

SHRI TAPAS KUMAR DATTA[PAN AGCPD9786G][AADHAAR 5923 6384 8353], son of Late Dr.ChittaranjanDatta by faith - Hindu, by Nationality - Indian, by Occupation - Self-employed (Chartered Accountant), residing at 230, Block "B", Bangur Avenue, P.O. - Bangur Avenue, P.S. Lake Town, Kolkata - 700055, District North 24 Parganas, West Bengal, hereinafter called and referred to as the "**LANDOWNER/VENDOR**" (which terms and expressions shall unless excluded by or repugnant to the context or subject be deemed to mean and include his legal heirs, executors, administrators, representatives and assigns) of the **FIRST PART**.

The landowner/vendor herein are represented by his constituted Power of attorney **M/S. GOKUL REALCON[PAN AAYFG6346B]**, a Partnership firm having its principal place of business at 18, Bidyut Chakra Pathagar Road, P.O. Ghughudanga, P.S. Dum Dum at present Nagerbazar, Kolkata - 700030, District North 24-Parganas, West Bengal, being represented by its partners namely **(1) M/S. RUDANI & RUDANI PVT LTD [CIN U52100WB2011PTC167212] [PAN AAECB6741Q]**, having its registered Office at 44/N/2, K.B. Sarani, P.S. Dum Dum, P.O. Dum Dum, Kolkata - 700080, West Bengal, represented by its Director namely **SRI NITIN RUDANI [PAN AMIPR3834M] [AADHAAR 3263 1162 1937]**, son of ShriManoharLalRudani, by faith Hindu, by Nationality Indian, by occupation Business, residing at GokulNiwas, 246/8, Rishi Bankim Chandra Road, P.S. & P.O. Dum Dum, Kolkata - 700028, District North 24 Parganas, West Bengal, **(2) MR. YASH PATEL[PAN EBHPP6267C] [AADHAAR 2725 2473 6033]**, son of Shri Bharat Kumar Patel, by faith - Hindu, by Nationality - Indian, by Occupation - Business, residing at 149/13, J.N. Mukherjee Road, Salkia, Howrah Corporation, Salkia, Pin - 711106, District Howrah, **(3) SRI BHASKAR CHANDA [PAN AFWPC0814P] [AADHAAR 4586 4036 8971]**, son of Late Binoy Kr. Chanda, by faith Hindu, by Nationality Indian, by occupation Business, residing at 18, Bidyut Chakra Pathagar Road, PurbaSinthee, P.O. Ghughudanga, P.S. Dum Dum at present Nagerbazar, Kolkata-700030, District North 24-Parganas, West Bengal, **(4)SRI RAJA DAS [PAN AHRPD8115D] [AADHAAR 6127 3349**

8025], son of Sri Ajit Das, by faith Hindu, by Nationality Indian, by occupation Business, now residing at 147, PurbaSinthee Bye Lane, Post office Ghughudanga, P.S.-Dum Dum, at present Nagerbazar, Kolkata-700030, District North 24 Parganas, West Bengal, **(5) SRI NITIN RUDANI [PAN AMIPR3834M] [AADHAAR 3263 1162 1937]**, son of M.L Rudani, by faith Hindu, by Nationality Indian, by occupation Business, residing at GokulNiwas, 246/8, Rishi Bankim Chandra Road, P.S. & P.O. Dum Dum, Kolkata - 700028, District North 24 Parganas, West Bengal and **(6) SHRI GOKUL RUDANI[PAN ASOPR8698H] [AADHAAR 5803 4502 0706]**, son of ShriManoharLalRudani, by faith - Hindu, by Nationality - Indian, by Occupation - Business, residing at 246/8, Rishi Bankim Chandra Road, P.O. & P.S. Dum Dum, Kolkata - 700028, District North 24-Parganas, West Bengal, by a registered General Power of Attorney executed on 30.11.2022 registered at Additional District Sub Registrar Bidhannagar Salt Lake City and recorded in Book No. I, Volume No. 1504-2022, Pages from 201520 to 201546, Being No.150404939, for the year 2022.The partner Nos 2,3,4 and 5 are the only signatory authority for and on behalf of the firm according to the terms and conditions of the partnership Deed.

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M/S. GOKUL REALCON[PAN AAYFG6346B], a Partnership firm having its principal place of business at 18, Bidyut Chakra Pathagar Road, P.O. Ghughudanga, P.S. Dum Dum at present Nagerbazar, Kolkata – 700030, District North 24-Parganas, West Bengal, being represented by its partners namely **(1) M/S. RUDANI & RUDANI PVT LTD [CIN U52100WB2011PTC167212] [PAN AAECB6741Q]**, having its registered Office at 44/N/2, K.B. Sarani, P.S. Dum Dum, P.O. Dum Dum, Kolkata - 700080, West Bengal, represented by its Director namely **SRI NITIN RUDANI [PAN AMIPR3834M] [AADHAAR 3263 1162 1937]**, son of ShriManoharLalRudani, by faith Hindu, by Nationality Indian, by occupation Business, residing at GokulNiwas, 246/8, Rishi Bankim Chandra Road, P.S. & P.O. Dum Dum, Kolkata - 700028, District North 24 Parganas, West Bengal, **(2) MR. YASH PATEL[PAN EBHPP6267C]**

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1..... [PAN] [ADDHAAR], son of, by faith-Hindu, by Nationality Indian, by Occupation-....., residing at, P.O..... P.S....., Kolkata -, District

Developer/Promoter regarding the said land on which Project is to be constructed have been under construction ;

E. The South Dum Dum Municipality has granted the commencement certificate to develop the Project vide approval by _____;

F. The Developer/Promoter has obtained the final lay out plan approvals for the project from the South Dum Dum Municipality vide building sanction plan serial No, dated on / /2023; 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 West Bengal Real Estate Regulatory Authority at
No.....

H. The Allottee had applied for an apartment in the Project vide application no. _____ dated _____ and has been allotted apartment no. _____ having **carpet area** of _____ square feet, type _____, on _____ floor in [tower/block/building] no. ("Building") along with garage/closed parking no. _____ admeasuring _____ square feet in the _____ [Please insert the location of the garage/closed parking], as permissible under the applicable law and of pro rata share in the common areas ("Common Areas") as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the "Apartment" more particularly described in Schedule "B" and the floor plan of the apartment is annexed hereto and marked with RED Border);

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

J. The Allottees have independently examined and verified or caused to be examined and verified, inter alia, the following and have fully satisfied themselves about the same:

- 1.1. The Title of the Developer in respect of the Premises along with Development Agreement as well as the Development Power of Attorney (if any);
- 1.2. The Sanctioned Plans of the Buildings and further revised Sanctioned Plan if any;
- 1.3. The Carpet Area of the Said Apartment;
- 1.4. The Specifications and common Portions of the Project;
- 1.5. The respective rights interest and entitlements of the Developer and the Allottees under this Agreement for Sale.

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

L. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

M. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Developer/Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the [Apartment/ Plot] and the garage/closed parking (if applicable) as specified in paragraph H;

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

1. TERMS :

Subject to the terms and conditions as detailed in this Agreement, the Developer/Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the [Apartment/Plot] as specified in paragraph H; The Total Price for the [Apartment/Plot] based on the carpet area of Sq. Ft., excluding (balcony area having carpet area.....Sq. Ft.), is Rs. _____ (Rupees _____ only ("Total Price") (Give break up and description):

Block / Building / Tower no. _____	Rate of Apartment per square feet*
Apartment no. _____	
Type _____	
Floor _____	

*Provide break up of the amounts such as cost of apartment, proportionate cost of common areas, preferential location charges, taxes etc.

[AND] [if/as applicable]

Garage/Closed Parking – 1	Price for 1
Garage/Closed Parking – 2	Price for 2

[OR]

Plot No. _____	Rate of Plot per square feet
Type _____	

Explanation :

- i. The Total Price above includes the booking amount paid by the allottee to the Promoter towards the [Apartment/ Plot];
- ii. The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of 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 the construction of the Project payable by the Promoter) up to the 7 date of handing over the possession of the [Apartment/Plot]: Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the allottee to the promoter shall be increased/reduced based on such change / modification;
- iii. The Promoter shall periodically intimate to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/ notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
- iv. The Total Price of [Apartment/Plot] includes: 1) pro rata share in the Common Areas; and 2) _____ garage(s)/closed parking(s) as provided in the Agreement.

The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand

letter being issued to the Allottee, which shall only be applicable on subsequent payments.

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

The Developer/Promoter may allow, in its sole discretion, a rebate for early payments of instalments payable by the Allottee by discounting such early payments @ _____ % per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/ withdrawal, once granted to an Allottee by the Promoter.

It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Allottee. Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.[Applicable in case of an apartment] The Promoter shall confirm the final carpet area that has been allotted to the Allottee 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 Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand that from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this Agreement.

Subject to Clause 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the [Apartment/ Plot] as mentioned below:

- i. The Allottee shall have exclusive ownership of the [Apartment/Plot];
- ii. The Allottee shall also have undivided proportionate share in the Common Areas. Since the share / interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee 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 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 promoter shall convey undivided proportionate title in the common areas to the association of allottees as provided in the Act;
- iii. That the computation of the price of the [Apartment/Plot] includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and fire fighting equipment in the common areas etc. and includes cost for providing all other facilities as provided within the Project.

It is made clear by the Developer and the Allottee agrees 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. It is clarified that project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the project.

It is understood by the Allottee that all other areas and i.e. areas and facilities falling outside the Project, namely '.....'; shall not form

a part of the declaration to be filed with the Competent Authority in accordance with the West Bengal Apartment Ownership Act, 1972.

The Developer agrees to pay all outgoings before transferring the physical possession of the apartment to the Allottee, which it has collected from the Allottee, for the payment of outgoings (including land cost, ground rent, panchayat 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 or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottees, 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 therefore by such authority or person.

The Allottee has paid a sum of Rs _____ ,
(Rupees _____ only) as booking amount being part payment towards the Total Price of the [Apartment/Plot] at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the [Apartment/Plot] as prescribed in the Payment Plan as may be demanded by the Promoter within the time and in the manner specified therein:

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

2. MODE OF PAYMENT: Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on demand by the Promoter, within the stipulated time as

mentioned in the Payment Plan through A/c Payee cheque/demand draft or online payment (as applicable) in favour of ' Developer ' payable at office.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES: The Allottee, 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 thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter 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 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/Promoter accepts no responsibility in this regard. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Developer/Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:The Allottee authorizes the Promoter 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 Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

5. TIME IS ESSENCE: Time is of essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the [Apartment/Plot] to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate* or the 11 completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in Schedule C ("Payment Plan").

6. CONSTRUCTION OF THE PROJECT/ APARTMENT:The Allottee has seen the specifications of the [Apartment/Plot] and accepted the Payment Plan, floor plans, layout plans [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the and shall not have an option to make any variation /alteration /modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE APARTMENT/PLOT:Schedule for possession of the said [Apartment/Plot] : The Promoter agrees and understands that

timely delivery of possession of the [Apartment/Plot] is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the [Apartment/Plot] on or within October 2025, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the [Apartment/Plot], provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 days from that date. After refund of the money paid by the Allottee, Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

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

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

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

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

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

Compensation – The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for 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 promoter fails to complete or is unable to give possession of the [Apartment/Plot] (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 Promoter shall be liable, on demand to the allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the [Apartment/Plot], 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 does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the [Apartment/Plot].

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

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

- i. The [Developer/Promoter] has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- ii. The Developer/Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- iii. There are no encumbrances upon the said Land or the Project; [in case there are any encumbrances on the land provide details of such encumbrances including any rights, title, interest and name of party in or over such land].
- iv. There are no litigations pending before any Court of law with respect to the said Land, Project or the [Apartment/Plot];
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and [Apartment/Plot] are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in

compliance with all applicable laws in relation to the Project, said Land, Building and [Apartment/Plot] and common areas;

- vi. The Developer/Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- vii. The Developer/Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the 14 Project and the said [Apartment/Plot] which will, in any manner, affect the rights of Allottee under this Agreement;
- viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [Apartment/Plot] to the Allottee in the manner contemplated in this Agreement;
- ix. At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the [Apartment/Plot] to the Allottee and the common areas to the Association of the Allottees;
- 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 Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;

- xii. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter 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 Promoter shall be considered under a condition of Default, in the following events:

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

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

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

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

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

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

10. CONVEYANCE OF THE SAID APARTMENT: The Promoter, on receipt of complete amount of the Price of the [Apartment/Plot] under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the [Apartment/Plot] 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 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 authorizes the Promoter 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 Promoter is made by the Allottee. The Allottee shall be

solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/ penalties imposed by the competent authority(ies).

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

Maintenance Deposit cost to be paid per month per Sq. ft @ Rs.____/- from the date of possession for 24months out of which **12 months** deposits amount is adjustable and another **12 months** deposited amount shall remain as security money which shall be refunded by the Developer after hand over the project by the Developer to the Owners Association / Syndicate/ Maintenance committee after adjusting there from all dues if there would be any on account of such purposes which will bear no interest and will be adjusted to the credit of or refunded to the purchaser on the determination of agreement, if so by any reason whatsoever.

12. DEFECT LIABILITY: It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

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

CHARGES: The Allottees hereby agrees to purchase the [Apartment/Plot] on the specific understanding that is/her right to the use of Common Areas shall be subject to timely payment of total

maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the association of allottees (or the maintenance agency appointed by it) and performance by the Allottee of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of allottees from time to time.

14. RIGHT TO ENTER THE APARTMENT FOR REPAIRS: The Promoter / maintenance agency /association of allottees shall have rights of unrestricted access of all Common Areas, garages/closed parking's and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of allottees and/or maintenance agency to enter into the [Apartment/Plot] 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 17 set rooms, 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 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 allottees formed by the Allottees for rendering maintenance services.

16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the [Apartment/Plot] at his/her own cost, in good repair and condition and shall not do or suffer to be done

anything in or to the Building, or the [Apartment/Plot], or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the [Apartment/Plot] and keep the [Apartment/Plot], its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized. The Allottee 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 Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the [Apartment/Plot] or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the [Apartment/Plot]. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of allottees and/or maintenance agency appointed by association of allottees. The Allottee 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 :

The Allottee is entering into this Agreement for the allotment of a [Apartment/Plot] with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular. That the Allottee 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 [Apartment/Plot], all the

requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the [Apartment/Plot]/ at his/ her own cost.

18. ADDITIONAL CONSTRUCTIONS:

The Promoter 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. PROMOTER SHALL NOT MORTGAGE OR CREATE CHARGE :

After the Promoter executes this Agreement he shall not mortgage or create a charge on the [Apartment/Plot/ 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 who has taken or agreed to take such [Apartment/ Plot/ Building].

20. APARTMENT OWNERSHIP ACT:The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the West Bengal Apartment Ownership Act,1972. The Promoter showing compliance of various laws/regulations as applicable in the State of West Bengal.

21. BINDING EFFECT: Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Registrar/Sub-Registrar/ registrar of Assurance for its registration as and when

intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30(thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

22. ENTIRE AGREEMENT : This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/ plot/building, as the case may be.

23. RIGHT TO AMEND: This Agreement may only be amended through written consent of the Parties.

24. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE / SUBSEQUENT ALLOTTEES: It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottees of the [Apartment/Plot], in case of a transfer, as the said obligations go along with the [Apartment/Plot] for all intents and purposes.

25. WAIVER NOT A LIMITATION TO ENFORCE: The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee 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 that exercise of discretion by the Promoter in the case of one

Allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottees. Failure on the part of the Promoter 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 may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement. 20

27. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be the proportion which the carpet area of the [Apartment/Plot] bears to the total carpet area of all the [Apartments/Plots] in the Project.

28. FURTHER ASSURANCES:Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

29. PLACE OF EXECUTION: The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in _____ after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at _____.

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

_____ Name of Allottee
 _____ (Allottee Address)
 M/s _____ Promoter Name
 _____ (Promoter Address)

It shall be the duty of the Allottee and the promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Allottee, as the case may be.

31. JOINT ALLOTTEES: That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.

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. [Please insert any other terms and conditions as per the contractual understanding between the parties, however, please ensure that such additional terms and conditions are not in derogation of or inconsistent with the terms and conditions set out above or the Act and the Rules and Regulations made thereunder.]

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for Sale at _____, District- North 24 Parganas, in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED

Allottees:

(1) Signature _____

(2) Signature _____

Name-

Name-

Address-

Address-

SIGNED AND DELIVERED BY THE WITHIN NAMED SIGNATURE OF THE OWNER.

M/S. RUDANI & RUDANI PRIVATE LIMITED

Director

As constituted Attorney of:
Shri Tapas Kumar Datta

(1) Signature _____

Name- Shri Tapas Kumar Datta

Address- 230, Block "B", Bangur Avenue, P.O. - Bangur Avenue, P.S.
Lake Town, Kolkata - 700055, District North 24 Parganas, West Bengal.

SIGNED AND DELIVERED BY THE WITHIN NAMED

M/S. GOKUL REALCON

Director

Developer: **M/S. GOKUL REALCON** ,Address: having its principal place of business at 18, Bidyut Chakra Pathagar Road, P.O. Ghughudanga, P.S. Dum Dum at present Nagerbazar, Kolkata – 700030, District North 24-Parganas, West Bengal.

Signature _____

At _____, on _____ in the presence of:

WITNESSES:

(1) Signature _____

2) Signature _____

Name _____

Name _____

Address _____

Address _____

SCHEDULE A**Recital part****PART - I****Sold of 7-0-36 Seven Cottahs Thirty Six sft land by The Amalgamated Development Limited, the vendor thereof in favour of Dr.ChittaranjanDatta, the purchaser therein:-**

WHEREASThe Amalgamated Development Limited, the vendor thereof announced to sale out ALL THAT a piece and parcel of MourashiMokorarisattiya land measuring an area of 7-0-36 Seven Cottahs Thirty Six Sft which is equivalent to 12 satak be the same a little more or less having annual rent of Rupees One Hundred Fifty Six(156) Ana Twelve (12) Pai Six (6) being **Plot No. 230 of Bangur Avenue, Block 'B', Kolkata - 700055**, lying and situated at **MouzaKrishnapur, at present Shyamnagar**, J.L. No. 17, at present 32/20, Re. Sa. No. 180, ParganaKalikata, Touzi Nos. 228, 229 under C.S. Plot/Dag No. 1265, comprised in C.S. Khatian No. 791, P.S. Dum Dum, at present P.S. Laketown, within the limits of South Dum Dum Municipality, Ward No. 29, Additional District Sub Registrar Bidhannagar Salt Lake City, then District 24 parganas, at present District of North 24 Parganas and one Dr.ChittaranjanDatta, the purchaser therein purchased the same by a registered Deed of sale 13.12.1957 registered at Sub Registrar Cossipore Dum Dum and recorded in Book No I, Volume No 134, pages 31 to 38, Being No 8493, for the year 1957 from said The Amalgamated Development Limited, the vendor therein and thus Dr.ChittaranjanDatta became the absolute owner of the said property by virtue of the above mentioned purchase and constructed two storied dwelling house thereon and enjoyed the same free from all encumbrances and without having any interruption from anybody or from any corner and the property is clear, good and marketable and said Dr.ChittaranjanDatta recorded his name in B.L & L.R.O comprised in R.S Khatian No 750 under R.S Dag No 1265.

Demise of Dr.ChittaranjanDatta:-

AND WHEREAS while in course of enjoyed the same said Dr.ChittaranjanDatta died intestate on 11.03.1967 leaving behind his surviving wife namely Smt. JyotsnaRekhaDatta, one son namely Sri Tapas Kumar Datta and three daughter namely SubhraDatta, ShipraSomani, LinaBasu as his legal heirs and successors and the property left by Dr.ChittaranjanDatta, since deceased were jointly inherited by Smt. JyotsnaRekhaDatta, Sri Tapas Kumar Datta ,SubhraDatta, ShipraSomani and LinaBasu, by virtue of hereditary right of their husband and father respectively and also by virtue of Hindu Succession Act 1956(Each having undivided 1/5th share of the total property).

Sold of their undivided 3/5th share of total land and structure by SubhraDatta, ShipraSomani, LinaBasu, the vendors thereof in favour of Smt. JyotsnaRekhaDatta and Sri Tapas Kumar Datta, the Purchasers therein:-

AND WHERAS while in course of enjoyed the above mentioned property SubhraDatta, ShipraSomani, LinaBasu, the vendors therein jointly announced to sale out ALL THAT undivided 3/5th share of land measuring an area of 4-3-31 Four Cottahs Three Chittacks Thirty One sft or 7.20 satak be the same a little more or less out of 7-0-36 Seven Cottahs Thirty Six Sft or 12 satak be the same a little more or less along with the undivided 3/5th share of pucca Two storied dwelling house and Smt. JyotsnaRekhaDatta and Sri Tapas Kumar Datta, the purchasers therein jointly purchased the same by a registered Deed of Sale on 11.08.1967 registered at Sub Registrar Cossipore Dum Dum and recorded in Book No I, Volume No 101, pages 104 to 107, Being No 7166, for the year 1967 from said SubhraDatta, ShipraSomani, LinaBasu, the vendors therein.

Absolute ownership of 7-0-36 Seven Cottahs Thirty Six Sft or 12 satak land be the same a little more or less together with pucca Two storied

dwelling house by Smt. JyotsnaRekhaDatta and Sri Tapas Kumar Datta:-

AND WHEREAS thus Smt. JyotsnaRekhaDatta and Sri Tapas Kumar Datta jointly became the absolute owners of ALL THAT a piece and parcel of land measuring an area of 7-0-36 Seven Cottahs Thirty Six Sft or 12 satak land be the same a little more or less together with pucca Two storied dwelling house thereon by virtue of the above mentioned inheritance and purchase respectively and jointly enjoyed the same free from all encumbrances and without having any interruption from anybody or from any corner(Each having undivided $\frac{1}{2}$ half share of the total property).The property is absolute clear good and marketable.

Execution of a will by Smt. JyotsnaRekhaDatta in respect of her undivided $\frac{1}{2}$ (half) share of the total property in favour of her son namely Sri Tapas Kumar Datta:-

AND WHEREAS thereafter while in course of enjoyed the same Smt. JyotsnaRekhaDatta executed a will in respect of her undivided $\frac{1}{2}$ (half) share of the total property on 17th day of July 1994 in favour of her son namely Sri Tapas Kumar Datta.

Demise of Smt. JyotsnaRekhaDatta and grant of probate of will by Learned Court of District Delegate North 24 parganas, Barasat in favour of said Sri Tapas Kumar Datta vide Misc Case No 339/2002:-

AND WHEREAS thereafter said Smt. JyotsnaRekhaDatta died on 25.12.2000 and Learned Court of District Delegate North 24 parganas, Barasat grant probate of the said will in favour of said Sri Tapas Kumar Dattavide Misc Case No 339/2002.

Absolute ownership of Sri Tapas Kumar Datta, the landowner herein:-

AND WHEREAS thus Sri Tapas Kumar Datta became the absolute owner of **ALL THAT** a piece and parcel of bastu land measuring an area of **7-0-36 Seven Cottahs Thirty Six Sft** which is equivalent to 12 satak be the same a little more or less together with Two storied cement flooring residential

building thereon having **2200 sft** on the **Ground Floor** and **2200 sft** on the **First Floor** thus total measuring an area of 4400 sft cement flooring residential building being Plot No. **230 of Bangur Avenue, Block 'B', Kolkata - 700055**, lying and situated at **Mouza Krishnapur**, at present Shyamnagar, J.L. No. 17, at present 32/20, Re. Sa. No. 180, Parganas Kalikata, Touzi Nos. 228, 229 under **C.S/R.S./L.R. Plot/Dag No. 1265**, comprised in C.S. Khatian No. 791 corresponding to **R.S./L.R. Khatian No 750**, P.S. Dum Dum, at present P.S. Lake town, within the limits of South Dum Dum Municipality, under ward No 29, **Locality: Bangur Avenue, Kolkata-700055**, Additional District Sub Registrar Bidhannagar Salt Lake City, at present in the District of North 24 Parganas and mutated his name in the records of South Dum Dum Municipality under ward No 29, Holding No 1565, Assessment 1202901523555, Locality: Bangur Avenue, Kolkata-700055 and Sri Tapas Kumar Datta, the landowner herein enjoying the same free from all encumbrances and without having any interruption from anybody or from any corner and the property is absolutely clear, good and marketable.

Desire for Construction Multi storied building on the said premises by the landowner herein:-

AND WHEREAS the landowner herein intend to construct a multi storied building consisting of Several residential Flats /Garages/ Lift devices etc. on the said Plot of land mentioned in the First Schedule hereunder written "OWN YOUR OWN FLAT" Scheme but due to paucity of fund and other difficulties the landowner herein is unable to proceed with the construction works of the building and the landowner herein requested to the Developer/ Promoter the Other Party herein by demolishing the old structure if any standing thereon.

Further offer from the Developer hereof to undertake the development work :-

AND WHEREAS M/S. GOKUL REALCON[PAN AAYFG6346B], a Partnership firm having its principal place of business at 18, Bidyut Chakra Pathagar Road, P.O. Ghughudanga, P.S. Dum Dum at present

Nagerbazar, Kolkata – 700030, District North 24-Parganas, West Bengal, being represented by its partners namely **(1)M/S. RUDANI & RUDANI PVT. LTD[CIN U52100WB2011PTC167212] [PAN AAECB6741Q]**, having its registered Office at 44/N/2, K.B. Sarani, P.S. Dum Dum, P.O. Dum Dum, Kolkata - 700080, West Bengal, represented by its Director namely **SRI NITIN RUDANI [PAN AMIPR3834M] [AADHAAR 3263 1162 1937]**, son of ShriManoharLalRudani, by faith Hindu, by Nationality Indian, by occupation Business, residing at GokulNiwas, 246/8, Rishi Bankim Chandra Road, P.S. & P.O. Dum Dum, Kolkata - 700028, District North 24 Parganas, West Bengal, **(2) MR. YASH PATEL [PAN EBHPP6267C] [AADHAAR 2725 2473 6033]**, son of Shri Bharat Kumar Patel, by faith - Hindu, by Nationality - Indian, by Occupation - Business, residing at 149/13, J.N. Mukherjee Road, Salkia, Howrah Corporation, Salkia, Pin - 711106, District Howrah, **(3) SRI BHASKAR CHANDA [PAN AFWPC0814P] [AADHAAR 4586 4036 8971]**, son of Late Binoy Kr. Chanda, by faith Hindu, by Nationality Indian, by occupation Business, residing at 18, Bidyut Chakra Pathagar Road, PurbaSinthee, P.O. Ghughudanga, P.S. Dum Dum at present Nagerbazar, Kolkata-700030, District North 24-Parganas, West Bengal, **(4)SRI RAJA DAS [PAN AHRPD8115D] [AADHAAR 6127 3349 8025]**, son of Sri Ajit Das, by faith Hindu, by Nationality Indian, by occupation Business, now residing at 147, PurbaSinthee Bye Lane, Post office Ghughudanga, P.S.-Dum Dum, at present Nagerbazar, Kolkata-700030, District North 24 Parganas, West Bengal, **(5)SRI NITIN RUDANI [PAN AMIPR3834M] [AADHAAR 3263 1162 1937]**, son of M.L Rudani, by faith Hindu, by Nationality Indian, by occupation Business, residing at GokulNiwas, 246/8, Rishi Bankim Chandra Road, P.S. & P.O. Dum Dum, Kolkata - 700028, District North 24 Parganas, West Bengal and **(6)SHRI GOKUL RUDANI[PAN ASOPR8698H][AADHAAR 5803 4502 0706]**, son of ShriManoharLalRudani, by faith - Hindu, by Nationality - Indian, by Occupation - Business, residing at 246/8, Rishi Bankim Chandra Road, P.O. & P.S. Dum Dum, Kolkata - 700028, District North 24-Parganas, West Bengal, the Party of the other Part hereof being the Developer hereto is an experienced Promoter and Developer engaged in the field of building

promotion and construction, having come to know the aforesaid desire of the landowner as well as on verification, scrutiny and due searching of all relevant papers and documents relating to the marketable title, bonafide interest peaceful physical possession of the said premises of the landowner and having been fully satisfied in all respect regarding the absolute lawful right, bonafide interest, peaceful possession and marketable title of the landowner in respect of the said premises, with specific undertaking of not to raise any question relating to the same in future on any ground whatsoever, made an approach/offer to the landowner hereto for allowing the Developer thereof to undertake such proposed development work by constructing the multi storied building on the said Premises of the landowner in accordance with the building Plan cause to be sanctioned by the authorities of South Dum Dum Municipality, in the name of the landowner exclusively at the costs, arrangements and expenses of the Developer upon regularization of all requisite legal formalities pertaining to the proposed development work on the said Premises of the landowner.

Acceptance of the said offer of the Developer by the landowner :-

AND WHEREAS the landowner hereof having thus approached by the party of the other Part thereto in the manner stated hereinbefore, in acceptance of such offer, decided to allow and engage the Party of the other Part hereof as Developer to proceed with the proposed development work on the said Premises of the landowner and by executing the Development Agreement as well as by executing a registered Development Power of Attorney agreed to engage, appoint, authorize and empower the Party of the other Part hereof as Developer to proceed with the proposed development work by constructing the multi storied building on the said premises of the landowner in accordance with the building plan cause to be sanctioned by the authorities of South Dum Dum Municipality, in the name of landowner exclusively at the costs, arrangements and expenses of the developer on the mutually agreed and settled terms and conditions so arrived at between the parties hereof and stipulated herein after.

Execution of Development Agreement and Development Power of Attorney by Sri Tapas Kumar Datta, the landowner hereof in respect of the First Schedule mentioned property written here under in favour of the Developer herein:-

AND WHEREAS in pursuant to the said proposal, the Developer herein has agreed to develop the said plot of land mentioned in the First schedule here under written by constructing a multi-storied building thereon for which the Developer herein entered into a registered Development Agreement with the landowner/Vendor herein which was executed on 30.11.2022 registered at Additional District Sub Registrar Bidhannagar Salt Lake City and recorded in Book No. I, Volume No. 1504-2022, Pages from 201301 to 201347, Being No. 150404935, for year 2022 upon some terms and conditions mentioned therein. And in that context the landowner herein also executed a registered Development Power of Attorney in favour of the Developer herein to develop the said property more fully described in the First Schedule hereunder written which was executed on 30.11.2022 registered at Additional District Sub Registrar Bidhannagar Salt Lake City and recorded in Book No. I, Volume No. 1504-2022, Pages from 201520 to 201546, Being No.150404939, for the year 2022.

Obtained building sanction plan from South Dum Dum Municipality:

AND WHEREAS the developer/promoter herein after acquiring the said property (land with structure) applied before the local concerned authority of South Dum Dum Municipality for and on behalf of the landowner herein for obtaining sanctioned building plan and thereafter the developer therein finally obtained sanctioned building plan from South Dum Dum Municipality **vide sanction Plan Serial No. 792** dated on **16/05/2023** for proposed (G+VIII) storied building thereon.

Started constructional work on the said property by the Developer herein:-

AND WHEREAS the developer herein thereafter started the construction of the proposed (G+VIII) storied building upon the First Schedule here under written and is in full swing consisting of several residential flats, shops,

garage spaces with all conveniences and amenities for the ownership building such as overhead tank, septic tank, drains, staircase, lift, meter room, passage, entrance etc. for the common use of the flat owners of the said (G+VIII) storied building according to sanctioned building plan of South Dum Dum Municipality.

Land free from all encumbrances:-

AND WHEREAS the land owner hereby declare that the said plot of land is free from all encumbrances and the land owner have marketable title thereto.

Announcement to sell outsft Flat, being Flat No “.....”, on theFloor, side andbeing No., Floor, by the Developer hereof in favour of the purchasers herein:-

AND WHEREAS the developer herein announced to sell out **ALL THAT** a self contained..... **Flooring** residential flat being **Flat No.**, on the**Floor,side** measuring a super built up area of**Sft.** consisting of and a..... flooring.....Space, **being No.....**, on the..... **Floor**, from **Developer’s allocation** as mentioned in the **Second schedule** here under written as per the terms and conditions of the said Development Agreement as mentioned above together with undivided proportionate share of land as mentioned in the First schedule here under written upon which the proposed (G+VIII)storied building is being constructed including right to use as common, all common service area of the said (G+VIII)storied building to any intending purchaser/s and the Developer herein has got every right to transfer the same to anybody by anyway.

The purchasers herein agreed to purchasesft Flat being Flat No “.....”, on theFloor,side andSpace,being No....., from the Developer herein, for or at a valuable consideration:-

AND WHEREAS by hearing such intention of the developer, **SRI**,the purchasers herein have approached to the

Developer to purchase a self contained residentialand..... Space after inspected a true copy of the said Development Agreement, Development Power of Attorney, other documents relating to the said land, sanctioned plan, title of the said plot of land, and after full satisfaction **SRI**,the purchasers herein have jointly agreed to purchase **ALL THAT** a self contained..... **Flooring** residential flat being **Flat No.**, on the **Floor**,**side** measuring a super built up area of **Sft.** consisting of and a..... flooring..... Space, **being No.**, on the **Floor**, mentioned in the **Second schedule** here under written of the proposed (G+VIII) storied building together with the undivided proportionate share of land mentioned in the First schedule here under written @/ **sft** i.e. for or at a valuable consideration of **Rs.**/-(Rupees) only and a..... flooring.....Space, **being No.**....., on the..... **Floor**, for or at a valuable consideration of **Rs.**/-(**Rupees**) **only** thus **total consideration** of (..... + Space) is **Rs.**/-(**Rupees**) **only plus extra Rs.**/-(Rupees) **only as electric meter installation** and **Rs.**/-(Rupees) **per sqft** on saleable area for internal development charges before possession or registration whichever is earlier in the said building, along with the water service and electric fittings in the said (G+VIII) storied building together with all amenities and easement rights (excluding **GST as Extra**) which to be borne by the purchasers to the developer herein as per the Central Govt. imposed Charges at the time of registration of Final Deed of Conveyance/ payment) and the Developer herein has agreed to sale the said&..... Space mentioned in the **Second Schedule** hereunder written from **Developer's allocation** as agreed as follows: -

SCHEDULE B**DESCRIPTION OF THE TOTAL PROPERTY UPON WHICH THE
MULTISTORIED BUILDING IS ERRECTED****PART - I**

ALL THAT a piece and parcel of bastu land measuring an area of **7-0-36 Seven Cottahs Thirty Six Sft** which is equivalent to 12 satak be the same a little more or less together with (G+VIII) storied building to be constructed thereon being Plot No. **230 of Bangur Avenue, Block 'B', Kolkata - 700055**, lying and situated at **Mouza Krishnapur, at present Shyamnagar, J.L. No. 17, at present 32/20, Re. Sa. No. 180, Parganas Kalikata, Touzi Nos. 228, 229 under C.S/R.S./L.R. Plot/Dag No. 1265**, comprised in C.S. Khatian No. 791 corresponding to **R.S. /L.R. Khatian No 750**, P.S. Dum Dum, at present P.S. Lake town, within the limits of South Dum Dum Municipality, under ward No 29, Holding No 1565, Assessment 1202901523555, **Locality: Bangur Avenue, Block 'B', Kolkata-700055**, Additional District Sub Registrar Bidhannagar Salt Lake City, in the District of North 24 Parganas. The total property is butted and bounded in the manner as follows :

ON THE NORTH BY :20'-0" ft wide Road;
 ON THE SOUTH BY :Land under plot No 224 and 225;
 ON THE EAST BY: Land under plot No 229;
 ON THE WEST BY :Land under plot No 231 and 232;

SCHEDULE C**DESCRIPTION OF THE APARTMENT****PART - I****(TO BE SOLD)**

SRI,the purchasers herein have jointly agreed to purchase **ALL THAT** a self contained..... **Flooring** residential flat being **Flat No.**, on the **Floor,****side** measuring a super built up area of **Sft.** consisting of and a..... flooring..... Space, **being No.**, on the **Floor,** together with the undivided proportionate share of land as mentioned in the FIRST schedule herein above written along with electric and water service in the said (G+VIII) storied building name and known as **“EMERALD TOWER”**, within the limits of South Dum Dum Municipality, under ward No 29, Holding No 1565, Assessment 1202901523555, **Locality: Bangur Avenue, Kolkata-700055,** Additional District Sub Registrar Bidhannagar Salt Lake City, in the District of North 24 Parganas.

SCHEDULE- ‘D’

PAYMENT PLAN

PART- I

“AGREED CONSIDERATION”

Consideration for the Undivided Share and for Construction and completion of the said Apartment is Rs...../- No..... on floor admeasuring ____ sq.ft. Approx Carpet Area. (Super Built up area..... Sq. ft.)

AGREED CONSIDERATION

Rs...../-

[Rupeesonly]

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

Goods & Service Tax Registration Number _____

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

PART - II

Payment Terms

_____ % at the time of Agreement plus GST.

_____ % at the time of roof casting of proposed flat plus GST.

_____ % at the time of brick work and plastering plus GST.

_____ % at the time of flooring plus GST.

_____ % at the time of Possession or Registration which is early plus GST.

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

**SIGNED SEALED AND DELIVERED
AT KOLKATA IN THE PRESENCE OF: -**

WITNESSES: -

1.

As constituted attorney of:-
Shri Tapas Kumar Datta

**SIGNATURE OF THE LANDOWNER
/ VENDOR**

2.

M/S. GOKUL REALCON

Partners

/PROMOTOR/VENDOR

SIGNATURE OF THE DEVELOPER

SIGNATURE OF THE PURCHASERS

RECEIVED of and from the within named Purchasers within mentioned sum of **Rs./- (Rupees.....)** **only** as an advance out of full consideration of **Rs./- (Rupees.....)** **only** as per Memo of Consideration given below:-

MEMO OF CONSIDERATION

Date	Bank	Branch	Cheque No	Amount
				Rs.
			Advance	Rs./-

(Rupees.....) only

WITNESSES :-

1.

GOKUL REALTECH

Partners

2.

**SIGNATURE OF THE DEVELOPER
/PROMOTOR/VENDOR**

Prepared By :-

Composed By:-

Manash Bhattacharya

BD-6, Deshbandhu Nagar
Baguiati, Kolkata – 700059

L.No. DW XI – 45.A.D.S.R.Cossipore, Dum Dum.

A.D.S.R.Cossipore, Dum Dum.

Avijit Paul

100, S.S. Road, Dum Dum
Kolkata – 700030.