being Deed No. 6440 for the year 1989 the Smt. Arpita Ganguly for valuable consideration therein mentioned sold, conveyed, transferred, assigned and assured unto and in favour of the Purchaser of **ALL THAT** carved out demarcated piece and parcel of Bagan Land measuring 11.43 cottahs more or less out of 17 cottahs situate and lying at Mouza-Jagaddal, Touzi Nos. 47, 49, 64, 64 and 68 and comprised in RS Dag Nos. 3102 and 3103

appertaining to RS Khatian Nos. 666, 684/2 within Rajpur Sonarpur Municipality, P. S. and Sub-Registry Office Sonarpur, 24 Parganas (South).

45. By a Deed of Conveyance dated 18th May, 1989 and made between Smt. Arpita Ganguly therein described as the Vendor of the One Part and Kunal Guha therein described as the Purchaser of the Other Part and registered in the office of ADSR-Sonarpur and recorded in Book No. I, being Deed No. 6439 for the year 1989 the said Smt. Arpita Ganguly for valuable consideration therein mentioned sold, conveyed, transferred, assigned and assured unto and in favour of the Purchaser of **ALL THAT** the divided and demarcated part of Bagan Land measuring 5 cottahs 14 chittacks and 1 sq. ft. equivalent to 5.57 cottahs more or less situate and lying at Mouza-Jagaddal, Touzi Nos. 47, 49, 64, 64 and 68 and comprised in RS Dag Nos. 3102 and 3103 appertaining to RS Khatian Nos. 666, 684/2 within Rajpur Sonarpur Municipality, P. S. and Sub-Registry Office Sonarpur, 24 Parganas (South).
46. By a Deed of Conveyance dated 17th day of November, 1994 and made between Kunal Guha therein described as the Vendor of the One Part and Owner herein therein described as the Purchaser of the Other Part and registered in the office of ADSR-Sonarpur and recorded in Book No. I, being Deed No. 6339 for the year 1994 the said Kunal Guha for valuable consideration therein mentioned sold, conveyed, transferred, assigned and assured unto and in favour of the Purchaser of **ALL THAT** the divided and demarcated part of Bagan Land measuring 5 cottahs 14 chittacks and 1 sq. ft. equivalent to 5.57 cottahs more or less situate and lying at Mouza-Jagaddal, Touzi Nos. 47, 49, 64, 64 and 68 and comprised in RS Dag Nos. 3102 and 3103 appertaining to RS Khatian Nos. 666, 684/2 within Rajpur Sonarpur Municipality, P. S. and Sub-Registry Office Sonarpur, 24 Parganas (South).
47. Thus the Owner became seized and possessed of or otherwise well and sufficiently entitled to **ALL THAT** the divided and demarcated part of Bagan Land measuring 5 cottahs 14 chittacks and 1 sq. ft. equivalent to 5.57 cottahs more or less situate and lying at Mouza-Jagaddal, Touzi Nos. 47, 49, 64, 64 and 68 and comprised in RS Dag Nos. 3102 and 3103 appertaining to RS Khatian Nos. 666, 684/2 within Rajpur Sonarpur Municipality, P. S. and Sub-Registry Office Sonarpur, 24 Parganas (South) more fully and particularly described and mentioned in **PART IV** of the **FIRST SCHEDULE** hereunder written.

48. After purchasing or acquiring the SAID PREMISES, the Owner hath duly applied to the Office of the concerned B. L. & L. R. O. and get his/her/their name mutated in the records maintained in the Office of the said B. L. & L. R. O. in respect of the SAID PREMISES and have been duly and punctually paying and discharging all rates, taxes and other outgoings concerning or relating to the SAID PREMISES and has been holding and possessing the SAID PREMISES without any interruption, obstruction or demur as the full and absolute Owner thereof.
49. The Owner with the intention of beneficial and profitable user of the SAID PREMISES hath approached Startlite Infracon Pvt. Ltd. with a proposal of development of the SAID PREMISES on JOINT VENTURE BASIS for mutual benefit and on terms and conditions contained in the agreement dated 3rd November, 2013.
50. At all material times, one Surendra Nath Das Kayal was seized and possessed of ALL THAT pieces and parcels of BAGAN land situate and lying at Mouza–Jagaddal and comprised in Dag No. 3168 appertaining to Khatian No. 468 P. S. Sonarpur, District – 24 Parganas (South) containing by estimation an area of 18 Cottahs 12 Chittacks be the same a little more or less as the recorded tenant under the then Zamindar.
51. While being possessed of the said Surendra Nath Das Kayal duly got his name recorded as the lawful occupant of the said land in the C. S. record of rights maintained for such purpose.
52. By a Deed of Family Settlement made, executed and registered by the said Surendra Nath Das Kayal being dated 15th June, 1957 he during his life time settled by way of Family Settlement and transferred all his right and interest in all his properties and assets including the above land unto and in favour of his three sons, viz. Debendra Narayan Das Kayal, Dwijendra Narayan Das Kayal and Lokendra Narayan Das Kayal which was registered in the office of the Additional District Sub-Registrar at Baruipur, in Book No. 1 being Deed No. 216 for the year 1957 whereby and whereunder the said Surendra Nath Das Kayal released and relinquished his secular right and interest in the said property absolutely and forever.
53. Subsequently, at the time of execution of the Revisional Settlement, Surendra Nath Das Kayal's right or interest in or upon the said land duly vested in the State of West Bengal by and under the provision of the West Bengal Estate Acquisition Act whereby and whereunder the said land was

duly recorded in the names of the said three sons, namely, Debendra Narayan Das Kayal, Dwijendra Narayan Das Kayal and Lokendra Narayan Das Kayal in the R.S. records and have continued to make payment of the rents and other charges on account thereof and continued to hold, possess and enjoy the same as their exclusive separate property.

54. While holding and possessing the said land the said Debendra Narayan Das Kayal and two others as such owners got their names duly mutated in the records maintained with the Rajpur-Sonarpur Municipality concerning and relating the SAID LAND.
55. By two several Deeds of Conveyance dated 23rd January, 1961 and 5th April, 1963 and registered in the office of the Additional District Sub-Registrar at Baruipur and recorded in Book No. 1 being Deed No. 373 and Deed No. 5245 respectively the said Debendra Narayan Das Kayal and two others have sold, conveyed and transferred their right and interest of and in the said land unto and in favour of Sanat Kumar Lahiri, who thus became seized and possessed of the said land as the sole and absolute owner thereof and continued to hold and possess the said land and duly recorded his name in the office of the concerned Block Land and Land Revenue Officer as the owner thereof and has been enjoying and possessing the said Land upon payment of the rates and taxes on account thereof.
56. By a Deed of Conveyance dated 21st September, 1981 and made between Sanat Kumar Lahiri (therein described as the Vendor) of the One Part and Smt. Sumita Ganguly (therein described as the Purchaser) of the Other Part and registered in the Office of the District Sub-Registrar at Alipore , 24 Parganas South and recorded in Book No. I being Deed No. 10788 for the Year 1981 the said Sanat kumar Lahiri for valuable consideration therein mentioned, sold, conveyed, transferred, assured and assigned his right and interest of and in the said land unto and in favour of Smt. Sumita Ganguly, since deceased, absolutely and for ever.
57. The said Smt. Sumita Ganguly while holding and possessing the said land as the sole and absolute owner thereof duly applied for and got her name recorded as the owner in the record of rights and continued to pay and discharge all rates and taxes on account thereof without any deduction and/or abatement.
58. The said Sumita Ganguly during her life time by a Deed of Conveyance dated 20th April, 1988 and made in favour of Smt. Anjulekha Guha

daughter of Samarendra Nath Guha and registered in the office of DSR-Alipore and recorded in Book No. I being Deed No. 4185 for the year 1988 sold, transferred and conveyed land measuring 5 cottahs more or less including 10 ft. wide private passage carved out the said land containing by estimation an area of 31 Decimals equivalent to 18 cottahs and 12 chittacks more or less and thereby the said Sumita Ganguly retained unto her the remaining part of the said land measuring 13 cottahs 12 chittacks more or less.

59. The said Sumita Ganguly during her life time by a Deed of Conveyance dated 20th April, 1988 and made in favour of Smt. Manjulekha Guha daughter of Samarendra Nath Guha and registered in the office of DSR-Alipore and recorded in Book No. I being Deed No. 4184 for the year 1988 sold, transferred and conveyed land measuring 5 cottahs more or less including 10 ft. wide private passage carved out the said land containing by estimation an area of 31 Decimals equivalent to 18 cottahs and 12 chittacks more or less and thereby the said Sumita Ganguly retained unto her the remaining part of the said land measuring 8 cottahs 12 chittacks more or less.
60. The said Sumita Ganguly during her life time by a Deed of Conveyance dated 20th April, 1988 and made in favour of Smt. Smritilekha Guha daughter of Samarendra Nath Guha and registered in the office of DSR-Alipore and recorded in Book No. I being Deed No. 4186 for the year 1988 sold, transferred and conveyed land measuring 5 cottahs more or less including 10 ft. wide private passage carved out the said land containing by estimation an area of 31 Decimals equivalent to 18 cottahs and 12 chittacks more or less and thereby the said Sumita Ganguly retained unto her the remaining part of the said land measuring 3 cottahs 12 chittacks more or less.
61. Thus the said Sumita Ganguly retained unto herself All That carved out part of the said aggregate land measuring 3 cottahs and 12 chittacks more or less hereafter for the sake of brevity referred to as the **DEMISED LAND**
- .
62. While being seized and possessed of the Demised Land Smt. Sumita Ganguly, who was a spinster and was a Hindu governed by Dayabhaga School of Law died intestate sometime in or about 4th October, 2010 leaving behind her surviving her two sisters, namely, Smt. Nandita Ganguly and Smt. Arpita Mitra (nee Ganguly) and his brother Amit Kumar

Ganguly as the only heir and heiresses under the Hindu Law of Succession whereupon her right and interest in the Demised Land and devolved unto her legal heirs and heiresses jointly and in equal one-third share each since her father Jyotish Ganguly and Smt. Santana Ganguly having pre-deceased her.

63. Thus Amit Ganguly & Ors. became jointly seized and possessed of or otherwise well and sufficiently entitled to be the sole and absolute joint owners of the demised land and have duly recorded their names as the joint owners with the concerned BL & LRO and upon payment of all rates and taxes on account thereof.
64. By a deed of conveyance dated 21st June, 2013 and made between the Amit Ganguly & Ors. the vendors of the one part and Starlite Infracon Pvt. Ltd. therein described as the purchaser of the other part and registered in the office of the DSR-IV, Alipore, South 24 Parganas and recorded in Book No. I, being Deed No. 05261 for the year 2013 and the said Amit Ganguly & Ors. for valuable consideration mentioned therein sold, conveyed, transferred, assured and assigned unto and in favour of Starlite Infracon Pvt. Ltd. of All That the said land more fully and particularly described and mentioned in the Part-V of the **FIRST SCHEDULE** hereunder written.
65. The said plots of land described and mentioned in Part-I to Part-V of the **FIRST SCHEDULE** hereunder written being adjacent and contiguous to each other and for the sake of optimum utilization the owners of the each plots of land and on the basis of a joint declaration filed before the Rajpur Sonarpur Municipality applied for and got the said plots of land amalgamated as per the certificate of mutation and amalgamation issued by Rajpur Sonarpur Municipality dated 28th July, 2017 and the amalgamated premises was renumbered as premises No. 11, Dr. Bidhan Chandra Roy Road, Kolkata- 700 151.
66. By an indenture dated 27th April, 2018 made, executed and registered by and between Starlite Infracon Pvt. Ltd. the Developer-cum-Confirming Party herein being represented by its erstwhile Director Mudit Poddar and Panchmukhi Promoters Pvt. Ltd. the Incoming Developer herein being represented by its director Sandeep Kumar Shah and registered in the office of DSR-IV, 24 Parganas (South) and recorded in Book No. I, being Deed No. 160403827 for the year 2018, a supplementary scheme of development was formulated strictly in respect of **Block-C** and **Block-D**

of the proposed multi storied building complex in superstation of the above stated development agreements executed and registered by and between the parties of the **FIRST PART** herein with the parties hereto of the **SECOND PART** being represented by its erstwhile Director Mudit Poddar, respectively which is more fully and particularly described and mentioned in the Second Schedule hereunder written (hereinafter for the sake of brevity referred to as the Said Premises).

67. The Parties herein with the intent of construction of building or buildings comprising of self-contained flats, apartments and commercial areas including car parking spaces duly applied for and obtained a building plan sanctioned by the Rajpur-Sonarpur Municipality being Building Sanction Permit No. 156/REV/CB/25/44 dated 19/11/2018.
68. After sanction of the said building plan the Incoming Developer being the party herein of the Third Part commenced construction of building or buildings comprising of Block-C and Block-D in or upon part of the said premises with the concurrence and cooperation of the Developer-cum-Confirming Party herein.
69. In course of such construction for diverse causes and considerations a Corporate Insolvency Process was initiated against the Confirming Party herein under Section 7 of the Insolvency Bankruptcy Code, 2016 before the Hon'ble National Company Law Tribunal, Kolkata Bench which was registered as CP(IB) 676/(KB) of 2019.
70. The said Insolvency Application was admitted before the Hon'ble National Company Law Tribunal, Kolkata Bench in connection with pending Insolvency Process and as a consequence whereof the entire process and work of construction in implementation of the scheme of development dated 27th April, 2018 had been stalled.
71. In order to proceed with the implementation of the said scheme of development and in order to come out of such stalemate the Incoming Developer filed an application before the Hon'ble National Company Law Tribunal, Kolkata Bench seeking an order permitting commencement of work of construction in or upon the said premises in respect of Block-C and Block-D specified in the share of the development dated 27th April, 2018 to obviate the unprecedented loss and prejudice i.e. likely to be sustained by the Incoming Developer in the process.

72. The Hon'ble National Company Law Tribunal, Kolkata Bench by an order dated 21st March, 2022 in terms of the settled between the Resolution Professional appointed for Starlite Infracon Pvt. Ltd. (in CIRP) and the party of the third part herein was directed to do, execute and perform the necessary work of constructions concerning or relating to Block-C and Block-D referred to in the scheme of development dated 27th April, 2018 with immediate effect and also make necessary agreement between the concerned parties to overcome all impediments.
73. The Hon'ble National Company Law Tribunal, Kolkata Bench was further pleased to pass an order dated 21st April, 2022 pronounced on 6th July, 2022 in CP (IB) No. 676 (KB) of 2019 allowing the Resolution Plan filed by the Committee of Creditors through the Resolution Professional.
74. In the light of the changed circumstances and particularly on the basis of the order dated 21st March, 2022 followed by the approval of the Resolution Plan filed by the Committee of Creditors by an order of the Hon'ble National Company Law Tribunal, Kolkata Bench dated 21st April, 2022 it has become necessary and expedient that a further understanding and/or arrangement for the scheme of development in furtherance to the agreement dated 27th April, 2018 be executed between the parties herein so as to remove any impediment and/or its difficulty in implementation of the scheme of development envisaged therein and confirmed in terms of the order dated 21st March, 2022 passed by the Hon'ble Company Law Tribunal, Kolkata Bench.
- B. Consequent whereupon in the interest of implementation of the said scheme of development in terms of the Supplementary development agreement dated 27th April 2018 and in terms of order dated 21st March, 2022, the parties herein being desirous of recording this association of the landowners of the **ALL THAT** land comprised in L. R. Dag No.3142 appertaining to L. R. Khatian No. 1315/1, measuring 8cottahs7 chittacks and 23 sq. ft. more or less **And** L. R. Dag No. 3143 appertaining to L. R. Khatian No. 411 measuring 14Cottahs12 chittacks and 9 sq. ft. more or less under Rajpur-Sonarapur Municipality, Mouza- Jagaddal, P.O. Dakshin Jagaddal, being Holding No. 47, Dr. B. C. Roy Road, P.S. and ADSR Office-Sonarapur, District-24-Parganas South **And** the land comprised in R.S. Dag No. 3168 appertaining to R. S. Khatian No. 468 to corresponding L.R. Dag No. 3220 appurtenant to L.R. Khatian No. 1642 measuring 15 Cottahs more or less **TOGETHER WITH** the unfettered right of easement for ingress and egress through 20 Ft. wide passage from School Road situated and lying at

Mouza-Jagaddal, J.L.No. 71, R.S. No. 233 within Ward No. 25 of Rajpur-Sonarpur Municipality, being Holding No.91, 92 and 93, Dr. B.C.Roy Road, P.S. Sonarpur, 24-Parganas South **AND ALL THAT** land comprised in R.S. Dag No. 3103 appertaining to R.S. Khatian Nos. 666 and 684/2 corresponding to L.R. Dag No. 3140 measuring about 5 Cottahs 14 Chittacks 1 sq.ft. of "bastu" land out of 26 decimals contained in the said Dag situate and lying at Mouza-Jagaddal, Touzi Nos. 47, 49, 63, 64 and 68, R.S. No. 233,, J.L. No.1 under Rajpur-Sonarpur Municipality, P.O. Dakshin Jagaddal, P.S. and ADSR Office – Sonarpur, District-24 Parganas South **AND ALL THAT** piece and parcel of Bastu land situate and lying at Mouza-Jagaddal, P.S. & Sub-Registry office Sonarpur, District -24 Parganas (South), within Ward No. 25 of Rajpur-Sonarpur Municipality and forming Part of R.S.Dag No., 3168 appertaining to R.S. Khatian No. 468 corresponding to L.R. Dag No. 3220 containing by estimation an area of 3 Cottahs 12 Chittacks be the same a little more or less thus aggregating a total land measuring 47Cottahs 13 Chittacks and 33sq.ft. more or less with the developer herein for performing of the scheme of development and executed a Development Agreement dated 6th May, 2023 between the Owners of the FIRST PART herein and the Developer of the SECOND PART herein and registered in the office of ARA- II, Kolkata and recorded in BOOK- I being Deed no. 190206312 for the year 2023.

- C. The said premises more fully and particularly described and mentioned in the FIRST SCHEDULE hereunder written is earmarked for construction of two several multistoried residential building and the said two buildings/blocks shall be known as "PANCHMUKHI PEARLS"(Previously known as DNP Height Phase II)
- D. The Developer is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Developer regarding the said land on which Project is to be constructed have been completed;
- E. The Rajpur-Sonarpur Municipality has granted the commencement certificate to develop the Project vide approval dated bearing no. 156/REV/CB/25/44 dated 19/11/2018;
- F. The Developer has obtained the final layout plan approvals for the Project from Rajpur-Sonarpur Municipality. The Developer agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with section 14 of the Act and other laws as applicable;

- G. The Developer has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at _____no. _____; on _____ under registration
- H. At the request of the purchaser the developer itself and the owners have agreed to sell and transfer and the purchaser has agreed to purchase and acquire on ownership basis ALL THAT the said Flat being Flat No. ----- on the ----- Floor of BLOCK --- having by estimation ----- sq.ft carpet area more or less and more fully and particularly described and mentioned in the Part-I of the THIRD SCHEUDLE hereunder written and the covered car parking space in the ground floor being Parking No. ----- more fully and particularly described and mentioned in the Part-II of THIRD SCHEDULE hereunder written Together With the proportionate share or interest in the common parts/portions/areas and installations and/or other facilities and/or other amenities of and in the new building more fully and particularly described and mentioned in the FOURTH, FIFTH & SIXTH SCHEDULE hereunder written Together Also With the undivided proportionate, impartible variable share or interest in the land comprised in the said land and attributable to the said flat/unit more fully and particularly described and mentioned in the SECOND SCHEDULE hereunder written and for the sake of brevity referred to as the said flat and the rights appurtenant thereto.
- I. Purchaser hath satisfied himself/itself/herself as to the total area and dimension of the said flat and other common facilities and amenities agreed to be provided.
- J. Purchaser hath satisfied himself/itself/herself as to the sanction an/or validity of the building plan.
- K. On or before execution of this agreement purchaser hath satisfied himself/itself/herself as to the title to the owners and the rights of the developer to develop the said premises.
- L. The owners have represented and assured that the premises is free from all encumbrances, charges, liens, lispensens, attachments, acquisitions, relinquishments and trust of whatsoever and howsoever excepting the agreement for sale enter into an/or to be entered into with the various intending buyers or purchasers of the diverse portions of the new building or buildings.

NOW THIS AGREEMENT WITNESSETH AND IT IS MUTUALLY AGREED AND DECLARED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. TERMS:

In accordance with the terms and conditions of this Agreement as mentioned and written hereunder, the Developer in confirmation with the Owners agrees to sell to the Allottee/Purchaser and the Allottee/Purchaser hereby agrees to purchase, the said Flat/Unit as specified hereinbelow;

The Total Price for the said Flat/Unit having carpet area of ____ sq. ft. more or less at a price of Rs. _____ (Rupees -----only ("**Total Price**")

Block/Building/Tower no.____ ____Flat/Unit No.____ Type____ Floor____	Rate of Flat/Unit per square feet*

AND

Garage/Closedparking-1	Price for 1
Garage/Closedparking-2	Price for 2

Explanation:

- (i) The Total Price above includes the booking amount paid by the Allottee/Purchaser to the Developer towards the said [Flat/Unit];
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable

by the Developer by way of Value Added Tax, Service Tax, GST, CGST, if any as per law, and Cess or any other similar taxes which may be levied, in connection with development and construction of the said building or buildings of the said Project payable by the Developer) up to the date of handing over of the possession of the said Flat/Unit:

PROVIDED HOWEVER in the event any change /modification in the taxes, the subsequent amount payable by the Allottee/Purchaser to the Developer shall be increased/reduced based on such change/modification;

- (iii) The Developer shall intimate the Allottee/Purchaser in writing the amount payable mentioned here and above towards total consideration for the said Flat which more fully and particularly described and mentioned in the **NINTH SCHEDULE** hereunder and Allottee/Purchaser upon receipt of such written intimation from the Developer shall make over the payment within 30 days thereof. The Developer has specified the details of taxes levied upon the Allottee/Purchaser in the **NINTH SCHEDULE** written hereunder and in the event of any further or additional taxes demanded by the concerned department on any account what so ever over and above the taxes levied shall be intimated by the Developer in writing along with copy of the demand to the Allottee/Purchaser and the payment for the same shall be made by the Allottee/Purchaser within 30 days from the date of receipt of the intimation and/or period specified therein.
- (iv) The Total Price of the said Flat including car parking space shall include share in the common areas and the Land underneath the building standing thereon and the payment thereof shall be made in terms of the **NINTH SCHEDULE** hereunder written.

HOWEVER, that the Developer may at its sole discretion give concession to the Allottee/Purchaser for making early payments of instalments and such concession granted shall not be withdrawn by the Developer at the later point of time.

- (v) The Developer may raise demand for payment of further additional charges in writing in the event of rise in statutory duties payable and/ or

increase in cost of construction along with supporting documents thereto upon the Allottee/Purchaser and the Allottee/Purchaser shall be liable to pay such amount demanded by the Developer within the stipulated time mentioned therein.

- (vi) The Allottee/Purchaser agrees to make such payment within the stipulated time and in the event of default the Developer may at it's own discretion charge on additional amount of penalty not exceeding% of the total consideration amount for the said Flat/Unit.

However, in the event of early payment by the Allottee/Purchaser the Developer may at it's own discretion give a discount of % on such early payment of instalment to the Allottee/Purchaser.

- (vii) 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 more fully and particularly described in the **Fourth, Fifth & Sixth Schedule** written hereunder. Provided However, the Developer may make such minor additions or alterations as may be required by the Allottee/Purchaser, or such minor changes or alterations as per the provisions of the Act.

- (viii) The Developer shall confirm the final carpet area that has been allotted to the Allottee/Purchaser after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Developer. If there is any reduction in the carpet area within the defined limit then Developer shall refund the excess money paid by Allottee/Purchaser within forty-five days with annual interest at the rate specified in the Rules, from the date when such accessed amount was paid by the Allottee/Purchaser. If there is any increase in the carpet area allotted to Allottee/Purchaser, the Developer shall demand the additional amount from the Allottee/Purchaser over and above the amount payable as mentioned in the **NINTH SCHEDULE** hereunder written. All these monetary adjustments shall be made at the same rate per square feet as agreed by and between the parties herein.

- (ix) The Allottee/Purchaser shall have exclusive ownership of the Flat/Unit more fully and particularly described and mentioned in the **Third Schedule** written hereunder;
- (x) The Allottee/Purchaser shall also have an undivided proportionate share in the Common Areas. Since the share/interest of Allottee/Purchaser in the Common Areas is undivided and cannot be divided or separated, the Allottee/Purchaser shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottee/Purchaser to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the Developer shall convey undivided proportionate title in the common areas to the association of Allottee/Purchasers as provided in the Act;
- (xi) That the computation of the price of the [Flat/Unit] includes recovery of price of land, construction of [not only the Flat/Unit but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and firefighting equipment in the common areas etc. and includes cost for providing all other facilities as provided within the Project.
- (xii) The Developer agrees and the Allottee/Purchaser accepts that the [Flat/Unit] along with ___garage/closed parking more fully and particularly described hereunder in **PART-I** and **PART-II** of the **THIRD SCHEDULE** hereunder written shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee/Purchaser. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottee/Purchasers of the Project more fully and particularly mentioned and described in the **FOURTH SCHEDULE** hereunder written.

- (xiii) The Developer agrees to pay all outgoings before transferring the physical possession of the Flat/Unit to the Allottee/Purchasers, which it has collected from the Allottee/Purchasers, 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 it from the Allottee/Purchasers or any liability, mortgage loan and interest thereon before transferring the Flat/Unit to the Allottee/Purchasers, the Developer agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.
- (xiv) The Allottee/Purchaser has paid a sum of Rs. -----, (Rupees _____ only) as booking amount being part payment towards the Total Price of the said Flat/Unit at the time of application. The receipt of which the Developer hereby acknowledges and the Allottee/Purchaser hereby agrees to pay the remaining price of the [Flat/Unit] as prescribed in the Payment Plan as may be demanded by the Developer within the time and in the manner specified therein:

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

2. MODE OF PAYMENT

- i. The Developer shall take sincerest efforts to times abide by the time schedule for completion of the construction of the said project as mention in this agreement and Allottee/Purchaser shall make over all payments upon demand and intimation made by the Developer within the stipulated time of 30 days and/or specifically mention in

letter of demand by the Developer through account payee cheque/demand draft and/or online transfer in favour of the Developer.

- ii. The Allottee/Purchaser shall make over all payments to the Developer upon demand made by the Developer in writing from time to time as per the terms agreed upon by and between the parties more fully and particularly mentioned in the **NINTH SCHEDULE** hereunder written.
- iii. The Allottee/Purchaser shall make over all payments by way of cheque/Demand Draft and/or Online payment to the Developer in the account mentioned by the Developer.

HOWEVER, any other statutory payment and/or increased cost towards extra work or otherwise if required to be paid by the Allottee/Purchaser, the same shall be paid by the Allottee/Purchaser directly and/or in the mode as requested by the concerned person.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES

The Allottee/Purchaser, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made there under or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Developer with such permission, approvals which would enable the Developer to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee/Purchaser understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

The Developer accepts no responsibility in this regard. The Allottee/Purchaser shall keep the Developer fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee/Purchaser subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee/Purchaser 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 thirdparty making payment/remittances on behalf of any Allottee/Purchaser and such third party shall not have any right in the application/allotment of the said Flat/Unit applied for herein in anyway and the Developer shall be issuing the payment receipts in favour of the Allottee/Purchaser only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS

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

However all payments shall be made by the Allottee/Purchaser to the Developer in accordance with the **SEVENTH and NINTH SCHEDULE** written hereunder.

5. TIME IS ESSENCE

Time shall at all material times be the essence of this Agreement with regard to the obligations to be performed by the Developer and the Allottee/Purchaser, respectively, in terms of this agreement.

HOWEVER, the Developer upon completion of the said project and handing over possession of the said Flat in favour of the Allottees/Purchasers and handing over the common areas in favour of the association of the Allottees/Purchasers shall provide with all certificates and permissions including occupancy certificate as may be required to the association of the Allottees/Purchasers.

PROVIDED HOWEVER, the Allottees/Purchasers shall also make payments due and payable in terms of this agreement more fully and particularly mentioned in the **SEVENTH** and **NINTH SCHEDULE** hereunder written.

6. CONSTRUCTION OF THE PROJECT/FLAT/UNIT

The Allottee/Purchaser has seen the specifications of the Flat/Unit more fully and particularly mentioned and described in the **FOURTH, FIFTH** and **SIXTH SCHEDULE** written hereunder and upon satisfaction accepted the specifications mentioned therein and further agreed to make payments in terms of the Payment Terms mentioned in the **NINTH SCHEDULE** written hereunder. The Developer shall develop the Project in accordance with the said layout plans, floor plans and specifications. In terms of 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 applicable law in force and shall not have an option to make any variation /alteration /modification in such plans, other than in the manner provided under the Act, and breach of these terms by the Developer shall constitute a material breach of this Agreement.

7. POSSESSION OF THE FLAT/UNIT

Schedule for possession of the said [Flat/Unit]: The Developer agrees and understands that timely delivery of possession of the [Flat/Unit] is the essence of the Agreement. The Developer, based on the approved plans and specifications, assures to hand over possession of the [Flat/Unit] on, ----- unless the delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee/Purchaser agrees that the Developer shall be entitled to the extension of time for delivery of possession of the [Flat/Unit], provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee/Purchaser agrees 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 Allottee/Purchaser the entire amount received by the Developer from the allotment within 45 days from that date. After refund of the money paid by the Allottee/Purchaser, Allottee/Purchaser agrees that he/ she shall not have any rights, claims etc. against the Developer and that the Developer shall be released and discharged from all its obligations and liabilities under this Agreement.

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

_____ Days of receiving the occupancy certificate* of the Project.

The Allottee/Purchaser before taking possession of the said Flat/Unit shall immediately preceding possession of the said Flat/Unit shall make over the payments and/or charges on demand by the Developer in terms of the Schedule written hereunder without any deduction and/or delay. In the event of any delay or deduction the Developer shall be at liberty to charge interest at the rate of _____ % per annum.

Failure of Allottee/Purchaser to take Possession of [Flat/Unit]:

Upon receiving a written intimation from the Developer, as per the procedure of taking possession written in the preceding clause the Allottee/Purchaser shall take possession of the [Flat/Unit] from the Developer by executing necessary indemnities, undertakings and such other

documentation as prescribed in this Agreement, and the Developer shall give possession of the [Flat/Unit] to the Allottee/Purchaser. In case the Allottee/Purchaser fails to take possession within the time mentioned in the preceding clause for taking possession, such Allottee/Purchaser shall continue to be liable to pay maintenance charges as applicable.

Possession by the Allottee/Purchaser – After obtaining the occupancy certificate* and handing over physical possession of the [Flat/Unit] to the Allottee/Purchasers, it shall be the responsibility of the Developer to hand over the necessary documents and plans, including common areas, to the association of the Allottee/Purchasers or the competent authority, as the case may be, as per the local laws.

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

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

Compensation–

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

Except for occurrence of a Force Majeure event, if the Developer fails to complete or is unable to give possession of the [Flat/Unit] (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Developer shall be liable, on demand to the Allottee/Purchasers, in case the Allottee/Purchaser wishes

to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the [Flat/Unit], with interest at the rate specified in the Rules within 45 days including compensation in the manner as provided under the Act. Provided that where if the Allottee/Purchaser does not intend to withdraw from the Project, the Developer shall pay the Allottee/Purchaser interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the [Flat/Unit].

8. REPRESENTATIONS AND WARRANTIES OF THE OWNERS/DEVELOPER

The Owners/Developer hereby represents and warrants to the Allottee/Purchaser as follows:

- (i) The Owners/Developer has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Owners/Developer has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project;
- (iv) There are no litigations pending before any Court of law with respect to the said Land, Project or the [Flat/Unit];
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and [Flat/Unit] are valid and subsisting and have been obtained by following due process of law. Further, the Owners/Developer has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and [Flat/Unit] and common areas;
- (vi) The Owners/Developer has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/Purchaser created herein, may

- prejudicially be affected;
- (vii) The Owners/Developer has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the said Land, including the Project and the said [Flat/Unit] which will, in any manner, affect the rights of Allottee/Purchaser under this Agreement;
 - (viii) The Developer confirms that the Developer is not restricted in any manner whatsoever from selling the said [Flat/Unit] to the Allottee/Purchaser in the manner contemplated in this Agreement from the Developer's Share of Allocation by virtue of the Development Agreement dated 6th May, 2023;
 - (ix) At the time of execution of the conveyance deed the Owners/Developer shall handover lawful, vacant, peaceful, physical possession of the [Flat/Unit] to the Allottee/Purchaser and the common areas to the Association of the Allottee/Purchasers;
 - (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 Owners/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;
 - (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 the Developer in respect of the said Land and/or the Project;
 - (xiii) That the property is not Waqf property.

9. EVENTS OF DEFAULTS AND CONSEQUENCES

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

- i. Developer fails to provide ready to move in possession of the [Flat/unit] to the Allottee/Purchaser within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the Flat/Unit shall be in a habitable condition which is complete in all respects;
- ii. Discontinuance of the Developer's business as a developer on account of suspension or revocation of this registration under the provisions of the Act or the rules or regulations made hereunder.

In case of Default by Developer under the conditions listed above, Allottee/Purchaser is entitled to the following:

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

Provided that where an Allottee/Purchaser does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the Developer, interest at the rate specified in the Rules, for every month of delay till the handing over of the possession of the [Flat/unit].

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

- (i) In case the Allottee/Purchaser fails to make payments for consecutive demands made by the Developer as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottee/Purchaser shall be liable to pay interest to the Developer on the unpaid amount at the rate specified in the Rules.
- (ii) In case of Default by Allottee/Purchaser under the condition listed above continues for a period beyond consecutive months after notice from the Developer in this regard, the Developer shall cancel the allotment of the [Flat/unit] in favour of the Allottee/Purchaser and refund the amount money paid to him by the Allottee/Purchaser by deducting the booking amount and the interest liabilities and this Agreement shall there upon stand terminated.

10. CONVEYANCE OF THE SAID FLAT/UNIT

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

The Purchaser/Allottee further agrees to bear and pay all cost charges and expenses including professional charges of the Advocate/Solicitors of the Owners/Developer having mandate for the said project more fully and particularly described and mentioned in **SEVENTH SCHEDULE** written hereunder.

11. MAINTENANCE OF THE SAID BUILDING/FLAT/UNIT/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 the Allottee/Purchasers. The cost of such maintenance has been included in the Total Price of the [Flat/unit].

12. DEFECT LIABILITY

It is agreed that in case of any structural defect or any other defect in workmanship, quality or services or any other obligations more fully and particularly described and mentioned in **FOURTH and SIXTH SCHEDULE** written hereunder within a period of 5 (five) years by the Allottee/Purchaser from the date of handing over of possession, it shall be the duty of the Developer to rectify such defects without further charge, within a stipulated time, and in the event of Developer's failure to rectify such defects within such time stipulated time, the aggrieved Allottee/Purchasers shall be entitled to receive appropriate compensation in the manner as provided under the Act.

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

The Allottee/Purchaser hereby agrees to purchase the [Flat/unit] on the specific understanding that is/her right to the use of Common Areas morefully and particularly described and mentioned in **FIFTH SCHEDULE** written hereunder subject to timely payment of total maintenance charges morefully and particularly described and mentioned in the **SEVENTH SCHEDULE** written hereunder, the Allottee/Purchasers shall not be entitled to the rights and enjoyment of such common areas.

14. RIGHT TO ENTER THE FLAT/UNIT FOR REPAIRS

The Developer/maintenance agency/association of Allottee/Purchasers shall have rights of unrestricted access of all Common Areas, garages/closed parking's and parking spaces for providing necessary maintenance services and the Allottee/Purchaser agrees to permit the association of Allottee/Purchasers and/or maintenance agency to enter

into the [Flat/unit] or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

15. USAGE

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

16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

Subject to Clause 12 above, the Allottee/Purchaser shall, after taking possession shall be solely responsible to maintain the [Flat/unit] at his/her own cost, in good habitable condition and shall not do anything nor to the Building, or the [Flat/unit], or the staircases, lifts, common passages, corridors, circulation areas more fully and particularly described and mentioned in the **THIRD** and **FIFTH SCHEDULE** written hereunder. The Allottee/Purchaser further undertakes, assures and guarantees that he/she would not put any sign-board/name-plate, neon light, publicity material or advertisement material etc. on the face/facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottee/Purchasers shall also not change the colour scheme of the outer wall or repainting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee/Purchaser shall not store any hazardous or combustible goods in the [Flat/unit] or place any heavy material in the common passages or staircase of the Building. The Allottee/Purchaser shall also not remove any wall, including the outer and load bearing wall of the [Flat/unit]. The Allottee/Purchaser shall plan and distribute its

electrical load in conformity with the electrical systems installed by the Developer and thereafter the association of Allottee/Purchasers and/or maintenance agency appointed by association of Allottee/Purchasers. The Allottee/Purchaser 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 ALLOTTEE/PURCHASER

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

18. ADDITIONAL CONSTRUCTIONS

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

19. DEVELOPER SHALL NOT MORTGAGE OR CREATE CHARGE

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

20. APARTMENT OWNERSHIP ACT

The Developer has assured the Allottee/Purchasers 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

This Agreement shall not be binding on the Developer and the Allottee/Purchaser unless the Allottee/Purchaser affixed its signature and make over all payments due as mentioned in the **SEVENTH** and **NINTH SCHEDULE** hereunder written within 30 days from the date of receipt of the documents and the Allottee/Purchaser upon intimation in writing from the Developer attains the place specified therein for the purpose of registration and execution of this document.

In the event the Allottee/Purchaser fails to attend upon intimation by the Developer to execute and register this Agreement the Developer shall issue a notice to the Allottee/Purchaser to execute and register the same within 30 days failing which application of the Allottee/Purchaser shall be treated as cancel and all amounts and deposits received by the developer including the booking amount shall be returned to the Allottee/Purchaser without any interest or compensation whatsoever.

However, making over of a draft copy of the said agreement for mere perusal to any intending Allottee/Purchaser shall not be deemed to be having any binding effect on the Developer.

Further, however, if any Allottee/Purchaser upon payment of any advance of booking amount fails to execute this agreement within the stipulated time mentioned by the Developer, the Developer at its own discretion may cancel the agreement and refund such amount to the Allottee/Purchaser without any interest and/or compensation.

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 with regard to the Flat No. ----- along with car parking space No. -----

23. RIGHT TO AMEND

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

24. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/PURCHASER/SUBSEQUENT ALLOTTEE/PURCHASERS

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottee/Purchasers in case of a transfer, as the said obligations shall be binding and enforceable on the subsequent Allottee/Purchaser for all intents and purposes.

25. WAIVER NOT A LIMITATION TO ENFORCE

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

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

26. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case maybe, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement and shall continue to be in force unless this agreement is determined and/or cancelled in similar manner.

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

Wherever in this Agreement it is stipulated that the Allottee/Purchaser has to make any payment, in common with other Allottee/Purchaser(s) in Project, the same shall be the proportion to the carpet area of the said Flat/Unit.

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

This Agreement shall be executed by the Developer on behalf of itself and the Owners by virtue of the Power of Attorney granted in favour of the Developer at the place so desired by the Developer and registered in the Office of the concerned ARA/DSR/ADSR having jurisdiction through the Developer's Solicitors, M/s. T.C. Ray & Co. having mandate for the said project solely.

30. NOTICES

That all notices to be served on the Allottee/Purchaser and the Developer as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/Purchaser or the Developer by Registered Post at their respective address specified hereinbelow:

_____NameofAllottee/Purchaser

_____ (AllAllottee/Purchaser Address)

M/s. PANCHMUKHI PROMOTERS PVT. LTD.

New Town Square, Suite No. 6C2, 6th Floor, "SPENCER BUILDING", Chinnar Park, P.S. Baguihati, P.O. Bablatala, Kolkata-700 136

It shall be the duty of the Allottee/Purchaser and the Developer to inform in writing 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 Allottee/Purchaser, as the case may be and the same shall be treated to be good and proper service.

31. JOINT ALLOTTEE/PURCHASERS

That in case there are Joint Allottee/Purchasers all communications shall be sent by the Developer through Speed Post to the Allottee/Purchaser whose name appears first at the address given by him/her which shall for all intents and purposes be considered to be good and proper service upon the Allottee/Purchasers on receipt of the Acknowledgement by the Developer for the said communication.

32. GOVERNING LAW

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

33. DISPUTE RESOLUTION

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

In the event, such mediation through the adjudication officer appointed under the Act does not materialize or resolve the disputes within the prescribed period from the date of its inception, it shall be referred for adjudication through an Arbitration in terms of the provision contained under the Arbitration and Conciliation Act, 1996 as may be amended from time to time including the Rules framed thereunder. For the purpose of Adjudication of such disputes the parties hereto agree to appoint Sri _____ as the Sole Arbitrator and in the event the Sole Arbitrator declines to act as such Arbitrator, either of the parties shall be entitled to nominate its Arbitrator and nominated Arbitrators so appointed by the parties herein shall appoint a Third Arbitrator to constitute the Arbitral

Tribunal and the venue of such Arbitration shall be at Kolkata and official language be in English.

The Arbitrator and/or The Arbitral Tribunal as the case may be shall be entitled to make and publish an award and/or shall also be entitled to pass an interim award as the case may be which shall be binding and/or conclusive upon the parties.

Only the Courts having territorial jurisdiction over the premises and/or having pecuniary jurisdiction in terms of the quantum of claim shall have exclusive jurisdiction in all matters relating to and/or arising out of this agreement.

FIRST SCHEDULE ABOVE REFERRED TO
(PART-I)

ALL THAT pieces and parcels of land containing by estimation an area of 2 Bighas 4 chittacks equivalent to 67 Decimals be the same a little more or less situate and lying at Mouza-Jagatdal, P.S. & ADSR-Sonarpur and comprised in R.S. Dag Nos. 3102, 3103 and 3104 appertaining to R. S. Khatian Nos. 666 and 684/2 corresponding to L.R. Dag Nos. 3135, 3140 and 3141 under Rajpur Sonarpur Municipality, District- 24, Parganas (South).

(PART-II)

ALL THAT land comprised in L. R. Dag No.3142 appertaining to L. R. Khatian No. 1315/1, L. R. Dag No. 3143 appertaining to L. R. Khatian No. 411 measuring 38.4 satak equivalent to 23 Cottahs 3 Chittacks 31 Sq. ft. more or less under Rajpur-Sonarpur Municipality, P.O. Dakshin Jagadal being Holding No. 47, Dr. B. C. Roy Road, P.S. and ADSR Office-Sonarpur, District-24-Parganas South.

(PART-III)

ALL THAT the land comprised in R.S. Dag No. 3168 appertaining to R. S. Khatian No. 468 to corresponding L.R. Dag No. 3220 appurtenant to L.R. Khatian No. 1642 measuring 15 Cottahs more or less Together With the unfettered and unobstructed right of easement for ingress and egress through 20 sq.ft. wide passage from School Road situate and lying at Mouza-Jagatdal, J.L. No. 71, R.S. No. 233 within Ward No. 25 of Rajpur-Sonarpur Municipality being Holding No. 91, 92 and 93, Dr. B.C. Roy Road, P.S. Sonarpur, 24-Parganas South.

(PART-IV)

ALL THAT and comprised in R. S. Dag No. 3103 appertaining to R.S. Khatian Nos. 666 and 684/2 corresponding to L.R. Dag No. 3140 measuring about 5 Cottahs 14 Chittacks 1 Sq. ft. of "bastu" land out of 26 decimals contained in the said Dag situate and lying at Mouza-JagatdalTouzi Nos. 47, 49, 63, 64 and 68, R. S. No. 233, J.L. No. 1 under Rajpur-Sonarpur Municipality, P.O. Dakshin Jagadal, P.S. and ADSR Office-Sonarpur, District-24-Parganas South.

(PART-V)

ALL THAT piece and parcel of Bastu land situate and lying at Mouza-Jagaddal, P. S. & Sub-Registry office Sonarpur, District- 24 Parganas (South), within Ward No. 25 of Rajpur Sonarpur Municipality and forming part of RS Dag No. 3168 appertaining to RS Khatian No. 468 corresponding to L.R. Dag No. 3220 containing by estimation an area of 3 cottahs 12 chittacks be the same a little more or less.

SECOND SCHEDULE ABOVE REFERRED TO
(SAID PREMISES)

ALL THAT pieces and parcels of land (partly "bastu" and partly "doba" in nature), hereditament and premises situate , lying at Mouza-Jagaddal comprised of Holding No. 47, Dr. B.C. Roy Road, Ward No. 25 (formerly No.23) under Rajpur-Sonarpur Municipality, P.O. Dakshin Jagadal, P.S. and ADSR Office-Sonarpur, District-24-Parganas South and comprised of R. S. Dag No. 3105, corresponding L. R. Dag No. 3143 appertaining to L.R. Khatian No.1315/1 containing an area of 13 Sataks more or less and part of R. S. Dag No.3106 corresponding to L. R. Dag No.3143 appertaining to L.R. Khatian No.411 containing an area of 24.4 satak out of 77 satak more or less aggregating to 38.4 satak equivalent to 23 Cottahs 3 Chittacks 31 Sq.ft. be the same a little more or less and **ALL THAT** pieces and parcels of "bastu" land containing an area of 15 Cottahas more or less Together with one storied brick-built structures standing thereon and/or on part thereof containing a built up area of 1000 Sq.ft. more or less Together Also With the right of easement for ingress and egress through 20 ft. wide passage from School Road and comprised in R.S. Dag No. 3168 corresponding to L.R. Dag No. 3220 appertaining to R. S. Khatian No. 46 and L.R. Khatian No. 1642 being Municipal Holding Nos. 91,92 and 93, Dr. B.C. Roy Road, Ward No. 25 (formerly No.23) under Rajpur-Sonarpur Municipality, P.O. Dakshin

Jagadal, P.S. and ADSR Office-Sonarpur, District-24-Parganas South **ALL THAT** land comprised in R. S. Dag No. 3103 appertaining to R.S.Khatian Nos. 666 and 684/2 measuring about 5 Cottahas 14 Chittacks 1 Sq. ft. of "bastu" land out of 26 decimals contained in the said Dag and **ALL THAT** piece and parcel of "bastu" land comprised in and forming part of R. S. Dag No. 3168 appertaining to R. S. Khatian No. 468 within ward no. 25 of Rajpur Sonarpur Municipality measuring 3 Cottah 12 Chittacks more or less aggregating to 47 Cottahs 3 Chittacks 32 Sq. ft. more or less situate and lying at Mouza-Jagatdal, Touzi Nos. 47, 49, 63, 64 and 68, R. S. No. 233, J.L. No. 1 under Rajpur-Sonarpur Municipality, P.O. Dakshin Jagadal, P.S. and ADSR Office-Sonarpur, District-24-Parganas South And **ALL THAT** the said pieces and parcels of land containing by estimation an aggregate area of 2 Bighas 6 Cottahas 8 Chittacks equivalent to 77 decimals more or less and comprised in R. S, Dag Nos. 3102 and 3103 and 3104 appertaining to R. S. Khatian Nos. 666 and 684/2 TOGETHER WITH the building and/or structure standing thereon or on part thereof being J. L. No. 71, Pargana – Magura, Mouza – Jagatdal, P. S. and Sub-Registry Office – Sonarpur, District – South 24 Parganas, Kolkata-700 151 within Ward No. 25 of Rajpur – Sonarpur Municipality.

THIRD SCHEDULE ABOVE REFERRED TO
(PART-I)
(SAID FLAT)

ALL THAT the Flat being No. ----- on the ---- floor measuring an area of ----- sq. ft. carpet area more or less having ----- sq. ft. of super built area more or less and ----- sq. ft. built up area more or less Together with ----- sq. ft. more or less of Balcony/Terrace Together With one covered car parking space in the ground floor of the said project known as "**PANCHMUKHI PEARLS**" (Previously known as DNP Height Phase II) being ----- Together with undivided proportionate indefeasible corresponding share or interest in the land comprised in the said premises and delineated and shown in the map or plan annexed hereto and thereon enclosed within **RED BORDERS**.

THIRD SCHEDULE ABOVE REFERRED TO
(PART-II)
(CAR PARKING SPACE)

ALL THAT car parking space being No. ----- earmarked for the said Flat/Unit and situate in the ground floor of the Said Premises known as "**PANCHMUKHI PEARLS**" (Previously known as DNP Height Phase II).

FOURTH SCHEDULE ABOVE REFERRED TO

(common parts and facilities)

1. Stair case on all the floors.
2. Stair case landing and passages on all floors
3. Lift Well.
4. Lift with all its accessories.
5. Lift machine room, stair room in the roof.
6. Columns foundations and plinths.
7. Common passage and entrance lobby on the ground floor excepting car parking area and any commercial space.
8. Underground and overhead reservoirs.
9. Water pumps and pipe lines leading to the flats.
10. Generator for common services.
11. All sewer lines from toilets to ground floor and all internal sewer lines, drains and septic tanks.
12. Guards rooms, caretakers rooms, toilets meter room children's play rooms and other rooms and facilities in the ground floor.
13. Boundary wall around the premises.
14. All other amenities that is for common use of all the flat owners.

FIFTH SCHEDULE ABOVE REFERRED TO

(common expenses and deposit)

1. The costs of cleaning and lighting the main entrance passages landing staircases and other part of the said building so enjoyed or use by the purchasers in common as aforesaid and keeping the adjoining side space in good and repaired condition.
2. The costs or the salaries of the officers, clerks, bill collectors, liftmen, security guards, sweepers, caretakers, electricians, plumbers and other service staff.
3. The costs of working and maintenance of lifts, generator, and other light and service charges.
4. Municipal and other taxes and outgoing save those separately assessed on the flat owner or other co-flat owner.

5. Such other expenses as are deemed by the developer or the Association of flat owners to be necessary or incidental for the maintenance and upkeep of the said building and incidental to the ownership and holding of the land and building and the said flat and other flats and portions of the said buildings.
6. Costs of replacement of equipment or facilities such as lifts, generators, tube-well, transformer etc.
7. The fees and disbursements paid to any caretakers/managers/agents if appointed by the developer or association of flat owners in respect of the said building.
8. Such amount as shall be declared and fixed by the developer in its absolute discretion for administration and other like-purposes (common area).
9. Deposits of the super built up area on account of electricity, generator, contingency funds towards maintenance, legal fees, club memberships and all other expenses for common use and benefits.
10. All costs of maintenance operating replacing white-washing painting rebuilding reconstructing decorating re-decorating lighting the common parts and also the outer walls of the building.
11. Costs of appointment of maintenance Company/Association.

SIXTH SCHEDULE ABOVE REFERRED TO :

(particulars and specification for construction and installations)

The quality of the structures as well as the specification, guidelines regarding strength of the building etc. as per Kolkata Municipal Corporation Rules shall be followed by the developer.

1. STRUCTURE R.C.C. frame structure with individual or combined footing foundation as per sanction plan.
2. BRICK WORK All external walls will be of brickwork and all internal wall will be bricks as per specification by the architect.
3. FLOORING All vitrified tile flooring in the living cum dinning, bedrooms and anti skid in toilets and kitchen and balcony.
4. STAIRCASE/LANDING Staircase, landing should be finished by vitrified tile/kota stone and shall have iron designed railings.

5. DOOR FRAM All doors will be come with 'Sal' wood doorframes and phenol bonded flush doors. All main doors will be made of flush door. Main door shall have night latch and the internal doors with handles.
6. WINDOW All windows shall be fitted with anodized aluminum frames (matching with the elevation) and fitted with glass and locks. Grills to be fitted by the cost of buyer as per specification of the Developer from inside.
7. WALL INSIDE Wall shall be covered with what is commonly known as Plaster of Paris/Putty.
8. TOILET WALLS Toilets walls will be covered with ceramic tiles or equivalent make up to the height of 7'.
9. WALL OUTSIDE All external walls are to be plastered by sand and cement.
10. PLUMBING LINE All water lines will be of ISI marked either GI/PVC will be concealed with standard quality fixtures.
11. SANITARY FIXTURES Toilets shall be provided with G.I./PVC pipes, one Western type pan with C.P. fittings and P.V.C. cistern and water tap with shower connected from the overhead tank, fittings in all bathrooms with hot and cold water line (in shower only). White coloured sanitary ware.
12. ELECTRICALS Concealed wiring with best quality copper wiring with one A.C. point (in Master Bedroom only) and general points like lights, fans, three plug points and modern switches in each bed room, (Kitchen/Box store rooms) and also adequate numbers of light, fan and plug points in living/ dinning area.
13. KITCHEN Kitchen platform shall have black granite with stainless sin.
14. POWER SUPPLY Electric connection shall be provided with individual loop arrangements for all flats however all deposit towards service and individual meter shall be shared equally by all the flat owner.
15. LIFT Lift of good makers.
16. INTERCOM Intercom facility in each flat.
17. CAR WASHING Car washing facility with the car park by way of adequate number of taps for the whole car parking area.

18. PUMP 2(TWO) Pumps (one meant as standby) with automatic pump switch.
19. GENERATOR Generator facility for the common areas of the building.
20. AUTOMATIC ELECTRONIC Automatic Electronic tripping device to avoid overload separate with the flat.
21. ROOF The roof to be coated with water proofing compound and roof tiles/net cement. A covered space on the lift machine room on the roof shall also be created for storage, etc.
22. WALLS/RAILINGS All walls, railings of the common area and the main gate/s. etc. will also be painted with suitable acrylic paint for the walls and other suitable quality metal paint for railings, etc.

SEVENTH SCHEDULE ABOVE REFERRED TO
(Additional Payments and/or deposits)

A. ADDITIONAL CHARGES:

1. Transformer charges @ Rs. 100/- per sq. ft. + 18% GST (payable to Developer)
2. Generator charges @ Rs. 25/- per sq. ft. + 18% GST (payable to Developer)
3. Club, swimming pool and games @ Rs.100/- per sq ft(for Block D) and Rs.50/- per sq ft(for Block C) + 18% GST payable to Developer.

B. DEPOSIT:

1. Sinking fund @ Rs. 25/- per sq. ft. (Payable to Developer)
2. Maintenance @ Rs. 24/ per sq. ft. per annum (advance deposit for 12 months) payable to Developer.

C. MISCELLANEOUS CHARGES:

1. Legal Charges @ Rs. 25,000/- per flat (Payable to T. C. Ray & Co., 50% at the time of execution and registration of the agreement and 50% at the time of execution and registration of the conveyance).

2. Miscellaneous Charges @ Rs. 20,000/- per flat towards incidental charges for the purpose of execution and registration of necessary documents. (Payable to T. C. Ray & Co., 50% at the time of execution and registration of the agreement and 50% at the time of execution and registration of the conveyance). Commission charges extra.
3. Mutation charges @ Rs. 20,000/- per flat (payable to Developer)
4. Society formation charges @ Rs. 5000/- per flat (payable to Developer).
5. Separate electric meter charges @ Rs. 20,000/- per flat (on actual basis)

EIGHTH SCHEDULE ABOVE REFERRED TO
(STIPULATIONS)

1. **Right of Common Passage on Common Portions :** The right of common passage, user and movement in all Common Portions.
2. **Right of Passage of Utilities :** The right of passage of utilities including connection for telephones, televisions, pipes, cables etc. through each and every part of the Said Building/Said Complex/Said Premises including the other Flats/spaces and the Common Portions.
3. **Right of Support and Protection :** Right of support, shelter and protection of each portion of the said Building/Said Premises by other and/or others thereof.
4. **Right over Common Portions :** The absolute, unfettered and unencumbered right over the Common Portions **subject to** the terms and conditions herein contained.
5. **Right of Entry :** The right, with or without workmen and necessary materials, to enter upon the Said Building, including the Said Flat And Appurtenances or any other Flat for the purpose of repairing any of the Common Portions or any appurtenances to any Flat and/or anything comprised in any Flat, in so far as the same cannot be carried out without such entry and in all such cases, excepting emergency, upon giving 48 (forty-eight) hours prior notice in writing to the persons affected thereby.
6. **Access to Common Roof :** Right of access to the Common Roof.

NINTH SCHEDULE ABOVE REFERRED TO
(Break up of Consideration)

G+12 (BLOCK- D)

1.	BOOKING-	10%
2.	AGREEMENT-	10%
3.	FIRST SLAB-	10%
4.	FOURTH SLAB-	10%
5.	SEVENTH SLAB-	10%
6.	TENTH SLAB-	10%
7.	THIRTEENTH SLAB-	10%
8.	BRICK WALL-	10%
9.	INSIDE PLASTER-	10%
10.	POSSESSION-	10%

G+4 (BLOCK- C)

1.	BOOKING-	10%
2.	AGREEMENT-	10%
3.	FIRST SLAB-	10%
4.	SECOND SLAB-	10%
5.	THIRD SLAB-	10%
6.	FOURTH SLAB-	10%
7.	FIFTH SLAB-	10%
8.	BRICK WALL-	10%
9.	INSIDE PLASTER-	10%
10.	POSSESSION-	10%

IN WITNESS WHEREOF the parties hereto set and subscribed their respective hands and seals on the ---- day of-----2023.

SIGNED SEALED AND DELIVERED by
Owners at Kolkata in the presence of :

SIGNED SEALED AND DELIVERED by
Developer at Kolkata in the presence of:

SIGNED SEALED AND DELIVERED by the
PURCHASER at Kolkata in the presence of :

RECEIVED on this day from the
within-named Purchaser Rs.
----- (Rupees -----)
being the withinmentioned Consideration
in the manner specified hereunder : Rs.

MEMO OF CONSIDERATION

WITNESSES

DATED THE ----- DAY OF JULY, 2023

B E T W E E N

ASOK KUMAR BHATTACHARYA & ORS.

A N D

PANCHMUKHI DEVELOPERS PVT. LTD.
A N D

AGREEMENT FOR SALE

T. C. RAY & CO.
Solicitors & Advocates
6, Old Post Office Street
Kolkata