

AGREEMENT FOR SALE

This Agreement for sale (Agreement) executed on this.....day of.....2026

By and Between

(1) **SMT. KRISHNA MUKHERJEE**, (PAN-BSEPM3188G), AADHAAR NO. 3893 2169 5621, wife of Late Pranab Kumar Mukherjee, by faith- Hindu, by Nationality -Indian, by occupation Housewife, residing at 125/3, Santoshpur Avenue, P.O. Santoshpur, P.S. Survey Park, Kolkata-700 075, District- South 24 Parganas, (2) **SMT. ARPITA MUKHERJEE**, (PAN-APAPM6207J), AADHAAR NO. 2420 8792 2225, daughter of Late Pranab Kumar Mukherjee, by faith- Hindu, by Nationality -Indian, by occupation Service, residing at 125/3, Santoshpur Avenue, P.O. Santoshpur, P.S. Survey Park, Kolkata-700 075, District- South 24 Parganas, (3) **SMT. ABANTEE CHATTERJEE**, (PAN- ADRPC8766D), AADHAAR NO. 4700 5252 2908, wife of Sri Gouranga Chatterjee and also daughter of Late Prabir Kumar Mukherjee, by faith-Hindu, by Nationality Indian, by occupation - Service, residing at HA-203, Sector-III, P.O. Purbachal, P.S. Bidhannagar (S), Kolkata 700 097, District- North 24 Parganas, (4) **SRI PINAKI MUKHERJEE**, (PAN AOLPM8184N), AADHAAR NO. 8887 1063 5112, son of Late Pabitra Kumar Mukherjee, by faith- Hindu, by Nationality - Indian, by occupation - Service, residing at AG-67, Sector 2, Balsakhi, Salt Lake, P.O. Sech Bhavan, P.S. Bidhannagar (East), Kolkata 700 091, District North 24 Parganas, (5) **SMT. BRATATI BHATTACHARYA**, (PAN- AHTPB7134J), AADHAAR NO. 8873 1763 1867, wife of Sri Bimal Bhattacharya and also daughter of Late Srikrishna Banerjee and Late Apana Banerjee, by faith-Hindu, by Nationality Housewife, residing at 162/C/5, Lake Gardens, P.O. Lake Gardens, P.S. Lake, Indian, by occupation -Kolkata 700 045, District- South 24 Parganas, (6) **SMT. JONAKI BANERJEE**, (PAN-ANFPB7369H), AADHAAR NO. 2568 9530 3032, wife of Sri Anirban Roy and also daughter of Late Paritosh Banerjee and Late Alaka Banerjee by faith-Hindu, by Nationality Indian, by occupation Service, residing at 391/N, Jaigir Ghat Road, Paschim Barisha, P.O. Thakurpukur, P.S. Thakurpukur, Kolkata - 700 063, District- South 24 Parganas, (7) **SRI PUSAN KUMAR MUKHERJEE**, (PAN -ATVPM3127G), AADHAAR NO. 4105 4647 5742, son of Late Pradosh Kumar Mukherjee, by faith-Hindu, by Nationality - Indian, by occupation - Service, residing at 125/3, Santoshpur Avenue, P.O. Santoshpur, P.S. Survey Park, Kolkata - 700 075, District- South 24 Parganas and (8) **SMT. DIPANWITA DATTA**, (PAN-BANPD4916N), AADHAAR NO. 4408 4233 3111, wife of Sri Chinmoy Datta, by faith-Hindu, by occupation Housewife, residing at 433, Rashmoni Bagan, P.O. Santoshpur, P.S. Survey Park, Kolkata 700075, District South 24 Parganas, hereinafter jointly called and referred to as the LANDLORDS/ OWNERS (which expression shall unless excluded by or repugnant to the context be deemed to mean and Include their heirs, executors, administrator, legal representatives and assigns) of the **FIRST PART**.

AND

SUKHER NEER, a Proprietorship Concern having its Registered Office at 433, Rashmoni Bagan, P.O. Santoshpur, P.S. Survey Park, Kolkata 700075 represented by its sole proprietor namely **SRI CHINMOY DATTA**, (PAN-ANMPD3472A), AADHAAR NO 5124 0906 8377, son of Late Keshablal Datta, by faith Hindu, by Occupation Business, residing at 433, Rashmoni Bagan, P.O. Santoshpur, P.S. Survey Park, Kolkata 700075, District South 24 Parganas, hereinafter referred to as the **DEVELOPER** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrator, legal representatives and assigns) of the **SECOND PART**.

AND

[If the Allottee is a company]

_____, (CIN no. _____) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at _____, (PAN _____), represented by its authorized signatory, _____, (Aadhar no. _____) duly authorized vide board resolution dated _____, hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees).

[OR]

[If the Allottee is a Partnership]

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

[OR]

[If the Allottee is an Individual]

Mr. / Ms. _____, (Aadhar no. _____) son / daughter of _____, aged about _____, residing at _____, (PAN _____), hereinafter called the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees).

[OR]

[If the Allottee is a HUF]

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

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

WHEREAS:

A. one **SMT. TARULATA MUKHERJEE**, wife of **Sri Prafulla Kumar Mukherjee**, purchased the **ALL THAT** piece and parcel of Bastu land measuring **3 Cottahs 8 Chittacks 00 Sq.ft. more or less** lying or situate in the District of South 24 Parganas, Pargana- Khaspur, Sub- Registry Office then Alipore, now A.D.S.R. Sealdah, D.S.R. Alipore, Police Station formerly Tollygunge then Jadavpur then Kasba thereafter Purba Jadavpur, at present Survey Park, of Mouza – Santoshpur, at present within the Kolkata Municipal Corporation Ward No.104, Touzi No. 151, J.L. No. 22, comprised in C.S. Dag No. 474, appertaining to C.S. Khatian No. 199, land measuring **2 Cottahs 10 Chittacks 00 Sq.ft. more or less** and under C.S. Dag No. 475, appertaining to C.S. Khatian No. 278, under R.S. Khatian No. 218, land measuring **14 Chittacks 00 Sq.ft. more or less**, from the then Owner namely **Sri Dwijendra Nath Maitra**, son of Late Jnanendra Nath Maitra, for a valuable consideration by virtue of Deed of Conveyance (Bengali Kobala) dated 05.02.1965, the said Deed of Conveyance was registered in the Office of the Sub-Registrar Alipore, 24 Parganas and recorded in Book No. I, Volume No. 26, in Pages 191 to 195, Being No. 914, for the year 1965.

AND WHEREAS while the said **SMT. TARULATA MUKHERJEE**, seized and possessed the aforesaid land she made a 2 storied building on the said plot of land on the Ground Floor Flat measuring **1056 Sq.ft. more or less** and on the First Floor Flat measuring **1056 Sq.ft. more or less** and resided with her family members and mutated her name with the records of the Kolkata Municipal Corporation and being numbered as **K.M.C. Premises No. 72, Santoshpur Avenue, Kolkata – 700 075**, being Assessee No. **31-104-35-0072-0** and mailing address at 125/3, Santoshpur Avenue, P.O. Santoshpur, P.S. Survey Park, Kolkata – 700 075, District- South 24 Parganas and paid taxes regularly.

AND WHEREAS while the said **TARULATA MUKHERJEE**, seized and possessed the aforesaid land with her family members she died intestate on 26.02.1996, leaving behind her 6 sons namely (1) **PRANAB KUMAR MUKHERJEE** (since deceased), (2) **PRABIR KUMAR MUKHERJEE** (since deceased), (3) **SRI PABITRA KUMAR MUKHERJEE**, (4) **PRADIP KUMAR MUKHERJEE** (since deceased), (5) **PALLAB KUMAR MUKHERJEE** (since deceased), and (6) **PRADOSH KUMAR MUKHERJEE** (since deceased) and 3 daughters namely (1) **KALPANA MUKHERJEE** (since deceased), (2) **APARNA BANERJEE** (since deceased) and (3) **ALAKA BANERJEE** (since deceased) as her heirs, successors, as per Law of Hindu Succession Act, and they became absolute owners of the aforesaid land. It is hereby noted that the husband of said **TARULATA MUKHERJEE**, namely **PRAFULLA KUMAR MUKHERJEE**, predeceased her earlier on 14.10.1969.

AND WHEREAS said **PRANAB KUMAR MUKHERJEE**, died intestate on 16.10.2011, leaving behind him his wife namely **SMT. KRISHNA MUKHERJEE** and one married daughter namely **SMT. ARPITA MUKHERJEE**, as his heirs, successors, as per Law of Hindu Succession Act, and they became the owners of portion of the aforesaid land left by said Late **PRANAB KUMAR MUKHERJEE**.

AND WHEREAS said **PRABIR KUMAR MUKHERJEE**, died intestate on 15.11.2020, leaving behind him his only married daughter namely **SMT. ABANTEE CHATTERJEE**, wife of Sri Gouranga Chatterjee, as his heir, successor, as per Law of Hindu Succession Act, and she became the owner of portion the aforesaid land left by said Late **PRABIR KUMAR MUKHERJEE**. It hereby noted that the wife of

Late **PRABIR KUMAR MUKHERJEE**, namely **APARNA MUKHERJEE**, predeceased him earlier on 03.09.2009.

AND WHEREAS said **KALPANA MUKHERJEE**, died intestate on 05.05.1995, as deceased spinster leaving behind her 6 brothers namely (1) **PRANAB KUMAR MUKHERJEE** (since deceased), (2) **PRABIR KUMAR MUKHERJEE** (since deceased), (3) **SRI PABITRA KUMAR MUKHERJEE** (since deceased), (4) **PRADIP KUMAR MUKHERJEE** (since deceased), (5) **PALLAB KUMAR MUKHERJEE** (since deceased), and (6) **PRADOSH KUMAR MUKHERJEE** (since deceased) and 2 sisters namely (1) **APARNA BANERJEE** (since deceased) and (3) **ALAKA BANERJEE** (since deceased), as her heirs, successors, as per Law of Hindu Succession Act, and she became the owner of portion of the aforesaid land left by said Late **KALPANA MUKHERJEE**.

AND WHEREAS said **APARNA BANERJEE**, wife of Srikrishna Banerjee died intestate on 11.08.1998, leaving behind her husband namely **SRIKRISHNA BANERJEE** and one married daughters namely (1) **SMT. BRATATI BHATTACHARYA**, wife of Sri Bimal Bhattacharya, as her heir, successor, as per Law of Hindu Succession Act, and they became the owners of portion of the aforesaid land left by said Late **APARNA BANERJEE**. It hereby noted that thereafter said husband wife of Late **APARNA BANERJEE**, namely **SRIKRISHNA BANERJEE**, died intestate on 10.10.2013, leaving behind him his one married daughters namely **SMT. BRATATI BHATTACHARYA**, wife of Sri Bimal Bhattacharya, as his heirs, successors, as per Law of Hindu Succession Act, and she became the owner of portion of the aforesaid land left by said Late **APARNA BANERJEE** and Late **SRIKRISHNA BANERJEE**.

AND WHEREAS said **ALAKA BANERJEE**, wife of Partosh Banerjee died intestate on 11.03.2008, leaving behind her husband namely **PARITOSH BANERJEE** and one married daughter namely **SMT. JONAKI BANERJEE**, wife of Sri Anirban Roy as her heirs, successors, as per Law of Hindu Succession Act, and they became the owners of portion of the aforesaid land left by said Late **ALAKA BANERJEE**. It hereby noted that thereafter said husband of Late **ALAKA BANERJEE**, namely **PARITOSH BANERJEE**, died intestate on 14.11.2011, leaving behind him his only married daughters namely **SMT. JONAKI BANERJEE**, wife of Sri Anirban Roy as his heir, successor, as per Law of Hindu Succession Act, and she became the owner of portion of the aforesaid land left by said Late **ALAKA BANERJEE** and Late **PARITOSH BANERJEE**.

AND WHEREAS said **PRADIP KUMAR MUKHERJEE**, died intestate on 24.09.1999, leaving behind him his wife namely **SMT. SUDAKSHINA MUKHERJEE** and one son namely **SRI PATHIKRIT MUKHERJEE**, as his heirs, successors, as per Law of Hindu Succession Act, and they became the owners of portion of the aforesaid land left by said Late **PRADIP KUMAR MUKHERJEE**.

AND WHEREAS said **PALLAB KUMAR MUKHERJEE**, died intestate on 12.04.2017, leaving behind him his wife namely **SMT. MALLIKA MUKHERJEE** and two married daughters namely (1) **SMT. ANANYA MUKHERJEE**, wife of Sri Shantanu Pal and (2) **SMT. ANWESHA MUKHERJEE**, wife of Sri Anirbandeep Sen, as his heirs, successors, as per Law of Hindu Succession Act, and they

became the owners of portion of the aforesaid land left by said Late **PALLAB KUMAR MUKHERJEE**.

AND WHEREAS said **PRADOSH KUMAR MUKHERJEE**, died intestate on 29.08.2007, leaving behind his wife namely **APARNA MUKHERJEE** and one son namely **SRI PUSAN KUMAR MUKHERJEE**, as his heirs, successors, as per Law of Hindu Succession Act, and he became the owner of portion of the aforesaid land left by said Late **PRADOSH KUMAR MUKHERJEE**. It hereby noted that thereafter said wife of Late **PRADOSH KUMAR MUKHERJEE**, namely **APARNA MUKHERJEE**, died intestate on 07.03.2014, leaving behind her only son namely **SRI PUSAN KUMAR MUKHERJEE**, as her heir, successor, as per Law of Hindu Succession Act, and he became the owner of portion of the aforesaid land left by said Late **PRADOSH KUMAR MUKHERJEE** and Late **APARNA MUKHERJEE**.

AND WHEREAS said **PABITRA KUMAR MUKHERJEE**, died intestate on 28.07.2021, leaving behind him his only son namely **SRI PINAKI MUKERJEE**, as his heir, successor, as per Law of Hindu Succession Act, and he became the owner of portion the aforesaid land left by said Late **PABITRA KUMAR MUKHERJEE**. It hereby noted that the wife of Late **PABITRA KUMAR MUKHERJEE**, namely **REBA MUKHERJEE**, predeceased him earlier on 28.04.1990.

AND WHEREAS by virtue of inheritance, the following persons namely (1) **SMT. KRISHNA MUKHERJEE**, (2) **SMT. ARPITA MUKHERJEE**, (3) **SMT. ABANTEE CHATTERJEE**, (4) **SRI PINAKI MUKERJEE**, (5) **SMT. BRATATI BHATTACHARYA**, (6) **SMT. JONAKI BANERJEE**, (7) **SRI PUSAN KUMAR MUKHERJEE**, (8) **SMT. SUDAKSHINA MUKHERJEE**, (9) **SRI PATHIKRIT MUKHERJEE**, (10) **SMT. MALLIKA MUKHERJEE**, (11) **SMT. ANANYA MUKHERJEE** and (12) **SMT. ANWESHA MUKHERJEE**, became the joint owners of land with building at **K.M.C. Premises No. 72, Santoshpur Avenue, Kolkata – 700 075**, being Assessee No. **31-104-35-0072-0** and mailing address at **125/3, Santoshpur Avenue, P.O. Santoshpur, P.S. Survey Park, Kolkata – 700 075, District- South 24 Parganas**.

AND WHEREAS by virtue of inheritance, the said owners therein were fully seized and possessed of **ALL THAT** piece and parcel of Bastu land measuring **3 Cottahs 8 Chittacks 00 Sq.ft. more or less** lying or situate in the District of South 24 Parganas, Pargana- Khaspur, Sub- Registry Office then Alipore, now A.D.S.R. Sealdah, D.S.R. Alipore, Police Station formerly Tollygunge then Jadavpur then Kasba thereafter Purba Jadavpur, at present Survey Park, of Mouza – Santoshpur, at present within the Kolkata Municipal Corporation Ward No.104, Touzi No. 151, J.L. No. 22, comprised in C.S. Dag No. 474, appertaining to C.S. Khatian No. 199, land measuring **2 Cottahs 10 Chittacks 00 Sq.ft. more or less** and under C.S. Dag No. 475, appertaining to C.S. Khatian No. 278, under R.S. Khatian No. 218, land measuring **14 Chittacks 00 Sq.ft. more or less**, togetherwith old 2 storied building on the Ground Floor Flat measuring **1056 Sq.ft. more or less** and on the First Floor Flat measuring **1056 Sq.ft. more or less** standing thereon, lying or situate in the District of South 24 Parganas, Sub- Registry Office then Alipore, now A.D.S.R. Sealdah, D.S.R. Alipore, at present within the Kolkata Municipal Corporation Ward No.104, presently known as **K.M.C. Premises No. 72, Santoshpur Avenue, Kolkata – 700 075**, being Assessee No. **31-104-35-0072-0** and mailing address at **125/3, Santoshpur Avenue, P.O. Santoshpur, P.S. Survey**

Park, Kolkata – 700 075, District- South 24 Parganas, free from all encumbrances, charges, liens and/or lispendens etc. more fully described in the First Schedule hereunder hereafter called "Said Premises".

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AND WHEREAS thereafter 5 owners namely (1) **SMT. SUDAKSHINA MUKHERJEE**, wife of Late Pradip Kumar Mukherjee, (2) **SREE PATHIKRIT MUKHOPADHYAY**, son of Late Pradip Kumar Mukherjee, (3) **SMT. MALLIKA MUKHERJEE**, wife of Late Pallab Kumar. Mukherjee, (4) **SMT. ANANYA MUKHERJEE**, wife of Sri Shantanu Pal and also daughter of Late Pallab Kumar. Mukherjee and (5) **SMT. ANWESHA MUKHERJEE**, wife of Sri Anirbandeep Sen and also daughter of Late Pallab Kumar. Mukherjee, out of aforesaid total owners have sold, conveyed and transferred their undivided **ALL THAT 2/8th** undivided share of total piece and parcel of bastu land measuring about **3 Cottahs 8 Chittacks 0 Sq.ft.** be the same a little more or less together with total 2 storied building on the Ground Floor Flat measuring **1056 SQ ft** more or less and on the First Floor Flat measuring **1056 SQ ft** more or less standing thereon, (cemented floor) (i.e. undivided sold area of land measuring about **14 Chittacks 0 Sq.ft.** and undivided **2/8th** share of 2 storied building measuring **264 Sq.ft.** on the Ground Floor and measuring **264 Sq.ft.** on the First Floor standing thereon) lying or situate in the District of South 24 Parganas, Pargana Khaspur, Sub – Registrar Office then Alipore, now A D S R Sealdah, D R S Alipore, Police station formerly Tollygunge thereafter Jadavpur thereafter Kasba thereafter Purba Jadavpur at present Survey Park, of Mouza – Santoshpur, at present within the Kolkata Municipal Corporation, Ward No 104, Touzi No 151, J L No 22 comprised in C S Dag No 474, appertaining to C S Khatian No 199, land measuring 2 Cottahs 10 Chittacks 00 SQ ft more or less under C S Dag No 475, appertaining to C S Khatian No 278, under R S Khatian No. 218, land measuring 14 Chittacks 00 SQ ft more or less, together with old 2 storied building on the Ground Floor Flat measuring 1056 SQ ft more or less and on the First Floor Flat measuring 1056 SQ ft more or less standing thereon, lying or situate in the District of South 24 Parganas, Sub – Registrar Office then Alipore, now A D S R Sealdah, D S R Alipore, at present within Kolkata Municipal Corporation Ward No 104, presently known as portion of K. M. C. Premises No 72, Santoshpur Avenue, Kolkata 700075, being Assessee No 31-104-35-0072-0 and mailing address at 125/3, Santoshpur Avenue, P.O. Santoshpur, P.S. Survey Park, Kolkata 700075, District South 24 Parganas, to the then Purchaser namely **SRI CHINMOY DATTA**, son of Late Keshablal Datta, by faith-Hindu, by occupation-Business, residing at 433, Rashmoni Bagan, P.O. Santoshpur, P.S. Survey Park, Kolkata – 700075, on 02.05.2022, by a registered Deed of Conveyance, which was registered in the office of the D.S.R. III, Alipore, South 24 Parganas and recorded in Book No. I, Volume No. 1603-2022, Pages from 236044 to 236085, Being No. 160306628 for the year 2022, for a valuable consideration mentioned therein.

AND WHEREAS thereafter the said **SRI CHINMOY DATTA**, became one of the joint owners of landed property mentioned in the First Schedule hereunder written.

AND WHEREAS thereafter owners therein entered into a Development Agreement dated 19.05.2022, with the then Developer namely **SUKHER NEER**, a Proprietorship Concern having its Registered Office at 433, Rashmoni Bagan, P.O. Santoshpur, P.S. Survey Park, Kolkata 700075 represented by its sole proprietor namely **SRI CHINMOY DATTA**, (**PAN- ANMPD3472A**), **AADHAAR NO 5124 0906 8377**, son of Late Keshablal Datta, by faith Hindu, by Occupation Business, residing at 433, Rashmoni Bagan, P.O. Santoshpur, P.S. Survey Park, Kolkata

700075, District South 24 Parganas, the said Development Agreement was registered in the office of the D.S.R.III, Alipore, South 24 Parganas and recorded in Book No. I, Volume No. 1603-2022, Pages from 269866 to 269914, Being No. 160307791 for the year 2022, with certain terms and conditions mentioned therein.

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AND WHEREAS after execution of the aforesaid registered Deed of Conveyance it was revealed that there are some inadvertent mistakes in typing has been done in Page No. 3, 2nd Para 8th Line as C.S. Dag No. 474 and in 10th Line as C.S. Dag No. 475, in Page No. 9, 1st Para 6th Line C.S. Dag No. 474 and in 8th Line as C.S. Dag No. 475, in Page No. 10, 1st Para 10th Line C.S. Dag No. 474 and in 11th Line as C.S. Dag No. 475, in Page No. 11, 19th Line C.S. Dag No. 474 and in 21st Line as C.S. Dag No. 475, in Page No. 13, 12th Line C.S. Dag No. 474 and in 13th Line as C.S. Dag No. 475, in Page No. 16, in Schedule "A" in 7th Line C.S. Dag No. 474 and in 8th Line as C.S. Dag No. 475, in Page No. 17, in Schedule "B" in 13th Line C.S. Dag No. 474 and in 14th Line as C.S. Dag No. 475, but not mentioned in place of correct C.S. Dag No. 474, corresponding to R.S. Dag No. 536, L.R. Dag No. 536, appertaining to C.S. Khatian No. 199, L.R. Khatian No. 344 and C.S. Dag No. 475, corresponding to R.S. Dag No. 539, L.R. Dag No. 539, appertaining to C.S. Khatian No. 278, L.R. Khatian No. 1046, accordingly the said **SRI CHINMOY DATTA**, made a registered Declaration dated 03.08.2022, to rectify those mistakes done in the aforesaid Deed of Conveyance by a registered Declaration which was registered in the office of the D.S.R. -III, Alipore, South 24 Parganas and recorded in Book No. I, Volume No. 1603-2022, Pages from 424239 to 424254, Being No. 160311943 for the year 2022.

AND WHEREAS thereafter said **SRI CHINMOY DATTA**, has gifted and transferred his undivided **ALL THAT 2/8th** undivided share of total piece and parcel of bastu land measuring about **3 Cottahs 8 Chittacks 0 Sq.ft.** be the same a little more or less together with total 2 storied building on the Ground Floor Flat measuring **1056 SQ ft** more or less and on the First Floor Flat measuring **1056 SQ ft** more or less standing thereon, (cemented floor) (i.e. undivided gifted area of land measuring about **14 Chittacks 0 Sq.ft.** and undivided **2/8th** share of 2 storied building measuring **264 Sq.ft.** on the Ground Floor and measuring **264 Sq.ft.** on the First Floor standing thereon) lying or situate in the District of South 24 Parganas, Pargana Khaspur, Sub – Registrar Office then Alipore, now A.D.S.R. office at Sealdah, D.S.R. office at Alipore, Police station formerly Tollygunge thereafter Jadavpur thereafter Kasba thereafter Purba Jadavpur at present Survey Park, of Mouza – Santoshpur, at present within the Kolkata Municipal Corporation, Ward No 104, Touzi No 151, J L No 22 comprised in R.S. Dag No. 536, appertaining to R.S. Khatian No. 76, L.R. Dag No. 536, appertaining L.R. Khatian No. 344, land measuring 2 Cottahs 10 Chittacks 00 SQ ft more or less under R.S. Dag No. 539, appertaining to R.S. Khatian No. 218, L.R. Dag No. 539, appertaining to L.R. Khatian No. 1046, land measuring 14 Chittacks 00 SQ ft more or less, together with old 2 storied building on the Ground Floor Flat measuring 1056 SQ ft more or less and on the First Floor Flat measuring 1056 SQ ft more or less standing thereon, lying or situate in the District of South 24 Parganas, Sub – Registrar Office then Alipore, now A D S R Sealdah, D S R Alipore, at present within Kolkata Municipal Corporation Ward No 104, presently known as portion of K. M. C. Premises No 72, Santoshpur Avenue, Kolkata 700075, being Assessee No 31-104-35-0072-0 and mailing address at 125/3, Santoshpur Avenue, P.O. Santoshpur, P.S. Survey Park, Kolkata - 700075, District South 24 Parganas, to the then Donee namely **SMT. DIPANWITA DATTA**, wife of Sri Chinmoy Datta, by faith-Hindu, by occupation - Housewife, residing at

433, Rashmoni Bagan, P.O. Santoshpur, P.S. Survey Park, Kolkata 700075, on 09.09.2022, by a registered Deed of Gift, which was registered in the office of the D.S.R. III, Alipore, South 24 Parganas and recorded in Book No. I, Volume No. 1603-2022, Pages from 480897 to 480925, Being No. 160314065 for the year 2022, for a valuable consideration mentioned therein.

AND WHEREAS thereafter the said SMT. DIPANWITA DATTA, became one of the joint owners of landed property mentioned in the First Schedule hereunder written.

AND WHEREAS by virtue of inheritance and aforesaid Deed of Gift, the owners herein are fully seized and possessed of the land measuring about 3 Cottahs 8 Chittack 0 Sq.ft. more or less, togetherwith one 2 storied building on the Ground Floor Flat measuring 1056 SQ ft more or less and on the First Floor Flat measuring 1056 SQ ft more or less standing thereon being K. M. C. Premises No 72, Santoshpur Avenue, Kolkata 700075, being Assessee No 31-104-35-0072-0 and mailing address at 125/3, Santoshpur Avenue, P.O. Santoshpur, P.S. Survey Park, Kolkata 700075, District South 24 Parganas, free from all encumbrances, charges, liens and/or lispens etc. more fully described in the First Schedule hereunder hereafter called "Said Premises".

The said owners 1) SMT KRISHIVAR MUKHERJEE (Aadhaar no-3893 2469 5621) 2) SMT. ARPITA MUKHARJEE (Aadhaar no-242087922225) (3) SMT ARANTEE MUKHERJEE (Aadhaar no-4700 5252 2908) (4) SRI PINAKE MUKHERJEE (Aadhaar no. 8887-1063 5112) (5) SMT BRATATI BHATTACHARYA (Aadhaar No-8873 1763 1867), (6) SMT JONAKI BANERJEE (Aadhaar No. -2568 9530 3032), (7) SRI PUSPARY KUMAR MUKHERJEE (Aadhaar No-4105-4647-5742) (8) SMT DIPANWITA DATTA (Aadhaar No-4408 4223 3111) mutated their name and records as owners of premises No - 72 Santoshpur Avenue, PO-Santoshpur P-S. Survey Park, Kolkata 700075, Mailing address, 125/3, Asntoshpur Avenue, Word-104 of KOLKATA MUNICIPAL CORPORATION, with Assessee No. 31-104-35-0072-0,

- B. The Owner and the promoter have entered into a Development Agreement executed and registered as on 15/12/2022 which was registered in the office of the Additional District Sub Registrar at DSR-III, ALIPORE, 24 Pgs(S) and recorded in Book -1 Volume No 1603-2022 Page from 623847 to Being No.160319568 for the year 2022 and subsequently The Owner have also granted Development Power of Attorney unto and in favour of the Promoter herein vide Development Power of Attorney on 16 th day of December 2022, which was registered in the office of the Additional District Sub Registrar DSR-III, ALIPORE, 24 Pgs(s) and recorded in Book No. 1. Volume Number 1603-2022 Page from 628852 to 628876 Being No. 160319798 for the year 2022 to undertake the work of development and sale under the terms of The Development Agreement above referred too.
- C. The said land is earmarked for the purpose of building a residential Project comprising of G+IV storied apartment building including Flats and Garage Spaces and other areas and also Common Areas and the said project shall be known as "SUKHER NEER ".
- D. 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/Owner regarding the Said Land on which Project is to be constructed have been completed.
- E. THE Kolkata Municipal Corporation has sanctioned the building plan to develop the project vide approval dated 2/02/23, bearing registration no/Plan no. 2022 110 446
- F. The Promoter has obtained the final layout plan approvals for the Project from Kolkata Municipal Corporation. The Owner and the Promoter agree and undertake that they shall not make any changes to these layout plans except in strict compliance with section 14 of the Real Estate (Regulation and Development) Act, 2016 ("Act") and other laws as applicable.
- G. The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at West Bengal at No..... on under registration no.
- H. Allottee had applied to the Promoter for allotment of a residential flat in the Project vide application No..... dated..... on the terms and conditions recorded therein, and under the provisional allotment letter bearing no. dated..... the Allottee has been allotted one residential apartment no..... having carpet area of..... square feet (Super Built Up area Sq. ft.) on floor of the building of SUKHER NEER along with one covered Car parking space vide No admeasuring square feet in the Floor of the building, as permissible under the applicable law and of pro rata share in the common area as defined under clause (n) of section 2 of the Act (Common Areas") (hereinafter referred to as the "Apartment" more particularly described in the PART II of the Schedule A and the floor plan or the apartment is annexed hereto and marked as (Schedule B).
- I. The Parties have gone through all the terms and conditions set out in this Agreement and

and agreements contained herein and other good and valuable consideration, the Parties agree as follows:

1. TERMS:

Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Apartment as specified in paragraph H;

The Total Price for the Apartment based on the carpet area is Rs. _____ (Rupees _____ only ("**Total Price**"). The break up thereof is given here under:

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

[AND]

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

Explanation:

1. The Total Price above includes the booking amount paid by the allottee to the Promoter towards the Apartment;
2. The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, GST, CGST, if any as per law, and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter) up to the date of handing over the possession of the Apartment;

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;
3. The Promoter shall periodically intimate to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/ notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
4. The Total Price of Apartment includes: 1) pro rata share in the Common Areas; and 2) _____ garage(s)/closed parking(s) as provided in the Agreement.

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

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

The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by

the promoter.

It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Allottee. Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.

The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand that from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this Agreement.

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

- (i) The Allottee shall have exclusive ownership of the Apartment;
- (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share / interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the promoter shall convey undivided proportionate title in the common areas to the association of allottees as provided in the Act;
- (iii) That the computation of the price of the Apartment includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and firefighting equipment in the common areas etc. and includes cost for providing all other facilities as provided within the Project.

It is made clear by the Promoter and the Allottee agrees that the Apartment shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.

It is understood by the Allottee that all other areas and i.e. areas and facilities falling outside the Project, namely _____ shall not form a part of the declaration to be filed with the Competent Authority in accordance with the West Bengal Apartment Ownership Act, 1972

The Promoter agrees to pay all outgoings before transferring the physical possession of the apartment to the Allottees, which it has collected from the Allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by

such authority or person.

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

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

2. MODE OF PAYMENT

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/demand draft or online payment (as applicable) in favour of "ALLIED PROPERTIES" payable at Kolkata.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES

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

The Promoter accepts no responsibility in this regard. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS

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

5. TIME IS ESSENCE

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

6. CONSTRUCTION OF THE PROJECT/APARTMENT

The Allottee has seen the specifications of the Apartment and accepted the Payment Plan, floor plans, layout

plans [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the West Bengal Municipal Building Rules, 2007 and shall not have an option to make any variation /alteration /modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE APARTMENT

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

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

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

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

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

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

Compensation –

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

Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, with interest at the rate specified in the Rules within 45 days including compensation in the manner as provided under the Act. Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the Apartment.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

1. The Owner have 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;
2. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
3. There are no encumbrances upon the said Land or the Project;
4. There are no litigations pending before any Court of law with respect to the said Land, Project or the Apartment;
5. All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Apartment and common areas;
6. 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;
7. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the said Land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;
8. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;
9. At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee and the common areas to the Association of the Allottees;
10. 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;
11. 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;
12. 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;

13. That the property is not Waqf property.

9. EVENTS OF DEFAULTS AND CONSEQUENCES

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

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

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

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

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

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

- (i) In case the Allottee fails to make payments for consecutive demands made by the Promoter as per the Payment Plan Schedule C annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate specified in the Rules.
- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond 3 (three) consecutive months after notice from the Promoter in this regard, the Promoter shall cancel the allotment of the Apartment in favour of the Allottee and refund the amount money paid to him by the allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

10. CONVEYANCE OF THE SAID APARTMENT

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

11. MAINTENANCE OF THE SAID BUILDING/APARTMENT/PROJECT

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of the allottees. The cost of such maintenance has been included in the Total Price of the Apartment.

Maintenance Charges (Excluding GST/Service Tax)

1. Maintenance Deposit cost to be paid per month per Sq. ft @ Rs. 60/- from the date of possession for 24 months out of which 12 months deposits amount is adjustable and another 12 months deposited amount shall remain as security money which shall be refunded by the Developer after hand over the project by the Developer to the Owner Association/Syndicate/ Maintenance committee after adjusting there from all dues if there would be any on account of such purposes which will bear no interest and will be adjusted to the credit of or refunded of such purposes which will bear no interest and will be adjusted to the credit of or refunded to the purchaser on the determination of agreement if so by any reason whatsoever
2. The actual amount of security deposit charged by the competent authority is payable by the purchaser for his personal electric meter for his unit(s)/flat(s)/car-parking space(s).

12. DEFECT LIABILITY

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

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

The Allottee hereby agrees to purchase the Apartment on the specific understanding that is/her right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the association of allottees (or the maintenance agency appointed by it) and performance by the Allottee of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of allottees from time to time.

14. RIGHT TO ENTER THE APARTMENT FOR REPAIRS

The Promoter / maintenance agency /association of allottees shall have rights of unrestricted access of all Common Areas, garages/closed parking's and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of allottees and/or maintenance agency to enter into the Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

15. USAGE

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

16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or

jeopardized. The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Apartment. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of allottees and/or maintenance agency appointed by association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE

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

18. ADDITIONAL CONSTRUCTIONS

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

19. PROMOTER SHALL NOT MORTGAGE OR CREATE CHARGE

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

20. APARTMENT OWNERSHIP ACT

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

21. BINDING EFFECT

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Registrar/Sub-Registrar/ registrar of Assurance for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30(thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

22. ENTIRE AGREEMENT

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said

apartment/ plot/building, as the case may be.

23. RIGHT TO AMEND

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

24. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/SUBSEQUENT ALLOTTEES

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

25. WAIVER NOT A LIMITATION TO ENFORCE

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

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

26. SEVERABILITY

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

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

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be the proportion which the carpet area of the Apartment bears to the total carpet area of all the Apartments in the Project.

28. FURTHER ASSURANCES

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

29. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in 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 Additional Sub-Registrar, Garia, and Additional Registrar of Assurances, Kolkata. Hence this Agreement shall be deemed to have been executed at Kolkata.

30. NOTICES

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

_____ Name of Allottee

_____ (Allottee Address)

M/S SUKHERNEER _____ (Name of the Promoter)

having its principal place of business at **6, Rani Rashmoni Bagan, Santoshpur, Kolkata-700075**
District: South 24-Parganas, West Bengal (Promoter Address)

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

31. JOINT ALLOTTEES

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

32. GOVERNING LAW

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

33. DISPUTE RESOLUTION

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

SCHEDULE 'A'

PART – I

DESCRIPTION OF LAND

ALL THAT piece and parcel of Bastu land measuring 3 cottah 8 chittak more or less lying in the District of South 24 parganas, Parganas-Kkasipur, P.S.-Survey park, JL-22, R.S Dad-536, R.S Khatian-76, L.R Dag 536, L.R Khatian-1898, 1899, 1900, 1901, 1902, 1904, 1906 land measuring 2 cottah 10 Chittak, and L.R Dag no. 539, L.R Khatian no. 1898, 1899, 1900, 1901, 1902, 1903, 1904, 1906 land measuring 14 Chittak, ward no.-104 of K.M.C, premises No. 72, Santoshpur Avenue, Kolkata-700075, P.S.-Survey park, Assessee No. 311043500720

ON THE NORTH : 125/2/B, Santoshpur Avenue
ON THE SOUTH : 15 feet Wide K.M.C Road
ON THE EAST : 125/4 Santoshpur Avenue
ON THE WEST : 125/2 Santoshpur Avenue

PART – II

DESCRIPTION OF APARTMENT

ALL THAT the Apartment No. _____ with Carpet Area of _____ square feet (Super built up area

PART – II
DESCRIPTION OF APARTMENT

ALL THAT the Apartment No. _____ with Carpet Area of _____ square feet (Super built up area

_____ Sq. ft.) approx. constructed in the ratio of such covered area of the Apartment on the same proportion out of the total area of the land on the _____ floor of _____

SCHEDULE 'B'

FLOOR PLAN OF THE APARTMENT ATTACHED HERETO

SCHEDULE 'C'

PAYMENT SCHEDULE

1.	On Booking	05%
2.	On execution of Agreement for Sale	15%
3.	On completion of Basement	15%
4.	On completion of 1 st Floor of casting	10%
5.	On completion of 3 rd Floor of casting	05%
6.	On completion of 5 th Floor of casting	05%
7.	On completion of 7 th Floor of casting	05%
8.	On completion of 9 th Floor of casting	05%
9.	On completion of 10 th Floor of casting	05%
10.	On completion of Roof casting	10%
11.	On completion of brick work of the particular unit	10%
12.	On completion of flooring of the flat	05%
13.	On or before completion of the flat and possession thereof	05%

SCHEDULE 'D'

SPECIFICATIONS, AMENITIES, FACILITIES
(WHICH ARE PART OF THE APARTMENT)

FOUNDATION - Earthquake Resistant RCC-framed structure with anti-termite treatment

WALL FINISH - Interior Autoclave Aerated Concrete block/brick with Putty
Exterior - High quality weatherproof cement/textured paint

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

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Alottee:

(1) Signature _____

SIGNED AND DELIVERED BY THE WITHIN NAMED

Promoter

(1) Signature _____

SIGNED AND DELIVERED BY THE WITHIN NAMED

Owner:

(1) Signature _____

At Kolkata on _____ in the presence of _____

WITNESSES

(1) Signature _____

Name _____

Address _____

(2) Signature _____

Name _____

Address _____

20/25
21/26

SCHEDULE 'D'**SPECIFICATIONS, AMENITIES, FACILITIES****(WHICH ARE PART OF THE APARTMENT)**

STRUCTURE	: R.C.C Frame Structure
WALLS FLOOR	: Outer wall 8" thick, inner wall 5" and/or 3" thick, All floors are floor tiles except kitchen and bath room marble.
DOOR	: All frames of good quality wood, all are completed by flush door with all the fittings i.e. lock, safety chain, eye ball, stopper, handle etc. as per developer test and Collapsible gate on main entrance gate on 4 owners flat
WINDOWS	: Aluminium Channel with outside grill.
KITCHEN	: Cooking platform with 3" glaze tiles, one sink, one exhaust fan point, one water points with C.P. Bib cock (one) on builder test.
TOILETS	: Glazed Tiles Up To 6 Feet Height From Floor Level Concealed Piping, Shower Point, W.C. Attached Toilet 5' Tiles and attached toilet with plan commode/pan and geezer.
FLOORING	: All flooring will be tiles except kitchen and toilets are finished with marble flooring.
ELECTRICAL	: All wiring will be copper with concealed, and switch fitting. (wire hovels and switches Anker brand)
INTERIOR WALL COATS	: All interior walls will be finished with a coat of plaster of Paris.
EXTERNAL	: Paint with Asian paint or equivalent
BALCONY	: Fitting with half grill.
LIFT	: 4 Persons with manual operation.
EXTRA WORK	: Any extra work and facilities other than the standard schedule shall be charged extra as decided by the builder/developer or their engineer and such amount shall be deposited before execution work.
RULES AND REGULATION	: As per Govt. rules applicable for Flats/Apartments

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SCHEDULE "E"**(Common areas and facilities)**

1. Stair, Staircase, Stair landings on all the floors and stair room.
2. Lift, Lift landings on all the floors and lift machine room.
3. Common passage.
4. Drainage system, Sewerage system with Fittings.
5. Common user right of Roof of the said building and roof parapet.
6. Water pump, water line, water pipes and other common plumbing installations.
7. Common electrical fittings and wirings.
8. Boundary wall and main entrance and exit gates, whole exterior of the building such other common parts, equipment's, installations, fixtures, fittings and spaces within the said building which are necessary for passage to the user and occupancy of the said flat/ unit in common.
9. The foundations, columns, girders, beams, supporting main walls, the main gate of the premises and the passage leading to the building and the staircase.
10. The installation for common service such as the drainage system in the premises, supply arrangements in the premises, electric connection and telephone connection to the premises.
11. Underground and overhead water reservoir in the Ground floor and the Top Floor of the building, pump, motor, pipes.

SCHEDULE - F**(COMMON EXPENSES)**

1. The expenses for maintaining, repairing, reconstructing and renewing the main structure, exteriors and in particular thereof the drainage system, main water discharge arrangement and the arrangement for supply of water, electricity and all common areas and services contained in the Third Schedule.
2. The cost of cleaning and lighting the entrance of the building and the passage and spaces around the building, lobby corridors, staircase etc.
3. Cost of repairing and decorating the exterior of the premises.
4. All Municipality Taxes and rates and all outgoings charges, surcharges and impositions now in force or which may hereafter be imposed on the said premises including interest or penalty accrued thereon.
5. Salary, wages, fees and remuneration of lawyers, engineers, accountants, caretaker, technicians, plumbers, electricians, masons, carpenters for maintenance and protection of the said premises and all administrations and management of the affairs thereof.
6. The cost of working and maintenance and pump and service charges.
7. All expenses of common services and in connection with common areas and facilities.

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8. Premium for insurance of the premises against earthquake and fire, if any.
9. Such expenses as are necessary for or incidental to the said maintenance and upkeep of the premises and of the common areas, facilities and amenities.

SCHEDULE - G

(Common Obligations & Rules and Regulations)

- 1) The share or interest in the land underneath is impartible and the PURCHASER shall not claim partition of the undivided proportionate share in the land and/or the common parts of the Building and/or in respect of the common service and utilities therein.
- 2) The PURCHASER shall apply for mutation of the Second Schedule property in his own name and apply for and have the said separately assessed for the purpose of Municipality rates and taxes.
- 3) The PURCHASER shall use the said Unit and all common portions peacefully with the other co-owners.
- 4) The PURCHASER shall co-operate with the Association and/or other Unit Owners in the Building for upkeep and proper maintenance and protection of the common portions.
- 5) The PURCHASER shall regularly and punctually pay the proportionate share of the common expenses and/or debts and in the manner provided for elsewhere in the Agreement and in case of default in making payment by the PURCHASER, the Association shall have the additional right without prejudice to its other rights to stop the electricity, water or other utilities to the said Unit to realize the due amounts from the PURCHASER.
- 6) The PURCHASER shall not do any of the following acts, deeds and things :
 - a) Violate any of the rules and/or regulations laid down for the common purpose and of the users of the common portions.
 - b) Injure, harm or damage the common portions of any other Unit in the Building by making any alternative or withdrawing any support or otherwise.
 - c) Carry out repairs in a manner so as not to affect the structural stability of the building.
 - d) Keep or store any offensive, combustible, obnoxious, dangerous or hazardous article in the said Unit.
 - e) Affix or draw any cable, wire, pipeline from and through any common portions or outside wall of the Building or other Units.

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- f) Keep any heavy articles on the floor or operate any machine other than the usual home appliance.

SCHEDULE - H

(Easements and Quasi-Easements)

The Co-Owners/Vendors shall allow each other and the Association, upon its formation, the following rights, easements, quasi-easements, privileges and/or appurtenances :

- i) The right common passage, user and movement in all common portions.
- ii) The right of passage of utilities, including, connection for telephones, televisions, pipes, cables etc. through each and every part of the new building, including the said Unit.
- iii) Rights of support, shelter and protection of each portion of new building by other and/or other thereof.
- iv) The absolute, unfettered and unencumbered right over the common portions SUBJECT TO the terms and conditions herein contained save and except car parking space/s.
- v) Such rights, supports, easements and appurtenances as are usually held, used, occupied or enjoyed as part or parcel of the said Unit.
- vi) Right to install television antenna at such place on the roof of the new building as may be demarcated by the Developer or the Association, upon formation for such purpose, from time to time without in any manner, disturbing any Co-Owners entitled exclusively to the same.

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