

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE (“AGREEMENT”) executed on the _____ day of _____, 2024,

By and Between

(1) SRI. KAUSTAV MALLICK (PAN NO. APIPM6549M) Son of K. C. Mallick, by Faith- Hindu, by Occupation- Business, by Nationality- Indian, residing at Arabindanagar, P.O.- Midnapore, P.S.- Kotwali, District- West Midnapore, West Bengal,

Cont....P-2

(2A) SRI. PRADIP KUMAR PAUL (PAN NO. AEJPP3371C) (AADHAAR NO. 9948 0477 0442) son of Late Probodh Chandra Paul, by Occupation- Retired Person, residing at 50, B. T. Road, P.O. & P.S. Sinthee, Kolkata-700050, **(2B) SRI. AMAL KUMAR PAUL (PAN NO. AFKPP0623D) (AADHAAR No. 4637 6321 0137)** son of Late Probodh Chandra Paul, by Occupation- Retired Person, residing at 50, B. T. Road, P.O. & P.S. Sinthee, Kolkata 700050, **(2C) SMT. SHOVARA MONDAL (PAN NO. CADPM8670B) (AADHAAR NO. 5065 3774 6360)** Daughter of Late Probodh Chandra Paul, by Occupation Housewife, residing at 311/5/1, Nagendra Nath Road, P.O. P.S. Dum Dum, Kolkata 700028, District- North 24 Parganas, West Bengal, **(3A) SRI. SUBHAS CHANDRA PAUL (PAN NO. CTMPP2804G) (AADHAAR NO. 4537 9814 9748)** Son of Late Bijon Bihari Paul, by Occupation Business, residing at 50, B. T. Road, P.O. & P.S. Sinthee, Kolkata 700050, West Bengal, **(3B) SRI. ASHOKE KUMAR PAUL (PAN NO. AFAPP0024N) (AADHAAR NO. 8392 0559 4891)** Son of Late Bijan Behari Paul, by Occupation- Retired Person, residing at A-40, Gitanjali Park, P.O. Ariadaha, P.S. Belgharia, Kolkata 700057, District North 24 Parganas, West Bengal, **(3C) SRI. DILIP PAUL @ SRI DILIP KUMAR PAUL (PAN NO. BSCPP7860A) (AADHAAR NO. 6529 3820 8195)** Son of Late Bijon Behari Paul, by Occupation Business, residing at 50, B. T. Road, P.O. & P.S. Sinthee, Kolkata 700050, West Bengal, **(3D) SRI. DIPAK PAUL @ DIPAK KUMAR PAUL (PAN NO. BPJPP8986H)** son of Late Bijan Behari Paul, by Occupation Business, residing at 50, B. T. Road, P.O. & P.S. Sinthee, Kolkata 700050, West Bengal, **(3E) SRI. SISIR KUMAR PAUL (PAN NO. DEIPP1882N) (Aadhaar No. 853601083661)** Son of Late Bijon Behari Paul, by Occupation Business, residing at 50, B. T. Road, P.O. & P.S. Sinthee, Kolkata 700050, West Bengal, hereinafter referred to as the **“OWNERS”** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, executors, administrators, successors, legal representatives and assigns) of the **FIRST PART.**

The OWNERS are represented by their **Constituted Attorney** namely "M/S. **BALAJI CREATION** a Partnership Firm having its registered office at 28, Ramlal Banerjee Road, P.O.& P.S. Baranagar, Kolkata -700036, District- North 24 Parganas, West Bengal, represented by its partners namely **(1) SRI. TIRTHA BISWAS (PAN NO. AGRPB9383J)** son of Late Asit Biswas, by faith- Hindu, by Occupation- Business, by Nationality- Indian, residing at 54/10, Satchasi Para Road, P.O. & P.S. Cossipore,

Kolkata 700002, **(2) SRI. SANKAR DEB (PAN NO. AHAPD0870G)** son of Late Sambhu Nath Deb, by faith- Hindu, by Occupation- Business, by Nationality- Indian, residing at 36, Ramlal Banerjee Road, P.S. Baranagar, Kolkata 700036, District- North 24 Parganas, West Bengal, **(3) SRI. KSHITISH CHANDRA PANCHADHYEE (PAN NO. AFPPP9453A)** son of Nani Gopal Panchadhyee, by faith Hindu, by Occupation- Business, by Nationality- Indian, residing at 15E, Gopal Chatterjee Road, P.O. & P.S.- Cossipore, Kolkata - 700002, West Bengal, by virtue of several registered Development Power of Attorney (After registered Development Agreement) which are as follows:

1. Development Power of Attorney (After registered Development Agreement), dated 15th day of December, 2020, which was duly registered in the office of the Additional District Sub-Registrar, Cossipore Dum Dum, District- North 24 Parganas and recorded in Book No. I, Volume No. 1506-2020, Pages from 344860 to 344882, being No. 150607394 for the year 2020.
2. Development Power of Attorney (After registered Development Agreement), dated 15th day of December, 2020, which was duly registered in the office of the Additional District Sub-Registrar, Cossipore Dum Dum, District- North 24 Parganas and recorded in Book No. I, Volume No. 1506-2020, Pages from 344883 to 344917, being No. 150607395 for the year 2020.

AND

M/S BALAJI CREATION (PAN NO. AAVFB7913N) a Partnership firm having its registered office at 28, Ramlal Banerjee Road, P.O. & P.S.- Baranagar, Kolkata- 700036, represented by its partners **(1) SRI. TIRTHA BISWAS (PAN NO. AGRPB9383J)** son of Late Asit Biswas, by faith- Hindu, by Occupation- Business, by Nationality- Indian, residing at 54/10, Satchasi Para Road, P.O. & P.S. Cossipore, Kolkata 700002, **(2) SRI. SANKAR DEB (PAN NO. AHAPD0870G)** son of Late Sambhu Nath Deb, by faith- Hindu, by Occupation- Business, by Nationality- Indian, residing at 36, Ramlal Banerjee Road, P.S. Baranagar, Kolkata 700036, District- North 24 Parganas, West Bengal, **(3) SRI. KSHITISH CHANDRA PANCHADHYEE (PAN NO. AFPPP9453A)** son of Nani Gopal Panchadhyee, by faith Hindu, by Occupation-

Business, by Nationality- Indian, residing at 15E, Gopal Chatterjee Road, P.O. & P.S.- Cossipore, Kolkata - 700002, West Bengal, hereinafter referred to as the “**DEVELOPER**” (which term or expression shall unless otherwise excluded by or repugnant to the context or subject be deemed to mean and include its successors-in-interest and assigns) of the **SECOND PART**.

AND

[If the Allottee is a company]

_____, (CIN no. _____) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at _____, (PAN _____), represented by its authorized signatory, _____, (Aadhaar no. _____) duly authorized vide board resolution dated _____, hereinafter referred to as the “Allottee” (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).

[OR]

[If the Allottee is a Partnership]

_____, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at _____, (PAN _____), represented by its authorized partner, _____, (Aadhaar no. _____) authorized vide _____, hereinafter referred to as the “Allottee” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners).

[OR]

[If the Allottee is an Individual]

Mr . / Ms. _____, (Aadhaar no. _____) son / daughter of _____, aged about _____, residing at _____

_____, (PAN _____), hereinafter called the “Allottee” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees).

[OR]

[If the Allottee is a HUF]

Mr. _____, (Aadhaar no. _____) son of _____, aged about _____ for self and as the Karta of the Hindu Joint Mitakshara Family known as _____ HUF, having its place of business / residence at _____, (PAN _____), hereinafter referred to as the “Allottee” (which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, representatives, executors, administrators, successors-in-interest and permitted assigns as well as the members of the said HUF, their heirs, executors, administrators, successors-in-interest and permitted assignees).

[please insert details of other allottee(s), in case of more than one allottee]

The Developer and allottee shall hereinafter collectively by referred to as the “parties” and individually as a “Party”.

WHEREAS:

- A. The above mentioned Owners herein jointly seized and possessed of or otherwise well and sufficiently entitled to **ALL THAT** piece and parcel of land total admeasuring 7(Seven) cottahs 1(One) chittack along with a proposed G+IV storied building standing thereon upon lying and situates at Premises No. 50, B. T. Road, P.O. & P.S.- Sinthee, Ward No. 002 of Borough No. I, Kolkata Municipal Corporation, Kolkata- 700050, West Bengal (more fully and particularly mentioned, described, explained, enumerated, provided and given in the **SCHEDULE A (PART-III)** hereunder written and/or given and hereinafter referred to as the **PREMISES**).The mode and manner by which the Owners have

acquired right, title and interest in the **SCHEDULE A (PART-III)** will appear from the **SCHEDULE A (PART- I & II)** hereunder written and/or given.

- B. i) The Owners No. 1 and the Developer herein entered into a **Development Agreement** dated 15th December, 2020, registered in the office of the Additional District Sub-Registrar, Cossipore Dum Dum, District- North 24 Parganas and recorded in Book No. I, Volume No. 1506-2020, Page from 344033 to 344067, being No. 150607370 for the year 2020, for the purpose of construction of multi-storied building on the said premises and according to other terms and conditions as contained therein. **Development Power of Attorney (After registered Development Agreement)**, dated 15th day of December, 2020, which was duly registered in the office of the Additional District Sub-Registrar, Cossipore Dum Dum, District- North 24 Parganas and recorded in Book No. I, Volume No. 1506-2020, Pages from 344860 to 344882, being No. 150607394 for the year 2020, was executed by the Owners No. 1 herein in favour of "**M/S. BALAJI CREATION** a Partnership Firm having its registered office at 28, Ramlal Banerjee Road, P.O.& P.S. Baranagar, Kolkata -700036, District- North 24 Parganas, West Bengal, represented by its partners namely **(1) SRI. TIRTHA BISWAS (PAN NO. AGRP9383J)** son of Late Asit Biswas, by faith- Hindu, by Occupation- Business, by Nationality- Indian, residing at 54/10, Satchasi Para Road, P.O. & P.S. Cossipore, Kolkata 700002, **(2) SRI. SANKAR DEB (PAN NO. AHAPD0870G)** son of Late Sambhu Nath Deb, by faith- Hindu, by Occupation- Business, by Nationality- Indian, residing at 36, Ramlal Banerjee Road, P.S. Baranagar, Kolkata 700036, District- North 24 Parganas, West Bengal, **(3) SRI. KSHITISH CHANDRA PANCHADHYEE (PAN NO. AFPPP9453A)** son of Nani Gopal Panchadhyee, by faith Hindu, by Occupation- Business, by Nationality- Indian, residing at 15E, Gopal Chatterjee Road, P.O. & P.S.- Cossipore, Kolkata - 700002, West Bengal, the Developer herein, as per the terms and conditions contained as stated therein.
- ii) The Owner Nos. 2A to 3E and the Developer herein have entered into a **Development Agreement** dated 15st December, 2020, registered in the office of the Additional District Sub-Registrar, Cossipore Dum Dum, District- North 24

Parganas and recorded in Book No. I, Volume No. 1506-2020, Pages from 344068 to 344114, being No. 150607371 for the year 2020, for the purpose of construction of multi-storied building on the said premises and according to other terms and conditions as contained therein. **Development Power of Attorney (After registered Development Agreement)**, dated 15th day of December, 2020, which was duly registered in the office of the Additional District Sub-Registrar, Cossipore Dum Dum, District- North 24 Parganas and recorded in Book No. I, Volume No. 1506-2020, Pages from 344883 to 344917, being No. 150607395 for the year 2020, was executed by the Owner No. 2A to 3E herein in favour of "**M/S. BALAJI CREATION** a Partnership Firm having its registered office at 28, Ramlal Banerjee Road, P.O.& P.S. Baranagar, Kolkata -700036, District- North 24 Parganas, West Bengal, represented by its partners namely **(1) SRI. TIRTHA BISWAS (PAN NO. AGRPB9383J)** son of Late Asit Biswas, by faith- Hindu, by Occupation- Business, by Nationality- Indian, residing at 54/10, Satchasi Para Road, P.O. & P.S. Cossipore, Kolkata 700002, **(2) SRI. SANKAR DEB (PAN NO. AHAPD0870G)** son of Late Sambhu Nath Deb, by faith- Hindu, by Occupation- Business, by Nationality- Indian, residing at 36, Ramlal Banerjee Road, P.S. Baranagar, Kolkata 700036, District- North 24 Parganas, West Bengal, **(3) SRI. KSHITISH CHANDRA PANCHADHYEE (PAN NO. AFPPP9453A)** son of Nani Gopal Panchadhyee, by faith Hindu, by Occupation- Business, by Nationality- Indian, residing at 15E, Gopal Chatterjee Road, P.O. & P.S.- Cossipore, Kolkata - 700002, West Bengal, the Developer herein, as per the terms and conditions contained as stated therein.

- C. The said land is earmarked for the purpose of building residential project, comprising of a multi-storied building and the said project shall be known as '**AMI CHITRANGADA**'.
- 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 Kolkata Municipal Corporation, Borough- I, has received the commencement letter to develop the project dated _____.
- F. The Developer has obtained the final layout plan approvals for the Project from the Siliguri Municipal Corporation vide **Sanction Building Permit No. 2023010053 dated 05.08.2023**. 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 _____, no _____ 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, rule, 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 an between the Parties, the Developer hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment 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:

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 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 is Rs. _____ (Rupees _____ only ("Total Price") (Give break up and description):

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

*Provide breakup 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. _____ Type _____	Rate of Plot per square feet

Explanation:

- (i) The Total Price above includes the booking amount paid by the allottee to the Promoter towards the Apartment;

- (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 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 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 Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @ _____ % per annum for the period by which the respective installment 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.

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 as mentioned below:

- (i) The Allottee shall have exclusive ownership of the Apartment;
- (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 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 firefighting 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 Promoter and the Allottee agrees that the Apartment along with _____ garage/ closed parking 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. 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 '**AMI CHITRANGADA**' 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 Promoter agrees to pay all outgoings before transferring the physical possession of the apartment to the Allottees, which it has collected from the Allottees, 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 Promoter fails to pay all or any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottees, the Promoter 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.

The Allottee has paid a sum of Rs _____ , (Rupees _____ only) as booking amount being part payment towards the Total Price of the Apartment at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan 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 ' _____ ' payable at _____.

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 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 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 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 APARTMENT

The Allottee has seen the specifications of the Apartment 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 Siliguri Municipal Corporation 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

Schedule for possession of the said Apartment: The Promoter agrees and understands that timely delivery of possession of the Apartment is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the Apartment on _____, 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, 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, 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 to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment 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:

Upon receiving a written intimation from the Promoter as per clause 7.2, the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Apartment to the allottee. 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 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 the 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: (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, 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.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

- (i) The 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 Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project
- (iii) There are no encumbrances upon the said Land or the Project;
- (iv) There are no litigations pending before any Court of law with respect to the said Land, Project or the Apartment;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Apartment are valid and subsisting and have been obtained by following due process of law.

Further, the 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 and common areas;

- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said Apartment 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 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 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 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.

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 _____ 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 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 under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Apartment 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

The Promoter 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 allottees. The cost of such maintenance has been included in the Total Price of the Apartment.

12. DEFECT LIABILITY

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per 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 Allottee hereby agrees to purchase the Apartment 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 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 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, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in 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 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. 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 an Apartment 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, all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the Apartment 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 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.

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, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

25. WAIVER NOT A LIMITATION TO ENFORCE

The Promoter may, at its sole option and discretion, without prejudice to its rights as 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.

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 bears to the total carpet area of all the Apartments in the Project.

28. FURTHER ASSURANCES

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

29. PLACE OF EXECUTION

The execution of this Agreement shall be 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)

_____ 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.

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

SIGNED AND DELIVERED BY THE WITHIN NAMED

Allottee: (including joint buyers)

(1) _____

(2) _____

At _____ on _____ in the presence of:

SIGNED AND DELIVERED BY THE WITHIN NAMED Promoter:

(1) _____ (Authorized Signatory)

WITNESSES:

1. Signature _____ Name –
Address _____
2. Signature _____ Name–
Address _____

SCHEDULE A

PART - I

PART - A

WHEREAS

1. One Ganapati Sur and one Kartick Chandra Sur, both since deceased jointly seized and possessed of an undivided 8/9th share of Premises No. 53, B. T. Road & 54/A, B.T. Road, Kolkata - 700050 and also the absolute owner of the Premises Nos. 51, B. T. Road, 51/1, B. T. Road and 173B, South Sinthee Road P.S. - Cossipore, Kolkata - 700050 and one Smt. Durgamoni Sur was the owner of the rest 1/9th undivided portion of Premises No. 53 and 54/A, B. T. Road, P.S. Cossipore, Kolkata 700050 with all right, title and interest whatsoever being free from all encumbrances.
2. While the aforesaid Ganapati Sur, Kartick Chandra Sur and Smt. Durgamoni Sur jointly and collectively seized and possessed of the aforesaid properties as "Ejmali" with all right title and interest whatsoever subsequently some disputes and differences crop up amongst the aforesaid co-sharers regarding use, possession and peaceful enjoyment of the said joint properties, resulting which one of the co-shares namely Kartick Chandra Sur, on the 9th day of June 1969 filed a suit for partition and administration in respect of the aforesaid properties being numbered as Title Suit No. 54 of 1969 (Kartick Chandra Sur vs Ganapati Sur and Smt. Durgamoni Sur) in the then 1 Court of the Learned Assistant District Judge at Alipore, 24 Parganas.
3. During the pendency of the said Title Suit No. 54 of 1969, one of the co-sharers, Kartick Chandra Sur died intestate on the 10th day of September,

1975 leaving behind him surviving sole widow Smt. Malina Sur and two daughters namely (1) Miss Krishna Sur and (ii) Smt. Deepali Mallick wife of Dr. K. C. Mallick who jointly and collectively according to the Hindu Succession Act, 1956 became the owners of the estate left by the aid deceased Kartick Chandra Sur each having undivided one third share therein and they were duly substituted in place and stead of the said deceased Kartick Chandra Sur in the said Title Suit No. 54 of 1969 in the 1st Court of the Ld. Assistant District Judge at Alipore, District 24 Parganas.

4. During the pendency of the aforesaid partition suit one of the co-sharers Ganapati Sur died intestate on the 29th day of May, 1973 leaving behind him surviving sole widow Smt. Mrinalini Sur three sons, namely (i). Biswaspati Sur, (ii) Sambhupati Sur, (iii) Alokpati Sur and five daughters namely i) Smt. Ila Ghosh, wife of Sital Chandra Ghosh ii) Sandhya Neogy wife of Ambuj Neogy, iii) Smt. Arati Ghosh wife of Pran Nath Bikash Ghosh, iv) Smt. Provati Paul wife of Ashoke Paul and v) Miss Bharati Sur who jointly and collectively according to the Hindu Succession Act, 1956 become the owners of the estate left by the said deceased Ganapati Sur and they were duly substituted in place and stead of the said deceased Ganapati Sur in the said Title Suit No. 54 of 1969, in the 1st Court of the Ld. Assistant District Judge Alipore 24 Parganas.
5. After lapse of few years on the basis of a compromising petition filed by the parties concerned the said partition and administration suit being Title Suit No. 54 of 1969 in the 1st Court of the Ld. Assistant District Judge at Alipore 24 Parganas was decreed finally on the 27th day of February 1989 in terms of the said compromise petition.
6. The said Smt. Malina Sur wife of Late Kartick Chandra Sur deceased on 14/10/1990.
7. Said Smt. Deepali Mallick wife of Dr. K. C. Mallick and daughter of the Late Kartick Chandra Sur and Miss Krishna Sur daughter of the Late Kartick Chandra Sur were jointly and collectively allotted a piece and parcel of land measuring more or less. 4 Cottahs 1 Chittack comprised in Premises No. 51, B.

T. Road, P.S. - Cossipore, Kolkata 700050 and also 13 Cottah land more or less comprised in Premises No. 53 and 54A, B. T. Road, Kolkata 700050 and the same were mentioned in the Schedule 'A' and shown in a map or plan annexed with the said final decree in T. S. No. 54 of 1969, passed by the 15 Court of the Ld. Assistant District Judge Alipore, 24 Parganas.

8. During the pendency of the said suit and before the final decree was passed as referred hereinabove Smt. Malina Sur died intestate on 14/10/1990 leaving behind her surviving two daughters namely Smt. Deepali Mallick and unmarried Miss Krishna Sur as her legal heirs and successors AND the undivided one third share of the said deceased Malina Sur devolved upon her said two daughters in undivided equal shares.
9. By virtue of the said final decree as partly recited hereinabove the said Smt. Deepali Mallick and Miss Krishna Sur jointly became the absolute owners in undivided equal shares in respect of the said total land measuring more or less 4 (Four) Cottah 1 Chittacks being the 'combined portion of Premises No. 51, B. T. Road, Kolkata - 700050 with all right title and interest and mutated their names in the assessment record of the Kolkata Municipal Corporation.
10. On 09/08/2006 one of the co-owner Deepali Mallick died intestate leaving behind her only son Kaustav Mullick is the legal heirs and successors of Late legal heirs and successors of Late Dipali Mallick.
11. The aforesaid Miss Krishna Sur and Kaustav Mullick became the joint owner of undivided equal shares in respect of the said total land measuring more or less 4 (Four) Cottah 1 (One) Chittack being the combined portion of Premises No. 51, 13. T. Rond, Kolkata 700050 and mutated their names in the assessment record of Kolkata Municipal Corporation and paid all taxes in their names.
12. One co-owner Miss Kirshna Sur died intestate on 28/02/2019 she was unmarried in her life time.

13. The said Kaustav Mullick has become the absolute owner of the said Premises No. 51, B. T. Road, Kolkata 700050 total land measuring about 4 (Four) Cottah 1 (One) Chittacks more or less and mutated his name in the assessment record of Kolkata Municipal Corporation as absolute owner and paid all taxes in his name being Premises No. 51, B. T. Road, P.S. Cossipore, Kolkata 700050, under Ward No. 2, being Assessee No. 110020100059, within the jurisdiction of P.S. Cossipore now Sinthee.

PART- B

14. One Smt. Amrita Moni Dasi purchased undivided piece and parcel of land measuring 3 Cottahs more or less under Lot A, lying and situated at Mouza-Sinthee Uttar Para, Division 1, Sub Division 14, Holding No. 171/172, P.S Cossipore, District 24 Parganas from Sri Durga Charan Sur by way of a Deed of Sale dated 26/09/1913.
15. After such purchase said Amrita Moni Dasi was the owner of the said property due to demarcated property she amicably partition her plot of land with another co- owner of the adjacent plot holder namely Amulya Charan Sur and Prannath Sur by a way of Deed of Partition in Bengali language, dated 22/08/1921 registered at Cossipore Dum Dum recorded in Book No. 1, Volume No: 11, Pages 175 to 178, being No. 789, for the year 1921.
16. After such Deed of Partition dated 22/08/1921, Deed No. 789/1921 said Amrita Moni Dasi absolute owner of ALL THAT piece and parcel of land measuring about 3 Cottahs more or less lying and situated at Mouza Sinthee Uttar Para, Division 1, Sub Division 14, Premises No. 50, B. T. Road, P.S.- Cossipore, Calcutta 700050 and she enjoyed the said property peaceably.
17. During the course of her enjoyment she died intestate leaving behind her two sons namely Satkari Paul & Kalicharan Paul as per Succession Act. It is pertinent to mention here that the husband of said Amrita Moni Dasi namely Hiralal Paul predeceased before the death of said Amrita Moni Dasi.

18. After such sad demise of Amrita Moni Dasi her legal heirs Satkari Paul alias Satcowri Paul & Kalicharan Paul were the joint owners of the said ALL THAT piece and parcel of land measuring about 3 Cottahs more or less lying and situated at Mouza Sinthee Uttar Para, Division 1, Sub Division 14, Premises No. 50, B. T. Road, P.S. Cossipore, Calcutta 700050 and during the course of their aforesaid enjoyment of the said Satkari Paul alias Satcowri Paul died intestate on 22/10/1969 leaving behind his wife namely Rani Bala Paul and one son namely Probodh Chandra Paul as his only legal heirs and successors.
19. Said Rani Bala Paul and Probodh Chandra Paul became the co-owners of land measuring about 3 Cottahs more or less lying and situated at Mouza Sinthee Uttar Para, Division 1, Sub Division 14, Premises No. 50, B. T. Road, P.S. Cossipore, Calcutta 700050, within Calcutta Municipal Corporation now Kolkata Municipal Corporation.
20. Said Rani Bala Paul also died intestate on 22/05/1974 leaving behind her only son namely Prabodh Chandra Paul and said Prabodh Chandra Paul became the co-owner of undivided share of property measuring about 3 Cottahs more or less lying and situated at Mouza Sinthee Uttar Para, Division 1, Sub Division 14, Premises No. 50, B. T. Road, P.S. Cossipore, Calcutta 700050, within Calcutta Municipal Corporation now Kolkata Municipal Corporation and he enjoyed the property peaceably.
21. During the course of his aforesaid enjoyment of the said property said Probodh Chandra Paul died intestate, on 19/02/1999 leaving behind his wife namely Sefali Paul and two sons namely Pradip Kumar Paul, Amal Kumar Paul and one daughter namely Sovana Mondal and subsequently said Sefali Paul also died intestate on 24/07/2003 leaving behind her two sons namely Pradip Kumar Paul, Amal Kumar Paul and one daughter Sovana Mondal as per Hindu Succession Act 1956 and they became the co-owners of total property measuring 3 Cottah more or less lying and situated at 50, B. T. Road, P.S. Cossipore now Sinthi, Kolkata 700050, Ward No. 002, within the Kolkata Municipal Corporation, Borough No. I.

22. The other co-owner son of Amrita Moni Dasi namely Kali Charan Paul by way inheritance got undivided share of the property and during the course of his enjoyment of the said Kalicharan Paul died intestate on 21/11/1952 leaving behind his son Bijon Behari Paul @ Bijon Behary Paul as his only legal heirs and successors as per Hindu Succession Act, 1956. It is also pertinent to mention here that the wife of said Kalicharan Paul namely Urmila Paul also predeceased (12/06/1946) before the death of said Kalicharan Paul.
23. Said Bijon Behari Paul @ Bijon Behary Paul became the co-owner of property measuring about 3 Cottah more or less lying and situated at 50, B. T. Road, P.S. Cossipore now Sinthi, Kolkata 700050, Ward No. 002, within the Kolkata Municipal Corporation, Borough No. I, by way of inheritance.
24. During the course of his aforesaid enjoyment of the said property said Bijon Behari Paul @ Bijon Behary Paul died intestate on 10/06/1982 leaving behind his wife namely Nilima Paul and five sons namely (1) Subhash Chandra Paul, (2) Ashok Kumar Paul, (3) Dilip Kumar Paul, (4) Dipak Kumar Paul, (5) Sisir Kumar Paul and three daughters namely Suchitra Ghosh, Sumitra Ghosh, Sujata Paul as his only legal heirs and successors and subsequently said Nilima Paul also died intestate on 06/01/2005 leaving behind her five sons namely (1) Subhash Chandra Paul, (2) Ashok Kumar Paul, (3) Dilip Kumar Paul, (4) Dipak Kumar Paul, (5) Sisir Kumar Paul and three daughters namely Suchitra Ghosh, Sumitra Ghosh, Sujata Paul as her only legal heirs and successors as per Hindu Succession Act 1956.
25. By way of inheritance said (1) Subhash Chandra Paul, (2) Ashok Kumar Paul, (3) Dilip Kumar Paul, (4) Dipak Kumar Paul, (5) Sisir Kumar Paul (6) Suchitra Ghosh, (7) Sumitra Ghosh, (8) Sujata Paul became the joint co-owners of land measuring 3 Cottah more or less lying and situated at Premises No. 50, B. T. Road, P.S. Cossipore now Sinthi, Kolkata-700050, Ward No. 002, within the Kolkata Municipal Corporation, Borough No. I.

26. During the course of, their enjoyment of the said property said Suchitra Ghosh, Sumitra Ghosh, Sujata Paul transferred their undivided share of the said property in favour of Sri Dilip Paul @ Dilip Kumar Paul by way of a Deed of Gift dated 28/09/2020 registered at A. D. S. R. Cossipore Dum Dum, recorded in Book No. I, Volume No. 1506-2020, Pages 245345 to 245372, being Deed No.150605203 for the year 2020.
27. By way of above mentioned Deed and by way of inheritance said Owner Nos. 2A to 3E herein i.e. Sri Pradip Kumar Paul, Sri Amal Kumar Paul, Sovana Mondal, Sri Subhas Chandra Paul, Sri Ashoke Kumar Paul, Sri Dilip Kumar Paul @ Dilip Paul, Sri Dipak Kumar Paul, Sri Sisir Kumar Paul has become the joint owners of the said Premises No. 50, B. T. Road, Kolkata 700050 total land measuring about 3 (Three) Cottahs more or less and mutated their name in the assessment record of Kolkata Municipal Corporation as joint owners and paid all taxes in his name being Premises No. 50, B. T. Road, P.S. – Cossipore now Sinthee, Kolkata - 700050, under Ward No. 2, being Assessee No. 11002010047, within the jurisdiction of P.S. Cossipore now Sinthee.
28. For the purpose of development in respect of the aforesaid two premises numbers, said the owners herein amalgamated their respective premises numbers into a single premises number and after amalgamation the area of land is 7(Seven) Cottah 1(One) Chittack, and thereafter they also mutated their names in the assessment records of the Kolkata Municipal Corporation in respect of the abovementioned property as absolute lawful owners and the abovementioned property is assessed and re-numbered as Premises No. 50, B. T. Road, P.O. & P.S.- Sinthee, Ward No. 002 of Borough No. I, Kolkata Municipal Corporation, Kolkata- 700050 and are paying taxes and other outgoings to the competent authority regularly time to time.

SCHEDULE A**PART II****DESCRIPTION OF THE PREMISES**

ALL THAT piece and parcel of land measuring **7(Seven) cottahs 1(One) chittack** along with a proposed G+IV storied building standing thereon upon lying and situates at Premises No. 50, B. T. Road, P.O. & P.S.- Sinthee, Ward No. 002 of Borough No. I, Kolkata Municipal Corporation, Kolkata- 700050, West Bengal.

The said land is butted and bounded as follows:

On the North : 49 B, B. T. ROAD;

On the South : 51A, B. T. ROAD;

On the East : 51A, B. T. ROAD;

On the West : B. T. ROAD.

SCHEDULE-B**DESCRIPTION OF THE APARTMENT AND COVERED PARKING****PART- I**

ALL THAT the Apartment No.____ with on the _____ **Floor** of **Block-** _____, having carpet area of _____ **square feet**, excluding of balcony area of _____ square feet (having Super Built Up area _____ **Sq. Ft.**), more or less, flooring _____, at the Project known as ‘_____’, constructed on the premises stated in the Schedule-A(Part-II) hereinabove written TOGETHERWITH undivided, impartible proportionate share of land underneath the said Block TOGETHER WITH all other easement and common rights over common passages and common facilities and amenities attached to and available with all other flats in the building.

PART- II

ALL THAT Parking space purchased with the right to park for ____ (___) medium sized car in the _____ car parking space, admeasuring _____ (_____) **Sq. Ft** more or less Super Build Up Area, flooring _____, situate at the _____ of the building, situate in the complex namely “ _____ ”.

SCHEDULE- 'C'**PAYMENT PLAN**

10 % at the time of Agreement.

20% at the time of foundation.

20% at the time of roof casting.

20 % at the time of brick work.

10% at the time of wall plastering.

10% at the time of flooring.

10% at the time of Possession or Registration which is early.

RECEIPT

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

MEMO OF CONSIDERATION

Sl.No.	Cheque No./DD No.	Date	Drawn on Bank & Branch	In favour of	Amount (Rs,)
1.				/-
TOTAL				/-

(**Rupees _____**) only.

WITNESSES

1.

SIGNATURE OF DEVELOPER

2.

Drafted and prepared by me: