

6B

AGREEMENT FOR SALE

This Agreement for Sale ("Agreement") executed on this _____ day of _____ 2019-, By and Between

BETWEEN

- 1) **SNIGDHANEER CONSTRUCTION** (Pan No.AAMFS 1844E)of Tribeni Apartment, Garia Main Road, Kolkata – 700084,partners namely Sri.Bijan Bhattacharjee, Biman Bhattacharjee, Bidhan Bhattacharjee & Bipul Bhattacharjee,
- (2) **SRI.BIJAN BHATTACHARJEE**,(Pan No.,AHEPB 0194M) (Mobile Nos. 9836029301)
- (3) **SRI. BIMAN BHATTACHARJEE**, (Pan No.AELPB 8208C) (Mobile No 9831077323)
- (4)**SRLBIDHAN BHATTACHARJEE** ,(Pan No.AEPPB 0666Q)(Mobile No 9631658035)
- (5) **SRI. BIPUL BHATTACHARJEE**,(Pan No AEGPB 1857E) (Mobile No 9831799994)
- (2,3,4,& 5) all sons of Late Bimal Bhattacharjee
- (6) **SMT. SUKLA BHATTACHARJEE**, W/o Sri.Bijan Bhattacharjee (Pan No AEFPB 6185G) (Mobile No 9836029301)
- (7) **SMT. KALPANA BHATTACHARJEE**, W/o Sri. Biman Bhattacharjee,(Pan No ADHPB 5103F) (Mobile No 9831799995)
- (8) **SMT.SHRABANTI BHATTACHARJEE** W/o Bipul Bhattacharjee, (Pan No ACNPC 6932E) (Mobile No 98310799994)
- (9) **MISS. MOUMITA BHATTACHARJEE**,D/o Sri.Bijan Bhattacharjee,(Pan No ANXPB 3089Q) (Mobile No 9836029301)
- (10) **MISS. SANCHITA BHATTACHARJEE**, D/o Sri. Biman Bhattacharjee (Pan No BIQPB 0259K) (Mobile No 7044068995) (2 & 10) all by faith Hindu and all are residing at Kalyani Villa,Opposite Yuba Tirtha Club,Beside Srishti Apartment, Madhya Fartabad, E.M. Bye Pass , P.O.Garia, P.S.Sonarpur, Dist. 24 – Parganas (s) Kolkata – 700084,District South - 24 Paraganas .
- 11) **SRI BECHULAL MONDAL**,(Pan No DCTPM 5470G) (Mobile No 9433526708) son of Late Kali Charan Mondal residing at Balia, Garia, Kolkata – 700084.
- (12) **SRI. PREMANGSHU MONDAL**,(Pan No ACLPM 4513D) (Mobile No 9869057512)
- (13) **SRI DEBANGSHU MONDAL**,(Pan No AMEPM 2064N) (Mobile No 9433108991)
- (14) **SRI HIMANGSHU MONDAL**, (12,13, &14) all sons of Sri Bechulal Mondal residing at Balia, West , Kolkata – 700084. (Pan No AHXPM 7237M) (Mobile No 8583042743)
- (15) **SMT. LATIKA MONDAL** ,(Pan No BEOPM 9593M) (Mobile No 9038485286) daughter of Sri. Bechulal Mondal ,wife of Sri Bibekananda Mondal residing at Fartabad Garia,Kolkata – 700084.
- (16) **SRI. DILIP MONDAL**,(Pan No.BEOPM 2019A) (Mobile No 9007018753/7044116153)
- (17) **SRI TAPAN MONDAL**(Pan No CTUPM 9574Q) (Mobile No 983068914)
- (18) **SRI SWAPAN MONDAL** (Pan No CZGPM 0850D) (Mobile No 9830638914)
- (19) **SRI KRISHNADHAN MONDAL**, (16,17,18 &19) all sons of Late Panchanan Mondal all are residing at West Balia, Garia, Kolkata – 700084 (Pan No CNEPM 2638D) (Mobile No 9051140708)
- (20) **SRI.PATIT PABAN MONDAL**, son of Late Sudash Chandra Mondal residing at Balia, Garia, Kolkata –700084.(Pan No CUAPM 9099P) (Mobile No 9830638914)

(21) **SRI. KAMALESH GOBINDA SEN**, S/o Late Sitesh Gobinda Sen residing at West Balia, Garia, P.S.Sonarpur, Dist. 24 – Parganas (s), Kolkata – 700084.(Pan No AKRPS 9256M) (Mobile No 9903150821)

(22) **SMT.BABY MONDAL**(Pan No.AMXPM 3032F) (Mobile No 9869057512) wife of Sri. Premangshu Mondal , by faith Hindu, by occupation – House wife, residing at Balia West, P.S.Sonarpur, 24 Parganas South, Kolkata – 700084

(23) **SMT.SUPRAVA MONDAL** (PAN NO.AZPM4238G) (Mobile No 9433108991) wife of Sri.Debangshu Monda , by faith Hindu, by occupation House wife, residing at Balia West, P.O.Garia, P.S.Sonarpur, 24 Parganas South, Kolkata – 700084.

(24)**SMT. ARATI CHATTERJEE**,(Pan No BMMPC 5622Q) (Mobile No 9800464858) W/o late Gourangadeb Chatterjee residing at Balia, Garia, Kolkata – 700084.OWNERS (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective heirs, executors, administrators representatives and assignees) of the party of **FIRST PART**. The Owners have granted a registered power of attorney vide Nos.2640/2007, 2307/2008, 110/2012, 2311/2008, 2312/2008, 499/2012 and 561/2018 in favour of Sri.Biman Bhattacharjee and Sri.Bidhan Bhattacharjee, both sons of Late Bimal Bhattacharjee, and residing at Kalyani Villa ,Opposite Yuba Tirtha Club, Beside Sristi Appartment, Madhya Fartabad, E.M. Bye-Pass P.O. Garia, P.S.Sonarpur, District South 24 Paraganas ,Kolkata 700084

AND

M/S. SNIGDHANEER CONSTRUCTION, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at Tribeni Apartment, Garia Main Road, P.O. Garia, P.S.Sonarpur, Kolkata - 700084, (Pan No.AAMFS 1844E), represented by its authorized Partner 1) Sri. Bijan Bhattacharjee (Aadhar No.946048811451) (2) Sri.Biman Bhattacharjee (Aadhar no. 818581662551) (3) Sri.Bidhan Bhattacharjee (Aadhar No.713940855708) and (4) Sri. Bipul Bhattacharjee (Aadhar No.543909868568) 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

(1)**SRI** (Adhar No.) S/o **SRI** aged aboutby occupation , by faith (Pan No.) & (2) **SMT.** (Adhar No.) W/o **SRI** aged aboutby occupation , by faith (Pan No.) both residing at 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 an assigns).

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

Note: For the purpose of this Agreement for Sale, unless the context otherwise requires,-(a) "Act" means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016);

(b) "appropriate Government" means the Central Government;

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 Partner

- (c) "Rules" means the Real Estate (Regulation and Development) (General) Rules, 2016 made under the Real Estate (Regulation and Development) Act, 2016;
- (d) "Regulations" means the Regulations made under the Real Estate (Regulation and Development) Act, 2016; (e) "section" means a section of the Act.

WHEREAS owners and individually lawful size and possess L.R.Dag No.196,200,192,195,199,201,201/909, and L.R.Khatiyani Nos136, 295,459,484 ,1260 1353, 1354,1355,1356,1357,1358,1359,1360,1361,1362,1363,1364, 1365,1594,1595,1596,1597,1598 1599,1600.00 of or otherwise well and sufficiently entitled to all that measuring more or less 171 decimals out of 174.43 decimals.

WHEREAS owners are lawfully seized and possessed of or otherwise well and sufficiently entitled to all that measuring more or less 171 decimals out of 174.43 decimals (the split up of the land being :-8 decimals of Danga Land of C.S.Dag No.221, R.S.Dag No.230, L.R.Dag No.201/909, R.S.Khanda Khatiyani No.281, coming from Khatiyani No.32, + 56 decimals of bastu land of C.S.Dag No.222, R.S.Dag No.231, L.R.Dag No.201, R.S.Khanda Khatiyani No.281, coming from Khatiyani No.32, + 44.5 decimals out of 89 decimals of bastu land of R.S.Dag No.232, L.R.Dag No.200, R.S.Khatiyani No.33 + 15 decimals of Danga land of R.S.Dag No.92, L.R.Dag No.199, R.S.Khanda Khatiyani No.285, coming from Khatiyani No.56 + 6.662 decimals equivalent to more or less 4 Cottahs 22 Sq.ft.out of 50 decimals of Danga land of R.S.Dag No.95, L.R.Dag No.190 R.S.Khanda Khatiyani No.285, coming from Khatiyani No.56, + 2.686 decimals equivalent to more or less 1 Cottah 10 Chattak out of 6 decimals of Danga land of R.S.Dag No.90, L.R.Dag No.194, R.S.Khanda Khatiyani No.285, coming from Khatiyani No.56, + 2.272 decimals equivalent to more or less 1 Cottah 6 Chattaks of Danga land out of 4 decimals of R.S.Dag No.91,L.R.Dag No.195, R.S.Khanda Khatiyani No.285, coming from Khatiyani No.56, + 2.350 decimals equivalent to 1 Cottah 6 Chattaks 34 sq.ft. out of 23 decimals danga land of R.S.Dag No.93, L.R.Dag No.192, R.S.Khanda Khatiyani No.285, coming from Khatiyani No.56, + 19.48-decimals out of 35 decimals of bastu land of R.S.Dag No.88, L.R.Dag No.196, R.S.Khanda Khatiyani No.285, coming from Khatiyani No.56.) situated and lying at Mouza-Balia, J.L.No.46, P.S. & A.D.S.R. office at Sonarpur, R.S.No.30, Touzi No.274,Pargana-Medanmolla, comprising in R.S. Dag Nos. 88, 90, 91, 92, 93, 95, 230, 231 & 232, L.R.Dag Nos.196, 194, 195, 199, 192, 190, 201/909, 201 & 200, appertaining to R.S.Khanda Khatiyani No.285, coming from Khatiyani No.56, R.S.Khanda Khatiyani No.281, coming from Khatiyani No.32 & 33, and 4.180 decimals of Danga Land of C.S.Dag No.78, R.S.Dag No.88, L.R.Dag No.196, R.S.Khanda Khatiyani No.285, coming from Khatiyani No.56,+ 7.3 decimals of Danga land of R.S.Dag No.93, L.R.Dag No.192, R.S.Khanda Khatiyani No.285, coming from Khatiyani No.56 + 4 decimals equivalent to more or less 2 Cottahs 8 Chattaks out of 50 decimals of Danga land of R.S.Dag No.95, L.R.Dag No.190 R.S.Khanda Khatiyani No.285, coming from Khatiyani No.56,) situated and lying at Mouza-Balia, J.L.No.46, P.S. & A.D.S.R. office at Sonarpur, R.S.No.30, Touzi No.274, Pargana-Medanmolla, comprising in R.S. Dag Nos. 88, 93 & 95, L.R.Dag Nos.196, 192 & 190 appertaining to R.S.Khanda Khatiyani No.285, coming from Khatiyani No.56, Ward No.01 under Rajpur-Sonarpur Municipality, P.S.Sonarpur, District-South 24-Parganas (hereinafter called and referred to as the said premises) particularly described in the Schedule hereunder written

ENGINEER IN CHARGE


AND WHEREAS One Kalicharan Mondal, son of Ram Narayan Mondal executed a deed of Bengali Kbulati on 12/5/1943 regarding the 2/3rd share i.e. 94 decimals of land out of 141 decimals ((the split up of the land being :-29 decimals C.S.Dag No.48 + 9 decimals of C.S.Dag No.62 + 18 decimals of C.S.Dag No.63 +16 decimals of C.S.Dag No.68 + 13 decimals of C.S.Dag No.71 + 35 decimals of C.S.Dag No.78 + 10 decimals of C.S.Dag No.80 + 8 decimals of C.S.Dag No.405+ 1 decimals of C.S.Dag No.407) of C.S.Khatiyon No.116+ 10 decimals of C.S.Dag No.69, C.S.Khyatian No.146} of Balia Mouza, J.L.No.46 infavour of Adhar Chandra Sardar, Ramkrishna Sardar, Bhusan Chandra Sardar & Ambika Charan Sardar all sons of Late Khelaram Sardar. Kishori Mohan Sardar & Hrishikesh Sardar, both sons of Late Dhiraj Chandra Sardar. Durga Das sardar, Atul Krishna Sardar, Jitendra Nath Sardar, Bhabendra Nath Sardar & Santosh Kumar Sardar, all sons of Late Kritibas Sardar, registered at S.R.Baruipur office and recorded in Book No.I,Volume No.33, pages-31-33, being No.2916 for the year 1943.

AND WHEREAS One Pravabati Devi, wife of Late Hrishikesh Majumder and Durgacharan Majumder, son of Late Hrishikesh Majumder sold, transferred and conveyed the land measuring 46 decimals (the split up of the land being :-10 decimals out of 29 decimals of C.S.Dag No.48 +03 decimals out of 9 decimals of C.S.Dag No.62+13 decimals out of 18 decimals of C.S.Dag No.63 +2 decimals out of 6 decimals of C.S.Dag No.68 +6 decimals out of 13 decimals of C.S.Dag No.71+12 decimals out of 35 decimals of C.S.Dag No.78) of C.S.Khatiyon No.116, of Balia Mouza, J.L.No.46 on 22/11/1944 to Sri Bijoy Krishna Mondal and Sri Kali Charan Mondal, both sons of Late Ram Narayan Mondal, registered at S.R.Baruipur office and recorded in Book No.I, Volume No.60, Pages-232-234, being No.5443 for the year 1944.

AND WHEREAS the One Adhar Chandra Sardar, Ramkrishna Sardar, Bhusan Chandra Sardar & Ambika Charan Sardar all sons of Late Khelaram Sardar. Kishori Mohan Sardar & Hrishikesh Sardar, both sons of Late Dhiraj Chandra Sardar. Durga Das sardar, Atul Krishna Sardar, Jitendra Nath Sardar, Bhabendra Nath Sardar & Santosh Kumar Sardar, all sons of Late Kritibas Sardar jointly also sold, transferred and conveyed the danga land measuring 8 decimals out of 35 decimals in C.S.Dag No.78, R.S.Dag No.88, C.S.Khatiyon No.116, R.S.Khatiyon No.56 of Balia Mouza, J.L.No.46 on 19/8/1958 to Sudhir Kumar Ghosh, Sunil Kumar Ghosh, both sons of Haripada Ghosh, registered at S.R.Baruipur office and recorded in Book No.I, Volume No.63, Pages-296 to 299, being No.6687 for the year 1958.

AND WHEREAS the said Adhar Chandra Sardar, Ramkrishna Sardar, Bhusan Chandra Sardar & Ambika Charan Sardar all sons of Late Khelaram Sardar, Kishori Mohan Sardar & Hrishikesh Sardar, both sons of Late Dhiraj Chandra Sardar, Durga Das Sardar, Atul Krishna Sardar, Jitendra Nath Sardar, Bhabendra Nath Sardar & Santosh Kumar Sardar, all sons of Late Kritibas Sardar jointly sold, transferred and conveyed the danga land measuring 10 decimals out of 25 decimals out of 35 decimals in C.S.Dag No.78, R.S.Dag No.88, C.S.Khatian No.116, R.S.Khatian No.56 of Balia Mouza, J.L.No.46 on 19/8/1958 to SRI NANDALAL BASU, son of Late Phanindra Nath Basu and SMT. DURGARANI BASU, wife of Bankim Chandra Basu, registered at S.R.Baruipur office and recorded in Book No.I,Volume No.82, Pages- 1 to 4, being No.6688 for the year 1958.

AND WHEREAS the said Adhar Chandra Sardar, Ramkrishna Sardar, Bhusan Chandra Sardar & Ambika Charan Sardar all sons of Late Khelaram Sardar, Kishori Mohan Sardar & Hrishikesh Sardar, both sons of Late Dhiraj Chandra Sardar, Durga Das sardar, Atul Krishna

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Sardar, Jitendra Nath Sardar, Bhabendra Nath Sardar & Santosh Kumar Sardar, all sons of Late Kritibas Sardar jointly also sold, transferred and conveyed the danga land measuring 8 decimals out of 35 decimals in C.S.Dag No.78, R.S.Dag No.88, C.S.Khatiyani No.116, R.S.Khatiyani No.56 of Balia Mouza, J.L.No.46 on 19/8/1958 to SMT. KAMALA BALA SARKAR, wife of Sudhir Kumar Sarkar, registered at S.R.Baruiipur office and recorded in Book No.I, Volume No.76, Pages-116 to 119, being No.6691 for the year 1958.

AND WHEREAS the said Adhar Chandra Sardar, Ramkrishna Sardar, Bhusan Chandra Sardar & Ambika Charan Sardar all sons of Late Khelaram Sardar, Kishori Mohan Sardar & Hrishikesh Sardar, both sons of Late Dhiraj Chandra Sardar, Durga Das sardar, Atul Krishna Sardar, Jitendra Nath Sardar, Bhabendra Nath Sardar & Santosh Kumar Sardar, all sons of Late Kritibas Sardar jointly also sold, transferred and conveyed the danga land measuring 9 decimals out of 35 decimals in C.S.Dag No.78, R.S.Dag No.88, C.S.Khatiyani No.116, R.S.Khatiyani No.56 of Balia Mouza, J.L.No.46 on 19/8/1958 to SMT. GOURI PROVA BASU, wife of Pankaj Kumar Basu, registered at S.R.Baruiipur office and recorded in Book No.I, Volume No.76, Pages-195 to 198, being No.6694 for the year 1958.

AND WHEREAS thus the said SRI NANDALAL BASU, son of Late Phanindra Nath Basu, SMT. DURGARANI BASU, wife of Bankim Chandra Basu, SMT. KAMALA BALA SARKAR, wife of Sudhir Kumar Sarkar, and SMT. GOURI PROVA BASU, wife of Pankaj Kumar Basu, became the absolute owners of the land measuring more or less 27 decimals out of 35 decimals in C.S.Dag No.78, R.S.Dag No.88 of C.S.Khatiyani No.116, R.S.Khanda Khatiyani No.285, coming from Khatiyani No.56 of Balia Mouza, J.L.No.46, P.S.Sonarapur, District-South 24-Parganas.

AND WHEREAS the said Sri Nandalal Basu and Smt. Durga Rani Basu sold the land measuring more or less 1 Cottah 12 Chattaks equivalent to more or less 2.892 decimals out of 10 decimals in C.S.Dag No.78, R.S.Dag No.88, C.S.Khatiyani No.116, R.S.Khanda Khatiyani No.285 coming from Khatiyani No.56 of Balia Mouza, J.L.No.46 on 14/8/1989 to Smt. Sabita Mondal, wife of Piru Mondal, registered at Sonarpur A.D.S.R. Office and recorded in Book No.I, Volume No.105, Pages- 158 to 163, being No.5338 for the year 1989.

AND WHEREAS the said Smt. Sabita Mondal sold the land measuring more or less 1 Cottah 12 Chattaks equivalent to more or less 2.892 decimals in C.S.Dag No.78, R.S.Dag No.88, C.S.Khatiyani No.116, R.S.Khanda Khatiyani No.285 coming from Khatiyani No.56 of Balia Mouza, J.L.No.46 on 15/3/2012 to SMT. MOUMITA BHATTACHARJEE and SMT. SANCHITA BHATTACHARJEE, Donee Nos. 3 & 4 herein, registered at Sonarpur A.D.S.R. office and recorded in Book No.I, C.D. Volume No.10, Pages- 5784 to 5758, being No.3477 for the year 2012,

AND WHEREAS the said Smt. Durga Rani Basu and Smt. Kamala Bala Sarkar jointly sold the land measuring 9 decimals out of 11.554 decimals in Dag No.C.S.78, R.S.Dag No.88 on 12/8/2011 to M/S. SNIGDHANEER CONSTRUCTION, a partnership firm, registered at D.S.R.-IV, Alipore and recorded in Book No.I, C.D. Volume No. . Pages-154 to 169, being No.6216 for the year 2011,

AND WHEREAS the said Smt. Gouriprava Basu sold the land measuring 9 decimals in Dag No.C.S.78, R.S.Dag No.88, C.S.Khatiyani No.116, R.S.Khanda Khatiyani No.285 coming from Khatiyani No.56 on 19/4/1985 to Sri Pradip Kumar Chakraborty, registered at Sonarpur

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A.D.S.R.office and recorded in Book No.I, Volume No.23, Pages- 450 to 455, being No.1844 for the year 1985.

AND WHEREAS the said Sri Pradip Kumar Chakraborty sold the land measuring 3.3 decimals equivalent to more or less 2 Cottahs out of 9 decimals in Dag No.C.S.78, R.S.Dag No.88, C.S.Khatyan No.116, R.S.Khanda Khatyan No.285 coming from Khatyan No.56 on 10/5/1985 to Sri Dilip Ranjan Saha registered at Sonarpur A.D.S.R.office and recorded in Book No.I, Volume No.4, Pages- 138 to 144, being No.2360 for the year 1985.

AND WHEREAS the said Sri Pradip Kumar Chakraborty sold the land measuring 3.3 decimals equivalent to more or less 2 Cottahs out of 9 decimals in Dag No.C.S.78, R.S.Dag No.88, C.S.Khatyan No.116, R.S.Khanda Khatyan No.285 coming from Khatyan No.56 on 10/5/1985 to Sri Swapan Saha registered at Sonarpur A.D.S.R.office and recorded in Book No.I, Volume No.4, Pages- 131 to 137, being No.2359 for the year 1985.

AND WHEREAS the said Sri Dilip Ranjan Saha sold the land measuring 3.3 decimals equivalent to more or less 2 Cottahs in Dag No.C.S.78, R.S.Dag No.88, C.S.Khatyan No.116, R.S.Khanda Khatyan No.285 coming from Khatyan No.56 executed on 21/12/2009 and completion on 8/1/2010 to Smt. Sova Ganguly,(Donee No.1 herein) registered at Sonarpur A.D.S.R.office and recorded in Book No.I, C.D.Volume No.1,Pages-2327 to 2339, being No.137 for the year 2010.

AND WHEREAS the said Sri Swapan Saha sold the land measuring 3.3 decimals equivalent to more or less 2 Cottahs in Dag No.C.S.78, R.S.Dag No.88, C.S.Khatyan No.116, R.S.Khanda Khatyan No.285 coming from Khatyan No.56 executed on 29/8/2006 and completion in 2010 to Santi Ganguly, registered at Sonarpur A.D.S.R.office and recorded in Book No.I, C.D.Volume No.26,Pages-1476 to 1492 being No.10367 for the year 2010.

AND WHEREAS the said Sri Santi Ganguly sold his land measuring 2 cottahs equivalent to more or less 3,3 decimals in Dag No.C.S.78, R.S.78 of Balia Mouza and Smt. Sova Ganguly(Donee No.1 herein) sold the land measuring 10 Chattaks 17 Sq.ft. equivalent to more or less 1.072 decimals out of 3.3 decimals in C.S.Dag No.78, R.S.Dag No.88 of Balia Mouza, J.L.No.46 on 12/8/2011 to SRI BIMAN BHATTACHARJEE, SRI BIDHAN BHATTACHARJEE, SRI BIJAN BHATTACHARJEE AND SRI BIPUL BHATTACHARJEE registered at D.S.R.-IV, Alipore and recorded in Book No.I, C.D.Volume No.21, Pages- 867 to 886, being No.6221 for the year 2011.

AND WHEREAS Sova Ganguly said 5 Satak Land equivalent 3 Cottahs in R.S.Dag No.88 purchased from Dilip Ranjan Saha by way of deed No. 137 of 2010 and she transfer this land to Bidhan Bhattacharjee by way of Deed no.9443 in the year 2014,Book No .I. Volume No 20.

AND WHEREAS the said Nandalal Basu , Smt. Durga Rani Basu and Smt. Kamala Bala Sarkar jointly sold the land measuring more or less 3 Cottahs 10 Chattaks 6 Sq.ft. equivalent to more or less 6.108 decimals executed on 5/4/2008 and completion on 16/6/2010 to M/S. SNIGDHANEER CONSTRUCTION, a partnership firm, registered at A.R.A.I,Kolkata and recorded in Book No.I, C.D.Volume No.14, Pages- 7801to 7818 being No.5860 for the year 2010,

AND WHEREAS the said Kalicharan Mondal and Sri Bijoy Krishna Mondal were seized and possessed of or otherwise well and sufficient entitle to all that piece and parcel of danga land measuring 8 decimals (the split up of the land being :- 6 decimals out of 13 decimals of C.S.Dag No.68, R.S.Dag No.90 + 4 decimals out of 6 decimals of C.S.Dag No.71, R.S.Dag No.91) of C.S.Khatiyon No.116, R.S.Khanda Khatiyon No.285 coming from Khatiyon No.56 of Balia Mouza, as per Revisional settlement records of right.

AND WHEREAS after the death of Bijoy Krishna Mondal, his heirs sold their share of land in C.S.Dag No.68 & 71, R.S.Dag No.90 & 91.

AND WHEREAS after the death of Kalicharan Mondal, his heirs executed a partition deed in 1967 at S.R.Baruiপুর office and recorded in Book No.I, being No.3496 for the year 1967, after partition, the Sri Monoranjan Mondal, heirs of Late Kalicharan Mondal got the land measuring 8 decimals (the split up of the land being :- 6 decimals out of 13 decimals of C.S.Dag No.68, R.S.Dag No.90 +2 decimals out of 6 decimals of C.S.Dag No.71, R.S.Dag No.91) of C.S.Khatiyon No.116, R.S.Khanda Khatiyon No.285 coming from Khatiyon No.56 of Balia Mouza,

AND WHEREAS the said Monoranjan Mondal sold the land measuring 8 decimals on 15/5/1981 to Subodh Ch. Kundu, registered at S.R.Sonarpur office and recorded in Book No.I, Volume No.39, Pages- 154 to 156, being No.2435 for the year 1981.

AND WHEREAS the said Subodh Ch, Kundu sold the land measuring 3 Cottahs (the split up of the land being :- 1 Cottah 10 Chattaks out of 6 decimals in R.S.Dag No.90 + 1 Cottahs 6 Chattaks in R.S.Dag No.91) on 14/6/1985 to Smt. Arati Das Gupta, at Sonarpur A.D.S.R..office and recorded in Book No.I, Volume No.40, Pages- 297 to 304, being No.3214 for the year 1985.

AND WHEREAS the said Smt. Arati Das Gupta sold the land measuring 3 Cottahs (the split up of the land being :- 1 Cottah 10 Chattaks out of 6 decimals in R.S.Dag No.90 + 1 Cottahs 6 Chattaks in R.S.Dag No.91) on 28/2/2000 to Sri Swapan Sarkar, at D.S.R.-IV, Alipore..office and recorded in Book No.I, Volume No.19, Pages-195 to 204, being No.684 for the year 2000.

AND WHEREAS the said Swapan Sarkar sold the land measuring 3 Cottahs (the split up of the land being :- 1 Cottah 10 Chattaks out of 6 decimals in R.S.Dag No.90 + 1 Cottahs 6 Chattaks in R.S.Dag No.91) on 7/5/2010 to SMT. SUKLA BHATTACHARJEE, SMT. KALPANA BHATTACHARJEE and SMT SHRABANTI BHATTACHARJEE , herein , registered at D.S.R.-IV, Alipore .office and recorded in Book No.I, Volume No.13 Pages-666 to680, being No.3533 for the year 2010.

AND WHEREAS thus the said SMT. SUKLA BHATTACHARJEE, SMT. KALPANA BHATTACHARJEE and SMTSHRABANTI BHATTACHARJEE, herein became the absolute owners of the land measuring 3 Cottahs(the split up of the land being :- 1 Cottahs 10 Chattaks out of 6 decimals in R.S.Dag No.90 + 1 Cottahs 6 Chattaks in R.S.Dag No.91), C.S.Khatiyon No.116, R.S.Khanda Khatiyon No.285, coming from Khatiyon No.56 of Balia Mouza, J.L.No.56, P.S.Narendrapur, District-South 24-Parganas.

AND WHEREAS One Kalicharn Mondal, son of Late Bhuban Mondal was seized and possessed of or otherwise well and sufficiently entitled to all that piece and parcel of property in

R.S.Dag Nos. 93 & 95 R.S.Khanda Khatiyon No.285 coming from Khatiyon No.56 as per Revisional settlement records of right and enjoying every right, title and interest over the said property without interruption, claim and demand whatsoever.

AND WHEREAS The said Kalicharan Mondal, son of Late Bhuban Mondal died intestate leaving behind his wife Smt. Haridasi Mondal, three sons, Subodh Chandra Mondal, Bechulal Mondal and Sri Srikanta Mondal and daughters, Smt. Amoda Bala Sardar executed deed of partition on 1978 registered at D.R.Alipore office and recorded in Book No.I, Volume No.19, pages- 54-65, being No.15 for the year 1978.

AND WHEREAS after partition, the said Sri Bechulal alias Bechuram Mondal and Sri Srikanta Mondal being the second party of the said partition and got the property in R.S.Dag No. 232, 93 & 95.

AND WHEREAS the said Sri Bechulal alias Bechuram Mondal and Sri Srikanta Mondal jointly gave the land measuring 23 decimals in R.S.D.Dag No.93 R.S.Khanda Khatiyon Nos.285 coming from Khatiyon No.56 on 17/12/1981 to Sri Ramprasad Mondal, as a gift, registered at Sonarpur S.R.office and recorded in Book No.I, Volume No.15, Pages- 89 to 91, being No.702 for the year 1981.

AND WHEREAS Baby Mondal absolute owner of Land R.S.Dag No 232,Khatiyon No 33, measuring land area 7.5 decimal by way of gift Deed No 3281/18.

AND WHEREAS Bipul Bhattacharjee, Bijan Bhattacharjee and Bidhan Bhattacharjee purchase another land area 580 sq feet,580 sq feet *4=2320 sq feet, R.S. Dag No 230&231, R.S. Khatiyon No.281, L.R.Dag No 201/909, L.R. Khatiyon No 1360,1357,1358, and 1359.

AND WHEREAS the said Sri.Panna Sardar sold the land measuring 1 Cottah 8 Chattaks but actual physical possession more or less 1 Cottah 6 Chattak 34 Sq.ft. in R.S.Dag No.93 executed on 28/11/2006 and completion on 23/4/2007 to KAMALESH GOBINDA SEN,registered at Sonarpur A.D.S.R.office and recorded in Book No.I, Volume No 52, pages- 115-120, being No.2640 for the year 2007.

AND WHEREAS the said Ajit Saha sold, the land measuring 2 Cottahs in R.S.Dag No.93 on 2/11/2012 to SRI PALASH SAHA, Donee No.2 herein, registered at D.S.R.IV, Alipore and recorded in Book No.I, C.D.Volume No.30, pages-1201-1223, being no.8703 for the year 2012.

AND WHEREAS Palash Saha transfer the said land in favour of Snigdhaneeer Construction partners namely Bijan Bhattacharjee, Biman Bhattacharjee, Bidhan Bhattacharjee and Bipul Bhattacharjee by way of Deed No.9034 /2014 Date 25th Augst,2014

AND WHEREAS the said Bechulal alias Bechuram Mondal and Sri Srikanta Mondal jointly gave the land measuring 50 decimals in R.S.Dag No.95, R.S.Khanda Khatiyon No.285, coming from Khatiyon No.56 of Balia Mouza, J.L.no.46 on 6/2/1981 to Sri Amiya Kumar Mondal & Asim Kumar Mondal, registered at S.R.Sonarpur office and recorded in Book No.I, Volume No.12, Pages- 238 to 240, being No.699 for the year 1981.

AND WHEREAS the said Amiya Kumar Mondal & Asim Kumar Mondal executed a deed of Partition on 24/10/1984 at Sonarpur S.R.office and recorded in Book No.I, being No.4179 for the year 1984.

AND WHEREAS after partition, the said Sri Amiya Kumar Mondal sold the land measuring 10 decimals out of 50 decimals in R.S.Dag No.95 on 12/2/1985 to Sri Pratap Chandra Mondal, registered at D.R.Alipore office and recorded in Book No.I, being No.1840 for the year 1985.

AND WHEREAS the said Sri Pratap Chandra Mondal sold the land measuring more or less 2 Cottahs out of 10 decimals in R.S. Dag No 95 on 27/3/1985 to KAMALESH GOBINDA SEN, registered at Sonarpur A.D.S.R.office and recorded in Book No.I, Volume No.20, Pages- 408, being No.1597 for the year 1985.

AND WHEREAS the after partition the said Asim Kumar Mondal sold the land measuring more or less 2 Cottah 8 Chattaks equivalent to more or less 4 decimals in R.S.Dag No.95 out of 30 decimals on 20/12/1991 to SMT.ARATI CHATTERJEE registered at D.R.Alipore office and recorded in Book No.I, being No.18475 for the year 1991 and the she executed a general power of attorney in favour of Sri Biman Bhattacharjee and Bidhan Bhattacharjee.

AND WHEREAS One Bijoy Krishna Mondal, & Kalicharan Mondal, both Sons of Ram Narayan Mondal was seized and possess of or other wise well and sufficiently entitled to all that piece and parcel property in R.S.Dag No.92. C.S.Khatiyon No.116, R.S.Khanda Khatian No.285, coming from Khatiyon No.56 of Balia Mouza,J.L.No.46, under P.S.Sonarpur, District-South 24-Parganas as per Revisional settlement records of rights and enjoying every right, title and interest over the said property without interruption, claim and demand whatsoever.

AND WHEREAS the said Bijoy Krishna Mondal son of Late Ram Narayan Mondal died intestate leaving behind his wife Smt. Kiran Moyee Mondal, three sons namely Sri Subodh Kumar Mondal, Adhir Kumar Mondal & Sri Anil Kumar Mondal and one daughter as his sole legal heirs and successors.

AND WHEREAS the said Kiran Moyee Mondal, Sri Subodh Kumar Mondal and Anil Kumar Mondal sold their share of land, i.e. 10.5 decimals in R.S.Dag No.92 and others on 12/6/1981 to Sri Jyotirmoy Banerjee, registered at Sonarpur S.R.office and recorded in Book No.I, Volume No.48, Pages- 160 to 162, being No.3087 for the year 1981.

AND WHEREAS as per Partition deed of the heirs of Kalicharan Mondal, the said Monoranjan Mondal, son of Late Kalicharan Mondal sold the land measuring 7.5 decimals in R.S.Dag No.92 on 15/5/1981 to Sri Lakshman Banik, registered at Sonarpur S.R.office and recorded in Book No.I, Volume No.39, Pages- 157 to 159, being No.2436 for the year 1981.

AND WHEREAS the said Sri Jyotirmay Banerjee and Sri Lakshman Banik jointly sold the land measuring more or less 5 Cottahs 5 Chattaks 35 sq.ft. out of 15 decimals in R.S.Dag No.92 on 13/8/1985 to Sri Arun Bose, registered at Sonarpur A.D.S.R.office and recorded in Book No.I, Volume No.55, Pages- 398 to 406, being No.4416 for the year 1985.

AND WHEREAS the said Arun Bose sold the land measuring more or less 5 Cottahs 5 Chattaks 35 sq.ft. out of 15 decimals in R.S.Dag No.92 on 9/12/1991 to Kumari Latika Mondal, daughter of Sri Bechulal alias Bechuram Mondal, registered at Sonarpur

[Handwritten signature]
SRI JYOTIRMAY BANERJEE

A.D.S.R.office and recorded in Book No.I,Volume No.136, Pages- 325 to 330, being No.7855 for the year 1991.

AND WHEREAS the said Adhir Kumar Mondal, son of Late Bijoy Krishna Mondal sold his 1/5th share ,i.e. 1.5 decimals in R.S.Dag No.92 on 21/2/1992 to Himangshu Mondal, son of Sri Bechulal alias Bechuram Mondal and recorded in Book No.I, Volume No.15, Page-213 to 218, being No.1246 for the year 1992.

AND WHEREAS the said Sri Jyotirmay Banerjee, Sri Lakshman Banik and daughter of Late Bijoy Krishna Mondal jointly sold the land measuring more or less 5 Cottahs 5 Chattaks 35 Sq.ft. out of 15 decimals in R.S.Dag No.92 in 2000 to Debangshu Mondal, registered at Delhi office and recorded in Book No.I, being No.3444 for the year 2000,

AND WHEREAS thus the said Smt. Latika Mondal, Himangshu Mondal and Debangshu Mondal became the absolute owners of the land measuring 18 decimals but as per revisional settlement records of right land measuring 15 decimals in R.S.Dag No.92, R.S.Khanda Khatiyani No.285 coming from Khatiyani No.56 of Balia Mouza, J.L.No.46, P.S.Sonarpur, District-South 24-Parganas.

AND WHEREAS Kalicharan Mondal, Bama Charan Mondal & Sudas Chandra Mondal , all sons of Late Bhuban Mohan Mondal were seized and possessed of or otherwise well and sufficiently entitled to all that piece and parcel of danga land measuring 64 decimals (the split up of the land being : 8 decimals of R.S.Dag No.230 + 56 decimals of R.S.Dag No.231) of R.S.Khanda Khatiyani No.281 coming from Khatiyani No.32 of Balia Mouza, J.L.No.46, under P.S.Sonarpur, District-South 24-Parganas as per Revisional Settlement records of rights and enjoying every right, title and interest over the said property without interruption, claim and demand whatsoever and each having got 1/3th share of the total property.

AND WHEREAS Bama Charan Momdal sold 1/3rd share of 64 decimals in Dag No.230 & 231 in 1968 to Smt. Jyotsna Mondal, registered at S.R.Baruiপুর office and recorded in Book No.I, Volume No.68, Pages-126 to 128, being No.6435 for the year 1968.

AND WHEREAS as per partition deed No.15 for the year 1978, the heirs of Late Kalicharan Mondal, the said Bechulal Mondal and Srikanta Mondal sold 1/3rd share of 64 decimals in Dag No.230 & 231 in 23/4/74 to Sri Haripada Mondal registered at S.R.Sonarpur office and recorded in Book No.I, Volume No.23, Pages-6 to 8, being No.1438 for the year 1974.

AND WHEREAS said Smt. Jyotsna Modak sold 1/3rd share of 64 decimals in Dag No.230 & 231 executed on 14/8/2003 and completion on 29/12/2006 to BECHULAL MONDAL, registered at D.S.R.-IV, Alipore office and recorded in Book No.I, Volume No.45, Pages-2718 to 2737, being No.5922 for the year 2006.

AND WHEREAS the said Haripada Mondal died intestate leaving behind his wife, Smt. Kalomoni Mondal and one daughter, Smt. Rama Mondal as his sole legal heirs and successors.

AND WHEREAS the said Kolomoni Mondal died intestate leaving behind her only daughter, Smt.Rama Mondal as her sole legal heir and successor.

AND WHEREAS the said Smt. Rama Mondal, wife of Sri Bechulal alias Bechuram Mondal and daughter of Late Haripada Mondal died intestate leaving behind her husband, Bechulal Mondal three son namely, Sri Premangshu Mondal, Sri Debangshu Mondal, Sri Himangshu Mondal and one daughter Latika Mondal as his sole legal heirs and successors and each having 1/5th undivided share of 1/3rd share of 64 decimals in Dag No.230 & 231 of Balia Mouza.

AND WHEREAS the said Sudash Chandra Mondal died intestate leaving behind his two sons Sri Patitpaban Mondal and Sri Panchanan Mondal as his sole legal heirs and successors.

AND WHEREAS the said Panchanan Mondal died intestate leaving behind his four sons, namely, Sri Dilip Mondal, Sri Krishnadhan Mondal, Sri Tapan Mondal, Sri Swapan Mondal and Four daughters, namely Smt. Archana Sardar, Smt. Pratima Halder, Smt. Kalpana Naskar & Smt. Nilima Baidya as his sole legal heirs and successors.

AND WHEREAS the said Sri Patitpaban Mondal, Sri Dilip Mondal, Sri Krishnadhan Mondal, Sri Tapan Mondal, Sri Swapan Mondal, Smt. Pratima Halder, Smt. Archana Sardar, Smt. Kalpana Naskar and Smt. Nilima Baidya, became the absolute owners of 1/3rd share of 64 decimals in Dag No.230 & 231 of Balia Mouza.

AND WHEREAS thus the said Bechulal alias Bechuram Mondal, Premangshu Mondal, Sri Debangshu Mondal, Himangshu Mondal, Latika Mondal, Sri Patitpaban Mondal, Sri Dilip Mondal, Sri Krishnadhan Mondal, Sri Tapan Mondal, Sri Swapan Mondal, Smt. Pratima Halder, Smt. Archana Sardar, Smt. Kalpana Naskar and Smt. Nilima Baidya, became the absolute owners of land measuring 64 decimals (the split up of the land being : 8 decimals of R.S.Dag No.230 + 56 decimals of R.S.Dag No.231) of R.S.Khanda Khatian No.281 coming from Khatian No.32 of Balia Mouza, J.L.No.46, under P.S.Sonarpur, District-South 24-Parganas.

AND WHEREAS Bechulal Mondal and Srikanta Mondal both sons of late Kalicharan Mondal and other co-sharers Smt. Haridasi Mondal, Amoda Bala Mondal executed deed of partition on 3/1/1978 registered at D.R.Alipore office and recorded in Book No.I, Volume No.19, Pages-54-65, being No.15 for the year 1978.

AND WHEREAS after partition, the said Sri Bechulal Mondal and Sri Srikanta Mondal being the Second party of the said partition deed and got the property in Schedule in Kha of the said partition Deed. (89 decimals of R.S.Dag No.232, R.S.Khatian No.33 + (23 decimals of dag No.93 + 50 decimals of R.S.Dag No.95) of Khatian No.285 coming from Khatian No.56 of Balia Mouza).

AND WHEREAS the said Bechulal Mondal and Sri Srikanta Mondal jointly gave the land measuring 22.25 decimals out of 89 decimals of R.S.Dag No.232, R.S.Khatian No.33 of Balia Mouza, J.L.No.46 as a gift on 16/2/1981 to Debangshu Mondal, (Donr No.3 herein) registered at S.R.Sonarpur office and recorded in Book No.I, Volume No..15, Pages 86 to 88, being No.701 for the year 1981.

AND WHEREAS the said Bechulal Mondal and Sri Srikanta Mondal jointly gave the land measuring 22.25 decimals out of 89 decimals of R.S.Dag No.232, R.S.Khatian No.33 of Balia, Mouza, J.L.No.46 as a gift on 16/2/1981 to Premangshu Mondal (Donr No.2 herein),

registered at S.R.Sonarpur office and recorded in Book No.I, Volume No.2,Pages 261 to 263, being No.697 for the year 1981.

AND WHEREAS; Thus the said SRI.PREMANGSHU MONDAL AND SRI DEBANGSHU MONDAL herein became the absolute owners of the land measuring 44.5 decimals out of 89 decimals in R.S.Dag No.232, R.S.Khatyan No.33 of Balia - Mouza, J.L.No.46.P.S.Sonarpur, District South 24-Parganas.

AND WHEREAS Sri.Premangshu Mondal and Sri.Debangshu Mondal transferred/Gift their land measuring 44.5 decimals out of 89 decimals, bearing No.3281 of 2018 and 3319 of 2019 in R.S. Dag No.232,, R.S.Khatyan No.33, Balia,- Mouza, J.L. No.46, P.S.Sonarpur, District South 24 – Parganas.

AND WHEREAS the owners/vendors herein, decided to erect an ownership building on the said area of land and approached the developer herein and after having discussion at length the owners and developers have agreed to construct ownership apartment and accordingly they have entered into an agreement on 19.02.2007, 18.06.2012, 02.07.13, 06.03.2007, 04.06.2012, 23.11.2012, 16.01.2008 under certain terms and conditions recorded therein.

AND WHEREAS in pursuance of the said agreement the First Party has put the Developer in possession on the said property and have granted exclusive right to commercially exploit the property by constructing several ownership (apartment) flats at the cost and expenses of the Developer or on account of prospective purchasers as the case may be in accordance with sanction building plan and in consideration thereof, the First Party has agreed to sell and transfer to the Developer or to the intending purchasers, so nominated by the Developer. The undivided proportionate shares in the land attributable to each flats /Duplex together with area of respective flats/car parking spaces and their spaces and common areas in the proposed building and also authorized to receive and retain sale proceeds there from in respect of portion of the constructed area and the owners shall be jointly entitled to 28% of the sanctioned F.A.R in the form of completed flats and car parking spaces and Developer shall be jointly entitled to 72% of the sanctioned F.A.R in the completed flats and car parking spaces.

AND WHEREAS Archana Sardar, Pratima Halder, Kalpana Naskar and Nilima Baidya sold their undivided share, R.S. Dag No 230, 0.16 per cent each, R.S. Dag No 231, 1.16 percent each in favour of Bijan Bhattacharjee, Bipul Bhattacharje, Bidhan Bhatatcahrjee, residing at Kalyani Villa, Opposite Yuba Tirtha Club, Beside Srishti Apartment, E.M. Bye - Pass, Madhya Fartabad, P.S. Narendrapur, South 24 Paraganas, P.O Garia, by way of Deed No 4455 of 2017 ,4456 of 2017 ,4697 of 2017 and 885 of 2017 A.D. S.R. Garia ,24 Paraganas South R.S. Dag No 230,231,L.R. Dag No 200 and 200/ 209

AND WHEREAS the Owners have granted a registered power of attorney in favour of the Developer in order to give effect to the terms and conditions of the Development Agreement and to sell the flats allotted to the Developer (except Owner's allocation) together with the undivided proportionate share of land and common parks and to receive and retain sale proceeds there from. Vide power of attorney no being no. 2640 of 2007, 2307 of 2008,110 of 2012,, 2311 of 2008, 2312 of 2008, 499 of 2012 and 561 of 20018 and recorded in Book no – IV, at the registration office at DSR IV, Alipore.

AND WHEREAS the Developer would take up construction of the said new buildings in several Blocks in accordance with the sanctioned plan of Rajpur - Sonarpur Municipality and approved by KMDA and Rajpur Sonarpur Municipality vide Plan No.145/REV/01/05 dated 24/04/2015 also renew by said Municipality Dated 25/09/19 valid upto 20/04/1920

The Said Land is earmarked for the purpose of building a [commercial/residential/any other purpose] project, comprising G+XII and G + XIII- multistory apartment buildings and [insert any other components of the Projects] and the said project shall be known as ' Sheraton Tower ' ("Project");

[OR]

The Said Land is earmarked for the purpose of plotted development of a [commercial/residential/any other purpose] project, comprising Dag No. L.R.Dag No.196,200,192,195,199,201,201/909, and [insert any other components of the Projects] and the said project shall be known as 'Sheraton Tower' ("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 Rajpur - Sonarpur Municipality [Please insert the name of the concerned competent authority] has granted the commencement certificate to develop the Project vide approval dated 20.03.2015 registration no. 629 not applicable.

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 Rajpur Sonarpur Municipality [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 and also approved by Airport Authority, Municipal Director, KMDA and Environment Authority .

F. The Promoter has registered the Project under the provisions of the Act with the Not applicable (Name of Union Territory) Real Estate Regulatory Authority at Municipal on Nil under registration no.Nil

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 Sq.ft , on floor in Block - along with garage/covered parking no..... admeasuring square feet in the Ground Floor[, 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 A and the floor plan of the apartment is annexed hereto and marked as Schedule B);

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. Sonarpur Project already completed, Holding No.46,70 and 115 [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 issq.ft and 1 (one) car parking space measuring sq.ft more or less total price Rs..... (Rupees only ("Total Price"))

Block No., Apartment No....., Floor, and (.....) Car Parking Space) Total price (in rupees) Rs..... (Rupees only)

Explanation:

(i) The Total Price above includes the booking amount paid by the allottee to the Promoter towards the [Apartment/Plot];

(ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, 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 11 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 because 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 installments payable by the Allottee by discounting such early payments (Received amount as per working progress 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.

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 1 (one) 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 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.

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 [Schedule C] through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of 'SNIGDHANEER CONSTRUCTION' payable at Kolkata.

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 there under or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the 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 West Bengal Act [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 Kolkata, 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

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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 7.2.

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 Allottees 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 there under.

9.2 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 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) In case the Allottee fails to make payments for (refundable without interest less legal charge 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 6 months 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 booking 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 until 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 until 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 Sheraton Tower (project name), shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG

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set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting 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.

15. GENERAL 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/Plot], or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the [Apartment/Plot] and keep the [Apartment/Plot], its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

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 previously mentioned 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(is) 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].

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19. APARTMENT OWNERSHIP ACT (OF THE RELEVANT STATE): The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the WEST BENGAL GOVERNMENT ACT [Please insert the name of the state Apartment Ownership] Act). The Promoter showing compliance of various laws/regulations as applicable in 1972 WITH Addition as per Government Rule.

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 SubRegistrar ADSR, GARIA (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 there under 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 there under 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 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 KOLKATA 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 ADSR GARIA (specify the address of the Sub Registrar). Hence this Agreement shall be deemed to have been executed at GARIA.

- AND

(1)SRI. (Adhar No.....) S/o SRI, aged aboutby occupation, by faith (Pan No.) & (2) SMT. (Adhar No.) W/o aged aboutby occupation,by faith (Pan No.) both residing at 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 an assigns).

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: (1) SRI..... &

(2)SMT.....residing at
M/s SNIGDHANEER CONSTRUCTION of Tribeni Apartment, Garia Main Road, Kolkata - 700084 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 there under.

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

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for Sale at KOLKATA(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: Signature (Authorized Signatory)

(1) Name _____

Address _____

At _____ on _____ in the presence of:

(2) 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 THE GARAGE/COVERED PARKING (IF APPLICABLE) ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS

ALL THAT land-containing area of land area 171.06 decimal out of 174.73 decimal little more or less corresponding to L.R.Dag No.196,200,192,195,199,201,201/909, R.S Dag Nos.230,231&232,88,93 91, 92 R.S.Khatiyani Nos.32, 33,285, L.R.Khatiyani Nos136, 295,459,484 ,1260 1353, 1354,1355,1356 ,1357, 1358, 1359, 1360, 1361, 1362,1363, 1364, 1365,1366,1594,1595,1596,1597,1598,1599,1600, Khanda 281 and Dag Nos. 91,92,93,95,&88 ,230 R.S. Khatiyani No 285,32, 33, J.L.No.46, at Mouza Balia, P.S.Narendrapur under Rajpur -

RIGHTS CONSTRUCTION
[Handwritten Signature]

Sonarpur Municipality, Holding No 453, Ward No. 01, Kolkata - 70008 butted and bounded in the manner following:-

Area of land as per approve Building Plan "Block A & B"

Block - A

LAND: R,S, DAG NO 230,231,L,R. DAG NO .201,201/909

Block - B

LAND R,S, Dag No 232 part,92 ,91 and 88 ,L,R. Dag No .200,199,195,196

ON THE NORTH :	DAG NO 227
ON THE SOUTH :	DAG NO 232 &87
ON THE EAST :	MOUZA FARTABAD
ON THE WEST :	E.M. BYEPASS

PARKING (DIRECTIONS)

ON THE NORTH :
ON THE SOUTH :
ON THE EAST :
ON THE WEST :

SCHEDULE 'B' – (FLOOR PLAN OF THE APARTMENT)

FLAT NO FLOOR BLOCK BED ROOM TOILET
VARANDAH , DINING/DRAWING , KITCHEN

ON THE EAST :
ON THE WEST :
ON THE NORTH :
ON THE SOUTH :

SCHEDULE 'C' – PAYMENT PLAN

Specified dates for making payments –

Consideration of Flat & Car parking space Rs.

Advance Rs.

Rs.

Balance amount will be paid by the purchasers as follows :

1.Rs..... at the time of Agreement.

2.Balanace amount Rs.....will be paid in equal installment within

..... (.....) Years.

ADDITIONAL PRICE

The additional price of the said Apartment is Rs.1,20,000/- (Rupees One Lac Twenty Thousand Only) as per the following details:-

SLNo.	Price Constituents	Amount
1.	Gym / Community Hall	Rs.50,000.00
2.	Transformer Generator	Rs.60,000.00
3.	Height escalation Charges?	NIL
4.	Incidental Charges	NIL
5.	Legal Charges	Rs.10,000.00.
6.	Individual Meter 3 Phase 5KVA Installation charge with Security Deposit calculate by WBSEDCL extra Meter installation charges	Extra
GST & Cess paid by the purchasers as per Govt Rules.		

GRAND TOTAL Rs.,1,20,000.00

(Rupees One Lac Twenty Thousand only)

The price of the said Apartment payable as per the table provided below:-

We will send Demand Notices for each installment and the Allottee we will have to pay within 15 days from the date of each notice.

FACILITIES**A. EXTRA CHARGES**

- Formation of Association and Builders with Two Years
Maintenance Charge Rs.50,000.00
- Stamp Duty and Registration Fee and incidental expenses
/GST At applicable rate on the agreement value or Market Value
(whichever is higher) as per the Valuation at the time of the registration.

B. DEPOSITS

1. Electricity Deposit
2. Maintenance Deposits

Meter Deposits at actual

Out of the amount so deposited, a sum Being equivalent of 1.5 (one and a Half) year's Deposit shall be adjusted against maintenance charges and the balance kept deposited with the builder and only on handing over of Maintenance to Association the said deposit shall be handed over to the association.

- 1) At the time of the registration if the Market value is more than the agreement value additional stamp duty as per the valuation to be paid at the time of registration.
- 2) 3 (Three) KVA Power back-up will be provided for 3 (Three bedrooms and 2 (Two) KVA power back-up will be provided for 2 (Two) bedrooms.
- 3) The above items will be paid by the Allote within 15 (Fifteen) days of demand.
- 4) No extra charge will be applicable for the terrace area.

The Payments are to be made by means of Pay Order/ **Demand Draft / Account Payee Cheque/ RTGS** post to any of the following offices: Local Cheque drawn in favour of " **SNIGHDHANEER CONSTRUCTION** " and drawn on any bank in Kolkata and shall be deposited with or sent by registered addresses

This Booking offer /Agreement is provisional and subject to:-

Your strict compliance of the terms and conditions of the sale Agreement to be executed.

- a) Your executing and /or submitting necessary documents as may be required before delivery of the possession of the unit and the car parking spaces, if any.

SCHEDULE 'D'
(SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE
APARTMENT/PLOT)
ANNEXURE SPECIFICATION

1.FOUNDATION WORK
 2.BRICK WORK
 3.R.C.C. WORK
 4.DOOR/WINDOW

: As per sanction plan strictly followed.
 : Better quality Bricks.
 : Steel as per sanction plan.
 : Wooden Frame and flash door shutter and Aluminum window. Sliding shutter.

5.FLOOR WORK
 6.PLASTER & PARIS
 7.KITCHEN

: Work for floor in all rooms are Marble/Floor tiles.
 : All inside wall with plaster of paris.
 : R.C.C.Slab 6' - 0" long , 1' - 10" wide Gas table with Granite platform with 3'-0" wall glaze tiles from platform and steel sink with marble flooring.

8.TOILET

: One plain basin white commode or pan with cistern Marble flooring with 4" skirting with 6' height white glazed tiles and concealed plumbing fitted with plain plated taps, fully conceal wiring.

9.ELECTRICITY

: Central MCB, Full concealed copper wiring, two light point One fan point and one 5 Amph. Plug point and one V point in living rooms. Two light points, two plug point, two fan point two 5 Amph. Plug point, A.C Point in each room, one TV point and one telephone point in each room 100% Modular switches.

10.ELECTRIC METER

: Common electric meter should be installed by the developer. Also common meter bill should be paid by the all flats owners in equal percentage.

11.WATER PUMP

: Common water pump shall be installed to provide Water supply from under ground reservoir through Overhead tank R.S.M.water supply only.

12.COLLAPSIBLE GATE

: Collapsible gate will be provided in front of the main entrance of Building.

13.GRILLS

: Grills to be provided at all balconies.

14.EXTRA WORKS

: Extra fitting and works may be provided at extra cost to be paid by the purchasers.

15.LIFT

: Power Back up

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

01. Ultimate top roof for common enjoyment staircase on all floors.
02. Common passage inside the premises.
03. Water tank and other plumbing installations, pump room.
04. Electrical wiring, motors, electrical fittings.
05. Other service areas and common areas, and open spaces around the building.
06. Drainage and sewers, Septic Tank, over head tank and under ground Reservoir.
07. Boundary wall and main gate.
08. All other fittings, equipments and fixtures which are being used commonly either for the common purpose or needed for using the individual facilities.
09. Adequate capacity standby Generator services for common areas.
10. Standby Generator with adequate load to apartments (at extra cost)
11. 24 x 7 Generator service for Lifts.
12. Intercom connectivity with security at every Flat.
13. Closed Circuit TV at the Ground Floor level.
14. Sewerage Treatment Plant.
15. Accent paving at entry points.
16. Open parking with grass pavers.
17. Dedicated green Park.
18. Play area for children.
19. Multipurpose play court - Badminton /Volley Ball etc.
20. Dedicated Guest Room with all modern amenities.
21. Modern Air conditioned Gymnasium .
22. Indoor Games Facilities in Common Room like TT, Snooker, Cards, Chess, Carom etc.
23. Dedicated Air conditioned Community Hall for Functions (at extra Charges, as applicable)
24. Yoga & Meditation area.
25. 24 x 7 Security in the complex.
26. 4 automated lifts of reputed make & 2 staircases will be provided in each block.
27. Jogging track around the Complex.

WILSON CONSTRUCTION
Wilson