

ANNEXURE-A**[See rule 9]****Agreement for Sale**

This Agreement for Sale (**Agreement**) executed on this _____ (Date) day of _____ (Month), 20____,

By and Between

1) SRI CHINMOY BANERJEE, PAN – ADVPB8312L, Son of Late Indubhusan Banerjee, by occupation - Advocate, residing at 12/1, Baishnabghata Bye Lane, Post Office - Naktala, Police Station – the then Jadavpur at present Patuli, Kolkata – 700 047, **2) SMT. KRISHNA BANERJEE, PAN – ACZPB8977A** , Wife of Late Gora Chand Banerjee, by Occupation – Retired, residing at P-133, Usha Park, Suvada, Block –C, Flat No.8, Post Office – Garia, Police Station – Bansdronei, Kolkata-700084, **3) SRI SOUNAK BANERJEE, PAN- AMSPB0226B**, Son of Late Gora Chand Banerjee, by Occupation - Service, residing at P- 133, Usha Park, Suvada Apartment, Block –C, Flat No. 8, Post Office – Garia, Police Station – Bansdronei, Kolkata - 700084, **4) SMT. POULAMI BANERJEE, PAN- AQPPB0840G**, Wife of Mr. Uddipta Seal, Daughter of Late Gora Chand Banerjee , by Occupation- Housewife, residing at P-133, Usha Park, Suvada Apartment, Block – C, Flat No. 8, Post Office – Garia, Police Station – Bansdronei, Kolkata- 700084, **5) SMT. REKHA BANERJEE, PAN – AEEP8761P** , Wife of Sri Chinmoy Banerjee, by Occupation – House Wife, residing at 12/1, Baishnabghata Bye Lane, Post Office - Naktala, Police Station - the then Jadavpur at present Patuli, Kolkata – 700047, **6) SRI BIJAY KUMAR BHARTIA, PAN – AEAPB6491G** Son of Shrawan Kumar Bhartia, by occupation – Business, residing at 99, Sitaram Ghosh Street, Post Office and Police Station –Amherst Street, Kolkata – 700 009 and **7) SRI BALARAM PANJA, PAN – AFKPP4009D** , Son of Late Kanta Charan Panja, by occupation – Business, residing at 100/2, Rabindra Sarani, Post Office – Bhattanagar, Police Station - Liluah, District – Howrah, Pin – 711 204, all by faith – Hindu, all by Citizen –Indian, hereinafter referred to as the **OWNERS/VENDORS** (which term or expression unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, administrators, successors, legal representatives and assigns)

AND

M/s. PRANSHU CONSTRUCTION, a partnership firm , having its principal place of business at **99, Sitaram Ghosh Street, Ground Floor, Kolkata-700047 (PAN AAIFP5716G)**, represented by its **authorized Partner BIJAY KUMAR BHARTIA (PAN AEAPB6491G)** authorized vide hereinafter referred to as the "Promoter" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns).

AND

[If the Allottee is a company]

_____, (CIN no,) a company incorporated under the provisions of the Companies Act, [1956 or the Companies Act, 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, and permitted assigns).

[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 duly authorized vide hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof he deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns).

[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 assigns). ,

[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 mean the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns).

(Please insert details of other allottee(s) in case of more than one allottee)

The Promoter and Allottee shall hereinafter collectively be referred to as the Parties" and individually as a "Party"

DEFINITIONS:

For the purpose of this Agreement for Sale, unless the context otherwise requires,—

- a) "Act" means the West Bengal Housing Industry Regulation Act, 2017 (West Ben. Act XLI of 2017);
- b) "Rules" means the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal. Housing Industry Regulation Act, 2017;
- c) "Regulations" means the Regulations made under the West Bengal Housing Industry Regulation Act, 2017;
- d) "section" means a section of the Act.

WHEREAS:

Chinmoy Banerjee, Krishna Banerjee, Sounak Banerjee, Poulami Banerjee, Rekha Banerjee, Bijay Kumar Bhartia and Balaram Panja ("Owner") are the absolute and lawful owners of **Plot No. 139, Khaitan No. 354 in Mouza- Baishnab Ghata , R.S. No. 11, Touzi No. 151**, totally admeasuring **1045.243** square meters situated at **12, BAISHNABGHATA BYE LANE, WARD NO. 100, KOLKATA-700047** in **District 24 Parganas (South)** vide sale deed(s) dated registered as documents no. _____ at the office of the Sub-Registrar. The Owner and the promoter have entered into a [collaboration development/ joint development] agreement dated **24/07/2018** registered as document no. **I-1605-04826/2018** at the office of the Sub-Registrar:

B. The Said Land is earmarked for the purpose of building a [commercial/ residential/ any other purpose] project comprising multistoried apartment buildings and [insert any other components of the Projects] and the said project shall be known as ("Project")

[OR]

The Said Land is earmarked for the purpose of plotted development of a [commercial/residential/any other purpose] project, comprising plots and [insert any other components of the Projects] and the said project shall be known as ' _____ ' ("Project"):

Provided that where land is earmarked for any institutional development the same shall be used for those purposes only and no commercial/residential development shall be permitted unless it is a part of the plan approved by the competent authority;

C. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land on which Project is to be constructed have been completed;

D. The _____ [Please insert the 'name of the concerned competent authority'] has granted the commencement certificate to develop the project vide approval dated _____ bearing registration no. _____

E. The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the apartment, plot or building, as the case may be from [Please insert the name of the concerned competent authority]. The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable;

F. The Promoter has registered the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at _____ on _____ under registration no. _____

G. 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/covered parking no. _____ admeasuring _____ square feet in the _____ [Please insert the location of the garage/covered parking], as permissible under the applicable law and of pro rata share in the common areas ("Common Areas") as defined under clause (m) of Section 2 of the Act (hereinafter referred to as the "Apartment" more particularly described in Schedule A and the floor plan or the apartment is annexed hereto and marked as Schedule B);

[OR]

The Allottee had applied for a plot in the Project vide application no. _____ dated _____ and has been allotted plot no. _____ having area _____ of square feet and plot for garage/covered parking admeasuring square feet (if applicable) in the _____ [Please insert the location of the garage covered parking], as permissible under the applicable law and of pro rata share in the common areas ("**Common Areas**") as defined under clause (m) of Section 2 of the Act (hereinafter referred to as the "**Plot**" more particularly described in **Schedule A**);

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

I. [Please enter any additional disclosures/details];

J. 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;

K. 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;

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

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:

1.1 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 para G.

1.2. 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*
Total price (in rupees)	

*Provide break up of the amounts such as cost of apartment, cost of exclusive balcony or verandah areas, cost of exclusive open terrace areas, proportionate cost of common areas, preferential location charges, taxes, maintenance charges as per para II etc., if/as applicable

[AND] [if/as applicable]

Garage/Covered parking-1	Price for 1
Garage/Covered parking-2	Price for 1

Total price (in rupees)	

[OR]

Plot No. _____ Type _____ _____	Rate of plot per square feet * _____
Total price in Rupees	

*Provide break up of the amounts such as cost of plot, proportionate cost of common areas, taxes, maintenance charges as per para II etc., if/as applicable.

[AND] [if/as applicable]

Garage/Covered parking-1	Price for 1
Garage/Covered parking-2	Price for 1
Total price (in rupees)	

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 GS.T. and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) up to the date of handing over the possession of the apartment/plot to the allottee and the project to the association of allottees or the competent authority, as the case may be, after obtaining the completion certificate;

Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the allottee to the promoter shall be increased/reduced based on such change / modification;

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

- (iii) The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. 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 recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per para II etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the [Apartment/Plot] and the Project.

1.3. 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. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority as per the Act, the same shall not be charged from the Allottee.

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

1.5. The 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.

- 1.6. 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 herein at Schedule 'D' and Schedule 'E' (which shall be in conformity with the advertisement, prospectus etc. on the basis of which sale is effected) in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Allottee as per the provisions of the Act.

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.

- 1.7. [Applicable in case of an apartment] The Promoter shall confirm to 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 reduction in the carpet area then the Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate prescribed 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, which is not more than three percent of the carpet area of the apartment, allotted to Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in Schedule C. All these monetary adjustments shall be made at the same rate per square feet as agreed in para 1.2 of this Agreement.
- 1.8. Subject to para 9.3 the 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, It is clarified that the promoter shall hand over the common areas to the association of allottees after duly obtaining the completion certificate from the competent authority 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, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the [Apartment/Plot] and the Project;

(iv) The Allottee has the right to visit the project site to assess the extent of development of the project and his apartment/plot, as the case may be.

1.9. It is made clear by the Promoter and the Allottee agrees that the [Apartment/Plot] along with _____ garage/covered 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.

1.10. The Promoter agrees to pay all outgoing before transferring the physical possession of the apartment to the Allottees, which it has collected from the Allottees, for the payment of outgoing (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 outgoing 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 outgoing 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. :

1.11. 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 [Schedule C] 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 which is payable, he shall be liable to pay interest at the rate prescribed 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 written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan [through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of _____ payable at _____

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

3.1. 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, 1934 and the Rules and Regulations made thereunder or any statutory amendments/modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/ transfer of immovable properties in India etc. and

provide the 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 the 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 may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

3.2. The Promoter accepts no responsibility in regard to matters specified in para 3.1 above. 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 of the allottee against the [Apartment/Plot], if any, in his/her name and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

5. TIME IS ESSENCE:

The Promoter shall abide by the time schedule for completing the project as disclosed at the time of registration of the project with the Authority and towards handing over the [Apartment/Plot] to the Allottee and the common areas to the association of allottees or the competent authority, as the case may be.

6. CONSTRUCTION OF THE PROJECT/APARTMENT:

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the [Apartment/Plot] and accepted the floor plan, payment plan and the specifications, amenities and facilities [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, amenities and facilities, 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 _____ [Please insert the relevant State laws] 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:

7.1. Schedule for possession of the said [Apartment/Plot] - The Promoter agrees and understands that timely delivery of possession of the [Apartment/Plot] to the allottee and the common areas to the association of allottees or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to hand over possession of the [Apartment/Plot] along with ready and complete common areas with all specifications, amenities and facilities of the project in place 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/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. The promoter shall intimate the allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the 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.

7.2. **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 two months from the date of issue of occupancy certificate. [Provided that, in the absence of local law, the conveyance deed in favour of the allottee shall be carried out by the promoter within 3 months from the date of issue of occupancy certificate]. 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, after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/association of allottees, as the case may be after the issuance of the completion certificate for the project. The promoter shall hand over the occupancy certificate of the apartment/ plot, as the case may be, to the allottee at the time of conveyance of the same.

7.3. **Failure of Allottee to take Possession of [Apartment/Plot]** — Upon receiving a written intimation from the Promoter as per para 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 para 7.2. such Allottee shall continue to be liable to pay maintenance charges as specified in para

7.4 **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 Allottee or the competent authority, as the case may be, as per the local laws;

[Provided that, in the absence of any local law, the promoter shall handover the necessary documents and plans, including common areas, to the association of allottees or the competent authority, as the case may be, within thirty days after obtaining the completion certificate].

7.5. 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.

7.6. 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 interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the 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 in para 7.1; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under 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 prescribed in the Rules including compensation in the manner as provided under the Act within forty-five days of it becoming due;

Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the [Apartment/Plot] which shall be paid by the promoter to the allottee within forty- five days of it becoming due.

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:

[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 or Authority 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 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/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 allottees or the competent authority, as the case may be;

(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 till the completion certificate has been issued and possession of apartment, plot or building, as the case may be, along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the allottee and the association of allottees or the competent authority, as the case may be;

(xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition

or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project..

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

9.1 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 in para 7.1 or fails to complete the project within the stipulated time disclosed at the time of registration of the project with the Authority. For the purpose of this para 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority;
- (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.

9.2 In ease 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 the Allottee be required to make the next payment without any 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 prescribed 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 prescribed in the Rules, for every month of delay till the handing over of the possession of the (Apartment/Plot), which shall be paid by the promoter to the allottee within forty-five days of it becoming due.

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

- (i) Incase 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 prescribed 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 may cancel the allotment of the [Apartment/Plot] in favour of the Allottee and refund the money paid to him by the allottee by deducting the hooking amount and the interest liabilities and this Agreement shall thereupon stand terminated;

Provided that the promoter shall intimate the allottee about such termination at least thirty days prior to such termination.

10. CONVEYANCE OF THE SAID APARTMENT:

The Promoter, on receipt of Total Price of the [Apartment/Plot] as per para 1.2 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 months from the date of issuance of the occupancy certificate* and the completion certificate, as the case may be, to the allottee:

[Provided that, in the absence of local law, the conveyance deed in favour of the allottee shall be carried out by the promoter within 3 months from the date of issue of occupancy certificate]. However, in case the Allottee Fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee.

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 allottees upon the issuance of the completion certificate of the project. The cost of such maintenance has been included in the Total Price of the [Apartment/Plot].

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 TO ENTER THE APARTMENT FOR REPAIRS:

The Promoter/maintenance agency/association of allottees shall have rights of unrestricted access of all Common Areas, garages/covered parking 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.

14. 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 equipments 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.

15. COMPLIANCE WITH RESPECT TO THE APARTMENT:

- 15.1. Subject to para 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 or 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 tenable 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.
- 15.2. 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].
- 15.3. 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.

16. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:

The Parties are 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.

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

18. PROMOTER SHALL NOT MORTGAGE OR CREATE A 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].

19. APARTMENT OWNERSHIP ACT (OR THE RELEVANT STATE ACT):

The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the _____

[Please insert the name of the Apartment Ownership Act]. The Promoter showing compliance of various laws/ regulations as applicable in _____

20. 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 (specify the address of the 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 Sub-Registrar 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.

21. 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.

22. RIGHT TO AMEND:

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

23. 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 [Apartment/Plot] and the Project shall equally be applicable to and enforceable against and by 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.

24. WAIVER NOT A LIMITATION TO ENFORCE:

24.1. 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 [Annexure C] 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.

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

25. 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.

26. 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.

27. 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.

28. PLACE OF EXECUTION:

The execution of this Agreement shall be completed 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 at _____(specify the address of the Sub-Registrar). Hence this Agreement shall be deemed to have been executed at _____

29. 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.

30. 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.

31. SAVINGS:

Any application letter, allotment Letter, agreement, or any other document signed by the allottee in respect of the apartment, plot or building, as the case may be, prior to the execution and registration of this Agreement for Sale for such apartment, plot or building, as the case may be, shall not be construed to limit the rights and interests of the allottee under the Agreement for Sale or under the Act or the rules or the regulations made thereunder.

32. GOVERNING LAW:

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act and the Rules and Regulations made thereunder including other applicable laws of India for the time being in force.

33. DISPUTE RESOLUTION:

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

[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]

Additional Details of Land

WHEREAS ALL THAT piece and parcel of land containing an area of 7 (Seven) Cottahs more or less as per physical measurement along with other properties recorded in Mouza – Baishnabghata, Dag No.134, Premises no. 36C/1A, Baishnabghata Road, Police Station – Jadavpur, Kolkata – 700047 was originally belonged to Sisir Kumar Chattopadhaya, Satish Chandra Chattopadhaya and Sitala Kanta Chattopadhaya who got the said property by virtue of inheritance and had partitioned their said property by virtue of a Registered Deed of Partition executed on 12th Chaitra, 1341.

AND WHEREAS by virtue of the said Deed of Partition the said Sisir Kumar Chattopadhaya, Satish Chandra Chattopadhaya and Sitala Kanata Chattopadhaya was allotted comprising with an area of .85 Satak each equivalent to 2 (Two) Bighas 11 (Elven) Cottahs and 8 (Eight) Chittacks with structure and building standing thereon out of the total area of land measuring 2.55 Satak.

AND WHEREAS by two separate Deed of Sale executed on 11th Bhadra, 1342, the said Satish Chandra Chattopadhyaya sold transferred and conveyed his demarcated allotted share comprising with an area of 32 Satak and 53 Satak respectively in favour of one Seikh Mannur and delivered possession thereon.

AND WHEREAS by another Deed of Sale dated 14th Magh, 1344, the said Seikh Mannur sold transferred and conveyed all that piece and parcel of aforesaid land comprising with an area of 53 Stak to Sisir Kumar Chattopadhyaya at and for the valuable consideration as mentioned in the said Deed of Sale.

AND WHEREAS by a Deed of Sale in Bengali Vernacular bearing the date of 25th May, 1943 corresponding to 11th Jaistha, 1350, the said Sisir Kumar Chattopadhyaya sold transferred and conveyed the schedule mentioned property along with other property to Smt. Susama Ghosh, Wife of Sri Brajokanta Ghosh in Benami of her father Rajendra Bhusan Baksi. The said Deed of Sale was registered in the office of the Sadar Joint Sub Registrar at Alipore and recorded in Book No.I, Volume No.12 Pages 200 to 208 being No.721 for the year 1943 and delivered possession thereof.

AND WHEREAS by a Deed of release (Na Dabi Patra) which was registered in the office of the Sadar Joint Sub Registrar at Alipore and recorded in Book No.I, Volume No.47, Pages 132 to 134 being No.2453 for the year 1946, the said Smt. Susama Ghosh released, waived and relinquished her entire right title and interest in respect of all the properties including Schedule mentioned properties which was acquired by her in Benami of her father by virtue of Deed of Sale dated 25.05.1943 as mentioned herein above in favour of her father Rajendra Bhusan Baksi.

AND WHEREAS the said Rajendra Bhusan Baksi was seized and possessed of and sufficiently entitled to as absolute owner of the schedule mentioned property free from all encumbrances comprising with **ALL THAT** piece and parcel of land situated at Mouza – Baishanbghata, under Dag No.134, corresponding to Khatian No.189, Touzi No.151, premises No.36C/1A, Baishanbghata Road, Police Station - the then Jadavpur at present Patuli, District – 24 Parganas South, Kolkata – 700047 along with other property free from all encumbrances.

AND WHEREAS the said Rajendra Bhusan Baksi made and published his last Will on 26th day of February, 1965 whereunder bequeathed inter alia his schedule A mentioned property of the said will in favour of his son Sailendra Bhusan Baksi.

AND WHEREAS the said Rajendra Bhusan Baksi died on 29th July, 1965 and after his death the said Will was probated and duly granted in favour of his son Sailendra Bhusan Bakshi as the sole executor of the said Will by virtue of an order dated 25th day of December, 1966 passed by the Hon'ble High Court at Calcutta in its Testamentary and Intestate jurisdiction in Probate Case No.107 of 1966.

AND WHEREAS by virtue of the said probated Will granted by Hon'ble High Court at Calcutta the said Sailendra Bhusan Baksi has become the sole and absolute owner of the schedule mentioned properties along with other property and got mutated his name in the Assessment Registrar of the Kolkata Municipal Corporation in respect of the Schedule mentioned

property being Premises 36C/1A, Baishanbhata Road, and the Kolkata Municipal Corporation duly granted mutation in favour of Sailendra Bhusan Bakshi in respect of the schedule mentioned property vide Assessee No.211000300954 and also got Clearance Certificate from the office of the competent authority under the Urban land (Ceiling and Regulation) Act, 1976 Sadar Alipore vide Case No. URL(S) 1094/76 and has been exercising his right interest and marketable title free from all encumbrances in respect of the scheduled mentioned property.

AND WHEREAS said Sailendra Bhusan Bakshi the abovenamed Vendor is seized and possessed of and sufficiently entitled to as absolute owner of the properties comprising with **ALL THAT** piece and parcel of Bastu land admeasuring an area of 7 Cottahs as per physical measurement be the same moiré or less comprising in Mouza – Baishanbhata under Dag No. 134 corresponding to Khatian No.189, Touzi No.151 premises No. 36C/1A, Baishanbhata Road, Police Station - the then Jadavpur at present Patuli, Kolkata – 700047, Ward No.100 within the limit of Kolkata Municipal Corporation District – 24 Parganas (S)

AND WHEREAS by two separate Deed of Sale both dated 14th day of March, 2011 which were registered in the office of the District Sub-Registrar –I, Alipore, South 24 Paraganas and recorded in Book No.I, C.D. Volume No.4, Pages from 3964 to 3984 being No.00862 for the year 2011 and in Book No.I, C.D. Volume No.4, Pages from 3943 to 3963, being No.00861 for the year 2011 respectively the said Sailendra Bhusan Bakshi represented therein by his Constituted Attorney Sri Chandan Bakshi and Smt. Kajal Bakshi sold transferred and conveyed the said property free from all encumbrances comprising with an area 3 (Three) Cottahs 8 (Eight) Chittacks as per physical measurement in each Deed of Sale total sold out area of land 7 (Seven) Cottahs as per physical measurement more fully described in the Schedule A therein in two Deed of Sale each to 1) Bijoy Kumar Bhartia, Son of Sri Shrawan Kumar Bhartia and 2) Sri Balaram Panja Son of Late Kanta Charan Panja and delivered possession thereof.

AND WHEREAS the said Bijoy Kumar Bhartia and Balaram Panja duly mutated their name in the Assessment Registrar of the Kolkata Municipal Corporation in respect of the said property purchased by them and the Kolkata Municipal Corporation granted mutation in favour of said Bijoy Kumar Bhartia and Balaram Panja vide Assessee No. 211000300954 in respect of the said premises being No. 36C/1A, Baishnabhata Road, Ward No.100 within the limit of Kolkata Municipal Corporation as fully described in the Schedule 'A' therein.

AND WHEREAS ALL THAT piece and Parcel of Bastu land admeasuring 16 Cottahs more or less with structures thereon recorded in C.S. Plot No. 139 appertaining to C.S. Khatian No.354 in Mouza Baishnab Ghata, R.S. No.11, Touzi No.151, under Police Station - the then Jadavpur at present Patuli District 24 Parganas (S) being Municipal Premises No.10, 11, 12, 12/3 of Baishnabhata Bye Lane, Kolkata – 700047 was originally belonged to one Bhagaban Chandra Banerjee who had four sons 1) Kaliprosanna Banerjee 2) Taraprasanna Banerjee 3) Suriyya Kumar Banerjee and Sarada Prasanna Banerjee.

AND WHEREAS Kaliprosanna Banerjee died leaving behind him two sons 1) Satya Banerjee and 2) Santanu Banerjee.

AND WHEREAS Taraprosanna Banerjee died intestate leaving behind his four sons 1) Bibhutibhusan Banerjee 2) Sashibhusan Banerjee 3) Indu Bhusan Banerjee and 4) Nishibhusan Banerjee. The said Sashibhusan Banerjee sold his share to Indubhusan Banerjee.

AND WHEREAS said Suriya Kuamr Banerjee died intestate leaving behind his two sons 1) Amarendranath Banerjee 2) Jnanda Banerjee. The said Jnanda Banerjee sold his share to Amarendranath Banerjee. By virtue of the said transfer the said Amarendranath Banerjee had $\frac{1}{4}$ th share of the said property.

AND WHEREAS Saradaprosanna Banerjee left behind his only son Haricharan Banerjee who got $\frac{1}{4}$ th share of the said property.

AND WHEREAS the said Bhibhutibhusan Banerjee died intestate leaving behind him his wife Smt. Kiran Bala Banerjee, four sons, 1) Ramendra Nath Banerjee 2) Harendra Nath Banerjee 3) Brojendra Nath Banerjee and Barendra Nath Banerjee and three daughters, namely Bina Banerjee, Juthika Banerjee and Arati Banerjee.

AND WHEREAS the said 1) Haricharan Banerjee, Son of Late Sarada Prosanna Banerjee as Plaintiff No.1 (2) Santanu Banerjee, Son of Late Kaliprosanna Banerjee as Plaintiff No.2 and (3) Nishibhusan Banerjee (4) Indu Bhusan Banerjee both sons of Late Taraprosanna Banerjee as plaintiff No.3 and 4 had instituted a Partition suit being Title Suit No.128 of 1968 before the Learned 3rd Court of Subordinate Judge at Alipore against 1) Pashupati Alais Ramendranath Banerjee (2) Harendranath Banerjee (3) Brajendranath Banerjee (4) Barendranath Banerjee all sons of Late Bibhutibhuson Banerjee and Smt. Kiranbala Banerjee wife of Late Bibhutibhuson Banerjee as defendant No. 1, 2, 3, 4 and 5 respectively and Sri Satyacharan Banerjee, Son of Late Kali Prosonna Banerjee and (7) Sri Amerandranath Banerjee, Son of Late Suriya Kumar Banerjee as defendant No. 6 and 7 respectively in respect of the said property comprising an area of 16 Cottahs more or less Bastu land with structures thereon recorded in C.S. Dag No.139 under C.S. Khatian No.354 of Mouza Baishnabghata, Police Station Purba Jadavpur, District – 24 Parganas (S) bearing Municipal Holding No.10, 11, 12, 12/3 Baishnabghata Bye Lane, Kolkata – 700047.

AND WHEREAS as virtue of a final decree dated May 09, 1972 passed by Mr. B.P. Bose, Learned Sub Judge, 6th Court, In-charge, the said Ramendra Nath Banerjee, Sri Harendra Nath Banerjee, Sri Brajendra Nath Banerjee and Sri Barendra Nath Banerjee, all sons of Late Bibhuti Bhusan Banerjee and Smt. Kiran Bala Banerjee, wife of Late Bibhuti Bhusan Banerjee, the defendant No.1, 2, 3, 4 and 5 of the said suit got free from all encumbrances **ALL THAT** piece and parcel of bastu land admeasuring an area of 850 Sq.ft. comprising in C.S. Plot No.139 appertaining to C.S. Khatian No.354 in Mouza Baishnab Ghata, R.S. No.11 Touzi No. 151 Municipal Premises No. 12, Baishnabghata Bye Lane, Police Station – Jadavpore, District – 24 Parganas (S).

AND WHEREAS the said Harendranath Banerjee died intestate leaving behind him his three sons namely Sri Mukul Banerjee, Sri Tapas Banerjee and Sri Ashish Banerjee and two daughters namely Smt. Sipra Biswas and Smt. Mamata Singha. The wife of Harendranath Banerjee was pre-deceased to him.

AND WHEREAS the said Ramendranath Banerjee died intestate in the year 1998 leaving behind his wife namely Gouri Banerjee and two sons namely 1) Paltu Banerjee and 2) Bijon Banerjee and one daughter namely Hena Dey, Wife of Late Asit Baran Dey as his legal heirs and successors in respect to the estate left by him who are jointly inherited 1/6th share equivalent to 142 Sq.ft. in respect of the said property left by Ramendranath Banerjee.

AND WHEREAS the said Bijon Banerjee and Hena Dey the Vendors No.10 and 11 hereinabove being the legal heirs of the said Ramendranath Banerjee since deceased, are jointly sell transfer and convey their entire share of the said property comprising with the undivided share of land ad-measuring an area of 71 Sq.ft. with this presents.

AND WHEREAS the said Brojendranath Banerjee died intestate in the year 1999 as a bachelor.

AND WHEREAS the said Kiran Bala Banerjee wife of Late Bibhutibhusan Banerjee died intestate leaving behind her aforesaid legal heirs and successors belonged to Bibhutibhusan Banerjee.

AND WHEREAS by a Deed of Sale dated 19th day of June, 2008 the said 1) Sri Barendra Nath Banerjee 2) Smt. Bina Paul 3) Smt. Bithika Roy 4) Smt. Arati Panja, 5) Sri Mukul Banerjee 6) Tapas Banerjee 7) Sri Ashish Banerjee 8) Smt. Sipra Biswas 9) Smt. Mamata Singha, 10) Sri Bijon Banerjee 11) Hena Dey sold transferred and conveyed free from all encumbrances to 1) Bijay Kumar Bhartia Son of Shrawan Kumar Bhartia and 2) Sri Balaram Panja, Son of Late Kanta Chandra Panja at and for the consideration as mentioned in the said Deed of Sale **ALL THAT** piece and parcel of bastu land admeasuring an area of 779 Sq.ft. be the same more or less out of the total area of land measuring 850 Sq. ft. be the same more or less comprising in C.S. Plot No.139 appertaining to C.S. Khatian No.354 in Mouza – Baishnab Ghata, R.S. No.11, Touzi No.151 Municipal Premises No.12, Baishnabghata Bye Lane, Police Station – Jadavpore, Ward No.100 within the limit of Kolkata Municipal Corporation, District 24 Parganas (S). The said Deed of Sale was registered in the office of the District Sub-Registrar-I, Alipore South 24 Paraganas and recorded in Book No.I, Volume No.18, Pages from 188 to 213 being No.01833 for the year 2008.

AND WHEREAS by another Deed of Sale dated 24th June, 2008 the abovenamed Gouri Banerjee, Wife of Late Ramendra Nath Banerjee and Paltu Banerjee, Son of Late Ramendra Nath Banerjee sold transferred and conveyed free from all encumbrances to 1) Bijay Kumar Bhartia, Son of Shrawan Kumar Bhartia and 2) Sri Balaram Panja, Son of Late Kanta Chandra Panja at and for the consideration as mentioned in the said Deed of Sale **ALL THAT** piece and parcel of bastu land admeasuring an area of 71 Sq.ft. be the same more or less out of the total area of land measuring 850 Sq.ft. be the same more or less comprising in C.S. Plot No.139 appertaining to C.S. Khatian No.354 in Mouza – Baishnab Ghata, R.S. No.11, Touzi No.151, Municipal Premises No.12, Baishnabghata Bye Lane, Police Station Jadavpur, Ward No.100 within the limit of Kolkata Municipal Corporation, District – 24 Parganas (S) more fully described in the schedule therein referred to as the Said Property. The said Deed of Sale was registered in the office of the District Sub-Registrar –I, Alipore South 24 Paraganas and recorded in Book No.I, Volume No.121, Pages from 96 to 115 being No.01871 for the year 2008.

AND WHEREAS the said Bijay Kumar Bhartia and Balaram Panja duly mutated their name in the Assessment Registrar of the Kolkata Municipal Corporation in respect of the said property vide Assessee No.211000100540 and the Kolkata Municipal Corporation granted mutation in favour of said Bijay Kumar Bhartia and Balaram Panja in respect of the said premises being No. 12, Baishnabghata bye Lane, Ward No. 100 within the limit of Kolkata Municipal Corporation. The aforesaid total area of land measuring 850 Sq.ft. more fully described in the Schedule 'A-I' below therein and thereafter referred to as the Said Property.

AND WHEREAS One Sitala Kanta Chatterjee, Sishir Kumar Chatterjee and Satish Chandra Chatterjee were the Owners-in-Possession of **ALL THAT** piece and parcel of land measuring about 4 Cottahs, 7 Chittacks be the same more or less comprising in Mouza Baishnabghata, Khatian No.189 corresponding to Dag No.134 under Kolkata Municipal Corporation holding No. 36C Baishnabghata Bye Lane, Police Station previously Tollygunge, thereafter Jadavpur at present Patuli, J.L. No.28, pargana Khaspur, Sub Registry Office, Alipore in the District of 24 Parganas who had partitioned their property amicably between themselves by executing Deed of Partition in the year 1935 registered with the Alipore Sub Registrar Office and recorded in Book No.I, Volume No. 14 Pages from 162, being No.611 for the year 1935.

AND WHEREAS by virtue of the said Deed of Partition Sitala Kanta Chatterjee, the third part of the said Deed of Partition was allotted **ALL THAT** piece and parcel of land comprising in premises No. 36C, Baishnabghata Road which was described in Schedule 'B' of the said Deed of Partition and had been enjoying the said property free from all encumbrances.

AND WHEREAS the said Sitala Chandra Chatterjee died intestate leaving behind his son Santipada Chatterjee and Banamali Chatterjee as his legal heirs and successors in respect of the property left by him.

AND WHEREAS while the said Banamali Chatterjee and Santipada Chatterjee had been enjoying the said property free from all encumbrances, the said Banamali Chatterjee died intestate on 7.6.1985 leaving behind her wife Smt. Mamata Chatterjee and two daughters Smt. Manisha Chatterjee and Rupa Chatterjee as his legal heirs and successors in respect of his undivided 50% shares of the property left by him.

AND WHEREAS the said Santipada Chatterjee, Smt. Mamata Chatterjee, Smt. Monisha Chatterjee and Smt. Rupa Chatterjee while seized and possessed of and sufficiently entitled to as joint owner of the said property they by a Deed of Sale in Bengali vernacular bearing the date of 9th August, 1985, corresponding to 22nd Shraavan 1392 sold transferred and conveyed a portion of the said property containing an area of 2 Cottahs 3 Chittacks and 22 and ½ Sq.ft. as per physical measurement out of the total area of land of 4 Cottahs and 7 Chittacks with all easement right attached thereto free from all encumbrances to Smt. Krishna Banerjee, Wife of Sri Gorachand Banerjee at and for the valuation as mentioned in the said Deed of Sale. The said Deed of Sale was registered in the office of the sub- Registrar office at Alipore, District 24 Parganas (S) and recorded in Book No.I, Being No.6878 for the year 1985.

AND WHEREAS the said Smt. Krishna Banerjee duly mutated her name in the Assessment Registrar of the Kolkata Municipal Corporation in respect of the aforesaid property purchased by

her and the Kolkata Municipal Corporation granted mutation in favour of said Krishna Banerjee vide Assessee No. 211000301430 in respect of the said premises being No. 36C, Baishnabghata Road, Ward No. 100 within the limit of Kolkata Municipal Corporation as fully described in the Schedule 'B' therein.

AND WHEREAS by another Deed of Sale in Bengali Vernacular bearing the date of 9th August, 1985 corresponding to 24th Shraavan 1392 the said Santipada Chatterjee, Smt. Mamata Chatterjee, Smt. Manisha Chatterjee and Smt. Rupa Chatterjee Sold, transferred and conveyed **ALL THAT** piece and parcel of land containing an area of 2 Cottahs 3 Chittacks and 22 and ½ Sq.ft. as per physical measurement out of the total land are aof 4 Cottahs and 7 Chittacks comprising with premises no. 36C, Baishnabghata Road within the limit of Kolkata Municipal Corporation in favour of Smt. Rekha Banerjee, Wife of Sri Chinmoyee Banerjee. The said Deed of Sale was registered in the office of the Sub Registrar, Alipore, District South 24 Parganas and recorded in Book No.I, Volume No.119 Pages 108 to 117 being No.6877 for the year 1985.

AND WHEREAS the said Smt. Rekha Banerjee duly mutated her name in the Assessment Registrar of the Kolkata Municipal Corporation in respect of the aforesaid property purchased by her and the Kolkata Municipal Corporation granted mutation in favour of said Rekha Banerjee vide Assessee No. 211000307341 in respect of the said premises and the property of Smt. Rekha Banerjee has been renumbered as 36C/1, Baishnabghata Road, Ward No. 100 within the limit of Kolkata Municipal Corporation as fully described in the Schedule 'C' therein.

AND WHEREAS by virtue of the partition decree dated 9th May, 1972 passed by Sri B P Bose, Ld. Sub-Judge, 5th Court in Charge in partition Suit no. 128 of 1968, Indu Bhusan Banerjee, Son of Late Tara Prasanna Banerjee was allotted **ALL THAT** demarcated partition of plot no.7 as described in the schedule D-I of the said partition decree comprising with **ALL THAT** piece and parcel of land containing an area of 1086 Sq.ft. with structure made on roof and tiles standing thereto and duly mutated his name in respect of his said property with the Calcutta now Kolkata Municipal Corporation and the Kolkata Municipal Corporation granted mutation certificate to the said Indu Bhusan Banerjee in respect of the premises no.12 Baishnabghata Bye Lane, Police Station – the then Jadavpore at present Patuli, Kolkata – 700047.

AND WHEREAS by a Deed of Gift in Bengali Vernacular bearing the date of 20th June, 1986 corresponding to 5th Assar 1393 the said Indu Bhusan Banerjee Gifted transferred and conveyed the said property comprising with Municipal Premises No.12, Baishnabghata Bye Lane containing an area of 1086 Sq.ft. equivalent to 1 Cottahs, 8 Chittacks and 6 Sq.ft. more or less to Sri Gora Chand Banerjee and Sri Chinmoy Banerjee at and for the consideration as mentioned in the said Deed of Gift. The said Deed of Gift was registered in the office of the District Sub Registrar, Alipore at South 24 Parganas and recorded in Book No.1, being No.11738 for the year 1986.

AND WHEREAS the said Gorachand Banerjee and Chinmoy Banerjee duly mutated their name in the Assessment Registrar of the Kolkata Municipal Corporation in respect of the property purchased by them containing an area of 1 (One) Cottah 8(Eight) Chittacks and 6 (Six) Sq.ft. as per physical measurement and the Kolkata Municipal Corporation granted mutation in

favour of said Gorachand Banerjee and Chinmoy Banerjee and the said property of Gorachand Banerjee and Chinmoy Banerjee has been re-numbered as 12/4, Baishnabghata Bye Lane, vide Assessee No. 211000105513 as fully described in the Schedule 'D-I' therein.

AND WHEREAS by virtue of the said partition decree Nishibhusan Banerjee was allotted **ALL THAT** demarcated portion comprising with **ALL THAT** piece and parcel of land measuring about 1 Cottah 8 Chittacks (as per Physical Verification) be the same more or less who while had been enjoying the said property free from all encumbrances, he by a Deed of Sale dated 29.1.1974 registered with the Alipore Sub Registrar office and recorded in Book No.I, Volume No.27 Pages 37 to 41 Deed No.453 for the year 1974 sold transferred and conveyed the property to one Smt. Manu Banerjee who duly mutated her name in the Calcutta Municipal Corporation in respect of her purchased property and had been enjoying the same free from all encumbrances with all right to transfer in the mode of sale gift etc.

AND WHEREAS by a Deed of Sale dated 23rd February, 1979 the said Manu Banerjee sold transferred and conveyed the said property to Smt. Aruna Sarkar, wife of Sri Rabin Sarkar at and for the consideration as mentioned in the said Deed of Sale. The said Deed of Sale was registered in the office of the District Sub Registrar Office South 24 Parganas at Alipore and recorded in Book No.I, Volume No.15, Pages 177 to 184, for the year 1971.

AND WHEREAS the said Aruna Sarkar duly mutated her name in the office of the Kolkata Municipal Corporation and had been enjoying the said property free from all encumbrances by paying taxes to the Corporation in her own name.

AND WHEREAS by a Deed of Sale in Bengali vernacular bearing the date of 11th August, 1992 corresponding to 26th Shravan, 1399 the said Aruna Sarkar sold transferred and conveyed the said property containing an area of land measuring 1 Cottah and 8 Chittacks as per physical verification more or less being premises no.12/2, Baishnabghata Bye Lane in favour of Sri Gora Chand Banerjee and Sri Chinmoy Banerjee at and for the consideration as mentioned in the said Deed of Sale. The said Deed of Sale was registered in the office of the District Sub Registrar, Alipore South 24 Parganas and recorded in Book No. I, being No.13407 for the year 1992.

AND WHEREAS the said Gorachand Banerjee and Chinmoy Banerjee duly mutated their name in the Assessment Registrar of the Kolkata Municipal Corporation in respect of the property purchased by them containing an area of 1 (One) Cottah 8 (Eight) Chittacks as per physical measurement and the Kolkata Municipal Corporation granted mutation in favour of said Gorachand Banerjee and Chinmoy Banerjee and the said property of Gorachand Banerjee and Chinmoy Banerjee has been re-numbered as 12/2, Baishnabghata Bye Lane, vide Assessee No. 211000100564 as fully described in the Schedule 'D-II' therein.

AND WHEREAS by a Deed of Amalgamation dated 10th day of July,2012 the present Owners herein duly amalgamated their respective properties and became the joint owners of the amalgamated property being **ALL THAT** piece and parcel of Bastu land altogether measuring 15 (Fifteen) Cottahs 10 (Ten) Chittacks 1 (One) Sq.ft. be the same a little more or less with 600 (Six hundred) Sq.ft. R.T.S. situated at C.S. Plot No.139, 134 appertaining to C.S. Khatian No.354, 189 in Mouza Baishnab Ghata, R.S. No.11, Touzi No.151, Kolkata Municipal Corporation Premises No.12,

Baishnabghata bye lane (being the consolidated and amalgamated Premises Nos. 36C/1A Baishnabghata Road, 12 Baishnabghata Bye Lane, 36C Baishnabghata Road, 36C/1 Baishnabghata Road, 12/4 Baishnabghata Bye Lane and 12/2 Baishnabghata Bye Lane), Police Station the then Jadavpore at present Patuli, Ward No.100 within the limit of Kolkata Municipal Corporation, District 24 Parganas (S) with all easement rights including right to use common passage and the said Deed of Amalgamation was registered in the office of the Additional District Sub-Registrar, Alipore ,South 24 Parganas and was recorded in Book No. 1,Volume No. 25, Pages from 3467 to 3499 , Being No. 05777 for the year 2012.

AND WHEREAS the Vendors herein are seized and possessed of and otherwise well and sufficiently entitled to **ALL THAT** piece and parcel of Bastu land altogether measuring 15 (Fifteen) Cottahs 10 (Ten) Chittacks 1 (One) Sq.ft. be the same a little more or less with 600 (Six hundred) Sq.ft. R.T.S. comprising in Kolkata Municipal Corpration situated at Kolkata Municipal Corporation Premises No.12, Baishnabghata bye lane (after amalgamation), Police Station- Jadavpore at present Patuli, District 24 Parganas (S) and have been in absolute peaceful and uninterrupted possession of the said property more fully described in the First Schedule below and hereinafter referred to as the said property.

AND WHEREAS the Owners/Vendors herein duly mutated their name with the Kolkata Municipal Corporation in respect of the said premises being amalgamated Premises No.12, Baishnabghata bye lane at Mouza – Baishnabghata, Touzi No.- 151, within the limit of Kolkata Municipal Corporation, Police Station- the then Jadavpore at present Patuli, District-24 Parganas (South), and is in khas possession free from all encumbrances by paying tax to the Municipality in their own name.

AND WHEREAS the Owners/Vendors herein with a view to make construction of multistoried building for better utilisation of the property mentioned in the First Schedule below approached the above Developer for making construction of the proposed building in consideration as mutually agreed and settled between themselves in exchange of the said Property.

AND WHEREAS the Developer considering the bonafide approach of the Vendors, accepted the proposal and for maintaining good relation between the parties and for avoiding any dispute had entered into an agreement on 12th day of April, 2013 registered in the office of the Additional District Sub-Registrar, Alipore, South 24 Parganas and was recorded in Book No. I, C.D. Volume No. 12, Pages from 3632 to 3684, Being No. 02962 for the year 2013 with the said Owners/Vendors in respect of the Premises No.12, Baishnabghata bye lane, Police Station- the then Jadavpore at present Patuli, Ward No.100 within the limit of Kolkata Municipal Corporation, District- -24 Parganas (South), for making construction of one multistoried Building for better utilisation of the property mentioned in the First Schedule below according to the building Plan sanctioned by the Kolkata Municipal Corporation against the consideration mentioned therein in exchange of the said property and the said agreement shall hereinafter be referred to the said Development Agreement under the terms and conditions as mentioned therein.

AND WHEREAS the said Vendors duly executed a registered Power of Attorney on 12th day of April, 2013 registered with the Office of the Additional District Sub-Registrar, Alipore, South 24 Parganas and recorded in Book No. I, C.D. Volume No.12, pages from 3685 to 3702 being No.02963 for the year 2013 in favour of the abovenamed partners (1) Sri Balaram Panja and (2) Sri Bijay Kumar Bhartia, empowering them to do all acts, deeds and things in relation to causing development of the said land and for causing construction of a high rise building thereon and to sell such constructed spaces of the said building in favour of intending buyer or buyers and to receive consideration money therefore and to do all acts, deeds and things related thereto for and on behalf of them.

AND WHEREAS by a Deed of Gift made on 18th June, 2013 the Vendors gifted, transferred and conveyed a strip of land measuring about 45.109 Sq. Mtr. of the said premises in favour of Kolkata Municipal Corporation. The said Deed of Gift was registered in the office of the Additional District Sub-Registrar Alipore South 24 Parganas and recorded in Book No.I, CD Volume No. 20, Page from 2883 to 2896, being No.04882 for the year 2013.

AND WHEREAS by another Deed of Gift made on 18th June, 2013 the Vendors gifted, transferred and conveyed a strip of land measuring about 2.88 Sq. Mtr. of the said premises in favour of Kolkata Municipal Corporation. The said Deed of Gift was registered in the office of the Additional District Sub-Registrar Alipore South 24 Parganas and recorded in Book No.I, CD Volume No. 20, Page from 3148 to 3161, being No.04884 for the year 2013.

AND WHEREAS the Vendors at the cost and expenses and through the Developer submitted a Building Plan for construction of masonry building to the Kolkata Municipal Corporation and the said Building Plan was duly sanctioned by the Kolkata Municipal Corporation Vide No. 2013100222 dated 13.12.2013.

AND WHEREAS the said Gora Chand Banerjee died intestate on 18/04/2018 leaving behind him his wife Krishna Banerjee, one son Sounak Banerjee and one daughter Poulami Banerjee in respect of the property left by him and the said Legal heirs have become the Joint Owner of the Property.

AND WHEREAS in view of the above it is required to enter and execute a Supplementary Development Agreement cum Power of Attorney dated 20th day of July, 2018 between the existing owners in respect of the First schedule mentioned properties by incorporating the name of Krishna Banerjee (already is in record), Sounak Banerjee and Poulami Banerjee as the Owners in place of Gora Chand Banerjee, the deceased abovenamed keeping therein the said terms and conditions in toto to the Principal Development Agreement dated 12th day of April, 2013.

AND WHEREAS upon consequence of the death of Gora Chand Banerjee, the earlier registered Power of Attorney dated 12th day of April, 2013 would have no force and hence the Present Owners as Executants hereby execute a fresh Power of Attorney in favour of said M/S Pranshu Construction to avoid any irregularities and/or discrepancies as may cause to the death of Gora Chand Banerjee. The said Supplementary Development Agreement cum Power of Attorney was registered in the Office of the Additional District Sub-Registrar, Alipore, South 24

Parganas and was recorded in Book No. I, Volume No. 1605-2018, Pages from 154555 to 154600, Being No.160504826 for the year 2018.

AND WHEREAS as per the provisions made in the said agreement and Power of Attorney the Developer hereto have been, inter-alia, empowered to book various units and/or spaces comprising the said proposed building, to enter into agreement for sale and to receive money towards consideration for sale of such spaces and/or from the perspective buyer/buyers thereof and to transfer or sell such constructed spaces of the said building in favour of intending buyer or buyers and to receive consideration money from them on behalf of Owners/Vendors.

AND WHEREAS the Purchasers have already taken inspection of title to the said premises and sanctioned building plan and on being prima-facie satisfied as to the right title and interest of the Owners as well the Confirming Party in the said premises in regard to the right to cause construction of building on the said premises have entered into agreement for sale under certain terms and conditions stipulated in the said Agreement.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED by and between the parties hereto as follows:

ARTICLE -I: DEFINITION

1. **LANDOWNERS** shall mean **SRI CHINMOY BANERJEE, PAN – ADVPB8312L**, Son of Late Indubhusan Banerjee, by occupation - Advocate, residing at 12/1, Baishnabghata Bye Lane, Post Office - Naktala, Police Station – the then Jadavpur at present Patuli, Kolkata – 700 047, **2) SMT. KRISHNA BANERJEE, PAN – ACZPB8977A**, Wife of Late Gora Chand Banerjee, by Occupation – Retired, residing at P-133, Usha Park, Suvada, Block –C, Flat No.8, Post Office – Garia, Police Station – Bansdroni, Kolkata-700084, **3) SRI SOUNAK BANERJEE, PAN- AMSPB0226B**, Son of Late Gora Chand Banerjee, by Occupation - Service, residing at P- 133, Usha Park, Suvada Apartment, Block –C, Flat No. 8, Post Office – Garia, Police Station – Bansdroni, Kolkata - 700084, **4) SMT. POULAMI BANERJEE, PAN- AQPPB0840G**, Wife of Mr. Uddipta Seal, Daughter of Late Gora Chand Banerjee, by Occupation- Housewife, residing at P-133, Usha Park, Suvada Apartment, Block –C, Flat No. 8, Post Office – Garia, Police Station – Bansdroni, Kolkata- 700084, **5) SMT. REKHA BANERJEE, PAN – AEEP8761P**, Wife of Sri Chinmoy Banerjee, by Occupation – House Wife, residing at 12/1, Baishnabghata Bye Lane, Post Office - Naktala, Police Station - the then Jadavpur at present Patuli, Kolkata – 700047, **6) SRI BIJAY KUMAR BHARTIA, PAN – AEAPB6491G** Son of Shrawan Kumar Bhartia, by occupation – Business, residing at 99, Sitaram Ghosh Street, Post Office and Police Station –Amherst Street, Kolkata – 700 009 and **7) SRI BALARAM PANJA, PAN – AFKPP4009D**, Son of Late Kanta Charan Panja, by occupation – Business, residing at 100/2, Rabindra Sarani, Post Office –

Bhattanagar, Police Station - Liluah, District – Howrah, Pin – 711 204, all by faith – Hindu, all by Citizen – Indian, and their executors, administrators, successors-in-interest and assigns.

2. **THE DEVELOPER** shall mean M/s Pranshu Construction, a Partnership Firm constituted under the Indian Partnership Act, 1932 having its Office at 99, Sitaram Ghosh Street, Post Office and Police Station – Amherst Street, Kolkata-700009, and its Partners and each of their heirs, executors, administrators, legal representatives, successors and assigns.

3. **LAND** shall mean the amalgamated Premises No.12, Baishnabghata bye lane, Police Station - Jadavpore at present Patuli, District-24 Parganas (South), containing an area of 15 (Fifteen) Cottahs 10 (Ten) Chittacks 1 (One) Sq.ft within Ward No. 100 of the Kolkata Municipal Corporation the same shall be known numbered called distinguished (more fully and particularly described in the First Schedule hereunder written) and shall hereinafter be called the said premises.

4. **BUILDING** shall mean the building now being constructed or intended to be constructed on the said premises in accordance with the building plan sanctioned by the Kolkata Municipal Corporation and the same being hereinafter referred to as the said building being named as **“KAILASH PUSHPA APARTMENT”**.

5. **BUILDING PLAN** shall mean the plan or plans and/or revised plan or plans sanctioned by Kolkata Municipal Corporation vide No. 2013100222 dated 13.12.2013.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for Sale at _____ (city/town name) 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) Signature _____

Name _____

Address _____

(2) Signature _____

Name _____

Address _____

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Promoter:

(1) Signature_____

Name_____

Address_____

At _____ on _____ in the presence of:

WITNESSES:

(1) Signature_____

Name_____

Address_____

(2) Signature_____

Name_____

Address_____

SCHEDULE 'A' — PLEASE INSERT DESCRIPTION OF THE [APARTMENT/PLOT] AND TILE GARAGE/ COVERED PARKING (IF APPLICABLE) ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS

SCHEDULE 'B' — FLOORPLAN OF THEAPARTMENT

SCHEDULE 'C' — PAYMENT PLAN

SCHEDULE 'D'— SPECIFICATIONS,AMENITIES,FACILITIES(WHICH ARE PART OF THEAPARTMENT/ PLOT)

SCHEDULE 'E' — SPECIFICATIONS, AMENITIES. FACILITIES (WHICH ARE PART OF THE PROJECT)