

ANNEXURE 'A'
[Seerule9]

AGREEMENT FOR SALE

This Agreement for Sale ("Agreement") executed on the
day of _____, 2026

BY
AND
BETWEEN

1.SAGNIK DAS [PAN: AOOPD9134N], [AADHAAR NO.:213642712084] son of Mr. PRADIP KUMAR DAS by faith- hindu, by Nationality-Indian by occupation- Service, residing at 79/1/A, R.B Road, Birati P.O.- Birati, P.S.- Nimta Kolkata- 700051,

2.ABHIJITMUKHOPADHYAY[Panno:BOEPM2347P],[AADHAARNO:857822047344] son of Late Amrita Lal Mukherjee , by nationality Indian by faith Hindu, by occupation-Service residing at 70,Kanai Lal Avenue , Sarisapara, ChandanNagar, Hooghly P.O &P.S- Chandannagar Pin-712136,

3.PANU RANJAN DAS [Panno:BHSPD6382C], [AADHAARNO: 937294149937] son of Late Nityananda Das , by nationality Indian by faith Hindu,

4.BIJOY RANJAN DAS [Panno:ARKPD5170B], [AADHAAR NO: 731036277060] son of Late NityanandaDas by nationality Indian by faith Hindu,

5.PADMA RANI DAS [Panno:EOTPD2355N], [AADHAAR NO: 722603140562] wife of Late Kanu Ranjan Das, by nationality Indian by faith Hindu,

6.KUNTAL DAS [Panno:AKKPD3185B], [AADHAAR NO: 264620170772] son of Late Kanu Ranjan Das, by nationality Indian by faith Hindu,

7.KOUSHIK DAS [Panno:CEEPD7577M], [AADHAAR NO: 2311 25940580]son of Late Kanu Ranjan Das, by nationality Indian by faith Hindu, All are residing at Rishi Bankim Road , Nimta P.O-Birati P.s- Nimta Pin- 700049,

3. DIPTI CHATTERJEE[Pan no:BEPPC3157L][AADHAARNO:827261238 839], daughter of late Haridas Banerjee by nationality Indian by faith Hindu, by occupation-Housewife residing at 67 S.N Banerjee Road, P.O & P.s- Nimta Kolkata-700049,

4. DIBAKAR BANERJE [Pan no:ADMPB4815F][AADHAAR NO:458559 895181], son of late Haridas Banerjee, by nationality Indian by faith Hindu, by occupation-Business residing at 10/A Kabi Nabin Nagar, R.B Road, P.O & P.s- Nimta Kolkata-700049,

5. TRIPTI MUKHERJEE[Pan no:AQFPM8752L][AADHAARNO:295692 861788] daughter of late Haridas Banerjee, by nationality Indian by faith Hindu, by occupation-Housewife residing at 10/A Kabi Nabin Nagar, R.B Road, P.O & P.s- Nimta Kolkata-700049,

6.BHASKAR BANDYOPADHYA@ BANERJE [Pan no:AHEPB2026Q] [AADHAAR NO: 739964074597] son of late Haridas Banerjee, by nationality Indian by faith Hindu, by occupation-Business residing at 10/A Kabi Nabin Nagar, R.B Road, P.O & P.s- Nimta Kolkata-700049,

7.SUVRA BANERJEE [Panno:BNKPB8044H][AADHAARNO:456451513 551] daughter of late Haridas Banerjee, by nationality Indian by faith Hindu, by occupation-Housewife residing at 10/A Kabi Nabin Nagar, R.B Road, P.O & P.s- Nimta Kolkata-700049,

8.ABHIJIT SAHA [Pan no:CTCPS6817E],[AADHAARNO: 913470032118] Sole Proprietor **SHINE CONSTRUCTIONS** son of Lt. Sunil Saha, by faith –Hindu , by occupation – Business, by nationality – Indian, residing at 101 R.B Road, P.s & P.o -Nimta Kolkata-700049.

The Vendor is represented by their Constituted Attorney **SHINE CONSTRUCTIONS** , having its office address at having its registered place of business at 101 R.B Road, Kolkata-700049, represented its Sole Proprietor named **SRI ABHIJIT SAHA** [Pan no: **CTCPS6817E**] [**AADHAAR NO:913470032118**] son of Lt.Sunil Saha, residing at 101 R..B Road, P.s & P.o -Nimta Kolkata-700049, hereinafter jointly called and referred to as the "**LAND OWNER/S**" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include her and each of her legal heirs, executors, administrators, representatives and assigns and nominee or nominees) of the **FIRST PART**

AND

SHINE CONSTRUCTIONS, having its registered place of business at 101 R.B Road, Kolkata-700049, represented its Sole Proprietor named **SRI ABHIJIT SAHA**[Pan no: **CTCPS6817E**] [**AADHAAR NO:913470032118**] son of Lt Sunil Saha, by faith -Hindu , by occupation - Business, by nationality - Indian, residing at 101 R.B Road, P.s & P.o -Nimta Kolkata-700049 By occupation- Business, by Nationality- Indian, by faith Hindu Hereinafter called and referred to as the "**DEVELOPER**" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its executors, administrators, representative, and assigns) of the (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his legal heirs, executors, administrators representatives nominees and assigns) of the of the **SECOND PART**.

AND

....., PAN-....., son of
....., residing at

....., by faith Hindu, by Nationality Indian,
by occupation

....., hereinafter referred to as the **PURCHASER** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include **his** heirs, successors, executors, administrators, legal representatives and assigns) of the **THIRD PART**.

Background, Representations, Warranties and Covenants

PART -A

(SAGNIK DAS land)

- i) One MRINALINI DEVI and KRISHNA MUKHOPADHYA is the sole owner and possessor of a plot of land measuring 10 (TEN) cottahs 00 (Zoro) chittacks 00 (Zoro) sqft an area comprising in C.S Dag No.2813, corresponding to R.S. Dag No. 2813/3605 presently L.R Dag No.: 2813/3605 under R.S. Khatian No.1161 , presently L.R Khatian No.1889 and 564 of the Mouza Uttar Nimta , J.L.No. . 2 , Re Sa. No. 102 Touzi No. 172 within the jurisdiction of Nimta police station , within the local limit of North Dum Dum Municipality, being Municipal Ward No. 12 under present Municipal Holding No.-61(16), R.B. Road (Rishi Bankim Road) in the District North 24 Parganas, Which is absolutely free from all encumbrance whatsoever by virtue of purchases from PRIYABRATA GHOSH by a kobala in Bengali Language and Bengali character registered at A.D.S.R. Cossipore Dum Dum. Office and recorded in for the year 1950, on 03/05/1950 against valuable consideration .

- ii) Since their purchase as above, the MRINALINI DEVI and KRISHNA MUKHOPADHYA is the sole owner and possessor of a plot of land measuring 10 (TEN) cottahs 00 (Zoro) chittacks 00 (Zoro) sqft land free from all encumbrances, attachments liens etc of any manner and whatsoever nature.
- iii) MRINALINI DEVI and Other herein agreed to sell and the purchaser SATYA RANJAN ROY agreed to purchase land measuring 7 (Seven) cottahs 08(eight) chittacks 30(thirty) sqft out of the said 10(TEN) cottahs 00(Zoro) chittacks 00 (Zoro) sqft comprising in C.S Dag No. 2813, corresponding to R.S. Dag No. 2813/3605 presently L.R Dag No. : 2813/3605 under R.S. Khatian No. 1161, presently L.R Khatian No. 1889 and 564 of the Mouza Uttar Nimta , J.L.No. . 2 , Re Sa. No. 102 Touzi No.172 within the jurisdiction of Nimta police station , within the local limit of North Dum Dum Municipality, being Municipal Ward No. 12 under present Municipal Holding No.-61(16), R.B. Road (Rishi Bankim Road) in the District North 24 Parganas, ,by a kobala in Bengali Language and Bengali character registered at A.D.S.R. Office Cossipore Dum Dum and recorded in book No.1, volume No. 67 , pages 229 to 232 , being No.4030 for the year 1956,on 18/07/1956 against valuable consideration .
- iv) Since their purchase as above, the SATYA RANJAN ROY is the sole owner and possessor of a plot of land measuring 7(Seven) Cottahs 08(eight) chittacks 30(thirty) sqft land free from all encumbrances, attachments liens etc of any manner and whatsoever nature.

- v) SATYA RANJAN ROY herein agreed to sell and the purchaser AJIT CHANDRA SARKAR agreed to purchase land measuring 7(Seven) Cottahs 08(eight) chittacks 30(thirty) sqft comprising C.S Dag No.2813, corresponding to R.S. Dag No. 2813/3605 presently L.R Dag No.: 2813/3605 under R.S. Khatian No.1161 , presently L.R Khatian No. 1889 and 564 of the Mouza Uttar Nimta , J.L.No. . 2 , Re Sa. No. 102 Touzi No.172 within the jurisdiction of Nimta police station , within the local limit of North Dum Dum Municipality, being Municipal Ward No. 12 under present Municipal Holding No.-61(16), R.B. Road in the District North 24 Parganas,Kolkata-700051,by a kobala in Bengali Language and Bengali character registered at A.D.S.R. Office Cossipore Dum Dum against valuable consideration .
- vi) Since their purchase as above, the AJIT CHANDRA SARKAR as the absolute owner of the said 7(Seven) Cottahs 08(eight) chittacks 30(thirty) sqft more or less, land free from all encumbrances, attachments liens etc of any manner and whatsoever nature.
- vii) AJIT CHANDRA SARKAR herein agreed to sell and the purchaser PRADIP KUMAR DAS agreed to purchase land measuring 7(Seven) Cottahs 00(ZERO) chittacks 38(thirty Eight) sqft including a small water body measured 1(One) Cottahs 12(Twelve) chittacks 8(Eight) sqft out of the said total land 7(Seven) Cottahs 08(eight) chittacks 30(thirty) sqft comprising C.S Dag No.2813, corresponding to R.S. Dag No. 2813/3605 presently L.R Dag No.: 2813/3605 under R.S. Khatian No.1161 , presently L.R Khatian No. 1889 and 564 of the Mouza Uttar Nimta , J.L.No. . 2 , Re Sa. No. 102 Touzi No. 172 within the jurisdiction of Nimta police station , within the local limit of North Dum Dum Municipality, being Municipal Ward No. 12 under present Municipal Holding No.-61(16), R.B. Road (Rishi Bankim Road) in the District North 24 Parganas ,by a kobala in Bengali Language and Bengali character registered at A.D.S.R. Office Cossipore Dum Dum and recorded in book No.1, volume No.: 35 , pages193 to196 , being No. 1994 for the year 1982,on 14/05/1982 against valuable consideration .

- viii) Since their purchase as above, PRADIP KUMAR DAS as the absolute owner of the said 7(Seven) Cottahs 00(ZERO) chittacks 38(thirty Eight) sqft more or less, including a small water body measured 1(One) Cottahs 12(Twelve) chittacks 8(Eight) sqft more or less land free from all encumbrances, attachments liens etc of any manner and whatsoever nature and have the full right to dispose or transfer the same to anybody in any way as he will think fit and proper.
- ix) AND WHERE AS now Pradip Kumar Das gifted aforesaid total land to his own son said SAGNIK DAS by the strength of a Registered Deed of Gift, registered on 03/05/2021, in the office of the District Sub Registrar, Barasat and recorded in Book No. I, Pages 1907 206493 to 206519, Being No. 150106112, in the year 2021, against love affection mentioned thereon.
- x) That the virtue of above Gift Deed the said SAGNIK DAS (the Land Owner herein) is the absolute owner and possessor of plots land total 7(Seven) Cottahs 00(ZERO) chittacks 38(thirty Eight) sqft more or less, including a small water body measured 1(One) Cottahs 12(Twelve) chittacks 8(Eight) sqft absolutely free from all encumbrances whatsoever by virtue of registered Deed of Gift from his father and have been absolutely free from all encumbrances and have been enjoying the peacefully, free, absolutely and without any interruptions from any corner whatsoever and have full right to enter and execute all Agreement, dispose or transfer the same to anybody in any way as they will fit and proper.
- xi) **Registered Development Agreement** : The said **SAGNIK DAS** measured the land and 7(Seven) Cottahs 00(ZERO) chittacks 38(thirty Eight) sqft feet more or less in their khas possession, and entered into a Registered Development Agreement with the present Developer, **SHINE CONSTRUCTIONS**, for constructing multi storied buildings on the said plot of land. The said Development Agreement was registered on 24.06.2024, in the office of the A.D.S.R. Belghoria, and recorded in Book No. I, CD Volume No.1526 -2024, Pages 83260 to 83290, Deed No. 152602808 of 2024.

- xii) **Registered Power of Attorney** : The said **SAGNIK DAS** also executed a Registered General Power of Attorney, registered on in the office of the A.D.S.R. Belghoria, and recorded in Book No. I, CD Volume No.1526 - 2024, Pages 83451to83470 , Deed No. 152602813 of 2024, appointing **SRI ABHIJIT SAHA** Sole Proprietor of **SHINE CONSTRUCTIONS**, Developer herein, as their Constituted Attorney.

PART -B

(ABHIJIT MUKHOPADHYAY land)

1. One SANTI RANI BANDYOPADHYA is the sole owner and possessor of a plot of land measuring an area of was 10 cottashs 15 chittacks 00 sqft comprising in C.S Dag No 2796 corresponding to R.S Dag No 2796/3722 ,2796/3726, under R.S khatian No - 778 & 1019 , of the Mouza Uttar Nimta , J.L.No . 2 , Touzi No.172 within the jurisdiction of Nimta Police station , within the local limit of North Dumdum Municipality, being Municipal Ward No.-12 in the District North 24 Parganas,Kolkata-700049 , Which is absolutely free from all encumbrance whatsoever by virtue of purchases from SAMARENDRA NATH BASU by a kobala in Bengali Language and Bengali character registered at A.D.S.R. Office Cossipore and recorded in book no1, volume no 38, pages 180 to 182 , being no 2671 for the year 1961, against valuable consideration mentioned thereon.
2. One SANTI RANI BANDYOPADHYA is the sole owner and possessor of a plot of land measuring an area of was 1 cottashs 00 chittacks 00 sqft comprising in R.S Dag No 2813 under R.S.khatian No.1161, of the Mouza Uttar Nimta , J.L.No . 2, Touzi No.172 within the jurisdiction of Nimta Police station , within the local limit of North Dumdum Municipality, being Municipal Ward No 12 in the District North 24 Parganas,Kolkata-700049 , Which is absolutely free from all encumbrance whatsoever by virtue of purchases from Smt Krishna Mukhopadhyaya by a kobala in Bengali Language and Bengali character registered at A.D.S.R. Office Cossipore and recorded in book no1, volume no 110 , pages 19 to 21 , being No. 6951 for the year 1963, against valuable consideration mentioned thereon.

3. Since there is Two (2) time purchase as above, the SANTI RANI BANDYOPADHYA as the absolute owner of the said 11 (cottashs) 15 (Fifteen) chittacks 00(Zoro) sft more or less, land free from all encumbrances, attachments liens etc of any manner and whatsoever nature.
4. The said SANTI RANI BANDYOPADHYA gift **11 cottashs 15 chittacks 00(Zoro) sft** more or less to her daughter in law BARNALY CHATTERJEE, by the strength of a Registered Deed of Gift, registered on 05/02/2008, in the office of the A.D.S.R. Office, Cossipore Dumdum and recorded in Book No. I, CD Volume No. 105, Pages 43 to 48 , Being No. 3873, in the year 2007, against love affection mentioned thereon.
5. That the virtue of above Gift Deed the said **BARNALY CHATTERJEE** is the absolute owner and possessor of plots of Bastu land total **11 cottashs 15 chittacks 00(Zoro) sft** more or less comprised in R.S.Dag No 2796/3722 ,2796/3726, 2813 under R.S. khatian No.778, 1019 & 1161 , of the Mouza Uttar Nimta , J.L.No . 2 , Touzi No.172 within the jurisdiction of Nimta Police station , within the local limit of North Dumdum Municipality, being Municipal Ward No12 in the District North 24 Parganas,Kolkata-700049 .
6. Said **BARNALY CHATTERJEE** was died on 25.04.2021 leaving behind her husband **ABHIJIT MUKHOPADHYAY** as her legal heirs.
7. Thus on this basis of the aforesaid facts and circumstances the said above mention **ABHIJIT MUKHOPADHYAY** became the absolute owner of the aforesaid land measuring **11 cottashs 15 chittacks 00(Zoro) sft** .
8. **Registered Development Agreement** : The said **ABHIJIT MUKHOPADHYAY** measured the land and 7(Seven) Cottahs 00(ZERO) chittacks 38(thirty Eight) sqft feet more or less in their khas possession, and entered into a Registered Development Agreement with the present Developer, **SHINE CONSTRUCTIONS**, for constructing multi storied buildings on the said plot of land. The said Development Agreement was registered on 24.06.2024 A.D.S.R. Belghoria, and recorded in Book No. I, CD Volume No.1526 -2024, Pages 83526 to 83556 , Deed No. 152602818 of 2024.

9. Registered Power of Attorney : The said **ABHIJIT MUKHOPADHYAY** also executed a Registered General Power of Attorney, registered on in the office of A.D.S.R. Belghoria, and recorded in Book No. I, CD Volume No.1526 - 2024, Pages 83609to83627 , Deed No. 152602821 of 2024, appointing **SRI ABHIJIT SAHA** Sole Proprietor of **SHINE CONSTRUCTIONS**, Developer herein, as their Constituted Attorney.

PART -C

(PANU RANJAN DAS, BIJOY RANJAN DAS, PADMA RANI DAS, KUNTAL DAS, KOUSHIK DAS land)

1. One SANTI RAMA DAS is the sole owner and possessor of a plot of land measuring an area of was 10 cottashs 15 chittacks 00 sqft comprising in Dag No 2796 khatian No - 778 & 1019 , of the Mouza Uttar Nimta , J.L.No . 2 , Touzi No.172 within the jurisdiction of Nimta Police station , within the local limit of North Dumdum Municipality, being Municipal Ward No.-12 in the District North 24 Parganas,Kolkata-700049 , Which is absolutely free from all encumbrance whatsoever by virtue of purchases from MADAN MOHON DAS by a kobala in Bengali Language and Bengali character registered at A.D.S.R. Office Cossipore and recorded in book no1, volume no 67, pages 125 to 128 , being no 4199 for the year 1956, against valuable consideration mentioned thereon.
2. Since there is purchase as above, the SANTI RAMA DAS as the absolute owner of the said 10 cottashs 15 chittacks 00 sqft more or less, land free from all encumbrances, attachments liens etc of any manner and whatsoever nature.

3.The said SANTI RAMA DAS and Other herein agreed to sell and the purchaser PANU RANJAN DAS agreed to purchase land measuring 2 cottahs 15(eight) chittacks 13 sqft out of the said 10 cottashs 15 chittacks 00 sqft comprising in Dag No 2796 khatian No - 778 & 1019 , of the Mouza Uttar Nimta , J.L.No . 2 , Touzi No.172 within the jurisdiction of Nimta Police station , within the local limit of North Dumdum Municipality, being Municipal Ward No.-12 in the District North 24 Parganas,Kolkata-700049,by a kobala in Bengali Language and Bengali character registered at A.D.S.R.Office Cossipore Dum Dum and recorded in book No.1, volume No. 84, pages329 to 334 , beingNo.03627 for the year 1999,on 02/07/1998 againstvaluable consideration .

4.Said SANTI RAMA DAS and her husband namely Nityananda Das was died leaving behind the following person respectively as her legal heirs.

NAME	RELATIONSHIP WITH THE DECEASED
1) PANU RANJAN DAS	SON
2) BIJOY RANJAN DAS	SON
3) KANU RANJAN DAS	SON

all are the son of Late Nityananda Das & Santi Rama Das from residing at Rishi Bankim Road , Nimta P.O-Birati P.s- Nimta Pin-700049 by faith Hindu, by nationality Indian.

5) Thus on this basis of the aforesaid facts and circumstances the said above mention(i) PANU RANJAN DAS, (ii) BIJOY RANJAN DAS (iii) KANU RANJAN DAS all became the absolute joint owner of the aforesaid land measuring 7 cottashs 15 chittacks 32 sqft.

- 6) The said KANU RANJAN DAS was died on 21.02.2022 leaving behind the following person respectively as her legal heirs.

NAME	RELATIONSHIP WITH THE DECEASED
PADMARANI DAS	WIFE
KUNTAL DAS	SON
KOUSHIK DAS	SON

The Said present landowner namely (i) **PANU RANJAN DAS**, (ii) **BIJOY RANJAN DAS** (iii) **PADMARANI DAS** (iv) **KUNTAL DAS** (V) **KOUSHIK DAS** herein amalgamated the said two plots of land and converted the same into a single plot / Holding from the concerned North Dum Dum Municipality and after amalgamation the said property comes into total area of **7 cottahs 15 chittacks 32 sqft .**

7) Registered Development Agreement : The said (i) PANU RANJAN DAS, (ii) BIJOY RANJAN DAS (iii) PADMARANI DAS (iv) KUNTAL DAS (V) KOUSHIK DAS measured the land and 7(Seven) Cottahs 00(ZERO) chittacks 38(thirty Eight) sqft feet more or less in their khas possession, and entered into a Registered Development Agreement with the present Developer, **SHINE CONSTRUCTIONS**, for constructing multi storied buildings on the said plot of land. The said Development Agreement was registered on 04.07.2024 A.D.S.R. Belghoria, and recorded in Book No. I, CD Volume No.1526 -2024, Pages 89604to89637 , Deed No. 152603034 of 2024.

8)Registered Power of Attorney : The said (i) PANU RANJAN DAS, (ii) BIJOY RANJAN DAS (iii) PADMARANI DAS (iv) KUNTAL DAS (V) KOUSHIK DAS also executed a Registered General Power of Attorney, registered on in the office of the 2024 A.D.S.R. Belghoria, and recorded in Book No. I, CD Volume No.1526 -2024, Pages 89667to89690 , Deed No. 152603038 of 2024.appointing **SRI ABHIJIT SAHA** Sole Proprietor of **SHINE CONSTRUCTIONS**, Developer herein, as their Constituted Attorney.

PART -C(i)**(PANU RANJAN DAS, land)**

1. One SANTI RAMA DAS is the sole owner and possessor of a plot of land measuring an area of was 10 cottashs 15 chittacks 00 sqft comprising in Dag No 2796 khatian No - 778 & 1019 , of the Mouza Uttar Nimta , J.L.No . 2 , Touzi No.172 within the jurisdiction of Nimta Police station , within the local limit of North Dumdum Municipality, being Municipal Ward No.-12 in the District North 24 Parganas,Kolkata-700049 , Which is absolutely free from all encumbrance whatsoever by virtue of purchases from MADAN MOHON DAS by a kobala in Bengali Language and Bengali character registered at A.D.S.R. Office Cossipore and recorded in book no1, volume no 67, pages 125 to 128 , being no 4199 for the year 1956, against valuable consideration mentioned thereon.
3. Since there is purchase as above, the SANTI RAMA DAS as the absolute owner of the said 10 cottashs 15 chittacks 00 sqft more or less, land free from all encumbrances, attachments liens etc of any manner and whatsoever nature.
4. The said SANTI RAMA DAS and Other herein agreed to sell and the purchaser PANU RANJAN DAS agreed to purchase land measuring 2 cottahs 15(eight) chittacks 13 sqft out of the said 10 cottashs 15 chittacks 00 sqft comprising in Dag No 2796 khatian No - 778 & 1019 , of the Mouza Uttar Nimta , J.L.No . 2 , Touzi No.172 within the jurisdiction of Nimta Police station , within the local limit of North Dumdum Municipality, being Municipal Ward No.-12 in the District North 24 Parganas,Kolkata-700049,by a kobala in Bengali Language and Bengali character registered at A.D.S.R. Office Cossipore Dum Dum and recorded in book No.1, volume No. 84, pages 329 to 334 , being No.03627 for the year 1999,on 02/07/1998 against valuable consideration .

5. The said PANU RANJAN DAS gift 2 cottahs 15(eight) chittacks 13 sqft more or less to his brother BIJOY RANJAN DAS, by the strength of a Registered Deed of Gift, registered on 05/02/2008, in the office of the D.S.R.-1 Office, and recorded in Book No. I, CD Volume No. 1501-2016, Pages 17930 to 17946 , Being No. 0656, in the year 2016, on 28/01/2016 against love affection mentioned thereon.

5. That the virtue of above Gift Deed the said BIJOY RANJAN DAS is the absolute owner and possessor of plots of Bastu land total 2 cottahs 15(eight) chittacks 13 sqft more or less land free from all encumbrances, attachments liens etc of any manner and whatsoever nature.

6. The said BIJOY RANJAN DAS gift 2 cottahs 15(eight) chittacks 13 sqft more or less to his brother PANU RANJAN DAS, by the strength of a Registered Deed of Gift, registered on 05/02/2008, in the office of the A.D.S.R. Office Belghoria , and recorded in Book No. I, CD Volume No. 1526-2019, Pages 46499 to 46522 , Being No. 152601415, in the year 2019, on 04/01/2019 against love affection mentioned thereon.

7. Thus on this basis of the aforesaid facts and circumstances the said above mention PANU RANJAN DAS became the absolute owner of the aforesaid land measuring 2 cottahs 15(eight) chittacks 13 sqft.

8. **Registered Development Agreement** : The said PANU RANJAN DAS, measured the land and 7(Seven) Cottahs 00(ZERO) chittacks 38(thirty Eight) sqft feet more or less in their khas possession, and entered into a Registered Development Agreement with the present Developer, **SHINE CONSTRUCTIONS**, for constructing multi storied buildings on the said plot of land. The said Development Agreement was registered on 04.07.2024 A.D.S.R. Belghoria, and recorded in Book No. I, CD Volume No.1526 -2024, Pages 89638 to 89666 , Deed No. 152603033 of 2024.

9.Registered Power of Attorney : The said PANU RANJAN DAS, also executed a Registered General Power of Attorney, registered on in the office of the A.D.S.R. Belghoria, and recorded in Book No. I, CD Volume No.1526 -2024, Pages 89691to89710, Deed No. 152603037 of 2024, appointing **SRI ABHIJIT SAHA** Sole Proprietor of **SHINE CONSTRUCTIONS**, Developer herein, as their Constituted Attorney.

PART -D

**(DIPTI CHATTERJEE, DIPAK KUMAR BANERJEE,DIBAKAR BANERJEE,
TRIPTI MUKHERJEE,BHASKAR BANDYOPADHYA, SUVRA BANERJEE
land)**

1. One RADHA NATH DAS is the sole owner and possessor of a plot of land measuring an area of was **10 cottashs 15 chittacks 00 sqft** comprising in C.S dag no. 2796,2797 under C.S khatian no.778, of the Mouza Uttar Nimta , J.L.No . 8 , Touzi No.172 within the jurisdiction of Nimta Police station , within the local limit of North Dumdum Municipality, being Municipal Ward No12,in the District North 24 Parganas,Kolkata-700049 , Which is absolutely free from all encumbrance whatsoever by virtue of purchases from SAMARENDRA NATH BASU by a kobala in Bengali Language and Bengali character registered at A.D.S.R. Office Cossipore and recorded in book no1, volume no 95, pages 221to 222 , being no6659 for the year 1955,on 29/07/1955 against valuable consideration mentioned thereon.
2. Since their purchase as above, the RADHA NATH DAS as the absolute owner of the 10 cottashs 15 chittacks 00 sqft land free from all encrumbrances, attachments liens etc of any manner and whatsoever nature.

3. RADHA NATH DAS herein agreed to sell and the purchaser HARI DAS BANDHOPADHYA agreed to purchase land measuring 10 cottashs 15 chittacks 00 sqft more or less comprising C.S dag no. 2796/2797 under C.S khatian no.778 , of the Mouza Uttar Nimta , J.L.No . 8 , Touzi No.172 within the jurisdiction of Nimta Police station , within the local limit of North Dumdum Municipality, in the District North 24 Parganas,Kolkata-700049 ,by a kobala in Bengali Language and Bengali character registered at A.D.S.R. Office Cossipore Dum Dum and recorded in book no1, volume no 15, pages 167-169 , being no 719 for the year 1959,on 04/02/1959 against valuable consideration mentioned thereon.
4. Since their purchase as above, the HARI DAS BANDHOPADHYA as the absolute owner of the 10 cottashs 15 chittacks 00 sqft land free from all encumbrances, attachments liens etc of any manner and whatsoever nature.
5. HARI DAS BANDHOPADHYA herein agreed to sell and the purchaser Manik Das agreed to purchase land measuring 3cottashs 15 chittacks 00 sqft more or less out of total land 10 cottashs 15 chittacks 00 sqft by a kobala in Bengali Language and Bengali character registered at A.D.S.R. Office Cossipore Dum Dum and recorded in book no1, volume no 94, pages 154-157 , being no 6569,on 17/08/1959 against valuable consideration mentioned thereon .Said Manik Das herein agreed to sell and the purchaser Biswarsar Roy agreed to purchase land measuring 3cottashs 15 chittacks 00 sqft by a kobala in Bengali Language and Bengali character registered at A.D.S.R. Office Cossipore Dum Dum and recorded in book no1, volume no 94, pages 134-137, being no 4816,on 22/06/1959 against valuable consideration mentioned thereon .
6. Said the above fact, the HARI DAS BANDHOPADHYA son of Nalini Mohon Bondhapadhyas as the absolute owner with indefeasible right title and interest therein have and are lawfully seized and possessed of the said land measuring **7cottashs 00chittacks 00 sqft** more or less land free from all encumbrances, attachments liens etc of any manner and what so ever nature. Said HARI DAS BANDHOPADHYA was died on 23.08.2008 leaving

behind his wife Santi Rani Banerjee who also died on 08/08/2012 the following person respectively as her legal heirs.

<u>NAME</u>	<u>RELATIONSHIP WITH THE DECEASED</u>
1)DIPTI CHATTERJEE	DAUGHTER
2)DIPAK KUMAR BANERJEE	SON
3)DIBAKAR BANERJEE	SON
4)TRIPTI MUKHERJEE	DAUGHTER
5)BHASKAR BANDYOPADHYA	SON
6) SUVRA BANERJEE	DAUGHTER

all are the son & daughter of late HARI DAS BANDHOPADHYA & SANTI RANI BANDYOPADHYA. Thus on this basis of the aforesaid facts and circumstances the said above mention (i) DIPTI CHATTERJEE (ii) DIPAK KUMAR BANERJEE (iii) DIBAKAR BANERJEE (iv) TRIPTI MUKHERJEE (v)BHASKAR BANDYOPADHYA, (vi) SUVRA BANERJEE, all became the absolute joint owner of the aforesaid land measuring 7 cottashes 00 chittacks 00 sqft more or less more or less equally that means 1cottashes 2chittacks 30 sft each.

7. DIPAK BANERJEE sell his share that means **1 cottashes 2 chittacks 30sft** against valuable consideration.
8. Now (i) DIPTI CHATTERJEE(ii) DIBAKAR BANERJEE (iii) TRIPTI MUKHERJEE (iv)BHASKAR BANDYOPADHYA, (v) SUVRA BANERJEE, presently jointly owner of **5cottashes 13 chittacks 15 sqft** land.
9. **Registered Development Agreement** : The said PANU RANJAN DAS, measured the land and 7(Seven) Cottahs 00(ZERO) chittacks 38(thirty Eight) sqft feet more or less in their khas possession, and entered into a Registered Development Agreement with the present Developer, **SHINE CONSTRUCTIONS**, for constructing multi storied buildings on the said plot of land. The said Development Agreement was registered on 11.07.2024 A.D.S.R. Belghoria, and recorded in Book No. I, CD Volume No.1526 -2024, Pages 96044to96073 , Deed No. 152603204 of 2024.

10.Registered Power of Attorney : The said PANU RANJAN DAS, also executed a Registered General Power of Attorney, registered on in the office of the A.D.S.R. Belghoria, and recorded in Book No. I, CD Volume No.1526 -2024, Pages 95598to95620 , Deed No. 152603218 of 2024., appointing **SRI ABHIJIT SAHA** Sole Proprietor of **SHINE CONSTRUCTIONS**, Developer herein, as their Constituted Attorney.

PART –E

(SHINE CONSTRUCTIONS Sole Proprietor named SRI ABHIJIT SAHA)

1. The DIPAK BANERJEE herein agreed to sell his share that means **1 cottashs 2 chittacks 30sft** to SHINE CONSTRUCTIONS, having its registered place of business at 101 R.B Road, Kolkata-700049, represented its Sole Proprietor named SRI ABHIJIT SAHA . After hearing such intention of the DIPAK BANERJEE, the said ABHIJIT SAHA offered to the DIPAK BANERJEE for such purchase the said plot of land measuring an area 1cottashs 02chittacks 30 sft together with all easement rights along with common passage comprised in Dag No 2796 ,2797, under khatian No.778 of the Mouza Uttar Nimta , J.L.No . 2 , Touzi No.172 within the jurisdiction of Nimta police station , within the local limit of North DumDum Municipality, being Municipal Ward No 12 in the District North 24 Parganas, Rishi Bankim Road Kolkata-700049 and after long discussion, the DIPAK BANERJEE have agreed to sell the said property to the present purchaser ABHIJIT SAHA
2. Now the DIPAK BANERJEE hereby agreed to execute and register the proper Deed of Conveyance unto the favour of the Purchaser ABHIJIT SAHA. The said Deed of Conveyance was registered on 28.02.2024, in the office of the A.D.S.R.Belghoria, and recorded in Book No. I, CD Volume No.1526 -2024, Pages 34558 to34578 , Deed No. 152600934 of 2024.

3. The above fact, the ABHIJIT SAHA Sole Proprietor of SHINE CONSTRUCTIONS the absolute owner of the said land measuring 1cottashs 02chittacks 30 sft more or less land free from all encumbrances, attachments liens etc of any manner and what so ever nature.

PART –F

Amalgamated Land

The Said present landowner namely **SAGNIK DAS, ABHIJIT MUKHOPADHYAY, PANU RANJAN DAS, BIJOY RANJAN DAS, PADMA RANI DAS, KUNTAL DAS, KOUSHIK DAS, DIPTI CHATTERJEE, DIPAK KUMAR BANERJEE, DIBAKAR BANERJEE, TRIPTI MUKHERJEE, BHASKAR BANDYOPADHYA, SUVRA BANERJEE**

ABHIJIT SAHA herein amalgamated their amalgamated their above said plots of land which described in the Part –A,B,C,C(i)D & E and converted the same into a single plot/Holding which no 61(16) from the concerned North Dum Dum Municipality and the said authority issue a certificate no.NDDM/ASST/AMLG date on 08.05.2025 in the year 2025 and after amalgamation the said property comes into total area of 36 cottashs 14chittacks 38 sqft is which described in the First Schedule here under written. The said land measuring 36 cottashs 14chittacks 38 sqft more or less, comprised in as follow:-

PART NO	LAND MEASURING
PART NO A	7(Seven) Cottahs 08(eight) chittacks 38(thirty) sqft
PART NO B	11 cottashs 15 chittacks 00(Zoro) sft
PART NO C	7 cottashs 15 chittacks 32 sqft
PART NO C(i)	2 cottahs 15(eight) chittacks 13 sqft
PART NO D	5cottashs 13 chittacks 15 sqft land
PART NO E	1cottashs 02chittacks 30 sft
TOTAL LAND	36 cottashs 14chittacks 38 sqft

Developer :SHINE CONSTRUCTIONS, having its registered place of business at 101 R..B Road, Kolkata-700049, represented its Sole Proprietor named **SRI ABHIJIT SAHA** son of Lt Sunil Saha, by faith – Hindu , by occupation – Business, by nationality – Indian, residing at 101 R..B Road, P.s & P.o -Nimta Kolkata-700049 , hereinafter called and referred to as the DEVELOPER.

Construction of Building: The said Developer in constructing a multi storied building namely **“TULIP ENCLAVE”** on the said plot of land more fully described in the First Schedule hereunder written.

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;

The North DumDum, Municipality has granted the commencement certificate to develop the Project vide Plan No: SWS-OBPAS/2122/2026/0118 date on 01.04.2026.

The Promoter has obtained the final layout plan approvals for the Project from North DumDum Municipality. The Promoter agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with section 14 of the Act and other laws as applicable;

The Promoter has applied for registration of the Project under the provision of the Act with the Real Estate Regulatory Authority.

The Allottee had applied for an apartment in the Project vide application no. _____ dated _____ and has been allotted apartment no. _____

_____ Having carpet area of _____ square feet, type _____,

on _____ floor in [tower/block/building] no. _____

("Building") along with garage/closed parking no. _____ ad measuring _____ square feet in the _____

_____[Please insert the location of the garage/closed parking], as permissible under the applicable law and of pro rata share in the common areas ("Common Areas") as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the "Apartment" more particularly described in Schedule A and the floor plan of the apartment is annexed hereto and marked as Schedule B);

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

B. _____
 _____[Please enter any additional disclosures/details].

C. 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.

D. 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.

E. 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/closed parking (if applicable) as specified in paragraph H;

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

1. TERMS:

Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, _____ the _____ [Apartment/Garage _____ if applicable] as specified in paragraph H; The Total Price for the Apartment/Garage is Rs.

_____ (Rupees _____ only) Block No. _____

Apartment No. _____ Type _____ Floor _____ Carpet Area _____ Square Feet

Rate of Apartment per square feet (Carpet Area)	Rs.
Rate of Apartment per square feet (Super Built-up Area)	Rs.
Price of Apartment.	Rs.
Price of Car Parking – 1	Rs.
Total Price of Apartment and garage (excluding GST)	Rs.
GST on the above amount (@1%)	Rs.
Total Price of Apartment and garage (Including GST)	Rs.

Explanation:

- (i) The Total Price above includes the booking amount paid by the allottee to the Promoter towards the Apartment. 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) upto the date of handing over the possession of the [Apartment/Plot]: Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the allottee to the promoter shall be increased/reduced based on such change / modification;
- (ii) 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;
- (iii) The total price above does not include stamp duty, registration charges, lawyer fees, maintenance charges, any extra work charges and all other incidental and legal expenses etc;
- (iv) The Total Price of [Apartment/Garage] includes: 1) pro rata share in the Common Areas; and 2) ____ one __ garage(s)/closed parking(s) as provided in the Agreement.

The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time.

The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

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

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

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

The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then the Promoter shall refund the excess money paid by the 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 the 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 of this Agreement.

Subject to Clause 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];
- (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share /interest of Allottee in the Common Area is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottee to use the

Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the promoter shall convey undivided proportionate title in the common areas to the association of allottees as provided in the Act;

- (iii) That the computation of the price of the [Apartment/Plot] includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and firefighting equipment in the common areas etc. and includes cost for providing all other facilities as provided within the Project.

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

It is understood by the Allottee that all other areas and i.e. areas and facilities falling outside the Project, 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 promoter will not be liable for any outgoings for which the liability is created or related to after completion of the Project.

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

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

1. MODE OF PAYMENTS

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 JASODA HEIGHTS PRIVATE LIMITED'
 payable at Kolkata.

2. 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.

3. 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.

4. TIME IS ESSENCE

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

5. CONSTRUCTION OF THE PROJECT/ APARTMENT

The Allottee has seen the specifications of the [Apartment] and accepted the Payment Plan, floorplans, layout plans 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 provision prescribed by the West Bengal Housing 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.

6. 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 June 2028, 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"). A six (6) months of grace period from the above mentioned date is allowed to the Promoter to hand over the apartment (that is till December, 2028). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment in respect of the said Apartment and garages, if applicable, within 45 days from that date without any interest charges. After refund of the money paid by the Allottee, Allottee agrees that he/she shall not have any rights,

claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

Procedure for taking possession– The Promoter, upon obtaining the occupancy certificate* from the competent authority shall offer in writing the possession of the [Apartment/Plot], to the Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter shall give possession of the [Apartment/ Plot] to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of 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 after 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/Plot] to the allottee. In case the Allottee fails to take possession within the time provided in clause, such Allottee shall continue to be liable to pay maintenance charges as applicable from the date of such intimation.

Possession by the Allottee–

After obtaining the occupancy certificate* and handing over physical possession of the [Apartment/Plot] to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of the Allottee 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. The Allottee must give a written confirmation to the promoter for any 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 dates specified herein; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason the Promoter shall be liable, on demand to the allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the [Apartment / Plot], with interest at the rates 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.

7. 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 with respect to the said Land, Project or the Apartment. 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 law in relation to the Project, said Land, Building and Apartment and common areas;
- (v) 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;
- (vi) 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 her rights of Allottee under this Agreement;
- (vii) 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;
- (viii) At the time of execution of the conveyance deed the Promoter shall hand over lawful, vacant, peaceful, physical possession of the Apartment to the Allottee and the common areas to the Association of the Allottees;
- (ix) 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.

- (x) 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;
- (xi) 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. That the property is not Waqf property.

8. EVENTS OF DEFAULTS AND CONSEQUENCES

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

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

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 there after 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 rates specified in the Rules, for every month of delay till the handing over of the possession of the Apartment.

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

(i) In case the Allottee fails to make payments for consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest to the promoter on the unpaid amount at the rates specified in the Rules.

(ii) In case of Default by Allottee under the condition listed above continues for a period beyond consecutive months after notice from the Promoter in this regard, the Promoter shall cancel the allotment of the [Apartment/Plot] in favour of the Allottee and refund the amount money paid to him by the allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

9. 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 provision of Indian Stamp Act, 1899 including any action taken or deficiencies/ penalties imposed by the competent authority.

10. 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, and shall be paid separately at the time of giving possession. The maintenance Charges will be Rs. 0.75 (Seventy Five Paise) per sqft. Of Super built-up area of the Apartment, and can be increased by the promoter/Association of Allottee, When formed at the time of or after giving possession of the said Apartment. Non-payment or late payment of maintenance charges by the allottee will attract penalty by the promoter/Association of Allottees when formed.

11. 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

12. 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 his/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. For personal meter purpose allottee pay 45,000/- as extra.

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/closed parking's and parking spaces for providing necessary maintenance service 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 to the contrary, with a view to set right any defect.

14. USAGE

Use of Basement and Service Areas: The and service areas, if any, as located within the, 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 service 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:

the Allottee shall, after taking possession, be solely responsible to maintain the Apartment at this/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 and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and

tenantablerepairandmaintainthesameinafitandproperconditiona ndensurethatthe support, shelter etc. of the Building is not in any way damaged or jeopardized. TheAllotteefurtherundertakes,assuresandguaranteesthathe/she wouldnotputany sign-board/name-plate, neonlight, publicity material oradvertisementmaterialetc. On the face/ facadeoftheBuildingoranywhereontheexterioroftheProject,buildin gsthereinorCommonAreas.TheAllotteesshallalsonotchangethecol ourschemeoftheouterwallsorpaintingoftheexteriorsofthewindo wsorcarryout any change in the exterior elevation or design. Further the Allottee shall not store any hazardousorcombustiblegoodsinthe[Apartment/Plot]orplaceany heavymaterialinthecommonpassagesorstaircaseoftheBuilding.Th eAllotteeshallalsonotremoveanywall,includingtheouterandloadbe aringwalloftheApartment.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 beresponsible for any loss or damages arising out of breach of any of the aforesaidconditions.

16. COMPLIANCE OF LAWS, NOTIFICATION SETC. BY ALLOTTEE

TheAllotteeisenteringintothisAgreementfortheallotmentofaApart mentwiththe 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/sheshall comply with and carry out, from time to time after he/she has taken over for occupation and use the said [Apartment/Plot], all the requirements, requisitions,demands and repairs which are required by any competent Authority in respect of the Apartment at his/ her own cost.

17. ADDITIONAL CONSTRUCTIONS

The promoter undertakes that it has no right to make additions or to put up additional structural any where in the project after the building plan has been approved by the competent authority (ies) except for as provided in the Act.

18. PROMOTER SHALL NOT MORTGAGE OR CREATE CHARGE

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

19. APARTMENT OWNERSHIP ACT

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.

20. BINDING EFFECT

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar 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 but after deducting the interest charges for late payment, if any.

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 Project shall equally be applicable to and enforceable against any subsequent Allottees of the [Apartment/Plot], in case of a transfer, as the said obligations go along with the [Apartment/Plot] for all intents and purposes.

24. 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 a 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.

25. SEVERABILITY

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

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

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

27. FURTHER ASSURANCES

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate

the provisions of this Agreement or of any transaction contemplated hereinto 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

_____ after the agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said agreement shall be registered at the office of the Sub - Registrar. Hence this Agreement shall be deemed to have been executed at _____

29. NOTICES

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

(Name of Allottee)

_____(Allottee Address)_____

_____(Promoter Name) 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 be considered as properly served on all the Allottees.

31. 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 law of India for the time being in force.

32. DISPUTE RESOLUTION

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

IN WITNESS WHEREOF parties herein above 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

Allottee : (including

joint buyers) (1) _____

(Name- _____)

At Kolkata on _____ in the presence of:

SIGNED AND DELIVERED BY THE WITHIN NAMED

Promoter: (Authorized S

ignatory) (1) _____

Please affix

Photograph

And sign

Across the

photograph

Name—

(2) _____

Please affix

Photograph

And sign

Across the

photograph

Name –WITNESSES:

1. Signature_____Name _Address_____
2. Signature_____Name _Address_____

SCHEDULE 'A' –DESCRIPTION OF THE
APARTMENT AND THEGARAGE/CAR
PARKING (IF APPLICABLE)

Block no.____Apartment no.____Type _____Floor_____

CarpetArea_____sqft.,SuperBuilt-upArea
 _____Squarefeet.

ONTHE NORTH -----:.

ONTHE SOUTH -----: .

ONTHE EAST : -----.

ONTHE WEST : -----.

SCHEDULE 'A1' – DESCRIPTION OF THE SAID PROPERTY

ALL THAT The Said present landowner namely **SAGNIK DAS, ABHIJIT MUKHOPADHYAY, PANU RANJAN DAS, BIJOY RANJAN DAS, PADMA RANI DAS, KUNTAL DAS, KOUSHIK DAS, DIPTI CHATTERJEE, DIPAK KUMAR BANERJEE, DIBAKAR BANERJEE, TRIPTI MUKHERJEE, BHASKAR BANDYOPADHYA, SUVRA BANERJEE**

ABHIJIT SAHA herein amalgamated their amalgamated their above said plots of land which described in the Part –A,B,C,C(i)D & E and converted the same into a single plot/Holding which no 61(16) from the concerned North Dum Dum Municipality and the said authority issue a certificate no.NDDM/ASST/AMLG date on 08.05.2025 in the year 2025 and after amalgamation the said property comes into total area of 36 cottashs 14chittacks 38 sqft is which described in the First Schedule here under written. The said land measuring 36 cottashs 14chittacks 38 sqft more or less, comprised in as follow:-

PART NO	LAND MEASURING
PART NO A	7(Seven) Cottahs 08(eight) chittacks 38(thirty) sqft
PART NO B	11 cottashs 15 chittacks 00(Zoro) sft
PART NO C	7 cottashs 15 chittacks 32 sqft
PART NO C(i)	2 cottahs 15(eight) chittacks 13 sqft
PART NO D	5cottashs 13 chittacks 15 sqft land
PART NO E	1cottashs 02chittacks 30 sft
TOTAL LAND	36 cottashs 14chittacks 38 sqft

Which is butted and bounded as follows:-

ON THE NORTH: Other Land

ON THE EAST: RB Road

ON THE SOUTH: Other land

ON THE WEST: Other land

SCHEDULE 'C' – PAYMENT PLAN BY THE ALLOTTEE

The total Consideration / Price of Apartment and garage (Excluding GST) is **Rs.:**

_____ i.e. Rupees _____ Only.

- a. On Booking 10% of agreed consideration
- b. On Agreement 10% of agreed consideration
- c. On Casting off foundation 10% of agreed consideration
- d. On Casting of Ground Floor 10% of agreed consideration
- e. On casting off first floor 10% of agreed consideration
- f. On casting of Second floor 10% of agreed consideration
- g. On casting of third floor 10% of agreed consideration
- h. On casting of Fourth floor 10% of agreed consideration
- i. On brick work of the subject flat 10% of agreed consideration.
- j. On registration and delivery of possession 10% of agreed consideration

Note:

All amount payable above to be paid together with applicable GST and other statutory charges payable from time to time.

MEMO OF CONFIRMATION

DATE	CHEQUE NO.	BANK	BRANCH	AMOUNT
TOTAL				Amount Rs.

DRAFTED BY ME AND PREPARED IN MY OFFICE