

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made on this the day of, 202..... (Two Thousand and Twenty) as per Christian Era.

BETWEEN

(1) SRI TARIT KUMAR RAY (PAN: ADOPR3191A), son of Late Sushil Kumar Roy, grandson of Late Raj Mohan Roy, by nationality- Indian, by Religion- Hindu, by occupation- Retired, residing at: Ananya Apartment, Flat No. 203, Block 'A', First Floor, 207/1, K.N.I. Sarani, Birati, P.O. & P.S. Nimta, Dist. North 24 Parganas, Kolkata 700049,

(2) SRI ASIT KUMAR ROY (PAN: ACRPR7165C), son of Late Sushil Kumar Roy, grandson of Late Raj Mohan Roy, by nationality- Indian, by Religion- Hindu, by occupation- Retired, residing at: 12, Kabiguru Sarani, P.O. & P S. Durgapur, District- Burdwan, PIN- 713216,

(3) SMT. RITA DAM (PAN: CBFPD2909B), wife of Sri Prabir Dam, married daughter of Late Sushil Kumar Roy, grand daughter of Late Raj Mohan Roy, by nationality- Indian, by Religion- Hindu, by occupation- Housewife, residing at: A/18 H.B. Town, Road No. 3, P.O. Sodepur, P.S. Khardah, Dist. North 24 Parganas, Kolkata-700110,

(4) SMT. BHULU ROY (PAN: AVFPR2989F), wife of Late Ajit Kumar Roy, daughter in law of Late Raj Mohan Roy, by nationality- Indian, by Religion- Hindu, by occupation- Housewife, residing at: D-1, Vivekananda Park, P.O. Sodepur, P.S. Ghola, Dist. North 24 Parganas, Kolkata-700110,

(5) SRI PARTHA PRATIM ROY (PAN: ACUPR6532J), son of Late Ajit Kumar Roy, grandson of Late Raj Mohan Roy, by nationality- Indian, by Religion- Hindu, by occupation- Retired, Residing at: D-1, Vivekananda Park, P.O. Sodepur, P.S. Ghola, District- North 24 Parganas, Kolkata-700110,

(6) SMT. SARBANI CHAKRABORTY (PAN: AAPPC8140G), wife of Sri Biswajit Chakraborty, married daughter of Late Ajit Kumar Roy, grand daughter of Late Raj Mohan Roy, by nationality- Indian, by Religion- Hindu, by occupation- Service, Residing at: Anjali Co-operative, Flat No. 2W, Flat No. AB-150, Street No. 85, VTC: New Town, Action Area-I, P.O. New Town, P.S. New Town, District North 24-Parganas, Kolkata-700156,

(7) SRI SAIBAL ROY (PAN: ADPPR3041N), son of Late Utpal Kumar Roy, grandson of Late Raj Mohan Roy, by nationality- Indian, by Religion- Hindu, by occupation- Business, Residing at: 31B, Block-CA, Shalimar Bagh, P.O & P.S. Shalimar Bagh, Delhi, Pin-110088,

(8) SMT. MITRA SOM (PAN: BNXPS2703P), wife of Sri Ambar Som, married daughter of Late Utpal Kumar Roy, grand daughter of Late Raj Mohan Roy, by nationality- Indian, by Religion- Hindu, by occupation- Homemaker,

residing at: 2C, Block-V, Sparklin Housing, P.O. and P.S. Durgapur, District- West Burdwan, PIN- 713203,

(9) SMT. SUHASINI ROY (PAN: AVYPR2015D), wife of Late Benimadhab Roy, daughter in law of Late Raj Mohan Roy, by nationality- Indian, by Religion- Hindu, by occupation- Housewife, residing at: D-1, Vivekananda Park, P.O. Sodepur, P.S. Ghola, District North 24-Parganas, Kolkata-700110,

(10) SRI SUDIPTA RAY (PAN: ADBPR2089N), son of Late Benimadhab Roy, grandson of Late Raj Mohan Roy, by nationality- Indian, by Religion- Hindu, by occupation- Service, Residing at: South City Garden, BI T3/Flat 12H, 61, B. L. Saha Road, P.O. New Alipore, P.S. Behala, Kolkata-700053,

(11) SMT. SANGITA ROY (PAN: AVYPR2078J), wife of Sri Goutam Roy, married daughter of Late Benimadhab Roy, grand daughter of Late Raj Mohan Roy, by nationality- Indian, by Religion- Hindu, by occupation- Housewife, Residing at : 32, Indralok, Road No. 7, P.O. Sodepur, P.S. Ghola, Dist. North 24 Parganas, Kolkata-700110,

(12) SRI ajoy kumar Bhattacharjee (PAN: afmpb4081r), son of Late Hiran Kumar Bhattacharjee, by nationality- Indian, by Religion- Hindu, by occupation- Retired, residing at: D-1, Vivekananda Park, Barasat Road, P.O. Sodepur, P.S. Ghola, Dist. North 24 Parganas, Kolkata 700110,

(13) .SRI haradhan dutta (PAN: bdipd2654k), son of Late Manamohan Dutta, by nationality- Indian, by Religion- Hindu, by occupation- Business, residing at: 2No. Ashok Sen Nagar, 'C' Block, P.O. Sodepur, P.S. Ghola, Dist. North 24 Parganas, Kolkata 700110, hereinafter collectively called and referred to as the "VENDORS" (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs executors, administrators, successors, legal heirs, executors, administrators, successors, legal representative's and/or assigns) of the FIRST PART.

The Vendors are hereby represented by their constituted and lawful Attorney: "M/S. Datta Construction" a Partnership Firm having it's Office at : Indraloke, Road No. 2, P.O. Sodepur, P.s. Ghola, Dist. North 24 Parganas, Kolkata-700110. PAN NO. aasfd9931h, hereby represented by its Partners:

(1) SRI Prasenjit Datta (PAN: ahppd9401j), Son of Late Chittaranjan Dutta, by Nationality-Indian, by Religion-Hindu, by Occupation-Business, residing at: Sodepur Kalitala, P.O. Panshila, P.S. Ghola, Dist: North 24 parganas, Kolkata-700112,

(2) SRI Bikas Datta (PAN: agspd7932q), Son of Sri Benimadhab Dutta, by Nationality-Indian, by Religion-Hindu, by occupation - Business, residing at: 81, Uttarayan, P.O. Sodepur, P.S Khardah, Dist. North 24 Parganas, Kolkata-700110, by virtue of Three Nos. of Registered Power of Attorney for Development out of which the First One was executed and registered by the Vendor No. 1 to 11 hereof on 08.12.2022 at the office of A.D.S.R.O. Sodepur,

Dist. North 24 parganas and the same was recorded in Book No. I, Volume No. 1524-2022, Pages from 361923 to 361972 bearing Power of Attorney No. 152411132 for the year 2022 and the Second One was executed and registered by the Vendor No. 12 hereof on 08.12.2022 at the office of A.D.S.R.O. Sodepur, Dist. North 24 parganas and the same was recorded in Book No. I, Volume No. 1524-2022, Pages from 361124 to 361149 bearing Power of Attorney No. 152411133 for the year 2022 and the Third One was executed and registered by the Vendor No. 13 hereof on 30.03.2023 at the office of A.D.S.R.O. Sodepur, Dist. North 24 parganas and the same was recorded in Book No. I, Volume No. 1524-2023, Pages from 91689 to 91714 bearing Power of Attorney No. 152402302 for the year 2023.

AND

“M/S. **DATTA CONSTRUCTION**” a Partnership Firm having it’s Office at : Indraloke, Road No. 2, P.O. Sodepur, P.s. Ghola, Dist. North 24 Parganas, Kolkata-700110. PAN NO. aasfd9931h, hereby represented by its Partners:

(1) SRI Prasenjit Datta (PAN: ahppd9401j), Son of Late Chittaranjan Dutta, by Nationality-Indian, by Religion-Hindu, by Occupation-Business, residing at: Sodepur Kalitala, P.O. Panshila, P.S. Ghola, Dist: North 24 parganas, Kolkata-700112,

(2) SRI Bikas Datta (PAN: agspd7932q), Son of Sri Benimadhab Dutta, by Nationality-Indian, by Religion-Hindu, by occupation - Business, residing at: 81, Uttarayan, P.O. Sodepur, P.S Khardah, Dist. North 24 Parganas, Kolkata-700110, hereinafter called and referred to as the “DEVELOPER” (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include it’s Successors-in-Office. legal representatives and/or assigns) of the SECOND PART.

AND

1. (pan:), Son / Wife / Daughter of by Nationality - Indian, by Religion -, by Occupation- Business/ House-wife/Service/Retired, residing at

2. (pan:), Son / Wife / Daughter of by Nationality - Indian, by Religion -, by Occupation- Business/ House-wife/Service/Retired, residing at

hereinafter jointly called and referred to as the “PURCHASER/S” (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include his/her/their heirs, executors, administrators, successors, legal heirs, executors, administrators, successors, legal representatives and/or assigns) of the THIRD PART.

BACKGROUND

WHEREAS originally one Nakuleswar Chattopadhyay son of Late Makhan Lal Chattopadhyay was the absolute Owner of all that the properties containing an area of more or less 56 Decimals, within Mouza-Ghola, J.L.No. 14, Re.Su. no. 103, Touzi No. 3, 63, 163, 1217, 1652, Comprised and Contained in R.S. Dag Nos. 80, R.S. Dag No. 80/699, R.S. Dag No. 80/698, under R.S. Khatian Nos. 1015, 909, 565, situated at Ghola, North 24-Parganas.

AND WHEREAS said Nakuleswar Chattopadhyay while had been enjoying the actual physical possession of the aforesaid landed property he sold and transferred his property to the Predecessor in title of the present Vendors namely Sri Raj Mohan Roy and Sri Surendra Kumar Roy, both sons of Late Radha Mohan Roy, by executing a Registered Bengali Deed of Sale which was executed & Registered on 03.06.1947 at the office of Sub Registrar at Barrackpore and the same was recorded in Book No. I, Volume No. 15, Pages from 62 to 64, being No. 843 for the year 1947.

AND WHEREAS while have been seized and possessed of the aforesaid landed property the said Raj Mohan Roy and Surendra Kumar Roy for the better use and enjoyment of the landed property they amicably partitioned the aforesaid property by dint of a Registered Deed of Partition dated 22.02.1949 which was executed & registered in the office of the Sub Registrar, Barrackpore and the same was recorded in Book No. I, Volume No. 10, Being No. 342 for the year 1949.

AND WHEREAS as per the allotment of aforesaid Deed of Partition dated 22.02.1949, the said Raj Mohan Roy was allotted the Lot No. 'A' i.e. ALL THAT the piece and parcel of land 13 Cottahs 5 Chittaks in Dag No. 80 + 9 Cottahs 11 Chittaks in Dag No. 80/699 = totalling 1 Bigha 3 Cottahs of land and accordingly the said Raj Mohan Roy got the aforesaid property duly mutated his name as its absolute owner in the records all the statutory authorities having jurisdiction over the aforesaid property including in the record of Panihati Municipality.

AND WHEREAS the said Raj Mohan Roy while had been enjoying as well as possessing his landed property he died intestate on 04.08.1976 leaving behind him his wife Chapala Sundari Roy, five sons namely Sukumar Roy, Sushil Kumar Roy, Ajit Kumar Roy, Utpal Kumar Roy, Benimadhab Roy and two daughters namely Putul Rani Roy (Wife of Sri Yogendra Kumar Roy) and Chabi Das (Wife of Sri Anil Kumar Das) as his surviving legal heirs and successors within the meaning and scope of Section 8 of the Hindu

Succession Act, 1956 and they inherited the said property as left by Late Raj Mohan Roy as undivided 1/8th share in each part.

AND WHEREAS the said Chapala Sundari Roy (wife of Late Raj Mohan Roy) died intestate on 24.07.1983 leaving behind her five sons namely Sukumar Roy, Sushil Kumar Roy, Ajit Kumar Roy, Utpal Kumar Roy, Benimadhab Roy and two daughters namely Putul Rani Roy and Chabi Das as her Legal heirs and successors and the undivided 1/8th share as left by Chapala Sundari Roy devolved upon them within the meaning and scope of Section 15 of the Hindu Succession Act, 1956.

AND WHEREAS after the demise of Raj Mohan Roy and Chapala Sundari Roy their Five Sons namely Sukumar Roy, Sushil Kumar Roy, Ajit Kumar Roy, Utpal Kumar Roy, Benimadhab Roy and two daughters namely Putul Rani Roy and Chabi Das became the lawful joint Owners of the said landed property as undivided 1/7th share in each part subsequently the said Sukumar Roy died intestate on 24.12.1990 as unmarried leaving behind his above named four brothers & two sisters as his Legal heirs and successors as per the provision of Section 8 of the Hindu Succession Act, 1956, thus the said Sushil Kumar Roy, Ajit Kumar Roy, Utpal Kumar Roy, Benimadhab Roy, Putul Rani Roy and Chabi Das jointly have become the lawful owner of 1 Bigha 3 Cottahs of landed property in R.S. Dag Nos. 80 & 80/699 and they jointly possessing the same without interruption of others.

AND WHEREAS in the manner aforesaid the said Putul Rani Roy (wife of Late Yogendra Kumar Roy) and Chabi Das (wife of Late Anil Das) both married daughters of Late Raj Mohan Roy became the lawful Owners of undivided 2/6th share of the said landed property lying and situated at Mouza- Ghola, Dist. North 24 Parganas and they jointly transferred their undivided 1/3rd share of the said landed property i.e. undivided 7 Cottahs 12 Chittaks of landed property in favour of their 4 (Four) brothers namely Sushil Kumar Roy, Ajit Kumar Roy, Utpal Kumar Roy and Benimadhab Roy by virtue of a Deed of Gift, which was executed & registered on 30.01.1991 at the office of Sub Registrar at Barrackpore and the same recorded in Book No. I, Volume No. 10, Pages from 201 to 206, Being No. 427 for the year 1991.

AND WHEREAS in the foregoing events the said Sushil Kumar Roy, Ajit Kumar Roy, Utpal Kumar Roy and Benimadhab Roy have become the lawful joint Owners of 1 Bigha 3 Cottahs i.e. (13 Cottahs 5 Chittaks 5 sq.ft. in R.S. Dag No. 80 and 9 Cottahs 10 Chittaks 40 sq.ft. in R.S. Dag No. 80/699) landed property as undivided 1/4th share in each part and thereafter the said Sushil

Kumar Roy died intestate on 24.04.1995 leaving behind him his wife namely Nibha Ray, two sons namely Tarit Kumar Roy, Asit Kumar Roy and one married daughter Rita Dam (wife of Sri Prabir Kumar Dam) as his legal heirs and successors within the meaning and scope of Section 8 of the Hindu Succession Act, 1956 and the undivided 1/4th share of the said landed property as left by Sushil Kumar Roy was devolved upon them.

AND WHEREAS the said Ajit Kumar Roy died intestate on 24.05.2005 leaving behind him his wife namely Smt. Bhulu Roy, one son Partha Pratim Roy and one married daughter Sarbani Chakraborty (wife of Sri Biswajit Chakraborty) as his legal heirs and successors within the meaning and scope of Section 8 of the Hindu Succession Act, 1956 and the undivided 1/4th share of the said landed property as left by Ajit Kumar Roy was devolved upon them.

AND WHEREAS thus the said Sri Utpal Kumar Roy, Sri Benimadhab Roy, Smt. Nibha Ray, Sri Tarit Kumar Roy, Sri Asit Kumar Roy, Smt. Rita Dam, Smt. Bhulu Roy, Sri Partha Pratim Roy and Smt. Sarbani Chakraborty have jointly become the lawful joint Owners of 1 Bigha 3 Cottahs i.e. (13 Cottahs 5 Chittaks 5 sq.ft. in R.S. Dag No. 80 and 9 Cottahs 10 Chittaks 40 sq.ft. in R.S. Dag No. 80/699) within Mouza-Ghola and for the better use and enjoyment of the property amicably partitioned the aforesaid property by executing a Registered Deed of Partition dated 10.07.2005 in the office of the District Sub Registrar- I, Barasat, District North 24 Parganas and the same was recorded in Book No. I, Volume No. 107, Pages from 334 to 386, Being No. 02764 for the year 2005 and the details of such exclusive allotments were categorically and more specifically stated in the said Deed of Partition dated 10.07.2005.

AND WHEREAS after partition the said Benimadhab Roy in his lifetime sold out an area of more or less 1 Cottahs 3 Chittacks 41 Square Feet of Land together with the asbestos shed constructed area of more or less 524 Square Feet from his allotted area to one Sri Ajoy Kumar Bhattacharjee (Son of Late Hiran Kumar Bhattacharjee) by virtue of a Deed of Sale dated 02.05.2007 which was registered on 03.05.2007 in the office of the Additional District Sub Registrar at Barrackpore, District- North 24 Parganas and the same was recorded in Book No. I, Volume No. 20, pages from 125 to 132, Being No. 02186 for the year 2007 and he also sold out a strip of land (a shop room thereon) measuring about 173 sq.ft. from his allotted area to Sri Haradhan Dutta and retained the rest area for his use & occupation and thereafter the said Benimadhab Roy died intestate on 13.07.2012 leaving behind him his wife namely Smt. Suhasini Roy, one son Sri Sudipta Ray and one married daughter Smt. Sangita Roy (wife of Sri Goutam Roy) as his legal heirs and

successors within the meaning and scope of Section 8 of the Hindu Succession Act, 1956 and after the demise of Benimadhab Roy the said Smt. Sushashini Roy, Sri Sudipta Ray & Smt. Sangita Roy jointly have become the lawful owner of the landed property as left by Benimadhab Roy.

AND WHEREAS the said Utpal Kumar Roy while enjoying his allotted area as per the terms of the aforesaid partition Deed he died intestate on 17.02.2013 leaving behind him his wife namely Smt. Hashi Roy, one son Sri Saibal Roy and one married daughter Smt. Mitra Som (wife of Sri Ambar Som) as his legal heirs and successors within the meaning and scope of Section 8 of the Hindu Succession Act, 1956 and subsequently the said Hashi Roy also died on 18.07.2014 leaving behind her one son & one daughter as above named as her legal heirs and after the demise of Utpal Kumar Roy & Hashi Roy the said Sri Saibal Roy & Smt. Mitra Som jointly have become the lawful owner of the landed property as left by Utpal Kumar Roy & Hashi Roy.

AND WHEREAS one of the party of the First Part of the aforesaid Partition Deed dated 10.07.2005 namely Smt. Nibha Ray (wife of Late Sushil Kumar Roy) died intestate on 15.11.2020 leaving behind her two sons namely Sri Tarit Kumar Roy, Sri Asit Kumar Roy & one daughter Namely Smt. Rita Dam as her legal heirs and successors within the meaning & scope of Section 15 of the Hindu Succession Act, 1956 and after the demise of said Nibha Ray her share devolved upon her two sons and one daughter as above named.

AND WHEREAS in the foregoing events & description of title the land Owners No. 1 to 11 hereof namely SRI TARIT KUMAR RAY, SRI ASIT KUMAR ROY, SMT. RITA DAM, SMT. BHULU ROY, SRI PARTHA PRATIM ROY, SMT. SARBANI CHAKRABORTY, SRI SAIBAL ROY, SMT. MITRA SOM, SMT. SUHASINI ROY, SRI SUDIPTA RAY, SMT. SANGITA ROY, have become the absolute & lawful Owners of their respective landed property and they recorded their names in the L.R. Record of Right in respect of their share of landed property vide L.R. Khatian No. 2420 (in the name of Sri Tarit Kumar Ray), 359 (in the name of Sri Asit Kumar Roy), 4923 (in the name of Smt. Rita Dam), 10850 (in the name of Smt. Bhulu Roy), 10851 (in the name of Sri Partha Pratim Roy), 10852 (in the name of Smt. Sarbani Chakraborty), 10937 (in the name of Sri Saibal Roy), 10938 (in the name of Smt. Mitra Som), 10847 (in the name of Smt. Suhasini Roy), 10848 (in the name of Sri Sudipta Ray), 10849 (in the name of Smt. Sangita Roy) and they also mutated their names in the assessment registrar of Panihati Municipality in respect of their allotted area vide holding no. 64, 65, 66, 67 & 68, Barasat Road, under Ward No. 31 and has been possessing the same peacefully, quietly and without any interruption of others by paying the relevant rents and taxes regularly.

AND WHEREAS on the other hand the Vendor No. 12 hereof namely Sri Ajoy Kumar Bhattacharjee has purchased a Flat of land measuring more or less 1 Cottahs 3 Chittaks 41 sq.ft., alongwith a 524 sq.ft. asbestos shed residential house standing thereon, within Mouza-Ghola, J.L.No. 14, Re.Su. no. 103, Touzi No. 3, 63, 163, 1217, 1652, Comprised and Contained in R.S. Dag No. 80, corresponding to L.R. Dag No. 145, under R.S. Khatian No. 1015, corresponding to L.R. Khatian No. 5858, P.S. Ghola (Formally Khardaha), A.D.S.R.O. Sodepur, Dist : North 24 Parganas by virtue of a Bengali Registered Deed of Sale being no. 2186 which was executed and registered by the predecessor-in-title of the present owner namely Sri Beni Madhab Roy (Son of Late Raj Mohan Roy), on 03.05.2007 at the office of A.D.S.R.O. Barrackpore and the same was recorded in Book no. I. Vol. No. 20, Pages from 125 to 132, being no. 2186, for the year 2007.

AND WHEREAS after purchasing aforesaid landed property the Vendor No. 12 hereof recorded his name in the L.R. Record of Right vide L.R. Khatian No. 10879 (in the name of Sri Ajoy Kumar Bhattacharjee) and he also mutated his name in the Assessment Registrar of Panihati Municipality bearing Holding No. 69, Barasat Road under Ward No. 31 and enjoying as well as possessing the same by paying relevant rent & taxes to the authority concern.

AND WHEREAS one Sri Haradhan Dutta i.e. the Vendor No. 13 hereof has purchase 03 Chittak 38 sq.ft. of land togetherwith 173 sq.ft. Tin Shaded Shop Room standing thereon within Mouza-Ghola, J.L.No. 14, Re.Su. no. 103, Touzi No. 3, 63, 163, 1217, 1652, Comprised and Contained in R.S. Dag No. 80, corresponding to L.R. Dag No. 145, under R.S. Khatian No. 1015, corresponding to L.R. Khatian No. 5858, P.S. Ghola (Formally Khardaha), A.D.S.R.O. Sodepur, Dist : North 24 Parganas by virtue of a Bengali Registered Deed of Sale being no. 06566 which was executed and registered by the predecessor-in-title of the present owner namely Sri Beni Madhab Roy (Son of Late Raj Mohan Roy), on 11.06.2010 at the office of A.D.S.R.O. Barrackpore and the same was recorded in Book no. I, CD Vol. No. 23, Pages from 3425 to 3437, being no. 06566, for the year 2010.

AND WHEREAS after purchasing aforesaid landed property the Vendor No. 13 hereof recorded his name in the L.R. Record of Right vide L.R. Khatian No. 10981 (in the name of Sri Haradhan Dutta) and he also mutated his name in the Assessment Registrar of Panihati Municipality bearing Holding No. 70, Barasat Road under Ward No. 31 and enjoying as well as possessing the same by paying relevant rent & taxes to the authority concern.

AND WHEREAS having acquired the aforesaid Flats of land through the aforesaid representation of Title the Vendor No. 1 to 13 hereof for their better enjoyment as well as for the purpose of construction of Multi Storeyed building upon the said landed property they amalgamated their respective Municipal Holding Number into a Single Holding vide Holding No. 66, Barasat Road, under Ward No. 31 of Panihati Municipality and paid taxes to the authority concerned regularly.

AND WHEREAS in order to make proper use and commercial gain out of and from the said premises/property the Vendors no. 1 to 11 hereof decided to engage, appoint and entrust a capable and reputed Developer who could skillfully raise and complete the said proposed multi-storeyed building at their costs and responsibility and having so decided, offered the developer namely "M/S. Datta Construction" a Partnership Firm having it's Office at : Indraloke, Road No. 2, P.O. Sodepur, P.s. Ghola, Dist. North 24 Parganas, Kolkata-700110, represented by its Partners namely : (1) SRI Prasenjit Datta, (Son of Late Chittaranjan Dutta, (2) SRI Bikas Datta (Son of Sri Benimadhab Dutta), to undertake the said project and entered into a Registered Development Agreement, being no. 152411113 and the said Development Agreement was executed and Registered on 08.12.2022 at the Office of A.D.S.R. Sodepur, Dist. North 24 Parganas and the same was recorded in Book no. I, Volume no. 1524-2022, noted within the pages from 361973 to 362043, being no. 152411113, For the Year 2022 and also executed a Power of Attorney for Development on 08.12.2022 bearing Power of Attorney No. 152411132 in Book No. I, Volume No. 1524-2022, Pages from 361923 to 361972, at A.D.S.R.O. Sodepur, Dist. North 24 Parganas under mutual terms and conditions as contained therein.

AND WHEREAS subsequently in order to make proper use and commercial gain out of and from the said premises/property the Vendor no. 12 hereof decided to engage, appoint and entrust a capable and reputed Developer who could skillfully raise and complete the said proposed multi-storeyed building at their costs and responsibility and having so decided, offered the developer namely "M/S. Datta Construction" a Partnership Firm having it's Office at : Indraloke, Road No. 2, P.O. Sodepur, P.s. Ghola, Dist. North 24 Parganas, Kolkata-700110, represented by its Partners namely : (1) SRI Prasenjit Datta, (Son of Late Chittaranjan Dutta, (2) SRI Bikas Datta (Son of Sri Benimadhab Dutta), to undertake the said project and entered into a Registered Development Agreement, being no. 152411114 and the said Development Agreement was executed and Registered on 08.12.2022 at the Office of A.D.S.R. Sodepur, Dist. North 24 Parganas and the same was recorded in Book no. I, Volume no. 1524-2022, noted within the pages from 361098 to

361123, being no. 152411114, For the Year 2022 and also executed a Power of Attorney for Development on 08.12.2022 bearing Power of Attorney No. 152411133 in Book No. I, Volume No. 1524-2022, Pages from 361124 to 361149, at A.D.S.R.O. Sodepur, Dist. North 24 Parganas under mutual terms and conditions as contained therein.

AND WHEREAS further in order to make proper use and commercial gain out of and from the said premises/property the Vendor no. 13 hereof decided to engage, appoint and entrust a capable and reputed Developer who could skillfully raise and complete the said proposed multistoreyed building at their costs and responsibility and having so decided, offered the developer namely "M/S. Datta Construction" a Partnership Firm having it's Office at : Indraloke, Road No. 2, P.O. Sodepur, P.s. Ghola, Dist. North 24 Parganas, Kolkata-700110, represented by its Partners namely : (1) SRI Prasenjit Datta, (Son of Late Chittaranjan Dutta, (2) SRI Bikas Datta (Son of Sri Benimadhab Dutta), to undertake the said project and entered into a Registered Development Agreement, being no. 152402271 and the said Development Agreement was executed and Registered on 30.03.2023 at the Office of A.D.S.R. Sodepur, Dist. North 24 Parganas and the same was recorded in Book no. I, Volume no. 1524-2023, noted within the pages from 90391 to 90414, being no. 152402271, For the Year 2023 and also executed a Power of Attorney for Development on 30.03.2023 bearing Power of Attorney No. 152402302 in Book No. I, Volume No. 1524-2023, Pages from 91689 to 91714, at A.D.S.R.O. Sodepur, Dist. North 24 Parganas under mutual terms and conditions as contained therein.

AND WHEREAS in pursuance of the aforesaid Three Seperate Development Agreement and Three Nos. of Power of Attorney for Development as mentioned here in above the developer has been constructing a multistoried building with Lift Facility consisting of several Flats, Office, Shops & Garages, in accordance with the building plan sanctioned by the Panihati Municipality, Vide Building Permit No. sws-obpas/2123/2024/0114 Dated 21.10.2024. The Parties herein agree and undertake that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable;

AND WHEREAS the project to be constructed on the said Premises/property comprising of several self-contained flats independent of each other under the name and style of "**ARADHANA**";

AND WHEREAS the Vendor/Developer is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and

interest has been duly complied with by the Vendor/Developer regarding the Project Land.

AND WHEREAS the Vendor/Developer and the Confirming Parties herein have submitted the notice of commencement under the prescribed format before the _____ on _____. The notice was duly acknowledged by the said _____ on _____.

AND WHEREAS the Vendor/Developer herein has registered the Project under the provisions of the Act with the West Bengal Real Estate Regulatory Authority at Kolkata under registration No. _____ dated_____.

AND WHEREAS the Purchaser/s hereinafter being satisfied the title of the Vendors and the Developer in respect of the said property after inspection of the relevant papers and documents, have agreed to purchase a self contained residential flat, identified by Flat No. “.....”, having Carpet Area sq.ft. corresponding to super built-up area Sq.ft. a little more or less located at FLOOR, facing of the premises at a price of Rs. (Rupees) Only for Flat alongwith a Car Parking Space with Floor Marking No. having Carpet Area sq.ft. (corresponding to super built-up area Sq.ft). a little more or less located on the Ground Floor at a price of Rs. (Rupees) only for Car Parking Space TOGETHERWITH undivided proportionate share in the said landed property TOGETHERWITH proportionate share of common areas totaling Rs. (Rupees) Only and GST as applicable will be extra on total consideration amount under the terms and conditions hereinafter appearing to which the Developer has agreed and further as the Vendor/Developer shall share the pro rata share in the Common Areas (“**Common Areas**”) as permissible under applicable law as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the “**Flat**”)s more fully and particularly described in **Schedule “___”** hereunder written;

AND WHEREAS The Parties have gone through all the terms and conditions of this Agreement and understand mutual rights and obligations detailed herein;

AND WHEREAS The Parties hereby confirm that they are signing the Agreement with full knowledge of all the laws, rules, regulations, mandates, notifications, etc., applicable to the Project;

AND WHEREAS The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in the present Agreement and all applicable laws, are now willing to enter into this Agreement on the basis of the terms and conditions appearing hereinafter;

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Vendor/Developer hereby agrees to sell and the Purchaser hereby agrees to purchase the said Flat as specified in para ' _____ '

NOW THIS AGREEMENT AND IT IS HEREBY AGREED DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. The Vendors and the Developer have agreed to sell and the Purchaser/s has agreed to purchase ALL THAT the Flat

No. '.....', having Carpet Area sq.ft. corresponding to super built-up area Sq.ft. a little more or less located at Floor, of the premises alongwith a Car Parking Space with Floor Marking No., having Carpet Area sq.ft. corresponding to super built-up area Sq.ft. a little more or less located on the Ground Floor of the said premises, morefully and particularly described in the Second schedule hereunder written (hereinbefore and hereinafter for the sake of brevity collectively referred to as the" Said Unit") TOGETHERWITH an undivided proportionate impartible variable share in the land underneath of the building comprised in the said premises more fully particularly described in the FIRST SCHEDULE

hereunder written attribute to the said Unit and an undivided proportionate share in the common areas and installations described in the THIRD SCHEDULE hereunder written (hereinafter collectively referred to “The said unit” and the properties appurtenant thereto) free from all mortgages, charges, liens, lispendences, attachments and encumbrances whatsoever.

2. The Total Price for the said Flat is **Rs.** (_____)/- (Rupees _____ only) (“**Total Price**”) (Breakup and description morefully described in Schedule “**D**”):

Flat No. Type :	Rate of the Flat per square feet <i>Refer Schedule “D”</i>
Total Price	Rs.

Explanation:

- i. The Total Price above includes the booking amount paid by the Purchaser to the Vendor towards the Flat;
- ii. The Total Price above excludes Taxes (consisting of tax paid or payable by the Vendor/Developer by way of value Added Tax, Service Tax, G.S.T. (Goods and Service Tax), C.G.S.T. (central Goods and Service Tax) 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 Vendor/Developer) up to the date of handing over the possession of the Flat to the Purchaser and the Project to the Association of Purchaser or the competent authority, as the case may be, after obtaining the completion certificate;
- iii. Provided that in case there is any change/modification in the taxes, the subsequent amount payable by the Purchaser to the Vendor/Developer shall be increased/reduced based on such change/modification;

- iv. The Vendor/Developer shall periodically intimate in writing to the Purchaser, the amount payable as stated in (i) above and the Purchaser shall make payment within 30 days from the date of such written information. In addition, the Vendor/Developer shall provide to the Purchaser 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;
 - v. The Total price of the Flat includes Pro Rata share in/right to use the Common Areas.
3. The Total Price is escalation-free, save and except increases which the Purchaser 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 Vendor/Developer undertakes and agrees that while raising a demand on the Purchaser for increase in development charges, cost/charges/taxes imposed by the competent authorities, the Vendor/Developer shall enclose the said notification/order/rule/ regulation to that effect along with the demand letter being issued to the Purchaser, which shall only be applicable on subsequent payments.
4. The Purchaser shall make the payment as per the payment plan set out in **Schedule "D" ("Payment Plan")**.
5. The Vendor/Developer may allow, in its sole discretion, a rebate for early payments of installments payable by the Purchaser by discounting such early payments @ ____% per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to a Purchaser by the Vendor/Developer.

6. It is agreed that the Vendor/Developer shall not make any additions or alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of the Flat, as the case may be, without the previous written consent of the Purchaser, provided that the Vendor may make such minor additions or alterations as may be required by the Purchaser, or such minor changes or alterations as per the provisions of the Act.

7. The Vendor/Developer shall confirm the final Flat Area that has been allotted to the Purchaser once the occupancy/completion certificate is granted by the competent authority, by furnishing details of the changes, if any, in the Flat area. The Total Price payable for the Flat area shall be recalculated upon confirmation by the Vendor/Developer. If there is a reduction in the Flat area within the defined limit then the Vendor/Developer shall refund the excess money paid by the Purchaser within 45 (forty five) days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Purchaser. If there is any increase in the Flat area allotted to the Purchaser, the Vendor/Developer, shall demand that from the Purchaser as per the next milestone of the Payment Plan as provided in **Schedule "D"**. All these monetary adjustments shall be made at the same rate per square feet as agreed in para ____ of the Agreement.

8. Subject to para ____ the Vendor/Developer agrees and acknowledges, the Purchaser shall have the right to the Flat as mentioned below:
 - i. The Purchaser shall have exclusive ownership of the said Flat;

 - ii. The Purchaser shall also have the undivided proportionate share in the Common Areas. Since the share interest of Purchaser in the Common Areas for the Subject Land is undivided and cannot be divided or separated, the Purchaser shall use the Common

Areas along with other occupants, maintenance staff etc. of the Subject Land, without causing any inconvenience or hindrance to them. Further the right of the Purchaser to use the Common Areas shall always be subject to the timely payment of the maintenance charges and other charges as applicable. It is clarified that the Vendor/Developer shall transfer/assign undivided proportionate title in the Common Areas to the Association/Apex Body of Purchaser as provided in the Act.

- iii. That the computation of the price of the Flat includes recovery of price of land, construction of [not only the Flat 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;
9. It is made clear by the Vendor/Developer and the Purchaser agrees that the Flat along with the parking space shall be treated as a single indivisible Flat for all purposes (if applicable).
10. It is understood by the Purchaser that all other areas and i.e. areas and facilities falling outside the Larger Project shall not form part of the declaration to be filed with the competent authority in accordance with the West Bengal Apartment Ownership Act, 1972.
11. The Vendor/Developer agrees to pay all outgoings before transferring the physical possession of the Flat to the Purchaser, which it has collected from the Purchaser, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity(for Common Areas only), 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 Vendor/Developer fails to pay all or any of the outgoings collected by it from the Purchaser or any liability, mortgage loan and interest thereon before transferring the apartment to the Purchaser, the Vendor/Developer agrees to be liable, even after the transfer of the Flat, 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.

12. The Purchaser has paid a sum of **Rs.** _____/- (**Rupees** _____ **only**) as part of the Booking Amount, being part payment towards the Total Price of the Flat at the time of application the receipt of which the Vendor/Developer hereby acknowledges and the Purchaser hereby agrees to pay the remaining price of the Flat as prescribed in the Payment Plan (**Schedule “___”**) as may be demanded by the Vendor/Developer within the time and in the manner specified therein. Provided that if the Purchaser delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules.

13. **MODE OF PAYMENT:**

Subject to the conditions of the Agreement and the Vendor/Developer abiding by the construction milestones, the Purchaser shall make all payments, on written demand by the Vendor/Developer, within the stipulated time period as mentioned in the Payment Plan [through A/c. Payee cheque/demand draft/ or online payment (as applicable) in favour of ‘_____ **COLLECTION ACCOUNT**’ payable at Kolkata.

14. **COMPLIANCE OF LAWS RELATING TO REMITTANCES:**

14.1 The Purchaser, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in the Foreign Exchange Management Act,

1999, the Reserve Bank of India Act, 1934 and the Rules and Regulations made there under or any statutory amendments/modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Vendor/Developer with such permission, approvals which would enable the Vendor/Developer to fulfil 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 the Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Purchaser 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.

14.2 The Vendor/Developer accepts no responsibility in regard to matters specified in para 3.1 above. The Purchaser shall keep the Vendor/Developer fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Purchaser/s/ subsequent to the signing of this Agreement, it shall be the sole responsibility of the Purchaser to intimate the same in writing to the Vendor/Developer immediately and comply with necessary formalities if any under the applicable laws. The Vendor/Developer shall not be responsible towards any third-party making payment/remittance on behalf of any Purchaser and such third party shall not have any right in the application/allotment of the said Flat applied for herein in any way and the Vendor/Developer shall be issuing the payment receipts in favour of the Purchaser only.

15. **ADJUSTMENT/APPROPRIATION OF PAYMENTS:**

The Purchaser authorizes the Vendor/Developer 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 Vendor/Developer in its sole discretion deem fit and the Purchaser undertakes not to object/demand/direct the Vendor/Developer to adjust his payments in any manner.

16. **TIME IS ESSENCE:**

Time is of Essence for the Vendor/Developer as well as the Purchaser. The Vendor/Developer shall abide by the time schedule for completing the Project and handing over the Flat to the Purchaser and the Common Areas to the Association of the Purchaser/after receiving the occupancy certificate or completion certificate or both, as the case may be. Similarly, the Purchaser shall make timely payments of the installments of other dues payable by him/her and meeting the other obligation under the Agreement subject to simultaneous completion of construction by the Vendor/Developer as provided in **Schedule** ____ (Payment Plan).

17. **CONSTRUCTION OF THE PROJECT:**

17.1 The Purchaser has seen and accepted the payment plan, the layout plan and the Flat layout as well (annexed along with this Agreement) which has been approved by the competent authority, as represented by the Vendor. The Vendor/Developer shall develop the Project along with the Confirming Parties in accordance with the said layout plans, and specifications, amenities and facilities. Subject to the terms in this Agreement, the Vendor/Developer 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 Relevant 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 Vendor/Developer shall constitute a material breach of the Agreement.

18. **POSSESSION OF THE FLAT:**

- a. **Schedule for possession of the said Flat**– The Vendor/Developer agrees and understands that timely delivery of possession of the Flat to the Purchaser is the essence of the Agreement. The Vendor/Developer as based on the approved plans and specifications, assures to hand over possession of the Flat on _____ unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake, pandemic or any other calamity 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 condition then the Purchaser agrees that the Vendor/Developer shall be entitled to the extension of time for delivery of possession of the Flat.

Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Purchaser agrees and confirms that, in the event it becomes impossible for the Vendor/Developer to implement the Project due to Force Majeure conditions, then this allotment shall stand terminated and the Vendor/Developer shall refund to the Purchaser the entire amount received by the Vendor/Developer from the allotment within 45 (forty five) days from that date. After refund of the money paid by the Purchaser, the Purchaser agrees that he/she shall not have any rights, claims etc. against the Vendor/Developer and that the Vendor shall be released and discharged from all its obligations and liabilities under this Agreement.

- b. Procedure for taking possession – The Vendor/Developer, upon obtaining the occupancy/completion certificate from the competent authority, shall offer in writing the possession of the Flat, to the

Purchaser in terms of this Agreement to be taken within three months from the date of issue of such notice and the Vendor/Developer shall give possession of the Flat to the Purchaser. The Vendor/Developer agrees and undertakes to indemnify the Purchaser in case of failure of fulfillment of any of the provisions, formalities, and documentation on part of the Vendor/Developer. The Purchaser agree(s) to pay the maintenance charges as determined by the Vendor/Developer/Association of Purchaser, as the case may be. The Vendor/Developer on its behalf shall offer possession to the Purchaser in writing within 30 days of receiving the occupancy/ completion certificate of the Project.

- c. **Failure of Purchaser/s to take Possession of Flat** – Upon receiving a written intimation from the Vendor/Developer as per para 7.2, the Purchaser shall take possession of the Flat from the Vendor/Developer by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Vendor/Developer shall give possession of the Flat to the Purchaser. In case the Purchaser fails to take possession within the time provided in para 7.2 such Purchaser shall continue to be liable to pay maintenance charges as specified in para 7.2.
- d. **Possession of the Purchaser**– After obtaining the occupancy/completion certificate and handing over physical possession of the Flat to the Purchaser, it shall be the responsibility of the Vendor/Developer to hand over the necessary documents and plans, including Common Areas, to the Association of Purchaser or the competent authority, as the case may be, as per the local laws.
- e. **Cancellation by Purchaser:** The Purchaser shall have the right to cancel/withdraw his allotment in the Project as provided in the Act.

Provided that where the Purchaser proposes to cancel/withdraw from the Project without any fault of the Vendor/Developer, the Vendor/Developer herein is entitled to forfeit the Booking Amount paid for the allotment. The balanced amount of money paid by the Purchaser shall be returned by the Vendor/Developer to the Purchaser within 45 (forty-five) days of such cancellation.

- f. **Compensation:** The Vendor/Developer shall compensate the Purchaser in case of any loss caused by him due to defective ownership rights of the land/Flat, on which the Project is being developed or has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the Vendor/Developer fails to complete or is unable to give possession of the Flat (i) in accordance with the terms of this Agreement, duly completed by the date specified in para ____; or (ii) due to discontinuance of business as a Vendor/Developer on account of suspension or revocation of the registration under the Act, or for any other reason, the Vendor/Developer shall be liable, on demand to the Purchaser, in case the Purchaser 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 Flat, 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 Purchaser does not intend to withdraw from the Project, the Vendor/Developer shall pay the Purchaser interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the Flat.

19. **REPRESENTATIONS AND WARRANTIES OF THE VENDOR/DEVELOPER and CONFIRMING PARTIES:**

19.1 The Vendor/Developer and the Confirming Parties hereby represent and warrants to the Purchaser as follows:

- i. The Vendor/Developer and the Confirming Parties have absolute, clear, free and marketable rights with respect to the Said Premises/Property; the requisite rights to carry out development upon the Subject Land including the Project Land and absolute, actual, physical and legal possession of the Said Premises/Property for the Project;
- ii. The Vendor/Developer 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 Premises/Property or the Project;
- iv. There are no litigations pending before any Court of Law or Authority with respect to the Said Premises/Property, Project or the Flat;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, Said Premises/Property and Flat are valid and subsisting and have been obtained by following due process of law. Further, the Vendor/Developer have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, Said Premises/Property, Building, Flats and Common Areas;
- vi. The Vendor/Developer 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 Purchaser created herein, may prejudicially be affected;
- vii. The Vendor/Confirming Parties 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 Premises/Property including the Project and the said Flat

which will, in any manner, affect the rights of Purchaser under this Agreement;

- viii. The Vendor/Developer confirms that the Vendor/Developer is not restricted in any manner whatsoever from selling the said Flat to the Purchaser in the manner contemplated in this Agreement;
- ix. At the time of execution of the deed of conveyance, the Vendor/Developer shall handover lawful, vacant, peaceful, physical possession of the Flat to the Purchaser and the Common Areas to the Association of Purchaser;
- x. The Project Land/Subject Land is not the subject matter of any HUF and no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;
- xi. The Vendor/Confirming Parties have 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 Authority.
- xii. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Vendor/Confirming Parties` in respect of the Said Premises/Property and/or the Project.
- xiii. That the property is not a waqf property.

20. **EVENTS OF DEFAULTS AND CONSEQUENCES:**

- a. Subject to the Force Majeure clause, the Vendor/Developer shall be considered under a condition of Default, in the following events:
 - i. Vendor/Developer fails to provide ready to move in possession of the Flat to the Purchaser within the time period specified. For the purpose of this para 'ready to move in possession' shall mean that the Flat shall be in a usable condition which is complete in all respect;

- ii. Discontinuance of the Vendor/Developer business as a Vendor/Developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.
- b. In case of Default by Vendor/Developer under the conditions listed above, the Purchaser is entitled to the following:
 - i. Stop making further payments to Vendor/Developer as demanded by the Vendor/Developer. If the Purchaser stops making payments the Vendor/Developer shall correct the situation by completing the construction milestones and only thereafter the Purchaser be required to make the next payment without any interest; or
 - ii. The Purchaser shall have the option of terminating the Agreement in which case the Vendor/Developer shall be liable to refund the entire money paid by the Purchaser under any head whatsoever towards the purchase of the Flat, along with interest at the rate prescribed in the Rules within 45(forty-five) days of receiving the termination notice;

Provided that where an Purchaser does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Vendor/Developer, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Flat.

- c. The Purchaser shall be considered under a condition of Default, on the occurrence of the following events:
 - i. In case the Purchaser fails to make payment for two consecutive demands made by the Vendor/Developer as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Purchaser shall be liable to pay interest to the

Vendor/Developer on the unpaid amount at the rate prescribed in the Rules;

- ii. In case of Default by Purchaser under the condition listed above continues for a period beyond consecutive months after notice from the Vendor/Developer in this regard, the Vendor shall cancel the allotment of the Flat in favour of the Purchaser and refund the money paid to him by the Purchaser by deducting inter alia the booking amount and the interest liabilities and this Agreement shall thereupon stands terminated;

21. **OWNERSHIP OF THE SAID FLAT:**

The Vendor/Developer, on receipt of Total Price of the Flat as per para 1.2 under the Agreement from the Purchaser, shall execute a Deed of Conveyance and transfer/assign the Flat along with the undivided interest of proportionate share in the Common Amenities, Facilities and Services within 3 months from the date of issuance of the occupancy/ completion certificate.

However, in case the Purchaser fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the notice, the Purchaser authorizes the Vendor/Developer to withhold registration of the Deed of Conveyance in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Vendor/Developer is made by the Purchaser. The Purchaser shall be solely responsible and liable for compliance of the provisions of The Indian Stamp Act, 1899 including any actions taken or deficiencies/penalties imposed by the competent authorities.

22. **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 Developer as per the agreement for sale relating to such development is brought to the notice of the Developer within a period of 5 (five) years by the Purchaser from the date of handing over possession, it shall be the duty of the Developer to rectify such defects without further charge, within 30(thirty) days, and in the event of Developer failure to rectify such defects within such time, the aggrieved Purchaser shall be entitled to receive appropriate compensation in the manner as provided under the Act.

23. MAINTENANCE OF THE SAID FLAT/ PROJECT:

The Vendor/Developer and the Confirming Parties shall be responsible to provide and maintain essential services in the Larger Project of which the Project is a part, till the taking over of the maintenance of the Larger Project by the Association/Apex Body of Purchaser. The cost of such maintenance has been included in the Total Price of the Flat.

24. RIGHT OF THE PURCHASER TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES:

The Purchaser hereby agrees to accept the transfer of the Flat 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 the Purchaser and performance by the Purchaser of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of Purchaser from time to time.

25. RIGHT TO ENTER THE FLAT FOR REPAIRS:

The Vendor/Developer /Maintenance Agency/Association of Purchaser shall have rights of unrestricted access of all Common Areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Purchaser agrees to permit the

Association of Purchaser and/or maintenance agency to enter into the Flat 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.

26. **USAGE:**

Use of Service Areas: The service areas, if any, as located within the Subject Land, shall be earmarked for purposes such services including but not limited to electric sub-station, transformer, DG set room, underground water tanks, Pump rooms, maintenance and service rooms, firefighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Purchaser shall not be permitted to use the services areas in any manner whatsoever and the same shall be reserved for use by the Association of Purchaser formed by the Purchaser for rendering maintenance services.

27. **GENERAL COMPLIANCE WITH RESPECT TO THE FLAT:**

- a. Subject to para 12 above, the Purchaser shall, after taking possession, be solely responsible to maintain the Flat at his/her own cost, in good condition and shall not do or suffer to be done anything on the Flat common passages, 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 Flat and keep the Flat, its 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 Flat is not in any way damaged or jeopardized.
- b. The Purchaser 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 Flat or anywhere on the Common Areas of the Project. The Purchaser shall also not change the colour code

scheme of the boundary walls of the Flat. Further, the Purchaser shall not store any hazardous or combustible goods in the Subject Land

- c. The Purchaser shall plan and distribute its electrical load in conformity with the electrical systems installed by the Vendor/Developer and thereafter the Association of Purchaser and/or maintenance agency appointed by Association of Purchaser. The Purchaser shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

28. **COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PURCHASER/S:**

The Purchaser is/are entering into this Agreement for the allotment of a Flat with the full knowledge of all laws, rules, regulations, notifications applicable to the Project including the Larger Project in particular. That the Purchaser 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 Flat, all the requirements, requisitions, demands and repairs which are required by any competent authority in respect of the Flat at his/her own cost.

29. **ADDITIONAL CONSTRUCTIONS:**

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

30. **BVENDOR SHALL NOT MORTGAGE OR CREATE A CHARGE:**

After the Vendor/Developer executes this Agreement, it shall not mortgage or create a charge on the Flat/Said Premises/Property 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 Purchaser who has taken or agreed to take such Flat.

31. **WEST BENGAL APARTMENT OWNERSHIP ACT:**

The Vendor/Developer and the Confirming Parties have assured the Purchaser that the Project in its entirety is in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972.

The Vendor/Developer and the Confirming Parties showing compliance of various laws/regulations as applicable in the state of West Bengal.

32. **BINDING EFFECT:**

Forwarding this Agreement to the Purchaser by the Vendor/Developer does not create a binding obligation on the part of the Vendor/Developer or the Purchaser until, firstly, the Purchaser 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 Purchaser and secondly, appears for registration of the same before the concerned Sub-Registrar at Kolkata as and when intimated by the Vendor/Developer . If the Purchaser fails to execute and deliver to the Vendor/Developer this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser and/or appear before the Sub-Registrar for its registration as and when intimated by the Vendor/Developer , then the Vendor/Developer shall serve a notice to the Purchaser for rectifying the default, which if not rectified within 30(thirty) days from the date of its receipt by the Purchaser, application of the Purchaser shall be treated as cancelled and all sums deposited by the Purchaser in connection therewith including the amount paid towards booking shall be returned to the Purchaser without any interest or compensation whatsoever.

33. **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/Flat/building, as the case may be.

34. **RIGHT TO AMEND:**

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

35. **PROVISIONS OF THIS AGREEMENT APPLICABLE ON PURCHASER/S/SUBSEQUENT PURCHASER:**

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 Flat and the Project shall equally be applicable to and enforceable against any subsequent Purchaser of the Flat, in case of a transfer, as the said obligations go along with the Flat for all intents and purposes.

36. **WAIVER NOT A LIMITATION TO ENFORCE:**

- a. The Vendor/Developer may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Purchaser in not making payments as per the Payment Plan **Schedule "D"** including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Purchaser that exercise of discretion by the Vendor/Developer in the case of one Purchaser shall not be construed to be a precedent and/or binding on the Vendor/Developer to exercise such discretion in the case of other Purchaser.
- b. Failure on the part of the Parties to enforce at anytime 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.

37. **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.

38. **METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:**

Wherever in this Agreement it is stipulated that the Purchaser has to make any payment, in common with other Purchaser in Project, the same shall be in proportion to the Flat area of all the Flats/Flat in the Project.

39. **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.

40. **PLACE OF EXECUTION:**

The execution of this Agreement shall be completed only upon its execution by the Vendor/Developer through its authorized signatory

at the Vendor's/Developer's Office, or at some other place, which may be mutually agreed between the Vendor/Developer and the Purchaser, in Kolkata after the Agreement is duly executed by the Purchaser and the Vendor/Developer or simultaneously with the execution the said Agreement shall be registered at the office of the concerned Registrar at Kolkata. Hence this Agreement shall be deemed to have been executed at Kolkata.

41. **NOTICES:**

That all notices to be served on the Purchaser and the Vendor/Developer as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser or the Vendor/Developer by Registered Post/speed post/courier service/e-mail at their respective addresses specified below :

(1ST APPLICANT) (Name of the Purchaser)

(Address of applicants), (State), PIN-(Pin No.) (Purchaser Address)

_____ (Vendor/Developer)

Indraloke, Road No. 2, P.O. Sodepur, P.s. Ghola, Dist. North 24 Parganas, Kolkata-700110 (Vendor/Developer Address)

It shall be the duty of the Purchaser and the Vendor/Developer 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 Vendor/Developer or the Purchaser/s/s, as the case may be.

42. **JOINT PURCHASER:**

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

43. **GOVERNING LAW:**

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

44. **DISPUTE RESOLUTION:**

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

THE FIRST SCHEDULE ABOVE REFERRED TO:

(Description of entire property)

ALL THAT the piece or parcel of land classified as "BASTU" having rayat possessory right admeasuring more or less 11 (Eleven) Cottahs 13 (Thirteen) Chittaks 16 (Sixteen) Square Feet + 01 (One) Cottahs 03 (Three) Chittaks 41 (Forty One) sq.ft. + 03 (Three) Chittaks 38 (Thirty Eight) sq.ft.} in total 13 (Thirteen) Cottahs 05 (Five) Chittaks 05 (Five) sq.ft. of land togetherwith all easements rights appertaining thereto, lying and situated at Mouza-Ghola, J.L.No. 14, Re.Su. no. 103, Touzi No. 3, 63, 163, 1217, 1652, Comprised and Contained in R.S. Dag No. 80, corresponding to L.R. Dag No. 145, under R.S. Khatian No. 1015, corresponding to L.R. Khatian Nos. 2420, 359, 4923, 10850, 10851, 10852, 10937, 10938, 10847, 10848, 10849, 10879 & 10981, P.S. Ghola, A.D.S.R.O. Sodepur, Dist. North 24 Parganas within the local limits of Panihati Municipality being amalgamated Holding No. 66, Barasat

Road, under Ward No. 31, Kolkata-700111 on which the Multistoried Building namely “aradhana” so to be constructed.

Butted And Bounded

On the North : 80ft. wide Barasat Road.
On the South : Land of R.S. Dag No. 80/699.
On the East : House of Sukriti Bhushan Roy & Ors.
On the West : 12ft. wide Municipal Road.

SECOND SCHEDULE ABOVE REFERRED TO:

(Description of the Flat & Car Parking)

ALL THAT the undivided impartible proportionate share of land represented by a self-contained residential flat, identified by Flat No. “.....”, having Carpet Area sq.ft. corresponding to super built-up area Sq.ft. a little more or less located at the Floor, Facing, consisting of Bed Rooms, Dining/Drawing Room, Open Kitchen, Common Toilet, Room Attached Toilet & Verandah/Balcony alongwith a Car Parking with Floor Marking No., having Carpet Area sq.ft. corresponding to super built-up area Sq.ft. a little more or less located on the Ground Floor with cemented flooring into and out of the First Schedule property of the Premises which is popularly known as “aradhana” at Municipal amalgamated Holding No. 66, Barasat Road under Ward No. 31, Dist. North 24 Parganas, P.O. Ghola Bazar, P.S. Ghola, Kolkata-700111.

BUTTED AND BOUNDED OF FLAT

On the North :
On the South :
On the East:
On the West :

BUTTED AND BOUNDED OF car parking space

On the North :
On the South :

On the East:

On the West :

THIRD SCHEDULE ABOVE REFERRED TO

(Specification of work)

Number of floor :	Ground Plus upper stories.
Building and wall	R.C.C. Super Structure with Grade-1 quality materials, local field's brick.
External Wall :	8 inch thickness brick wall, plaster with cement mortar.
Internal Wall :	5 inch thickness brick wall, plaster with cement mortar for common wall & inside partition wall 3"/5" thickness with cement mortar.
Flooring :	All floors Tiles.
Toilet :	Bathroom fitted up to 6ft height glazed tiles of standard brand toilets of Indian/Commodes type. Standard P.V.C. Cistern, Floor finished with floor tiles. All fittings are in standard type one wash hand basin is in dinning space of each Flat.
Kitchen :	Cooking Platform blackstone and steel sink, 4ft. height glazed tile standard above the platform, floor finished with floor tiles.
Doors :	All Door will be flash door Bathroom P.V.C. and all frames Sal Wood (except Bathroom).
Windows :	Aluminium sliding window will be provided with glass fitted.
Water Supply :	Around the clock is assured for which necessary Sub mercible Deep tubewell will be install.
Plumbing :	Toilet conceal type with two bibcock, one shower, one point for flush tank, all fittings are standard quality.
Verandah :	Grill/brick will be provided upto 2'-6" feet height.
Electricity :	Full concealed wiring and maximum 23 points for 2BHK flat & 30 points for 3BHK flat.

Bedrooms :	2 light point, 1 tube light point, 1 Fan point, one 5 Amp plug point, Toilet- One light, one exhaust fan point. living-Dining 2 light point, 1/2 fan point and one 5 Amp cum 15 Amps plug, one point for calling Bell.
Kitchen :	1 light, 1 exhaust fan one 15 Amp Plug point.
Verandah :	1 light point/1 plug point.
Toilet :	1 light point & one exhaust point. 1 light point at main Entrance,

Inside wall of the flat will be finished with putty and external wall with super snowceam or equivalent.

Painting: All doors and windows frame and grill painted with two codes primer.

Mother Meter/Common Lift: Proportionate cost of Infrastructure i.e. Mother Line @ Rs./- per unit and Proportionate lift cost i.e. Rs./- per unit will be borne by the Purchaser exclusively which is not included in the consideration amount of the concerned flat/Unit.

Extra Works: Any extra work other than the standard schedule shall be charged extra and such amount shall be deposited by the Purchaser before the execution of such works.

Be it mentioned here that the purchaser shall pay the GST as applicable will be extra on the total consideration amount of subject flat/unit under this agreement and the said amount shall be paid by the purchaser to the developer in accordance with the prescribe norms of the GST authority.

FOURTH SCHEDULE ABOVE REFERRED TO:

(Cost of maintenance of common service as facilities)

1) Cost of maintenance, repairing, redecorating etc. of the main structure and in particular the gutters, fresh and rain water pipe, drains, sewerage and water storage tanks and electric wires, motors and other appliances and passages in or under or upon the building and enjoyed or used by the purchaser in common with the other occupiers of the flats and the main entrance passage landing, staircase of the building enjoyed by the purchaser or used by him in common as aforesaid and the boundary walls of the building, compound, terraces etc.

2) Cost of cleaning and lighting the passage, landing, stair case and other parts of building as enjoyed or used by the purchasers in common as aforesaid.

- 3) Cost of maintenance and decorating the exteriors of the building.
- 4) Cost of working and maintenance of light and service charges.
- 5) Municipal rates and taxes, save those separately assessed for flat.
- 6) Premium for insurance of the building .
- 7) Costs and charges of establishment for maintenance of the building and the salaries of all persons employed for the same purpose.
- 8) The office expenses incurred of maintaining the office for common purpose.

FIFTH SCHEDULE

(PAYMENT PLAN)

1. On Application	05%
2. Within 30 days from application	20%
3. On Foundation	15%
4. On Casting of First floor slab	05%
5. On Casting of Second floor slab	05%
6. On Casting of third floor slab	05%
7. On Casting of fourth floor slab	05%
8. On Casting of roof Slab	05%
9. On brickwork of the said unit	10%
10. On laying of flooring of the said unit	10%
11. On laying of electrical & plumbing line	10%
12. Upon completion	05%

IN WITNESSES WHEREOF We have hereunto put our signature on the day, month and year first above written.

SIGNED, SEALED AND DELIVERED

BY THE PARTIES

IN THE PRESENCE OF

WITNESSES:

1.

2.

Memo of Consideration

Received Rs. (Rupees
.....) Only from the within named Purchaser/s as and
by way of earnest money as per following memo.

Date	Chq. no.	Bank Amount
------	----------	-------------

Total Rs.

In Word: Rupees only.

SIGNED, SEALED AND DELIVERED

BY THE PARTIES

IN THE PRESENCE OF

WITNESSES:

1.

2.