

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made and executed at Kolkata on this _____ day of _____, **TWO THOUSAND TWENTY** _____ (202 _____),

BETWEEN

SN CONSULTANTS PRIVATE LIMITED, having its Income Tax Permanent Account No.(AAKCS779F), a private limited company duly incorporated under the provisions of the Companies Act, 1956, having its registered office at 30, Mohanbagan Lane, Room No.4, Ground Floor, Post Office Shyambazar, Police Station Shyampukur, Kolkata- 700 004, District Kolkata, West Bengal, duly represented by its director, **SRI SUBRATA NAYOK**, son of late Bibhuti Bhusan Nayok, having his Income Tax Permanent Account No.(ABSPN7785L), and **Aadhar No. (3786 9950 0006)**, by Faith Hindu, by Nationality Indian, by occupation business, residing at Metro Heights, 114, Dr. Lal Mohan Bhattacharjee Road, Philips More, Post Office- Entally, Kolkata-700 014, District Kolkata, West Bengal, hereinafter referred to as **LAND OWNER** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include her successor(s), heir(s), successors-in-interest, executor(s), representative(s), administrator(s) and/or assigns).of the **FIRST PART**.

AND

MIHIRA HOUSING LLP, (PAN ACDFM0678H) a Limited Liability Partnership Firm Duly Incorporated Under the Provision of Limited Liability Partnership Act 2008 having its registered office at 1st Floor, 67/1/2, G.T. Road, Salkia, Post Office- Salkia, Police Station- Golabari, District-Howrah, Pin-711106, West Bengal, represented by its Partner **SHRI ASISH KUMAR SEN** son of late Netai Chandra Sen, having his Income Tax Permanent Account No. (**AKRPS 9639N**), and **Aadhar No. (9324 9339 8083)**, by Faith -Hindu, by Nationality-Indian, by occupation - Business, residing at 1st Floor, 67/1/2, G.T. Road, Salkia, Post Office- Salkia, Police Station-Golabari, District-Howrah, Pin-711106, West Bengal, hereinafter referred to as the **DEVELOPER** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor(s), heir(s), successors-in-interest, executor(s), representative(s), administrator(s) and/or assigns) of the **SECOND PART**.

AND

_____ 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, legal representatives, successors, and/or assigns) of the **THIRD PART**.

DEVOLUTION OF BACKGROUND OF THE TITLE OF THE PROPERTY

1. The Land Owners herein are the owners and the possession holder of ALL THAT piece and parcel of Danga Land measuring about 22 (**Twenty-Two**) **Cottahs 6 (Six) Chittacks** (i.e., 1497.32 Sq. Mt.) more or less laying and situated at RS as well as LR Dag No.2648, appertaining to R.S. Khatian No.192, K.B. Khatian No.149, L.R. Khatian No.4313, of Mouza Atla, Post Office and Police Station Rampurhat, Pin-731 233, within the jurisdiction of Tarapith Rampurhat Development Authority, Kharun Gram Panchayat and Additional District Suib-Registrar at Rampurhat, District -Birbhum, in the state of West Bengal, which is more fully particularly describe in the **SCHEDULE** hereunder written.

2. One Jiban Kumar Das, son of late Jharu Das, by virtue of a Deed of Conveyance dated 22nd March 1971, have purchased all that piece and parcel of land measuring about 24 decimal, situated at R.S. Dag No. 2648 appertaining to R.S. Khatian No.192, K.B. Khatian No.149 of Mouza Atla, Post Office and Police Station Rampurhat, District Birbhum from Dwrikanath Das, which was duly registered at the office of the District Sub-Registrar at Rampurhat, recorded in Book No.I, Being No.2316, for the year 1971. After purchasing the said property, the said Jiban Kumar Das duly recorded his name with the L.R. Record of Right and started enjoying the same by paying regular taxes to the concerned authority.

3. while said Jiban Kumar Das enjoying his aforesaid property free from all sorts of encumbrances out of his personal need had sold conveyed and transferred the aforesaid property unto and in favour of (1) Arunasish Pal, (2) Debasish Pal, (3) Smt. Chitramoni and (4) Animesh Moni, by virtue of a registered Deed of Conveyance dated 12th August 2002, which was duly registered at the office of the District Sub-Registrar at Rampurhat and recorded in Book No. I, Being No.1285, for the year 2002.

4. while said Debasish Pal was enjoying his undivided 1/4th share in the aforesaid property duly recorded his name with the L.R. Record of Right while L.R. Khatian No.2829 was issued in his favour in respect of L.R. Dag No.2648. While said Debasish Pal was enjoying his 1/4th share in the aforesaid property free from all sorts of encumbrances, died intestate, leaving behind his mother, Asha Rani Pal, and his wife, Smt. Dipti Dey Pal as his legal heirs and/or successors to inherit his 1/4th share in the aforesaid property and after the demise of said Debasish Pal, Asha Rani Pal, and Smt. Dipti Dey Pal inherited the 1/4th share held by the said Debasish Pal in the aforesaid property.

5. while said Dipti Dey Pal was enjoying her all that 3 decimal lands (i.e. 1/8th share in 24 decimal of land) laying and situated at RS as well as LR Dag No.2648, appertaining to R.S. Khatian No.192, K.B. Khatian No.149, L.R. Khatian No.2829 (originated from L.R. Khatian No.290) of Mouza Atla, Post Office and Police Station Rampurhat, Pin-731 233, within the jurisdiction of Tarapith Rampurhat Development Authority, Kharun Gram Panchayat and Additional District Suib-Registrar at Rampurhat, District -Birbhum, West Bengal, out of her personal need sold, conveyed and transferred the aforesaid property unto and in favour of SN Consultants Private Limited by a Deed of Conveyance dated 14th December 2022, registered

at the office of the Additional District Sub-Registrar Rampurhat, recorded in Book No. I, Volume No.0304-2022, Pages from 306642 to 306659, being No.15359 for the year 2022.

6. while said Chitra Mani was enjoying his undivided $1/4^{\text{th}}$ share in the aforesaid property duly recorded his name with the L.R. Record of Right while L.R. Khatian No.2833 was issued in his favour in respect of L.R. Dag No.2648. While said Animesh Mani was enjoying his all that 6 decimal land (i.e. $1/4^{\text{th}}$ share in 24 decimal of land) laying and situated at RS as well as LR Dag No.2648, appertaining to R.S. Khatian No.192, K.B. Khatian No.149, L.R. Khatian No.2833 (originated from L.R. Khatian No.290) of Mouza Atla, Post Office and Police Station Rampurhat, Pin-731 233, within the jurisdiction of Tarapith Rampurhat Development Authority, Kharun Gram Panchayat and Additional District Suib-Registrar at Rampurhat, District -Birbhum, West Bengal, out of her personal need sold, conveyed and transferred the aforesaid property by virtue of two separate deeds of conveyance unto and in favour of SN Consultants Private Limited by virtue of a Deed of Conveyance both dated 14th December 2022, first in respect of 3 decimal land which was registered at the office of the Additional District Sub-Registrar, Rampurhat, recorded in Book No. I, Volume No.0304-2022, Pages from 306625 to 306641, being No.15360 for the year 2022. Second in respect of 3 decimal land, which was registered at the office of the Additional District Sub-Registrar, Rampurhat, recorded in Book No. I, Volume No.0304-2022, Pages from 306660 to 306676, being No.15361 for the year 2022.

7. while said Animesh Mani was enjoying his undivided $1/4^{\text{th}}$ share in the aforesaid property duly recorded his name with the L.R. Record of Right while L.R. Khatian No.2856 was issued in his favour in respect of L.R. Dag No.2648. While said Animesh Mani was enjoying his all that 6 decimal land (i.e. $1/4^{\text{th}}$ share in 24 decimal of land) laying and situated at RS as well as LR Dag No.2648, appertaining to R.S. Khatian No.192, K.B. Khatian No.149, L.R. Khatian No.2856 (originated from L.R. Khatian No.290) of Mouza Atla, Post Office and Police Station Rampurhat, Pin-731 233, within the jurisdiction of Tarapith Rampurhat Development Authority, Kharun Gram Panchayat and Additional District Suib-Registrar at Rampurhat, District -Birbhum, West Bengal, out of her personal need sold, conveyed and transferred the aforesaid property by virtue of two separate deeds of conveyance unto and in favour of SN Consultants Private Limited by virtue of a Deed of Conveyance both dated 14th December 2022, first in respect of 3 decimal land which was registered at the office of the Additional District Sub-Registrar, Rampurhat, recorded in Book No.I, Volume No.0304-2022, Pages from 306740 to 306756, being No.15362 for the year 2022. Second in respect of 3 decimal land, which was registered at the office of the Additional District Sub-Registrar, Rampurhat, recorded in Book No. I, Volume No.0304-2022, Pages from 306757 to 306773, being No.15363 for the year 2022.

8. while said Arunasish Pal was enjoying his undivided $1/4^{\text{th}}$ share in the aforesaid property duly recorded his name with the L.R. Record of Right while L.R. Khatian No.2832 was issued in his favour in respect of L.R. Dag No.2648. While said Arunasish Pal was enjoying his all that 6 decimal land (i.e. $1/4^{\text{th}}$ share in 24 decimal of land) laying and situated

at RS as well as LR Dag No.2648, appertaining to R.S. Khatian No.192, K.B. Khatian No.149, L.R. Khatian No.2832 (originated from L.R. Khatian No.290) of Mouza Atla, Post Office and Police Station Rampurhat, Pin-731 233, within the jurisdiction of Tarapith Rampurhat Development Authority, Kharun Gram Panchayat and Additional District Suib-Registrar at Rampurhat, District -Birbhum, West Bengal, died intestate leaving behind his mother Asha Rani Pal, wife Smt. Soma Pal and two daughters, namely, Priyanka Pal Pramanik as his legal heirs and successors who have inherited the aforesaid 6 decimal land after the demise of said Arunasish Pal.

9. While said Asha Rani Pal was enjoying her all that 4.5 decimal land laying and situated at RS as well as LR Dag No.2648, appertaining to R.S. Khatian No.192, K.B. Khatian No.149, L.R. Khatian No.2829 and 2832 (originated from L.R. Khatian No.290) of Mouza Atla, Post Office and Police Station Rampurhat, Pin-731 233, within the jurisdiction of Tarapith Rampurhat Development Authority, Kharun Gram Panchayat and Additional District Suib-Registrar at Rampurhat, District -Birbhum, West Bengal, out of her natural love and affection conveyed and transferred the aforesaid property unto and in favour of her two grand daughters namely Priyanka Pal Pramanik and Koyel Karmakar by virtue of a Deed of Gift dated 22nd July 2019, registered at the office of the Additional District Sub-Registrar Rampurhat, recorded in Book No. I, Volume No.0304-2019, being No.6964 for the year 2019.

10. While said Smt. Priyanka Pal Pramanik, by virtue of the Deed of Gift dated 22nd July 2019 and by way of inheritance from his father Arunasish Pal became the absolute owner of all that 3.75 decimal land laying and situated at RS as well as LR Dag No.2648, appertaining to R.S. Khatian No.192, K.B. Khatian No.149, L.R. Khatian No.2832 and 2829 (originated from L.R. Khatian No.290) of Mouza Atla, Post Office and Police Station Rampurhat, Pin-731 233, within the jurisdiction of Tarapith Rampurhat Development Authority, Kharun Gram Panchayat and Additional District Suib-Registrar at Rampurhat, District -Birbhum, West Bengal in respect which she has duly recorded her name in the records of L.R. Record of Right wherein Khatian No.3536 was created in her favour.

11. Smt. Koyel Karmakar, by virtue of the Deed of Gift dated 22nd July 2019 and by way of inheritance from his father Arunasish Pal became the absolute owner of all that 3.75 decimal land laying and situated at RS as well as LR Dag No.2648, appertaining to R.S. Khatian No.192, K.B. Khatian No.149, L.R. Khatian No.2832 and 2829 (originated from L.R. Khatian No.290) of Mouza Atla, Post Office and Police Station Rampurhat, Pin-731 233, within the jurisdiction of Tarapith Rampurhat Development Authority, Kharun Gram Panchayat and Additional District Suib-Registrar at Rampurhat, District -Birbhum, West Bengal in respect which she has duly recorded her name in the records of L.R. Record of Right wherein Khatian No.3516 was created in her favour.

12. Smt. Soma Pal, by virtue of inheritance from his husband Arunasish Pal, became the absolute owner of all that 1.5 decimal land laying and situated at RS as well as LR Dag No.2648, appertaining to R.S. Khatian No.192, K.B. Khatian No.149, L.R. Khatian No.2832

(originated from L.R. Khatian No.290) of Mouza Atla, Post Office and Police Station Rampurhat, Pin-731 233, within the jurisdiction of Tarapith Rampurhat Development Authority, Kharun Gram Panchayat and Additional District Suib-Registrar at Rampurhat, District -Birbhum, West Bengal in respect which she has duly recorded her name in the records of L.R. Record of Right wherein Khatian No.3595 was created in her favour.

13. While said Smt. Priyanka Pal enjoying her all that 3.75 decimal land laying and situated at RS as well as LR Dag No.2648, appertaining to R.S. Khatian No.192, K.B. Khatian No.149, L.R. Khatian No.3536 of Mouza-Atla, Post Office and Police Station Rampurhat, Pin-731 233, within the jurisdiction of Tarapith Rampurhat Development Authority, Kharun Gram Panchayat and Additional District Suib-Registrar at Rampurhat, District -Birbhum, West Bengal, and Smt. Soma Pal Raha enjoying her all that .75 decimal land (out of 1.5 decimal land) laying and situated at RS as well as LR Dag No.2648, appertaining to R.S. Khatian No.192, K.B. Khatian No.149, L.R. Khatian No.3595 of Mouza Atla, Post Office and Police Station Rampurhat, Pin-731 233, within the jurisdiction of Tarapith Rampurhat Development Authority, Kharun Gram Panchayat and Additional District Suib-Registrar at Rampurhat, District -Birbhum, West Bengal sold convey and transferred the same unto and in favour of SN Consultants Private Limited by virtue of a Deed of Conveyance dated 14th December, 2022, registered at the office of the Additional District Sub-Registrar Rampurhat, recorded in Book No. I, Volume No.0304-2022, Pages from 306720 to 306739, being No.15365 for the year 2022.

14. While said Smt. Koyel Karmakar enjoying her all that 3.75 decimal land laying and situated at RS as well as LR Dag No.2648, appertaining to R.S. Khatian No.192, K.B. Khatian No.149, L.R. Khatian No.3516 of Mouza Atla, Post Office and Police Station Rampurhat, Pin-731 233, within the jurisdiction of Tarapith Rampurhat Development Authority, Kharun Gram Panchayat and Additional District Suib-Registrar at Rampurhat, District -Birbhum, West Bengal, and Smt. Soma Pal Raha enjoying her all that .75 decimal land (out of 1.5 decimal land) laying and situated at RS as well as LR Dag No.2648, appertaining to R.S. Khatian No.192, K.B. Khatian No.149, L.R. Khatian No.3595 of Mouza Atla, Post Office and Police Station Rampurhat, Pin-731 233, within the jurisdiction of Tarapith Rampurhat Development Authority, Kharun Gram Panchayat and Additional District Suib-Registrar at Rampurhat, District -Birbhum, West Bengal sold convey and transferred the same unto and in favour of SN Consultants Private Limited by virtue of a Deed of Conveyance dated 14th December, 2022, registered at the office of the Additional District Sub-Registrar Rampurhat, recorded in Book No. I, Volume No.0304-2022, Pages from 306774 to 306792, being No.15366 for the year 2022.

15. While one Sanat Kumar Das by virtue of a deed gift from his father Trilochan Das became the owner of all that 6.5 Decimal land laying and situated at RS Dag No.2648, appertaining to R.S. Khatian No.192, K.B. Khatian No.149, of Mouza Atla, Post Office and Police Station Rampurhat, Pin-731 233, within the jurisdiction of Tarapith Rampurhat Development Authority, Kharun Gram Panchayat and Additional District Suib-Registrar at

Rampurhat, District -Birbhum, West Bengal, out of her personal need sold, conveyed and transferred the aforesaid property by virtue of a deed of conveyance dated 21st March 1996, which was registered at the office of the Additional District Registrar at Rampurhat recorded in Book No. I, being No.02180 for the year 1996, in respect of which the land owners applied for records its name with the L.R. Records of Rights while L.R. Khatian No. 2032 was issued in his favour.

16. While said Sanat Kumar Das enjoying his all that 6.5 Decimal land laying and situated at RS as well as LR Dag No.2648, appertaining to R.S. Khatian No.192, K.B. Khatian No.149, L.R. Khatian No.2032 of Mouza Atla, Post Office and Police Station Rampurhat, Pin-731 233, within the jurisdiction of Tarapith Rampurhat Development Authority, Kharun Gram Panchayat and Additional District Suib-Registrar at Rampurhat, District -Birbhum, West Bengal, out of his personal need sold, conveyed and transferred the aforesaid property by virtue of a deed of conveyance dated 12th March 2012, unto and in favour of Sabitri Chowdhury and Ratan Chowdhury which was registered at the office of the Additional District Registrar at Rampurhat recorded in Book No. I, being No.01918 for the year 2012.

17. While said Sabitri Chowdhury and Ratan Chowdhury enjoying their all that 6.5 Decimal land laying and situated at RS as well as LR Dag No.2648, appertaining to R.S. Khatian No.192, K.B. Khatian No.149, L.R. Khatian No.2032 of Mouza Atla, Post Office and Police Station Rampurhat, Pin-731 233, within the jurisdiction of Tarapith Rampurhat Development Authority, Kharun Gram Panchayat and Additional District Suib-Registrar at Rampurhat, District -Birbhum, West Bengal, out of their personal need sold, conveyed and transferred the aforesaid property by virtue of a deed of conveyance dated 30th May 2013, unto and in favour of Rina Ray (Sarkar) which was registered at the office of the Additional District Registrar at Rampurhat recorded in Book No. I, being No.04786 for the year 2013.

18. While said Rina Ray (Sarkar) enjoying their all that 6.5 Decimal land laying and situated at RS as well as LR Dag No.2648, appertaining to R.S. Khatian No.192, K.B. Khatian No.149, L.R. Khatian No.2032 of Mouza Atla, Post Office and Police Station Rampurhat, Pin-731 233, within the jurisdiction of Tarapith Rampurhat Development Authority, Kharun Gram Panchayat and Additional District Suib-Registrar at Rampurhat, District -Birbhum, West Bengal, out of their personal need sold, conveyed and transferred the aforesaid property by virtue of a deed of conveyance dated 2nd May, 2017 unto and in favour of Arnaya Ray which was registered at the office of the Additional District Registrar at Rampurhat recorded in Book No. I, being No.04157 for the year 2017.

19. While said Arnaya Ray enjoying his all that 6.5 decimal land laying and situated at RS as well as LR Dag No.2648, appertaining to R.S. Khatian No.192, K.B. Khatian No.149, L.R. Khatian No.2032 of Mouza Atla, Post Office and Police Station Rampurhat, Pin-731 233, within the jurisdiction of Tarapith Rampurhat Development Authority, Kharun Gram Panchayat and Additional District Suib-Registrar at Rampurhat, District -Birbhum, West Bengal, out of his personal need sold, conveyed and transferred the aforesaid property by

virtue of two separate deeds of conveyance unto and in favour of SN Consultants Private Limited by virtue of a Deed of Conveyance both dated 2nd January, 2022, first in respect of 3.25 decimal land which was registered at the office of the Additional Registrar Assurance-III, Kolkata recorded in Book No.I, Volume No.1903-2023, Pages from 6984 to 7001, being No.00021 for the year 2023. Second with respect of 3.25 decimal land which was registered at the office of the Additional Registrar Assurance-III, Kolkata, recorded in Book No. I, Volume No.1903-2023, Pages from 6966 to 6983, being No.00020 for the year 2023.

20. One Haradhan Dasby virtue of a deed gift from his father Trilochan Das became the owner of all that 6.5 Decimal land laying and situated at RS Dag No.2648, appertaining to R.S. Khatian No.192, K.B. Khatian No.149, of Mouza Atla, Post Office and Police Station Rampurhat, Pin-731 233, within the jurisdiction of Tarapith Rampurhat Development Authority, Kharun Gram Panchayat and Additional District Suib-Registrar at Rampurhat, District -Birbhum, West Bengal, out of her personal need sold, conveyed and transferred the aforesaid property by virtue of a deed of conveyance dated 21st March 1996, which was registered at the office of the Additional District Registrar at Rampurhat recorded in Book No. I, being No.02180 for the year 1996. in respect of which, the land owners applied for records its name with the L.R. Records of Rights, while L.R. Khatian No. 1754 was issued in his favour.

21. While said Haradhan Das enjoying his all that 6.5 Decimal land laying and situated at RS as well as LR Dag No.2648, appertaining to R.S. Khatian No.192, K.B. Khatian No.149, L.R. Khatian No.1754 of Mouza Atla, Post Office and Police Station Rampurhat, Pin-731 233, within the jurisdiction of Tarapith Rampurhat Development Authority, Kharun Gram Panchayat and Additional District Suib-Registrar at Rampurhat, District -Birbhum, West Bengal, out of her personal need sold, conveyed and transferred the aforesaid property by virtue of a deed of conveyance dated 10th February 2014, unto and in favour of Rupa Ray and Tapan Kumar Ray which was registered at the office of the Additional District Registrar at Rampurhat recorded in Book No. I, being No.00960 for the year 2014.

22. While said Rupa Ray enjoying her all that 3.25 decimal land laying and situated at RS as well as LR Dag No.2648, appertaining to R.S. Khatian No.192, K.B. Khatian No.149, L.R. Khatian No.1754 of Mouza Atla, Post Office and Police Station Rampurhat, Pin-731 233, within the jurisdiction of Tarapith Rampurhat Development Authority, Kharun Gram Panchayat and Additional District Suib-Registrar at Rampurhat, District -Birbhum, West Bengal, out of her personal need sold, conveyed and transferred the aforesaid property by virtue of a deed of conveyance dated 2nd January, 2022, unto and in favour of SN Consultants Private Limited which was registered at the office of the Additional Registrar Assurance-III, Kolkata recorded in Book No. I, Volume No.1903-2023, Pages from 7054 to 7071, being No.00022 for the year 2023.

23. While said Tapan Kumar Ray enjoying his all that 3.25 decimal land laying and situated at RS as well as LR Dag No.2648, appertaining to R.S. Khatian No.192, K.B. Khatian

No.149, L.R. Khatian No.1754 of Mouza Atla, Post Office and Police Station Rampurhat, Pin-731 233, within the jurisdiction of Tarapith Rampurhat Development Authority, Kharun Gram Panchayat and Additional District Suib-Registrar at Rampurhat, District -Birbhum, West Bengal, out of his personal need sold, conveyed and transferred the aforesaid property unto and in favour of SN Consultants Private Limited by virtue of a Deed of Conveyance dated 2nd January, 2022, first in respect of 3.25 decimal land which was registered at the office of the Additional Registrar Assurance-III, Kolkata recorded in Book No.I, Volume No.1903-2023, Pages from 7072 to 7089, being No.00023 for the year 2023.

24. Thus, by virtue of the aforesaid deed of conveyance, the land owner herein become the absolute owners of **ALL THAT** piece and parcel of Danga Land measuring about 22 (Twenty-Two) Cottahs 6 (Six) Chittacks (i.e., 1497.32 Sq. Mt.) laying and situated at R.S. as well as LR Dag No.2648, appertaining to R.S. Khatian No.192, K.B. Khatian No.149, L.R. Khatian No. 2829, 2833, 2856, 3536, 3595, 3516, 2032 and 1754 of Mouza-Atla, Post Office and Police Station Rampurhat, Pin-731 233, within the jurisdiction of Tarapith Rampurhat Development Authority, Kharun Gram Panchayat and Additional District Suib-Registrar at Rampurhat, District -Birbhum, West Bengal, in respect of which it has recorded its name with the records of BL & LRO while L.R. Khatian No. 4313 was created in respect of the property situated in L.R. Dag No. 2648.

25. While absolutely sized and possessed of or otherwise well and sufficiently entitled to the said premises free from all sorts and encumbrances whatsoever and how so ever in nature, having good marketable title in respect of the said premises which is more fully described in the First Schedule hereunder written being desired to construct a Multi- Storied Building thereon having several self-sufficient units/flats car parking space/other office space/shops within the jurisdiction of Tarapith Rampurhat Development Authority Kharun Gram Panchayat and Additional District Suib-Registrar at Rampurhat, District -Birbhum, West Bengal, together with modern taste, design and architecture in accordance with the sanctioned building plan to be sanctioned by the Tarapith Rampurhat Development Authority Kharun Gram Panchayat but lacking of necessary expertise and knowledge required to erect and construct a multistoried building/s the land owner have approached the developer for developing the schedule mentioned property on “Joint Venture Basis” and the developer have duly accepted the same. And accordingly, a development agreement was executed on 3rd March 2025 which was subsequently registered at the office of the Additional District of Sub-Registrar at Rampurhat and Recorded in Book No. I, volume No. 0304-2025 pages from 61160 to 61226 being no-2834 for the year 2025.

26. After execution of the development agreement, the landowners also executed a power of attorney on 3rd March 2025 in favour of the developer herein in order to develop the said premises which is more fully and particularly mentioned in the schedule hereunder written. subsequently registered at the office of the Additional District of Registrar at Garia and

Recorded in Book No. I, Volume No. 0304-2025, being No. 2835 for the year 2025.

27. After execution of the development agreement the developer applied for recorded the name of the landowners with the records of BL & LRO in respect of the schedule mentioned property and got the property recorded in the name of the landowners herein.

28. The Developer is a building Promoter and has sufficient experience in this field, have approached the Owners herein for the development of the said premises by construction a Ground + Five Storied Residential building thereon and after negotiation, the Developer through his Lawyer has already inspected and examined the title of the Owner in respect of the said premises and being satisfied with the title, the Developer has agreed to develop the property as the Owners has agreed to hand over the said premises to the Developer for developing.

29. The parties hereto have agreed to enter into this Development Agreement of the said premises by making the construction of the proposed Straight Three Storied Residential building thereon under certain terms and conditions hereunder written to avoid any future complication and misunderstanding the parties hereto have agreed to reduce the terms and conditions of this agreement to writing in duplicate.

30. The Said Premises have been categorized as Bastu Land intended for the construction of a residential project comprising several flats/units, and car parking areas intended for commercial exploitation and shall be known as **“MAA TARA APARTMENT BLOCK L”** The owners have revised the building plan that was already sanctioned by the Tarapith Rampurhat Development Authority under Kharun Gram Panchayat vide Building Sanction Plan Vide **Order No. 440 dated 22nd March 2024** duly approved and sanctioned by the Tarapith Rampurhat Development Authority under Kharun Gram Panchayat.

31. 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 the Project is to be constructed have been completed.

32. The Promoter has obtained the final layout plan approvals for the Project from AND HOWSOEVER OTHERWISE the said premises is described and/or distinguished and delineated and shown in a map or plan annexed hereto and thereon enclosed in red border line.

33. . 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;

34. The Developer/owner has duly applied for and got the said above projec**“MAA TARA APARTMENT BLOCK L”** duly registered under the provisions of the said Act with the Real Estate Regulatory authority dated: _____ bearing No: _____.

35. The Allottee had applied for an apartment in the Project vide application no. _____ dated _____ and has been allotted an apartment more fully specified in the Second Schedule hereunder written 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")

36. 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;

37. 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;

38. 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/ and the garage/closed parking (if applicable) as specified in paragraph

39. The Purchaser has also satisfied himself/itself/themselves as to the computation of the carpet area and/or built-up area including the computation of the consideration payable on account thereof at the specified rate and hath agreed to pay the said consideration including the additional payments and deposits within the time and in the manner stipulated therein without any reservation and restrictions whatsoever and only after being fully and satisfied about these, the Purchaser/s/allottee is entering into this Agreement and the Purchaser/s/Allottee hereby further undertakes not to ever raise any objection of whatsoever nature or kind in these regards.

40. The Allottee agrees that in case of any exigency, statutory or otherwise, the Developer may be required to vary the common facilities as initially contemplated which may result in the increase or decrease in the Common area and such event the Allottee shall have no objection.

41. The parties hereby confirm that on being satisfied and having full knowledge of all pending laws, rules, regulations, and notifications and applications concerning the said project doth hereby agree and are entering into this agreement on the basis thereof.

42. Relying on the representations, confirmations, and assurances held out by either of the parties hereto to faithfully abide by all the terms, conditions, and stipulations contained in this agreement including all applicable laws and rules governing the said project have agreed to enter into this agreement on the terms, conditions and stipulations more particularly contained hereafter.

43. The parties have gone through all the terms and conditions set out in this agreement

and understood the mutual rights and obligations detailed herein.

44. In addition to the Project Land, the Promoter, Owners have, amongst other rights, the rights of development, transfer, and administration in respect of several pieces or parcels of land and on the terms and conditions contained in the Development Agreement;

45. This Agreement shall remain in force and shall not merge into any other Agreement save and except the Conveyance Deed as stated herein. This Agreement does not preclude or diminish the right of any financial institution, fund, or registered money lender from whom finance has been taken for the Project and the same can be claimed by them under the law and this does not in any way affect the right of the Allottee in respect of his/her Unit in the said Project.

46. In the aforesaid premises subject to compliance with the terms and conditions more particularly set out in this agreement and mutually agreed to be observed and performed by the parties hereto, the Developer in concurrence and confirmation with the owners hereby agrees to sell and the Purchaser hereby agrees to purchase All That “**The Said Flat**” more particularly described and mentioned hereunder.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL REPRESENTATIONS, COVENANTS, ASSURANCES, PROMISES, AND AGREEMENTS CONTAINED HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATIONS, THE PARTIES AGREE AS FOLLOWS:

responsibility of the Purchasers to intimate the same in writing to the Developer immediately and comply with necessary formalities if any under the applicable laws. The Developer shall not be responsible towards any third-party making payment/remittances on behalf of any Purchasers 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 Developer shall be issuing the payment receipts in favour of the Purchasers only

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

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

5. TIME IS ESSENCE:

Time is of the essence for the Developer as well as the Purchasers. The Developer shall, subject to force majeure, abide by the time schedule for completing the Project and handing over the residential flats together with the right of Car Parking which is morefully mentioned in the second schedule to the Purchasers and the common areas to the association of the Purchasers after receiving the occupancy/completion certificate. Similarly, the Purchasers shall make timely payments of the installment and other dues payable by them and meet the other obligations under the Agreement subject to the simultaneous completion of construction by the Developer as provided in the “Payment Plan”.

6. CONSTRUCTION OF THE PROJECT/ THE APARTMENT:

The Purchasers have seen the specifications of the Apartment and accepted the Payment Plan, floor plans, and layout plans described in the **THIRD, FOURTH and FIFTH SCHEDULE** which has been approved by the competent authority, as represented by the Developer. The Developer shall develop the Project in accordance with the said layout plans, floor plans and specifications. Subject to the terms in this Agreement, the 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 applicable laws in force] 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 Developer shall constitute a material breach of the Agreement.

7. POSSESSION OF THE APARTMENT:

7.1. Schedule for possession of the said Apartment: The Developer agrees and understands that timely delivery of possession of the Apartment is the essence of the Agreement. The Developer, based on the approved plans and specifications, assures to hand over possession of the Apartment with in 31st December 2027 unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Purchasers agree that the Developer 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 Purchasers agrees and confirms that in the event, it becomes impossible for the Developer to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Developer shall refund to the Purchasers the entire amount received by the Developer from the allotment within 45 days from that date. After refund of the money paid by the Purchasers, Purchasers agrees that they shall not have any rights, claims etc. against the Developer and that the Developer shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2. Procedure For Taking Possession – The Developer, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the Apartment, to the Purchasers in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Developer shall give possession of the Apartment to the Purchasers. The Developer agrees and undertakes to indemnify the Purchasers in case of failure of fulfillment of any of the provisions, formalities, or documentation on the part of the Developer. The Developer on its behalf shall offer the possession to the Purchasers in writing within 30 days of receiving the occupancy certificate of the Project.

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

7.4. Possession by the Purchasers After obtaining the occupancy certificate and handing

over physical possession of the Apartment to the Purchasers, it shall be the responsibility of the Developer to hand over the necessary documents and plans, including common areas, to the association of the Purchasers or the competent authority, as the case may be, as per the local laws.

7.5. Cancellation by Purchasers—The Purchasers shall have the right to cancel/withdraw their allotment in the Project as provided in the Act, provided that where the Purchasers propose to cancel/withdraw from the project without any fault of the Developer, the Developer herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the Purchasers shall be returned by the Developer to the Purchasers within 45 days of such cancellation.

7.6. Compensation – The Developer shall compensate the Purchasers in case of any loss caused to her 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 Developer fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of their business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Developer shall be liable, on demand to the Purchasers, in case the Purchasers wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by them in respect of the Apartment, with interest at the rate specified in the Rules within 45 days including compensation in the manner as provided under the Act. Provided that where if the Purchasers does not intend to withdraw from the Project, the Developer shall pay the Purchasers interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the Apartment.

8. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER:

The Developer hereby represents and warrant to the Purchasers as follows:

- (i) The Owner/Developer 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 Developer has lawful rights and requisite approvals from the competent Authorities to carry out the development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project;
- (iv) No litigations are pending before any Court of law with respect to the said Land, Project, or the Apartment;
- (v) 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 Developer has been and shall, at all times, remain in compliance with all applicable laws in relation to the Project, said Land, Building and

Apartment and common areas;

(vi) The 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 Purchasers created herein, may prejudicially be affected;

(vii) The Developer has not entered into any agreement for sale and/or development agreement or any other agreement/ arrangement with any person or party with respect to the said Land, including the Project and the said Apartment which will, in any manner, affect the rights of Purchasers under this Agreement;

(viii) The Developer confirms that the Developer is not restricted in any manner whatsoever from selling the said Apartment to the Purchasers in the manner contemplated in this Agreement;

(ix) At the time of execution of the conveyance deed the Developer shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Purchasers and the common areas to the Association of the Purchasers;

(x) The First Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;

(xi) The Developer 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;

(xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, or notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Developer in respect of the said Land and/or the Project;

(xiii) That the property is not Waqf property.

9 EVENTS OF DEFAULTS AND CONSEQUENCES:

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

(i) The developer fails to provide ready-to-move-in possession of the Apartment to the Purchasers within the time period specified. For 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 Developer's business as a developer on account of suspension or revocation of their registration under the provisions of the Act or the rules or regulations made thereunder.

In case of Default by the Developer under the conditions listed above, Purchasers are entitled to the following:

(i) Stop making further payments to the Developer as demanded by the Developer. If the Purchasers stops making payments, the Developer shall correct the situation by completing the construction milestones and only thereafter the Purchasers be required to make the next payment without any penal interest; or

(ii) The Purchasers shall have the option of terminating the Agreement in which case the Developer shall be liable to refund the entire money paid by the Purchasers 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 Purchasers does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the Developer, interest at the rate specified in the Rules, for every month of delay till the handing over of the possession of the Apartment.

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

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

(ii) In case of Default by Purchasers under the condition listed above continues for a period beyond consecutive months after notice from the Developer in this regard, the Developer shall cancel the allotment of the Apartment in favour of the Purchasers and refund the amount money paid to them by the Purchasers by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated

10 DEED OF CONVEYANCE OF THE APARTMENT:

The Developer, on receipt of complete amount of the Price of the Apartment under the Agreement from the Purchaser, 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 Purchasers 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 Purchasers authorizes the Developer to withhold registration of the conveyance deed in their favour till full and final settlement of all dues and stamp duty and registration charges to the Developer is made by the Purchaser. The Purchasers shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/ penalties imposed by the competent authorities.

However, prior to execution of the deed of conveyance, the purchasers shall clear the cost of extra work to the developer which to be done as per instruction and or request of the purchaser.

However, in case the Purchasers fails to deposit the stamp duty and/or registration charges with the concerned authorities and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Purchasers authorizes the Developer to withhold registration of the conveyance deed in their favour till full and final settlement of all dues and payment of stamp duty and registration charges to the Developer is made by the

Purchasers and on such Default the Purchasers shall also be deemed to be under the condition of default under clause 7.3 and 9.3 above. The Purchasers shall be solely responsible and liable for compliance with the provisions of the Indian Stamp Act, 1899 including any actions taken or deficiencies/ penalties imposed by the competent authorities.

11 MAINTENANCES OF THE SAID FLATS AND PARKINGS/PROJECT:

The Developer shall be responsible to provide and maintain the essential services in the Project either by itself or through its nominated agent till the handing over of the flat to the Purchasers or as the case may be.

12 DEFECT LIABILITY:

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Developer as per the Agreement relating to such development is brought to the notice of the Developer within a period of 5 (five) years by the Purchasers 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's failure to rectify such defects within such time, the aggrieved Purchasers shall be entitled to receive appropriate compensation in the manner as provided under the Act.

However, It is clarified that the Developer shall hand over the possession of the Apartment on completion of the Project to the Purchasers by way of issuance of a letter ("Letter of Handover") which shall at all times be construed as an integral part of this Agreement. It is expressly agreed and understood that in case the Purchaser, without first notifying the Developer and without giving the Developer the opportunity to inspect assess, and determine the nature of such defect (which inspection the Developer shall be required to complete within 15 days of receipt of the notice from the Purchaser), alters the state and condition of such defect, then the Developer shall be relieved of its obligations contained in the Clause immediately preceding and the Purchasers shall not be entitled to any cost or compensation in respect thereof.

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

The Purchasers hereby agrees to purchase the said Apartment on the specific understanding that their right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined in respect of the terms and conditions specified by the Maintenance In-charge from time to time.

14. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

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

15. USAGE:

Use of Service Areas: The service areas if any located within the Project shall be ear-marked for purposes such as parking spaces and services including but not limited to electric sub-station, underground water tanks, Pump rooms, maintenance, and equipment etc. and other permitted uses as per sanctioned plans. The Purchasers shall not be permitted to use the service areas in any manner whatsoever, other than those earmarked as parking spaces and the same shall be reserved for use by the Maintenance In-charge for rendering maintenance services.

16 GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

Subject to Clause 12 above, the Purchasers shall, after taking possession, be solely responsible for maintaining the Apartment at their own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized. The Purchasers further undertakes, assures and guarantees that they would not put any sign-board/name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Purchasers shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further, the Purchasers shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the building. The Purchasers shall also not remove any wall, including the outer and load bearing wall of the Apartment. The Purchasers shall plan and distribute its electrical load in conformity with the electrical systems installed by the Developer and thereafter the association of Purchasers appointed by an association of Purchasers. The Purchasers shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

17 COMPLIANCES OF LAWS, NOTIFICATIONS ETC. BY PARTIES:

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

18 ADDITIONAL CONSTRUCTIONS:

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

Provided however the Purchasers undertake not to object to further construction, expansion, development and/or modification in the paid project to the approval of the concerned authorities and sanction of the competent authority:

a) In the event the owners/developer buy any land adjacent to the said premises or enters into any development agreement with the owners of any land adjacent to the said premises, such land, hereafter referred to as the “Other Further Lands”, the same may be added to the said premises, and/or said project and the owners and/or Purchasers of such other further land shall have the right of ingress to and egress from over such portions of the said premises, and/or the said land meant for passage through it and all constructions made thereat for all times will be deemed to be a part and parcel of the said project.

b) The project common portions within the said project, and those within the Other further lands, will be deemed to be the project common portions of the said building, and or the said project, and/or the said premises.

19 DEVELOPER SHALL NOT MORTGAGE OR CREATE A CHARGE:

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

However, the Developer shall be entitled to securitize the Total Price and other amounts, respectively, payable by the Purchasers under this Agreement (or any part thereof), in the manner permissible under the Act/Rules, in favour of any persons including banks/financial institutions and shall also be entitled to sell and assign to any person or institution the right to directly receive the Total Price and other amounts payable by the Purchasers under this Agreement or any part thereof. Upon receipt of such intimation from the Developer, the Purchasers shall be required to make payment of the Total Price and other amounts payable in accordance with this Agreement, in the manner as intimated.

20 APARTMENT OWNERSHIP ACT (OR THE RELEVANT STATE ACT):

The Developer has assured the Purchasers that the Project in its entirety is in accordance with the provisions of the Apartment Ownership Act, 1972 made thereunder and that the Project in its entirety is in accordance with the applicable laws as applicable in the State of West Bengal.

21 BINDING EFFECT:

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

22 ENTIRE AGREEMENT:

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties concerning the subject matter hereof and supersedes any understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties regarding the Apartment.

23 RIGHT TO AMEND:

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

24 PROVISIONS OF THIS AGREEMENT APPLICABLE ON PURCHASER/ SUBSEQUENT TRANSFEREES:

It is clearly understood and so agreed by and between the parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Apartment and the Project shall equally be applicable to and enforceable on the said subsequent Purchaser/s, in case of a transfer, the said obligations go along with the Apartment.

25 WAIVER NOT A LIMITATION TO ENFORCE:

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

II. Failure on the part of the Developer 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 every provision.

26 SEVERABILITY:

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

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

Wherever in this Agreement it is stipulated that the Purchasers have to make any payment, in common with another purchasers of the building, the same shall be the proportion which the area of the Apartment bears to the total area of all the Apartments in the Project

28 FURTHER ASSURANCES:

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

29 PLACE OF EXECUTION:

The execution of this Agreement shall be complete only upon its execution by the Developer / Owners through their authorized signatory at the Developer's Office, or at some other place, which may be mutually agreed between the Developer and the Purchaser, after the Agreement is duly executed by the Purchasers and the Developer or simultaneously with the execution of the said Agreement shall be registered at the office of the concerned Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Kolkata.

30 NOTICES:

All notices to be served on the Purchasers and the Developer as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchasers or the Developer by Registered Post at their respective addresses as mentioned in this Agreement or through e-mail.

It shall be the duty of the Purchasers and the Developer to inform each other of any change in address after 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 Developer or the Purchaser, as the case may be.

31 JOINT PURCHASERS:

That in case there are joint Purchasers all communications shall be sent by the Developer to the Purchasers whose name appears first and at the address given by them, which shall for all intents and purposes be considered as properly served on all the Purchasers.

32 GOVERNING LAW:

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

33 DISPUTE RESOLUTION:

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

THE FIRST SCHEDULE

THE FIRST SCHEDULE ABOVE REFERRED TO DESCRIPTION OF THE LAND

ALL THAT piece and parcel of Danga Land measuring about **22 (Twenty-Two) Cottahs 6 (Six) Chittacks** (i.e., 1497.32 Sq. Mt.) more or less laying and situated at RS as well as LR Dag No.2648, appertaining to R.S. Khatian No.192, K.B. Khatian No.149, L.R. Khatian No.4313, of Mouza Atla, Post Office and Police Station Rampurhat, Pin-731 233, within the jurisdiction of Tarapith Rampurhat Development Authority, Kharun Gram Panchayat and Additional District Suib-Registrar at Rampurhat, District -Birbhum, West Bengal, which is butted and bounded as follows:

ON THE NORTH: By others land 2651.

ON THE SOUTH: By Tirtha International Hotel

ON THE EAST: By Maa Tara Apartment F Block

ON THE WEST: By Larica Hotel.

AND HOWSOEVER OTHERWISE the said premises is described and/or distinguished and delineated and shown in a map or plan annexed hereto and thereon enclosed in red border line.

SECOND SCHEDULE HEREUNDER WRITTEN (Description of the Flats and Right of Car Parking)

ALL THAT piece and parcel of Residential Flat being No. ..., having carpet area of Sq. Ft. (.....Square Feet) more or less (excluding the Balcony if any) corresponding to the Built-Up area of..... **Sq. Ft.** (.....Square Feet) more or less (including Balcony if any) consisting of 3 (Three) Bed Rooms, 1 (One) Living cum Dining, 1 (One) Kitchen, 2 (Two) Toilet, 1 (One) Balcony, situated on the North East side of First Floor of the under the constructed building along with Permission to Park One Road-worthy passenger Car in the allotted area of Car Parking Space, at the project namely “**MAA TARA APARTMENT BLOCK L**” Together with an undivided proportionate share of rights, titles, and interests over the land, common areas, parts, portions, facilities, amenities, and installations as are available in the said Premises, laying and situated at Mouza Atla, Post Office and Police Station Rampurhat, Pin-731 233, within the jurisdiction of Tarapith Rampurhat Development Authority, Kharun Gram Panchayat and Additional District Suib-Registrar at Rampurhat, District -Birbhum, West Bengal, which is duly delineated and/or earmarked in the sketch plans and/or maps annexed hereto and bordered by “**RED**” ink. having **LIFT PROVISION**.

THIRD SCHEDULE ABOVE REFERRED TO
(common parts and facilities)

1. Staircase on all the floors.
2. Staircase landing and passages on all floors
3. Lift Well.
4. Lift with all its accessories.
5. Columns foundations and plinths.
6. Common passage and entrance lobby on the ground floor.
7. Overhead reservoirs.
8. Water pumps and pipelines leading to the flats.
9. All sewer lines from toilets to the ground floor and all internal sewer lines, drains, and septic tanks.
10. Guards rooms, caretakers rooms, toilets meter room, and other rooms and facilities on the ground floor.
11. Boundary wall around the premises.
12. All other amenities that are for the common use of all the flats owners.

FOURTH SCHEDULE ABOVE REFERRED TO
(common expenses and deposit)

1. The costs of cleaning and lighting the main entrance passages landing staircases and another part of the said building so enjoyed or used by the purchasers in common as aforesaid and keeping the adjoining side space in good and repaired condition.
2. The costs or the salaries of the officers, clerks, bill collectors, liftmen, security guards, sweepers, caretakers, electricians, plumbers, and other service staff.
3. The costs of working and maintenance of lifts, and other light and service charges.
4. Municipal and other taxes and outgoing save those separately assessed on the flats owner or other co-flats owner.
5. Such other expenses as are deemed by the developer or the Association of Flat Owners to be necessary or incidental for the maintenance and upkeep of the said building and incidental to the ownership and holding of the land and building and the said flats and other flats and portions of the said buildings.
6. Costs of replacement of equipment or facilities such as lifts, generators, tube wells, etc.
7. The fees and disbursements paid to any caretakers/ managers/agents if appointed by the developer or association of flat owners in respect of the said building.
8. Deposits of the maintenance chargeable area-up area on account of electricity, generator, contingency funds towards maintenance, legal fees, and all other expenses for common use and benefits.
9. All costs of maintenance operating replacing white-washing painting rebuilding reconstructing decorating re-decorating lighting the common parts and also the outer walls of the building.

**FIFTH SCHEDULE ABOVE REFERRED TO:
(particulars and specifications for construction and installations)**

The quality of the structures as well as the specifications, and guidelines regarding the strength of the building, etc. as per Kolkata Municipal Corporation Rules shall be followed by the developer.

Foundation & Structure	RCC Foundation, RCC superstructure.
Living /Dining Room	
Flooring	Kajaria/Nitco/RKW make double-charged Vitrified tiles in bedrooms, living/dining, and common areas.
Wall	Putty
Ceiling	Putty
Main door	Wooden frame with laminated flush door.
Hardware & Fittings	Branded locks and hardware fittings of reputed make
Windows	Aluminium window without Grill.
Electrical	Modular Switches of Havells/Great White/North-west or equivalent made with Copper Wiring
Provision for Air Condition	Provision for Split air-conditioner electrical point in living/dining room
Bedroom	
Flooring	Kajaria/Nitco/RKW make Double charged Vitrified tiles in bedrooms, living/dining and common areas.
Wall	Putty
Ceiling	Putty
Doors	Wooden Frame with Commercial Flush Door.
Hardware & Fittings	Branded locks and hardware fittings of reputed make
Windows	Aluminium powder coated Windows with glass panes (without MS grills)
Electrical	Modular Switches of Havells/Great White/North-west or equivalent make with Copper Wiring
Provision for Air Condition	Provision for Split air-conditioner electrical point
Balcony	

Flooring	Matt finish Vitrified Tiles
Wall	Acrylic Emulsion Paint
Ceiling	Acrylic Emulsion Paint
Door	Aluminium powder coated Doors with glass panes or Flush Door
Kitchen	
Flooring	Kajaria/Nitco/RKW make Double charged Vitrified tiles in bedrooms, living/dining and common areas.
Ceiling	Putty
Door	Wooden Frame with Commercial Flush Door.
Hardware & Fittings	Branded locks and hardware fittings of reputed make
Window	Aluminium powder coated Windows with glass panes and provision for exhaust fan
Counter	Granite Slab
Plumbing	Stainless Steel Sink
Electrical	Modular Switches of Havells/Great White/North-west or equivalent make with Copper Wiring
Toilets	
Flooring	Anti-skid Ceramic Tiles
Wall	Ceramic Tiles up to lintel height
Ceiling	Putty
Door	Wooden Frame with Commercial Flush Door.
Hardware & Fittings	Branded locks and hardware fittings of reputed make
Window	Aluminium powder coated Windows with glass panes and provision for an exhaust fan.
Sanitaryware	Jhonson Bath ware, American Standard, Grohe, Parryware, Hindware/Kohler/Cera or Equivalent make
CP Fittings	Jaquar/Hindware/Kohler or Equivalent make
Typical Floor Lobby	
Flooring	Kajaria/Nitco/RKW make Double charged Vitrified tiles in bedrooms, living/dining, and common areas.

Wall	Combination of Tiles & Paint
Ceiling	Putty
Lifts	Lift of OTIS/KONE
Security	Security surveillance facility with CCTV on ground floor common areas

**SIXTH SCHEDULE ABOVE REFERRED TO
(Additional Payments and/or deposits)**

PART-I TOTAL PRICE

Particulars Amount in Rupees.

Total Price of the Apartments including the Facility of Car Parking is **Rs.....**(.....which includes applicable GST) and **Rs.....**(.....Excluding GST).

PART-II

A. DEPOSIT:

1. Sinking fund @ Rs.20,000/- per sq. ft.
2. Applicable proportionate expenses for power backup system (D.G. Set) if any.
3. Applicable Non-refundable Deposit for obtaining electric connection in the said flats from the CESC.
4. Applicable Non-refundable Deposit for obtaining a common electric connection in the Building from the CESC.

**SEVENTH SCHEDULE ABOVE REFERRED TO
(STIPULATIONS)**

1. **Right of Common Passage on Common Portions:** The right of common passage, user and movement in all Common Portions.
2. **Right of Passage of Utilities:** The right of passage of utilities including connection for telephones, televisions, pipes, cables etc. through each and every part of the Said Building/Said Premises including the other Flats/spaces and the Common Portions.
3. **Right of Support and Protection:** Right of support, shelter and protection of each portion of the said Building/Said Premises by others and/or others thereof.
4. **Right over Common Portions:** The absolute, unfettered and unencumbered right over the Common Portions of the building **subject to** the terms and conditions herein contained.
5. **Right of Entry :** The right, with or without workmen and necessary materials, to enter upon the Said Building, including the Said Flats And Appurtenances or any other Flats for the purpose of repairing any of the Common Portions or any appurtenances to any Flats and/or anything comprised in any Flats, in so far as the same cannot be carried out without such entry

and in all such cases, excepting emergency, upon giving 48 (forty-eight) hours prior notice in writing to the persons affected thereby.

**EIGHTH SCHEDULE ABOVE REFERRED TO
(Break up of Consideration)**

SL. No.	Particulars	Amount in percentage with GST
1.	Booking	10%
2.	After Registration of Agreement for Sale.	10%
3.	Casting 1 st Slab.	10%
4.	Casting 2 nd Slab.	10%
5.	Casting 3 rd Slab.	10%
6.	Casting 4 th Slab.	10%
7.	Casting 5 th Slab.	10%
8.	Commencement of Brickwork of particular floor.	10%
9.	Commencement of inside plaster of particular floor.	10%
10.	Commencement of flooring of a particular floor	5%
11.	On Possession	5%

**NINTH SCHEDULE ABOVE REFERRED TO
(DEFINITION)**

PREMISES- shall mean ALL THAT piece and parcel of Danga Land measuring about **22 (Twenty-Two) Cottahs 6 (Six) Chittacks** (i.e., 1497.32 Sq. Mt.) more or less laying and situated at RS as well as LR Dag No.2648, appertaining to R.S. Khatian No.192, K.B. Khatian No.149, L.R. Khatian No.4313, of Mouza Atla, Post Office and Police Station Rampurhat, Pin-731 233, within the jurisdiction of Tarapith Rampurhat Development Authority, Kharun Gram Panchayat and Additional District Suib-Registrar at Rampurhat, District -Birbhum, West Bengal, which is butted and bounded as follows:

1. **MAP OR PLAN** - shall mean the plans, designs, drawings and specifications of the building which have been sanctioned by the Tarapith Rampurhat Development Authority Kharun Gram Panchayat **Order No. 440 dated 22nd March 2024** Such alternations or modifications as may be made by the Developer.

2. **SPECIFICATIONS-** shall mean the specifications of the nature of constructions and materials to be used in the construction of the building and/or flats and/or constructed and/or open portions on the said premises.

3. **COMMON PARTS, PORTIONS, AREAS AND INSTALLATION-** shall mean and include the entrances, Lobbies, staircases, lifts, lift-shafts, stair-lobbies, drive-ways, pump rooms, water tank, common roof and other facilities and amenities whatsoever, passages, construction and installation comprised in and required for maintenance and enjoyment of the building and/or spaces at the said premises more fully and particularly mentioned in the **FIFTH SCHEDULE** and expressly or intended by the Developer for common use and enjoyment of the Purchasers of different portions of the said buildings of the said premises

and such other open and covered spaces which the developer may use or permit to be used for other purposes and the developer shall have the absolute right to deal with the same to which the purchasers hereby confirms and consents.

4. **COMMON EXPENSES-** shall mean and include all expenses and charges to be incurred by the co-owners including deposits for maintenance, management and up-keep of the new buildings and common areas and installation intended for rendering common services as are mentioned in the **FOURTH SCHEDULE** hereunder written.

5. **MAINTAINANCE CHARGEABLE AREA-**The maintenance chargeable area has been calculated by including in measurement the thickness of the outer walls, balcony and proportionate share of the common areas including utility areas.

6. **CO-OWNERS** - shall according to its context mean all persons who have agreed to purchase or acquire their own flats/units/constructed spaces in the new buildings.

7. **BUILDING-** shall mean the new building or buildings constructed on the said premises.

8. **UNDIVIDED SHARE-** shall mean all that undivided variable impartible proportionate share in the land comprised in the said premises attributable to and allocable to the said Flats.

9. **SHARE OF EXPENSES** - wherever any expenses or costs are mentioned to be borne or paid proportionately by the purchasers then the amount payable by the purchasers shall unless otherwise specified be in proportion to the areas of the respective purchasers' respective flats which will also include the proportionate area of the total common areas for the time being constructed and completed in the building.

10. **ASSOCIATION** - shall mean the Association/Committee or Society that may be formed and registered by the Occupiers of Flats/Units for common purposes.

11. **FORCE MAJEURE** - shall mean and include war, civil commotion, riots, floods, restriction by state, court orders, nonavailability of materials, legal interference or any other cause or reason beyond the scope, authority and/or control by the Developer.

12. **POSSESSION** - shall mean and include the expiration of the period of notice by the Developer to the Purchasers calling upon them to take possession of the flats notwithstanding such possession being taken by the Purchasers.

TENTH SCHEDULE ABOVE REFERRED TO
(Defect for which the Developer will not be liable)

The developer/ Owners will not be liable to rectify any defect in the said Flats or the said building in the following instances:

- a) If the Purchasers makes any changes, modifications, and/or alteration and/or misuse /mishandling in the internal plumbing pipes and/or any fittings and/or fixtures, or the wall and/or the floor tiles of the said Flats, then any defect in waterproofing, cracks, in the plumbing pipes, and/or fittings and/or fixtures in the said Flats, the development of which can be directly or indirectly attributable to the changes so made including but not limited to any damage done during the interior work.
- b) If Purchasers makes any changes, modifications and/or alterations and/or misuse /mishandling in the electrical lines of the said Flats any defect in the electrical lines of the said Flats that can, directly or indirectly, be attributable to the changes, modifications and/or alterations so made including but not limited to the damage to concealed electrical wiring during interior work.
- c) If the Purchasers makes any changes, modifications and/or alterations and/or misuse /mishandling to any of the doors, their fittings and/or other related items in the said Flats then, any defect of such door, including its lock or locking system or alignments or any other related defects, that can be attributable directly or indirectly to the changes, modifications and/or alterations so made.
- d) If Purchasers makes any changes, modifications and/or alterations and/or misuse /mishandling to any of the windows, their fittings and/or other related items of the said Flats then, any defect of such window, its lock or alignment, or seepage from such a window or any other related defects which can be attributable directly or indirectly due to such changes, modifications and/or alterations.
- e) If Purchasers makes any alterations and/or changes in the said Flats during the execution of the interior decoration or fit-outs then defects like dampness, hairline cracks, breakage in the floor tiles or other defects that can be attributable to the consequence of such alterations and or changes and/or misuse /mishandlings.
- f) If there are scratches or damages to the floor or wall tilts of the said Flats due to normal wear and tear or direct or indirect impact on the floor or wall tiles, wall plaster.
- g) If waste pipes or waste lines of the said Flats from the basins or floor traps get choked due to accumulation of garbage or dust or otherwise due to improper usage or maintenance.
- h) The damage of any nature in the said Flats due to the installation of air-conditioners, whether indoor or outdoor units, directly or indirectly.
- i) The damages in pipelines or electrical lines of the said Flats during installation of any furniture or fixtures or any electrical installations or any other household equipments due to improper drilling or otherwise, directly or indirectly.
- j) The damages due to non-maintenance of such things or items or fixtures of the said

Flats which require regular maintenance and which get damaged due to such no maintenance.

k) The normal cracks developing on the joints of brick walls and/or RCC beams and/or columns of the said Flats and/or said building and/or said project due to different coefficients of expansion and contraction of materials.

l) If the defects in the materials, fittings, equipment, and/or fixtures provided are in the said Flats and/or the said block or buildings and/or the said project owing to any manufacturing defect or for not proper maintenance thereof or changed by the Purchasers in the manner in which the same are required to be maintained or changed, as the case may be or any defects in these materials.

m) All materials, fittings, fixtures and/or equipments, etc. are provided in the said Flats and/or block/s and/or project comes under warranty of the manufacturer, the developer are not liable for that.

n) Fittings related to plumbing, sanitary, electrical, hardware etc. have natural wear and tear.

o) The terms of work like painting etc. which are subject to wear and tear.

p) When there is a specific fault on the part of the purchasers or in maintaining the building. The Purchasers and/or the association of the Purchasers will maintain that said flats and/or the said building or premises on a proper way so that the same could not be damaged due to any act and action of any individual Purchasers and/or in common.

q) Notwithstanding anything therein contained it is hereby expressly agreed and understood that in case the Purchaser, without first notifying the developer and without giving the developer the reasonable opportunity to inspect, assess and determine the nature of the purported defect in the said Flats alters the state and condition of the area of the purported defect, then the developer shall be relieved of its obligations contained in clause 12 hereinabove.

r) It is clarified that the above said responsibility of the developer shall not cover defects, damage, or malfunction resulting from (i) misuse, (ii) unauthorized modifications or repairs done by the Purchasers and/or its nominee/agent, (iii) cases of force Majeure (iv) failure to maintain the amenities/equipments, (v) accident and (vi) negligent use. Warranty for all consumables or equipment used such as generators, lifts, fittings and fixtures, will be as provided by the respective manufacturers on their standard terms. It is agreed and recorded that the Purchasers of the said Flats should also pay maintenance charges for maintenance of the said premises/project and its facilities and amenities during the period of first five years and thereafter. In case of non-payment of maintenance charges by the Purchasers and there being discontinuation of proper maintenance in that event the developer should not be held as liable as default on its part under this clause.

ELEVENTH SCHEDULE

ADDITIONAL COVENANTS

The parties have agreed that notwithstanding anything to the contrary contained in this Agreement hereinbefore, the Agreement shall be subject to the following other terms conditions, and covenants on the part of the Owners, Developer, and Purchasers to be respectively paid observed, and performed, as the case may be (it is clarified that in the event of any inconsistency or contradictions in the clauses abovementioned and those contained hereinafter, the provisions of the clauses contained in this clause 34 hereinafter contained shall prevail). The additional terms and conditions as per the contractual understanding between the Parties are recorded hereunder. However, it is expressly clarified that such additional terms and conditions are not in derogation of or inconsistent with the terms and conditions set out above or the Act and the Rules and Regulations made thereunder.

34.1. The Purchasers before execution of the Deed of Sale, intend to nominate their provisionally allotted apartment unto and in favor of any other person or persons in their place, and stead, the Purchasers may do so with the permission of the Developer subject to payment of administrative charges to the Developer @ 2% (two percent) of the total transfer price or purchase price of residential flats and parking's whichever is higher.

34.2. The Purchasers agree and understand that all the standard fitting, interiors, furniture, kitchenette, and fixtures dimensions provided in the show/model residential Apartment exhibited at the site only provide a representative idea and the actual Apartment agreed to be constructed will be as per specifications mentioned in this agreement and the same may not include the fittings and fixtures of the model Apartment and even if such fittings and fixtures are provided they may vary as to make, color, shade, shape, and appearance from the ones provided in the model Apartment and the Purchasers shall not be entitled to raise any claim for such variation.

34.3. Notwithstanding anything contained herein, by the execution of this Agreement the Purchasers have provided and hereby and hereunder confirm(s) their consent to the Developer to/for the creation of any mortgage, security, charge or other encumbrances over and in respect of the Said Land/or the Building and/or any part or portion thereof in favor of any bank and/or financial institution providing loan and/or financial assistance to the Developer for development of the Project provided that no such mortgage, security, charge or other encumbrances shall in any manner affect the right, title and interest of the Purchasers. For the avoidance of any doubt, it is clarified that this Agreement by itself shall be treated as the written consent of the Purchasers for the creation of charge/ mortgage over any part or portion of the Said Land and/or Project land and/or the Building, and no separate consent of the Purchasers shall be required for the said purpose.

34.4. The Developer undertakes to cause the said bank(s)/financial institution(s) to (a) issue, if necessary, a no-objection letter in favour of the Purchasers to enable the Purchasers to take a home loan from any bank or financial institution for financing the purchase of the Apartment; and (b) upon receipt by the Developer from the Purchasers (to the complete satisfaction of the Developer), of the full payment and/or deposit, as the case may be, of all sums, amounts, etc. payable/to be deposited by the Purchasers in terms of this Agreement, before execution of the Conveyance Deed in favour of the Purchasers, subject to the terms of this Agreement, the

Developer shall cause the mortgage, security, charge or other encumbrances, if any created by the Developer over and in respect of the Apartment, to be discharged and/or released.

34.5. In the event of the Purchasers obtaining any financial assistance and/or housing loan from any bank/ financial institution the Developer shall act in accordance with the instructions of the bank/financial institution in terms of the agreement between the Purchasers and the Bank/ financial institution, subject however the Developer being assured of all amounts being receivable for sale and transfer of the Apartment and in no event the Developer shall assume any liability and/or responsibility for any loan and/or financial assistance which may be obtained by the Purchasers from such bank/ Financial Institution.

34.6. In the event of any change in the specifications necessitated on account of any Force Majeure events or to improve or protect the quality of construction, the Developer, on the recommendations of the Architect, shall be entitled to effect such changes in the materials and specifications provided the Developer shall ensure that the cost and quality of the substituted materials or specifications is equivalent or higher than the quality and cost of materials of specifications mentioned in the Schedule.

34.7. The purchasers shall apply for obtaining individual electric meter connections in their personal names from their own expenses. The Purchasers shall be liable to make payment of common Electricity Consumption charges as per the bills to be raised by the authority based on electricity consumption recorded in the common Electricity Meter.

34.8. The Purchasers are aware and agree and/or consent to the following:

- A. That the building is being developed by the developer in its absolute discretion from time to time and the Purchaser(s) further acknowledges and confirms that the Developer may, at any time, revise/modify the layout master plan of the building, which shall be subject to the terms of this Agreement, in such manner as the Developer may deem fit, in its sole discretion.
- B. That for a regulated and disciplined use of the parking spaces, the Developer has reserved the right to allot parking facilities to the interested Purchasers applying for the same in an organized manner.
- C. That the permission to park private medium-sized car(s) within the space comprising the Car Parking Space, allotted if any, comprises an integral and inseparable part of the Apartment, subject to due compliance by the Purchasers of each of the stipulated terms, to the satisfaction of the Developer.
- D. That for the benefit of the Project, the Developer shall be allowed to make any additions and alterations in the sanctioned plans, layout plans, and specifications of the Project including the Common Areas without changing the layout, specification, and carpet area of the Apartment as may be necessary due to architectural and structural reason on the recommendation of the Architect. The Purchasers unconditionally accept and consent to the same and shall not raise any objection whatsoever in this regard.
- E. The FAR proposed to be consumed in the Project may not be proportionate to the area of the said Land on which it is being constructed in proportion to the total area of the said Total Land taking into account the FAR to be utilized for all buildings to be

constructed thereon. The Developer in its sole discretion, may allocate such FAR for the buildings being constructed on the said Total Land as it thinks fit, and the owners and Purchaser(s) of the units in such buildings (including the Purchaser(s) herein) are agreeable to this and shall not dispute the same or claim any additional FAR or constructed area in respect of any of the structures, building or on the said Land.

- F. That Developer reserves the right to allot and/or dispose of the balance of the apartments of the said project apart from those already allotted to the Purchasers, at its sole discretion and in the manner, it deems fit and proper.
- G. That the after launch of the instant Project and as per the requirement of the Applicant the Developer has modified the plan of the Project to suit the requirement of Applicant in the said project.

34.9. The Possession Date has been accepted by the Purchasers. However, if the said Apartment is made ready before the Completion Date, the Purchasers undertake and covenant (s) not to make or raise any objection to the consequent preponement of their payment obligations, having agreed and understood that the payment obligations of the Purchasers are linked inter alia to the progress of construction, and the same is not a time linked plan.

34.10. The Developer has informed and the Purchasers are aware that upon obtaining a completion certificate from the appropriate Authority the Developer shall hand over possession of the respective Units to the Purchasers. During such a period of handover, some of the amenities and facilities of the building may not be ready for occupation, but the same will not in any way hinder the peaceful habitation of the Purchaser(s) in the said project. However, the Developer shall be responsible for completing such amenities and making them ready for occupation positively, before handing over the project to the Association of the Purchasers.

34.11. The Purchasers agree, declare, and confirm that the right, title, and interest of the Purchasers are and shall be confined only to the Apartment together with the limited right to use the Common Areas of the Project, and Shared Common Areas and Shared Common Infrastructure in common with the other Purchasers, owners, occupiers and other Persons as stipulated elsewhere in this Agreement and the Purchasers shall have no claim and/or right, title and interest in respect of any of the other parts and portions of the building. The Developer shall at all times be entitled to deal with and dispose of all other apartments, units, parking spaces/facilities, constructed unsold/un-allotted apartments, car parking spaces which are not earmarked for the common use, and any other constructed spaces/portions of the Project in favor of third parties at such consideration and its sole discretion, which the Purchasers hereby accepts and to which the Purchaser, under no circumstances, shall be entitled to raise any objection.

34.12. In the event of cancellation of allotment the balance amount of money paid by the Purchasers (other than booking money, Taxes paid by the Purchasers, and/or stamp duty and registration charges incurred by the Purchaser) shall be returned by the Developer to the Purchasers without interest, out of the amounts received by the Developer against sale of the Designated Apartment to any other interested person. Further, in case of a falling market, the amount repayable will be reduced by the extent of the difference in amount receivable on a fresh sale of the Apartment to another buyer and the Purchase Price of the Purchasers if the

current Sale Price is less than the Purchase Price. The Purchasers shall before receipt of refund on the above account from the Developer, at its costs and expenses, execute all necessary cancellation-related documents required by the Developer.

34.13. If due to any act, default or omission on the part of the Purchasers, the Developer is restrained from construction of the Project and/or transferring and disposing of the other Apartments in the Project then and in that event without prejudice to the Developer's such other rights the Purchasers shall be liable to compensate and also indemnify the Developer for all loss, damage, costs, claims, demands, actions and proceedings that may be suffered or incurred by the Developer.

34.14. The Developer will not entertain any request for modification in the internal layouts of the Apartment. In case the Purchasers desires (with prior written permission of the Builder) to install some different fittings /floorings on their own within the Apartment booked, they will not be entitled to any reimbursement or deduction in the value of the Apartment. For this purpose, in only those cases where the Purchasers have made full payment according to the terms of payment, at its sole discretion, the Builder may subject to receipt of full payment allow any Purchasers access to the Apartment before the Possession Date for interior decoration and/or furnishing works at the sole cost, risk and responsibility of such Purchasers provided that such access will be availed by such instructions of the Developer in writing and that the right of such access may be withdrawn by the Developer at any time without assigning any reasons.

34.15. The Purchasers know that some reduction in carpet area may happen due to plastering but the same may be limited to 1% of floor area and the Purchasers shall not raise any claim against the Developer within this limit.

34.16. The Allotment is personal and the Purchasers shall not be entitled to transfer, let out, or alienate the Apartment without the consent in writing of the Developer PROVIDED HOWEVER after the full payment of the entire price and other amounts and registered conveyance of the Purchasers shall be entitled to let out, grant, lease, and mortgage and/or deal with the Apartment for which no further consent of the Developer shall be required.

34.17. The Purchasers shall be liable to pay all Tax, impositions, etc. in respect of the 'Apartment' from the date of issuance of Completion Certificate by the competent authority.

34.18. The cost of maintenance of the Apartment and Car Parking space will be paid/borne by the Purchasers from the date of receiving possession of the flat from the developer. The Purchasers shall additionally pay @ Rs.20,000/- towards the Sinking/Corpus Fund. Establishment and all other capital and operational expenses of the Association. It is further agreed that the purchasers will pay a nonrefundable sum as applicable to the developer apart from the consideration and sinking deposit for the purpose of obtaining electric connection in the said flats from the CESC and also for obtaining common electric connection in the Building from the CESC.

34.19. The Project as a whole has been conceived, designed, and constructed based on the commitments and warranties given by the Vendors/Manufacturers that all equipment, fixtures, and fittings shall be maintained and covered by maintenance/warranty contracts so as it be sustainable and in proper working condition to continue warranty in both the Apartments and the Common project amenities wherever applicable. The Purchasers have been made aware

and the Purchasers expressly agrees that the regular wear and tear of the Apartment /Building excludes minor hairline cracks on the external and internal walls excluding the RCC structure which happen due to variations in temperature of more than 200 centigrade and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect. It is expressly agreed that before any liability of defect is claimed by or on behalf of Purchasers it shall be necessary to appoint an expert who shall be a nominated surveyor who shall be a nominated surveyor to be nominated by the Architect of the said project, who shall survey and assess the same and then submit a report to state the defects in material used in the structure of the Apartment and the workmanship executed.

34.20. That Purchasers shall not have and/or claim any right of whatsoever nature over the ultimate roof of the Lift Machine Room/Overhead Tank/Stair Head Room of the newly constructed buildings in the said project and the Developer shall have exclusive right over the same to install Hoardings/Neon Sign, Bill Boards/Advertisements, etc. on the same or the facade or terrace of the building or a portion of the boundary wall and shall be entitled to all the revenue out of the same, however, Developer shall only be liable for the payment of all the necessary electricity, any or all statutory charges, taxes, levies, and outgoings, as may be imposed by the authority/ authorities for the same.

34.21. That on and from the date of possession of the said Apartment, the Purchasers shall:

- A. Co-operate in the management and maintenance of the said project.
- B. Observe, comply, and abide by the rules framed from time to time by the Developer and subsequently by the Association, after the same is formed, for the beneficial common use and enjoyment of the common areas, amenities, and facilities provided in the said project.
- C. Pay and bear the proportionate share of the expenses to be incurred in common to the Developer, until the formation of the Association including the GST.
- D. The Purchasers shall regularly and punctually make payment of the Maintenance Charges without any abatement and/or deduction on any account whatsoever or howsoever and in the event of any default the Purchasers shall not be entitled to avail of any of the facilities, amenities, and utilities provided in the "Said Project" and the association as the case may be, shall be entitled to take the following measures and the Purchasers hereby consents to the same:
 - i) not to allow the usage of lifts, either by Purchasers, their family members, domestic help, or visitors.
 - ii) to discontinue the usage of all amenities and facilities provided in the said project to the Purchasers and their family members/guests.
 - iii) The above-said discontinuation of some services and facilities shall not be restored until such time the Purchasers have made payment of all the due together with interest accrued at the aforesaid rate, including all costs charges, and expenses incurred till then by the Developer to realize the due amount from the Purchaser.

- E. Use the allocated car parking space or permit the same not to be used for any other purpose whatsoever other than parking its car/cars. In case the Purchasers are provided a facility of parking that is inter-dependent such as Back-to-Back, stacked with any other parking facility in the whole project or any part thereof then the Purchasers shall cooperate for the ingress and egress of the car of the other Apartment owner of such facility or any other Co-owners in the Project.
- F. Pay monthly maintenance charges in respect of car parking spaces allotted, if any.
- G. To strictly follow and adhere, to the rules and regulations and/or terms and conditions in respect of facilities and amenities provided in the project, in particular.
- H. Use all paths, passages, and staircases for ingress and egress and no other purpose whatsoever, unless permitted by the Developer or the Association, upon formation, in writing.
- I. Use the Common Areas only to the extent required for ingress to and egress from the Apartment of men, materials, and utilities and without causing any obstruction or interference with the free ingress to and egress from the said Land by the Owners and the Developer and all other persons entitled thereto.
- J. Use of the Common Areas, Shared Common Areas, and the Shared Common Infrastructure with due care and caution and not hold the Owners, Confirming Parties, or the Developer liable in any manner for any accident or damage while enjoying the Common Areas, Shared Common Areas and the Shared Common Infrastructure by the Purchasers or their family members or any other person. It is clarified that the role of the Developer shall be only to provide the initial infrastructure in respect of the Common Areas, Shared Common Areas, and the Shared Common Infrastructure.
- K. Maintain at their costs, the Apartment, and the Balcony, in the same good condition state and order in which it is delivered to them and to abide by and observe and perform all the relevant laws, norms, terms, conditions, rules and regulations and restrictions of the Government, local municipal Authority, CESC, or local body with regard to the user and maintenance of the Apartment as well as the user operation and maintenance of lifts, generators, tube-well, water, electricity, drainage, sewerage and other installations and amenities at the Project.
- L. Draw electric lines/wires, television cables, broadband data cables, and telephone cables to the Flats only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Developer or the other said project Co-Owners. The main electric meter shall be installed only at the common meter space in the said project. The Purchasers shall under no circumstances be entitled to affix, draw, or string wires, cables, or pipes from, to, or through any part or portion and outside walls of the building.
- M. Apply for and obtain at their cost a separate assessment and mutation of the Apartment in the records of appropriate authority within 06 (Six) months from the date of possession.

N. Keep the Apartment and party walls, sewers, drainage, water, electricity, pipes, cables, wires, and other connections fittings and installations, entrance and main entrance serving any other Apartment in the Project in good and substantial repair and condition to support shelter and protect the other units/parts of the Buildings at the Project and not to do or cause to be done anything in or around the Apartment which may cause or tend to cause or tantamount to cause or affect any damage to any flooring or ceiling of any other portion over below or adjacent to the Apartment.

O. Keep the Common Areas, open spaces, parking areas, staircase, lobby, landings, etc. in the said Land free from obstructions and encroachments and in a clean and orderly manner and not deposit, store or throw or permit to be deposited, stored or thrown any goods articles or things or any rubbish or refuse or waste therein or in the Common Areas and the said Land.

P. Ensure that all interior work of furniture, fixtures, and refurbishing of the said Apartment, or any repairs or renewals thereto, is carried out during daylight hours only, without creating noise beyond tolerable limits, so as not to cause discomfort or inconvenience to other Co-Purchasers.

34.22. That on and from the date of possession of the said Apartment, the Purchasers shall not:

A. Throw or accumulate or cause to be thrown or accumulated any dust, rubbish, or other refuse in the common area save at the provisions made thereof.

B. Do or permit anything to be done that is likely to cause nuisance or annoyance to the occupants of the other apartments in the New Building and/or the adjoining building/s.

C. Place or cause to be placed any article or object in the common area.

D. Injure, harm, or damage the Common Area or any other Apartments in the New Building by making any alterations or withdrawing any support or otherwise.

E. Park any vehicle, in the said project, unless the facility to park the same is obtained and/or acquired by Purchaser.

F. Make any addition, or alteration in the structure of the building, internally within the Apartment or externally within the project, and shall not change the location and/or design of the window and balcony grills (provided by the Developer) and also shall not change the color of the balcony/verandah, which is part of the outside color scheme of the building/elevation, duly approved and finalized by the architect of the project.

G. Slaughter or permit to be slaughtered any animal and/or bird nor do any act deed or thing which may hurt or injure the sentiments of any of the other Apartment Owners and/or occupiers of the said project.

H. Keep in the said Apartment any article or thing which is or might become dangerous, offensive, combustible, inflammable radioactive, or explosive of which

might increase the risk of fire or explosion or in any way injure by percolation, corrosion or otherwise cause damage to the said Apartment and/or any other Apartment in the said project.

I. Close or permit the closing of Verandahs or balconies or lobbies and common parts and also not to alter or permit any alteration in the elevation and outside color Scheme of the exposed walls of the Verandhs, lounges, or any external walls or the fences of external doors and windows including grills of the 'Said Apartment' which in the opinion of the Developer/association differs from the color scheme of the building or deviation or which in the opinion of the Developer/Association may affect the elevation in respect of the exterior walls of the said building.

J. Use the said Apartment or permit the same to be used for any purpose whatsoever other than residential purpose and shall not use for the purpose which may or is likely to cause nuisance or annoyance to occupiers of the other portions of the said building or the Owners and occupiers of the neighboring premises or for any illegal or immoral purpose whatsoever and similarly shall not keep in the parking place, if allotted, anything other than private motor cars or motorcycles and shall not raise or put any kutchra or pucca construction grilled wall/enclosures thereon or part thereof and shall keep it always open as before, dwelling or staying of any person or blocking by putting any articles shall not be allowed in the car parking space.

K. Install or keep or operate any generator in the Flats or the balcony/verandah if attached thereto corridor, lobby, or passage of the floor in which the Flats are situated or in any other common areas of the Buildings at the Project or the said Land save the battery-operated inverter inside the Apartment.

L. Hang or put any clothes in or upon the windows balconies and other portions that may be exposed in a manner or be visible to outsiders.

M. Sub-divide the Apartment and Car Parking Space under any circumstances.

N. Use or permit to be used the Apartment or the Common Areas or the Car Parking Space, if any, in such manner or commit any such act, which may in any manner cause nuisance or annoyance to other occupants of the Project and/or the neighboring properties and not to make or permit to be made any disturbance or to do or permit anything to be done that will interfere with the rights, comforts or convenience of other occupants of the said project.

O. Carry on or cause to be carried on any obnoxious or injurious activity in or through the Apartment, the Car Parking Space, if any, and the Common Areas.

P. Keep any heavy articles or things that are likely to damage the floors or install or operate any machine or equipment save the usual home appliances.

Q. Alter the outer elevation or façade or color scheme of the Buildings at the Project (including grills, verandahs, lounges, external doors and windows, etc.,) or any part thereof in any manner whatsoever including by putting or installing any window or split model air-conditioned unit(s) at any place otherwise than at the place and in the manner as specified by the Developer as aforesaid.

R. Install grills the design of which has not been suggested or approved by the Developer or the Architects.

S. Fix or install any antenna on the roof or any part thereof nor shall fix any window antenna.

T. The Purchasers shall use only the space for Car Parking Space identified for them for parking;

U. The Purchasers shall use the Car Parking Space, only to park their medium-sized motor car that could comfortably fit in the allotted Parking Space.

V. Use the allocated car parking space or permit the same to be used for any other purpose whatsoever other than parking its car/cars.

W. Encumber the said Apartment in any manner, except for raising the housing loan from any reputed financial institute or bank, for payment of the consideration price under this agreement, before registration of the conveyance deed for the said Apartment in favour of the Purchaser.

X. Store or cause to be stored and not to place or cause to be placed any goods, articles, or things in the Common Areas.

Y. Throw or accumulate or cause to be thrown or accumulated any dust, rubbish, or other refuse in the Common Areas save at the places indicated therefore.

Z. Commit or permit to be committed any alteration or changes in, or draw from outside the Buildings at the Project, the pipes, conduits, cables, wiring, and other fixtures and fittings serving the Apartment and any other Apartment in or portion of the Project.

AA. Make any construction or addition or alteration or enclose any Common Areas, Shared Common Areas, and the Shared Common Infrastructure nor display any signboard, neon sign or signage therefrom or from any part thereof nor keep or put any soil or dirt or filth thereat nor permit the accumulation of water or breeding of germs or mosquito or anything which can cause health disorder and to maintain best standard of health and hygiene nor violate or omit to install and maintain any fire-safety measures.

BB. Claim any access or user of any other portion of the Project except the Said Building and the Common Areas, Shared Common Areas, and the Shared Common Infrastructure mentioned therein and that too subject to the terms and conditions and rules and regulations applicable thereto.

CC. Birds or animals shall be kept or harbored in the common areas of the Project. In no event shall dogs and other pets be permitted on elevators or in any of the common portions of the Project unless accompanied.

DD. The Developer has clarified and the Purchasers have agreed that after booking of an Apartment, the Purchasers shall be liable to make payment as per the Demand

to be raised by the Developer in terms of this Agreement.

MEMO OF CONSIDERATION

RECEIVED this day from the Purchasers a sum of **Rs...../-**
(..... Only) as earnest and/or part payment
against the total Consideration, in the manner specified hereunder:

Sl No.	Cheque/Bank Transfer	BANK	In favour of	Amount
Total:				Rs...../-

WITNESS

SIGNATURE OF THE DEVELOPER/OWNERS

IN WITNESS WHEREOF THE PARTIES HEREIN PUT THEIR RESPECTIVE SIGNATURES ON THE DAY, MONTH, AND YEAR FIRST ABOVE WRITTEN.

**SIGNATURE OF THE LAND OWNERS
THROUGH THEIR CONSTITUTE
ATTORNEY**

SIGNED, SEALED & DELIVERED
by within named **LAND OWNERS,**
DEVELOPER, and **PURCHASERS** in
the presence of **WITNESSES** at
Kolkata.

SIGNATURE OF THE DEVELOPER

SIGNATURE OF THE PURCHASERS

**DRAFTED BY ME AS PER
INSTRUCTION AND DOCUMENTS
PROVIDED BY THE CLIENT**

Rajib Ghosh

Advocate

Rco Legal Advocate & Solicitors

High Court Calcutta, 6, Old Post Office
Street, Basement Room No.1, Kolkata-
700001. F/2190/2005/2019

