

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE ("AGREEMENT") executed on the _____ day of _____, 2024,

By and Between

(1) **ENAMUL HAQUE** (PAN NO. AAMPH5366E) (AADHAAR NO. 7401 1673 7635) son of Late Shamsuddoha Enayet Haque Alias S. Enayet Haque, by Occupation- Retired Person, (2) **MEHERUNNESSA BIBI** (PAN NO. AGUPB6578N) (AADHAAR NO. 4669 2701 8697), daughter of Late Shamuddoha Enayet Haque, by Occupation- Service, (3) **MUSTARUNNESSA BIBI** (PAN NO. DPSPB2336N) (AADHAAR NO. 7675 2149 2038), daughter of Late Enayet Haque and wife of Late Mohi-ud-din Ahmed, by Occupation- Housemaker,

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(4) **EMADUL HAQUE** (PAN NO. ACKPH4171P) (AADHAAR NO. 8111 3506 8744), son of Late Sekh Enayet Haque Alias Sk. Enayet Haque, by Occupation- Retired Person, (5) **MUFIDUN NESSA BIBI** (PAN NO. CCLPB9677D) (AADHAAR NO. 9410 9562 1075) daughter of Late Samsuddoha Enayet Haque Alias S. Enayet Haque and wife of Md. Hafiz-ud-din, by Occupation- Housewife, (6) **EBADUL HAQUE** (PAN NO. AHBPH2316J) (AADHAAR NO. 2957 0133 7446), son of Late Shamsuddoha Enayet Haque, by Occupation- Retired Person and all by Faith – Islam, Nationality - Indian, all are residing at 30A, Judges Court Road, Post Office – Alipore, Police Station– Alipore, Kolkata- 700027, District - South 24 Parganas, (7) **NAYEEMA BEGUM** (PAN NO. EPIPB5026Q) (AADHAAR NO. 2127 2749 0640), daughter of Late Enayat Haque and wife of Sk. Abdul Rafique, by Occupation- Housewife, by Faith – Islam, by Nationality - Indian and residing at 7D, Tiljala Place, Post Office – Circus Avenue, Police Station – Karaya, Kolkata – 700017, District - South 24 Parganas and (8) **MUNIRUNNESSA BIBI ALIAS MUIRUN NESSA BIBI** (PAN NO. BVVPB4340M) (AADHAAR NO. 9994 2273 9049), daughter of Late Enayet Haque Alias Shamsuddoha Enayet Haque and wife of Late Akram Hossain, by Occupation- Housemaker, by Faith - Islam, Nationality - Indian, residing at 3/H/1, Jhawtala Lane, Post Office – Circus Avenue, Police Station - Karaya, Kolkata – 700017, District - South 24 Parganas, hereinafter referred to as the **“OWNERS/LANDOWNERS”** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, executors, administrators, successors, legal representatives and assigns) of the **FIRST PART**.

The owners herein are represented by their **Constituted Attorney** namely **“LLL REAL ESTATES LLP”** (PAN No. AAKFL2715M), a company incorporated pursuant to section 12(1) of the Limited Liability Partnership Act 2008, having its registered office at 289D, Darga Road, Circus Avenue, Park Circus, Kolkata – 700017, West Bengal, represented by its partners namely (1) **FAIZ AHMED KHAN** (PAN No. AIYPA1310P) (AADHAAR No. 7139 2435 8772), son of Javed Ahmed Khan, by Occupation- Business, by Religion – Islam, by Nationality- Indian, residing at Premises No. 2, Golam Jilani Khan Road, Post Office – Kasba & Police Station- Tiljala, Kolkata- 700039, West Bengal, (2) **WASIM AHMED** (PAN NO. AELPA5214P) (AADHAAR NO. 6941 0720 0581), son of Shaikh Mohammad Sayeed, by Occupation- Business, by Religion – Islam, by Nationality- Indian, residing at P-283, Darga Road, Circus Avenue, Kolkata- 700017, West Bengal and (3) **FARHAN AHMED** (PAN NO. ALBPA3359C) (AADHAAR NO. 9559 0919 0661), son of Amir Ahmed, by Occupation- Business, by Religion – Islam, by Nationality- Indian, residing at 22/6, C. N. Roy Road, Tiljala, South 24 Parganas, Pin- 700039, West Bengal, by virtue of a registered Development Power of Attorney (After Registration of Development Agreement) dated 16th day

of February 2023, which was duly registered at the office of the District Sub Registrar III, South 24 Parganas and recorded in Book No. I, Volume No. 1603-2023, Pages from 87130 to 87161, being No. 160302341 for the year 2023.

AND

"LLL REAL ESTATES LLP" (PAN No. AAKFL2715M), a company incorporated pursuant to section 12(1) of the Limited Liability Partnership Act 2008, having its registered office at 289D, Darga Road, Circus Avenue, Park Circus, Kolkata - 700017, West Bengal, represented by its partners namely **(1) FAIZ AHMED KHAN (PAN No. AIYPA1310P) (AADHAAR No. 7139 2435 8772)**, son of Javed Ahmed Khan, by Occupation- Business, by Religion - Islam, by Nationality- Indian, residing at Premises No. 2, Golam Jilani Khan Road, Post Office - Kasba & Police Station- Tiljala, Kolkata- 700039, West Bengal, **(2) WASIM AHMED (PAN NO. AELPA5214P) (AADHAAR NO. 6941 0720 0581)**, son of Shaikh Mohammad Sayeed, by Occupation- Business, by Religion - Islam, by Nationality- Indian, residing at P-283, Darga Road, Circus Avenue, Kolkata- 700017, West Bengal and **(3) FARHAN AHMED (PAN NO. ALBPA3359C) (AADHAAR NO. 9559 0919 0661)**, son of Amir Ahmed, by Occupation- Business, by Religion - Islam, by Nationality- Indian, residing at 22/6, C. N. Roy Road, P.O.-Tiljala, P.S.- Tiljala, South 24 Parganas, Pin- 700039, West Bengal, hereinafter called and referred to as the **"DEVELOPER"** (which term or expression shall unless otherwise excluded by or repugnant to the context or subject be deemed to mean and include its successors-in-interest and assigns) of the **SECOND PART**.

AND

(1) MR. _____ (PAN No. _____) (AADHAAR No. _____), son of _____, by Occupation- _____ and **(2) MRS. _____, (PAN No. _____) (AADHAAR No. _____)** _____, by Occupation- _____, both by Faith - Hindu, by Nationality - Indian, both are residing at _____, Post Office - _____, Police Station - _____, Kolkata - _____, West Bengal, hereinafter jointly referred and called as the "Allottees" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their heirs, executors, administrators, successors-in-interest and permitted assignees) of the **THIRD PART**.

The Developer and allottees shall hereinafter collectively by referred to as the "parties" and individually as a "Party".

WHEREAS:

- A.** The above mentioned **ALL THAT** piece and parcel of land measuring 19 cottah 8 chittack 34 sq. ft. more or less, along with several tile shade structures total admeasuring 2750 Sq. Ft. more or less standing thereupon, being the Premises No. 30A, Judges Court Road, Kolkata - 700027, together with exclusive right over the 20' feet wide passage running from main road to the aforesaid property, Ward No. 74, Police Station- Alipore, and at present within the Kolkata Municipal Corporation, District - South 24 Parganas, West Bengal (more fully and particularly mentioned, described, explained, enumerated, provided and given in the **SCHEDULE A (PART-II)** hereunder written and/or given and hereinafter referred to as the **PREMISES**).The mode and manner by which the Owners have acquired right, title and interest in the **SCHEDULE A (PART-II)** will appear from the **SCHEDULE- A (PART- I)** hereunder written and/or given.
- B.**
- i. The Owner and the Developer herein entered into a **Development Agreement** dated **16th February, 2023**, registered at the office of the District Sub Registrar III, South 24 Parganas and recorded in Book No. I, Volume No. 1603-2023, Pages from 86828 to 86874, being No. 160302324 for the year 2023, for the purpose of construction of multi-storied building on the said premises and according to other terms and conditions as contained therein.
 - ii. A registered Development Power of Attorney (After Registration of Development Agreement) dated 16th day of February 2023, which was duly registered at the office of the District Sub Registrar III, South 24 Parganas and recorded in Book No. I, Volume No. 1603-2023, Pages from 87130 to 87161, being No. 160302341 for the year 2023, was executed by the Owners herein in favour of "**LLL REAL ESTATES LLP**" (**PAN No. AAKFL2715M**), a company incorporated pursuant to section 12(1) of the Limited Liability Partnership Act 2008, having its registered office at 289D, Darga Road, Circus Avenue, Park Circus, Kolkata - 700017, West Bengal, represented by its partners namely **(1) FAIZ AHMED KHAN (PAN No. AIYPA1310P) (AADHAAR No. 7139 2435 8772)**, son of Javed Ahmed Khan, by Occupation- Business, by Religion - Islam, by Nationality- Indian, residing at Premises No. 2, Golam Jilani Khan Road, Post Office - Kasba & Police Station- Tiljala, Kolkata- 700039, West Bengal, **(2) WASIM AHMED (PAN NO. AELPA5214P) (AADHAAR NO. 6941 0720 0581)**, son of Shaikh Mohammad Sayeed, by Occupation- Business, by

Religion – Islam, by Nationality- Indian, residing at P-283, Darga Road, Circus Avenue, Kolkata- 700017, West Bengal and **(3) FARHAN AHMED (PAN NO. ALBPA3359C) (AADHAAR NO. 9559 0919 0661)**, son of Amir Ahmed, by Occupation- Business, by Religion – Islam, by Nationality- Indian, residing at 22/6, C. N. Roy Road, P.O.-Tiljala, P.S.- Tiljala, South 24 Parganas, Pin- 700039, West Bengal, the Developer herein, as per the terms and conditions contained as stated therein.

- C. The said premises is earmarked for the purpose of residential project, comprising of a multi-storied building and the said project shall be known as ‘_____’.
- D. The Developer is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Developer regarding the said land on which Project is to be constructed have been completed;
- E. Kolkata Municipal Corporation has received the commencement letter for development work of the said Project.
- F. The Developer has obtained the final layout plan approvals for the Project from the Kolkata Municipal Corporation vide **Sanction Building Plan No.** _____, dated _____;
- G. The Developer has registered the Project under the provisions of the Act with the West Bengal Real Estate Regulatory Authority at North 24 Parganas vide **WBRERA REGISTRATION NUMBER-** _____;
- H. The Allottees have applied for a apartment & parking in the Project and has been allotted **Apartment No.** _____, having carpet area of _____ (_____) square feet more or less, excluding balcony area of _____ (_____) **Sq. Ft.** more or less, equivalent to _____ (_____) **sq. ft.** more or less super built up area, on the _____ side of the _____ **Floor**, along with a Car Parking Space being no. _____, measuring an area of _____ (_____) **Sq. Ft.** more or less, on the ground floor of the building known as “_____” 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 & PARKING" more particularly described in Schedule B);

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

- J. The Allottees have independently examined and verified or caused to be examined and verified, inter alia, the following and have fully satisfied themselves about the same:
 - 1.1. The Title of the Developer in respect of the Premises along with Development Agreement as well as the Development Power of Attorney (if any);
 - 1.2. The Sanctioned Plans of the Buildings and further revised Sanctioned Plan if any;
 - 1.3. The Carpet Area of the Said Apartment;
 - 1.4. The Specifications and common Portions of the Project;
 - 1.5. The respective rights interest and entitlements of the Developer and the Allottees under this Agreement for Sale.

- K. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rule, regulations, notifications, etc., applicable to the Project;

- L. 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;

- M. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by an between the Parties, the Developer hereby agrees to sell and the Allottees hereby agree to purchase the apartment & parking as specified in paragraph H;

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

1. TERMS:

Subject to the terms and conditions as detailed in the Agreement, the Developer agrees to sell to the Allottees and the Allottees hereby agree to purchase, the apartment & parking as specified in paragraph H;

The Total Price for the apartment & parking being Apartment No. _____, on the _____ floor towards _____ Side, having carpet area of _____ (_____) square feet more or less (excluding the balcony area _____ sq. ft. more or less), (**super built up area _____ sq. ft. more or less**) along with a Car Parking Space being no. _____, measuring an area of _____ (_____) **Sq. Ft.** more or less, on the ground floor of the proposed multi-storied building namely "_____" is **Rs. _____/- (Rupees _____) only** (Give break up and description):

Apartment no. _____ "_____ Floor"	Rs. _____/- (Rupees _____) only (calculated on carpet area up area of _____ (W/o Balcony) sq. ft.).
TOTAL IN RUPEES	Rs. _____/- (Rupees _____) only.

Car Parking Space No. _____, On the Ground Floor.	Rs. _____/-
TOTAL IN RUPEES	Rs. _____/- (Rupees _____) only

Explanation:

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

Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the allottees to the Developer shall be increased/reduced based on such change / modification;
- (iii) The Developer shall periodically intimate to the Allottee, the amount payable as stated in (i) above and the Allottees shall make payment within 30 (Thirty) days from the date of such written intimation. In addition, the Developer shall provide to the Allottees the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
- (iv) The Total Price of apartment & parking includes: I) pro rata share in the Common Areas; as provided in the Agreement.

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

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

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

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

Subject to Clause 9, the Developer agrees and acknowledges, the Allottees shall have the right to the apartment & parking as mentioned below:

- (i) The allottees shall have exclusive ownership of the Apartment.
- (ii) The Allottees shall also have undivided proportionate share in the Common Areas. Since the share / interest of Allottees in the Common Areas is undivided and cannot be divided or separated, the Allottees shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottees to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is

clarified that the Developer shall convey undivided proportionate title in the common areas to the association of allottees as provided in the Act;

- (iii) That the computation of the price of the apartment & parking includes recovery of price of land, construction of not only the apartment & parking but also the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, and includes cost for providing all other facilities as provided within the Project.

It is made clear by the Developer and the Allottees agree that the project is an independent, self-contained project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the project.

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

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

The Allottees have paid a sum of **Rs. _____/- (Rupees _____)** **only** as booking amount being part payment towards the total price of the apartment & parking at the time of application the receipt of which the Developer hereby acknowledges and the Allottees hereby agree to pay the remaining price of the apartment & parking as prescribed in the Payment Plan as may be demanded by the Developer within the time and in the manner specified therein:

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

2. MODE OF PAYMENT

Subject to the terms of the Agreement and the Developer abiding by the construction milestones, the Allottees shall make all payments, on demand by the Developer, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/demand draft or online payment (as applicable) in favour of '**LLL REAL ESTATES LLP**' payable at _____ BANK, _____ BRANCH.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES

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

The Developer accepts no responsibility in this regard. The Allottees shall keep the Developer fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottees subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottees 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 Allottees and such third party shall not have any right in the application/allotment of the said apartment & parking applied for herein in way and the Developer shall be issuing the payment receipts in favour of the Allottees only.

4. ADJUSTMENT / APPROPRIATION OF PAYMENTS

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

5. TIME IS ESSENCE

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

6. CONSTRUCTION OF THE PROJECT / APARTMENT & PARKING

The Allottees has seen the specifications of the [Apartment] and accepted the Payment Plan, floor plans, layout plans, sanction plans [annexed along with the Agreement] 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, sanction

plans, floor plans and specifications. Subject to the terms in the 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 Dum Dum Municipality 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

Schedule for possession of the said [Apartment]: The Developer agrees and understands that timely delivery of possession of the apartment & parking is the essence of the Agreement. The Developer, based on the approved plans and specifications, assures to hand over possession of the apartment & parking within _____, from the date sanction of building plan, with an additional period of 6 months, unless there is delay or failure due to war, flood, drought, fire, strike, agitations, bandhs, 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 Allottees agrees that the Developer shall be entitled to the extension of time of 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 Allottees 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 Allottees the entire amount received by the Developer from the allotment within 45 days from that date without any interest and after deduction of Tax which was already paid to the government. After refund of the money paid by the Allottee, Allottees agrees that he/she 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.

Procedure for taking possession - The Developer, upon obtaining of the occupancy certificate to the competent authority shall offer in writing the possession of the unit, to the Allottees in terms of this agreement to be taken within 3 (Three) month from the

date of issue of such notice and the Developer shall give possession of the apartment & parking to the Allottee. The Developer agrees and undertakes to indemnify the Allottees in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Developer. The Allottees agree(s) to pay the maintenance charges as determined by the Developer / association of Allottees, as the case may be. The Developer on its behalf shall offer the possession to the Allottees in writing within 15 days of receiving the occupancy certificate of the Project.

Failure of allottee to take Possession of [Apartment] :Upon receiving a written intimation from the Developer as per clause 7.2, the Allottees shall take possession of the apartment & parking 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 & parking to the allottees. In case the Allottees fails to take possession within the time provided in clause 7.2, such Allottees shall continue to be liable to pay maintenance charges as applicable.

Possession by the Allottee - After obtaining the occupancy certificate and handing over physical possession of the apartment & parking to the Allottees, it shall be the responsibility of the Developer to hand over the duplicate copy of necessary documents and plans, including common areas, to the association of the Allottees or the competent authority, as the case may be, as per the local laws.

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

Provided that where the allottees proposes 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 allottees shall be returned by the Developer to the allottees within 45 days of such cancellation without any interest and after deduction of tax which was already paid to the Government.

Compensation -

The Developer shall compensate the Allottees in case of any loss caused to him/her/them 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 & parking (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 allottees, in case the Allottees 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, without any interest within 45 days in the manner as provided under the Act. Provided that where if the Allottees does not intend to withdraw from the Project.

8. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER

The Developer hereby represents and warrants to the Allottees as follows:

- (i) The 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 development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project;
[in case there are any encumbrances on the land provided details of such encumbrances including any rights, title, interest and name of party in or over such land]
- (iv) There are no litigations pending before any Court of law with respect to the said Land, Project or the Apartment;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and apartment & parking 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 to be in compliance with all applicable laws in relation to the Project, said Land, Building and apartment & parking 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 Allottees 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/Plot] which will, in any manner, affect the rights of allottees under this Agreement;
- (viii) The Developer confirms that the Developer is not restricted in any manner whatsoever from selling the said apartment & parking to the Allottees 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 & parking to the Allottees and the common areas to the Association of the Allottees;
- (x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and / or no minor has any right, title and claim over the Schedule Property;
- (xi) The 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, 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) If the Developer fails to provide ready to move in possession of the apartment & parking to the Allottees within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the apartment & parking shall be in a habitable condition which is complete in all respect;
- (ii) Discontinuance of the Developer's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

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

- (i) Stop making further payments to Developer as demanded by the Developer. If the Allottees stops making payments, the Developer shall correct the situation by completing the construction milestones and only thereafter the Allottees be required to make the next payment without any penal interest; or
- (ii) The Allottees shall have the option of terminating the Agreement in which case the Developer shall be liable to refund the entire money paid by the Allottees after deducting the tax which was already paid to the government under any head whatsoever towards the purchase of the apartment & parking within forty-five days of receiving the termination notice;
Provided that where an Allottees does not intend to withdraw from the project or terminate the Agreement he can do so.

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

- (i) In case the Allottees fails to make payments for 2 consecutive demands made by the Developer as per the Payment Plan annexed hereto, despite having been issued notice in the regard the allottees 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 Allottees under the condition listed above continues for a period beyond 2 consecutive months after notice from the Developer in this regard, the Developer shall cancel the allotment of the apartment & parking in favour of the Allottees and refund the amount money paid to him by the allottees by deducting the booking amount and the interest liabilities and tax which was already paid to the government and this Agreement shall thereupon stand terminated.

10. CONVEYANCE OF THE SAID APARTMENT & PARKING

The Developer, on receipt of complete amount of the Price of the apartment & parking under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the apartment & parking together with proportionate indivisible share in the Common Areas within 3 (three) months from the date of applying for the occupancy certificate. However, in case the Allottees 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 Allottees authorizes the Developer to withhold registration of the conveyance deed in his/her/their favour till full and final settlement of all dues and stamp duty and registration charges to the Developer is made by the Allottees. The allottees shall be solely responsible and liable for compliance of the provisions of the Indian Stamp Act, 1899 including any actions taken or deficiencies/penalties imposed by the competent authority (ies).

11. MAINTENANCE OF THE SAID BUILDING / UNIT/ PROJECT

Maintenance Deposit cost to be paid of Rs. _____/- (Rupees _____) only, from the date of possession for 12 months, deposits amount is adjustable by the Developer after hand over the project by the Developer to the Owners Association / Syndicate/ Maintenance committee after adjusting there from all dues if there would be any on account of such purposes which will bear no interest and will be adjusted to the credit of or refunded to the purchaser on the determination of agreement, if so by any reason whatsoever.

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 for sale relating to such development is brought to the notice of the Developer within a period of 5(five) years by the Allottees 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 Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

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

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

14. RIGHT TO ENTER THE APARTMENT & PARKING FOR REPAIRS

The Developer / maintenance agency / association of allottees shall have rights of unrestricted access of all Common Areas for providing necessary maintenance services and the Allottees agree to permit the association of allottees and/or maintenance agency to enter into the apartment & parking or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

15. USAGE

Use of Basement and Service Areas :The service areas, if any, as located within the Project " _____ " shall be earmarked for purposes of electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and

service rooms, fire fighting pumps and equipment's etc. and other permitted to uses as per sanctioned plans. The Allottees shall not be permitted to use the services areas in any manner whatsoever, other than for use by the association of allottees formed by the Allottees for rendering maintenance services.

- 16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT & PARKING :** Subject to Clause 12 above, the Allottees shall, after taking possession, be solely responsible to maintain the apartment & parking 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 changes or alter or make additions to the apartment & parking and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenable 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 Allottees further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, window grills, publicity material or advertisement material etc. on the face / faced of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side or the windows or carry out any change in the exterior elevation or design. Further the Allottees shall not store and hazardous or combustible goods in the apartment & parking or place any heavy material in the common passages or staircase of the Building. The Allottees shall plan and distribute its electrical load in conformity with the electrical systems installed by the Developer and thereafter the association of allottees and / or maintenance agency appointed by association of allottees. The Allottees shall be responsible for any loss or damages arising out of breach of any or the aforesaid conditions.

17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE

The Allottees is entering into this Agreement for the allotment of an apartment & parking with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular. That the Allottees hereby undertakes that he/she shall comply with and carry out, from time to time after he/she has taken

over for occupation and use the said Apartment, all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the apartment & parking 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 any addition construction as may be permitted by the Competent Authority as provided and/or permitted under the Act.

19. DEVELOPER SHALL NOT MORTGAGE OR CREATE CHARGE

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

20. APARTMENT OWNERSHIP ACT

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

21. BINDING EFFECT

Forwarding this Agreement to the Allottees by the Developer does not create a binding obligation on the part of the Developer or the Allottees until, firstly, the Allottees 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 Allottees and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Developer. If the Allottee(s) fails to execute and deliver to the Developer this Agreement within 30 (Thirty) days for the date of its receipt by the Allottees and/or appear before the Registrar/Sub-Registrar/Registrar of Assurance for its registration as and when intimated by the Developer, then the Developer shall

serve a notice to the Allottees for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottees, application of the Allottees shall be treated as cancelled and all sums deposited by the Allottees in connection therewith excluding the booking amount shall be returned to the Allottees without any interest or compensation whatsoever.

22. ENTIRE AGREEMENT

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

23. RIGHT TO AMEND

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

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

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

25. WAIVER NOT A LIMITATION TO ENFORCE

The Developer may, at its sole option and discretion, without prejudice to its rights as set out in the Agreement, waive the breach by the Allottees 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 Allottees that exercise of discretion by the Developer in the case of one Allottees shall not be construed to be a precedent and / or binding on the Developer to exercise such discretion in the case of other Allottees.

26. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonable 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 Allottees have to make any payment, in common with other Allottees (s) in Project, the same shall be the proportion which the carpet area of the [Apartment/Plot] bears to the total carpet area of all the Apartment in the Project.

28. FURTHER ASSURANCES

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

29. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Developer through its authorized signatory at the Developer's Office, or at some other place, which may be mutually agreed between the Developer and the Allottee, after the Agreement is duly executed by the Allottees and the Developer or simultaneously with the execution the said Agreement shall be registered at the office of the Additional District Sub-Registry office/District Sub Registry Office/Additional Registrar of Assurance Kolkata. Hence this Agreement shall be deemed to have been executed at Dumdum, District- North 24 Parganas.

30. NOTICES

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

ALLOTTEES' NAMES:

1. **MR.** _____
at _____.

2. **MRS.** _____
at _____.

PROMOTER'S NAME:**LLL REAL ESTATES LLP**

289D, Darga Road, Circus Avenue, Park Circus, Kolkata – 700017, West Bengal.

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

31. JOINT ALLOTTEES

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

32. GOVERNING LAW

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

33. DISPUTE RESOLUTION

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicable by mutual

discussion, failing which the same shall be settled through the Adjudicating Officer appointed under the Act at Kolkata, District- North 24 Parganas.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for Sale at Dum Dum, District- North 24 Parganas in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED

Allottees:

(1) Signature _____ (2) Signature _____

Name- _____ Name- _____

Address- _____.

SIGNED AND DELIVERED BY THE WITHIN NAMED SIGNATURE OF THE OWNER.

Signature _____

Name- "**LLL REAL ESTATES LLP**" a limited liability partnership, represented by its partners namely **FAIZ AHMED KHAN, WASIM AHMED & FARHAN AHMED.**

Address- 289D, Darga Road, Circus Avenue, Park Circus, Kolkata – 700017, West Bengal.

SIGNED AND DELIVERED BY THE WITHIN NAMED

Developer: "**LLL REAL ESTATES LLP**" a limited liability partnership, represented by its partners namely **FAIZ AHMED KHAN, WASIM AHMED & FARHAN AHMED.**

Address: 289D, Darga Road, Circus Avenue, Park Circus, Kolkata – 700017, West Bengal.

Signature _____

At _____, on _____ in the presence of:

WITNESSES:

(1) Signature _____

(2) Signature _____

Name _____

Name _____

Address _____

Address _____

SCHEDULE A

PART - I

a. S. Enayet Haque, Zohra Khatun, Abdul Ahad, Abdul Mahmood, Abdur Rashid, Md. Jasim Ali, Nilufa Begum, Bilqis Ara Begum, Nazima Begum alias Gulshan Ara Begum and B. Azimul Haque were the joint owners in respect of a total piece and parcel of land measuring about 1 Bigha, 10 Cottahs, 6 Chittaks and 25 Sq. Ft. together with the structure situated thereon being Municipal Premises No. 30A, 30B and 30C, Judges Court Road out of which (i) Premises No. 30A, Judges Court Road having an area of land measuring about 7 Cottahs 2 Chittaks, (ii) Premises No. 30B, Judges Court Road having an area of land measuring about 18 Cottahs 9 Chittaks and 40 sq. ft. and Premises No. 30C, Judges Court Road having an area of land measuring about 1 Cottah, 14 Chittaks and 12 sq. ft.

b. S. Enayet Haque filed a suit for partition of the abovementioned properties in the Court of 1st Assistant District Judge at Alipore being Title Suit No. 91 of 1987 which was finally decreed on comprise on 13.01.1989 on the terms and conditions as contained in the said compromise application.

c. according to the compromise decree passed in the aforesaid Title suit No. 91 of 1987 dated 30.01.1989, Zohra Khatun, Abdul Ahad, Abdul Mahmood, Abdur Rashid, Md. Jasim Ali, Nilufa Begum, Bilqis Ara Begum, Nazima Begum alias Gulshan Ara Begum and B. Azimul Haque were exclusively allocated an area of land measuring 13 Cottahs 06 Chittaks and 35 sq. ft. more or less being divided demarcated northern portion of Premises No. 30B, Judges Court Road,

Kolkata- 700027, Ward No. 74 and the remaining area being Premises Nos. 30A and 30C and Part of 30B, Judges Court Road was exclusively allocated to S. Enayet Haque, which, however, assessed to be measuring about 16 Cottahs 15 Chittaks and 35 sq. ft.

d. all the parties in the said compromise decree duly demarcated their respective allocated portions by raising boundary wall and Zohra Khatun, Abdul Ahad, Abdul Mahmood, Abdur Rashid, Md. Jasim Ali, Nilufa Begum, Bilqis Ara Begum, Nazima Begum alias Gulshan Ara Begum and B. Azimul Haque mutated their names in the demarcated portion measuring about 13 cottahs 06 Chittaks and 35 sq. ft. which was duly recorded in the Kolkata Municipal Corporation as premises No. 30B, Judges Court Road and the remaining area which was exclusively allocated to S. Enayet Haque being the then premises Nos. 30A, 30C and part of premises No. 30B, Judges Court Road and after the demise of S. Enayet Haque his legal heirs were in the use and enjoyment of the same in exclusion of others.

e. The legal heirs of said S. Enayet Haque duly amalgamated their allocated portions of said premises Nos. 30A, 30C and part of premises No. 30B, Judges Court Road and recorded in the Kolkata Municipal Corporation and being re-numbered as Premises No. 30A, Judges Court Road, Kolkata- 700027, Ward No. 74. However, in course of physical measurement of the said allocated portion, it was actually found to be 19 Cottahs 8 Chittaks and 34 sq. ft. instead of 16 Cottahs 15 Chittaks and 25 sq. ft. i.e. an excess area of 2 Cottahs 6 Chittaks.

f. The said excess area of 2 Cottahs 6 Chittaks was wrongfully claimed by the other co-owners in respect of premises No. 30A, Judges Court Road and accordingly a dispute has arisen between all the owners as a result whereof a suit was filed by the legal heirs of S. Enayet Haque against the legal heirs of Zohra Khatun & Ors. being Title Suit No. 603 of 2017, which was ultimately decreed on compromise whereby it was declared that the said premises being premises No. 30A, Judges Court Road, Kolkata - 700027, Ward No. 74 is measuring about 19 Cottahs 08 Chittaks and 34 Sq. Ft., which exclusively belong to the present Owners.

g. pursuant to the said compromise decree, the present Owners have duly mutated their names in the record of the Kolkata Municipal Corporation wherein the area of the said premises

No. 30A, Judges Court Road have been reassessed by the Kolkata Municipal Corporation having an area of 19 Cottahs 08 Chittaks and 34 Sq. Ft.

h. accordingly the Owners herein became the joint, lawful and absolute owners of and fully seized and possessed of and/or otherwise well and sufficiently entitled to ALL THAT piece and parcel of land measuring 19(Nineteen) Cottah 8(Eight) Chittack 34(Thirty Four) sq. ft. more or less being the Premises No. 30A, Judges Court Road, Kolkata – 700027, Ward No. 74, Police Station - Alipore, and at present within the Kolkata Municipal Corporation, District - South 24 Parganas and hereinafter referred to as “**the said Premises**” and more fully and particularly mentioned and described in the **Schedule “A PART - II”** hereunder written and have been enjoying the same peacefully, freely, absolutely and without any interruptions from any corner whatsoever and duly mutated their names in the record of Kolkata Municipal Corporation by paying usual rents and taxes to the proper authorities concerned in their own names as the absolute joint owners and possessors and have the absolute power of ownership and also entitle to sell, gift, lien, mortgage, assign the same to anybody else in any way as they will think fit and proper.

i. the Landowners herein intended to construct a multi-storied building comprised of several residential flats, commercial spaces, shops, car parking spaces etc. on the said Premises according to the sanctioned plans of the Kolkata Municipal Corporation. But due to lack of experience in construction line, non-availability of time and paucity of fund, the Landowners are in search of a well reputed developer to develop the said Premises.

j. The Landowners herein entered into an Agreement dated 28th August, 2020, registered in the office of District Sub-Registrar – III, South 24 Parganas, recorded in Book No. I, Volume No. 1603-2020, Pages from 52611 to 52667, being No. 160301526 for the year 2020 for the purpose of construction of building on the said premises with M/s. Asghar Projects Private Limited.

k. The Landowners herein also executed a General Power of Attorney dated 28th August, 2020, registered in the office of District Sub-Registrar – III, South 24 Parganas, recorded in Book No. I, Volume No. 1603-2020, Pages from 52668 to 52701, being No. 160301529 for the year

2020 for the purpose of construction of building on the said premises in favour of M/s. Asghar Projects Private Limited.

l. M/s. Asghar Projects Private Limited was unable to proceed with the construction of building on the said Premises and hence the Landowners and M/s. Asghar Projects Private Limited executed a Cancellation of Development Agreement dated 16th day of February 2023, registered in the office of District Sub-Registrar- III, South 24 Parganas, recorded in Book No. I, being No. I- 160302260, for the year 2023 and cancelled and annulled the said Agreement dated 28th August, 2020, being No. 160301526 for the year 2020. Further the Landowners and M/s. Asghar Projects Private Limited executed a Revocation of Power of Attorney dated 16th day of February 2023, registered in the office of District Sub-Registrar- III, South 24 Parganas, recorded in Book No. IV, being No. IV- 160300098 for the year 2023 and cancelled and annulled the said General Power of Attorney dated 28th August, 2020, being No. 160301529 for the year 2020.

m. A registered Development Power of Attorney (After Registration of Development Agreement) dated 16th day of February 2023, which was duly registered at the office of the District Sub Registrar III, South 24 Parganas and recorded in Book No. I, Volume No. 1603-2023, Pages from 87130 to 87161, being No. 160302341 for the year 2023, was executed by the Owners herein in favour of "**LLL REAL ESTATES LLP**" (PAN No. **AAKFL2715M**), a company incorporated pursuant to section 12(1) of the Limited Liability Partnership Act 2008, having its registered office at 289D, Darga Road, Circus Avenue, Park Circus, Kolkata - 700017, West Bengal, represented by its partners namely **(1) FAIZ AHMED KHAN (PAN No. AIYPA1310P) (AADHAAR No. 7139 2435 8772)**, son of Javed Ahmed Khan, by Occupation- Business, by Religion - Islam, by Nationality- Indian, residing at Premises No. 2, Golam Jilani Khan Road, Post Office - Kasba & Police Station- Tiljala, Kolkata- 700039, West Bengal, **(2) WASIM AHMED (PAN NO. AELPA5214P) (AADHAAR NO. 6941 0720 0581)**, son of Shaikh Mohammad Sayeed, by Occupation- Business, by Religion - Islam, by Nationality- Indian, residing at P-283, Darga Road, Circus Avenue, Kolkata- 700017, West Bengal and **(3) FARHAN AHMED (PAN NO. ALBPA3359C) (AADHAAR NO. 9559 0919 0661)**, son of Amir Ahmed, by Occupation- Business, by Religion - Islam, by Nationality- Indian, residing at 22/6, C. N. Roy Road, P.O.-Tiljala, P.S.- Tiljala, South 24 Parganas, Pin- 700039, West Bengal, the Developer herein, as per the terms and conditions contained as stated therein.

SCHEDULE A**PART II****DESCRIPTION OF THE PREMISES**

ALL THAT piece and parcel of land measuring 19 cottah 8 chittack 34 sq. ft. more or less, along with several tile shade structures total admeasuring 2750 Sq. Ft. more or less standing thereupon, being the Premises No. 30A, Judges Court Road, Kolkata - 700027, together with exclusive right over the 20' feet wide passage running from main road to the aforesaid property, Ward No. 74, Police Station- Alipore, and at present within the Kolkata Municipal Corporation, District - South 24 Parganas which is butted and bounded as follows :

ON THE NORTH BY :- Partly by Premises Nos. 28/1 and 28/2, Judges Court Road, 60' feet Judges Court and partly by Premises No. 30B, Judges Court Road;

ON THE SOUTH BY :- 4/A, Aftab Mosque Lane, Mazaar, 4/6 & 4/8, Aftab Mosque Lane;

ON THE EAST BY :- Partly by Premises Nos. 32A, Judges Court and partly by Premises No. 30B, Judges Court Road;

ON THE WEST BY :- Premises Nos. 26, 28, 28/1 and 28/2, Judges Court Road & KMC Passage.

SCHEDULE- B**DESCRIPTION OF THE APARTMENT & PARKING****PART- I**

ALL THAT the Apartment No. _____, on the _____ floor of towards _____ Side having carpet area of _____ (_____) square feet more or less, excluding balcony area of _____ (_____) Sq. Ft. more or less, equivalent to _____ (_____) sq. ft. more or less super built up area, along with a Car Parking Space being no. _____, measuring an area of _____ (_____) Sq. Ft. more or less, on the ground floor situate at the Project known as " _____ ", constructed on the premises stated in the Schedule-A(Part-II) hereinabove written TOGETHERWITH undivided, impartible proportionate share of land underneath the said Block TOGETHER WITH all other easement and common rights over common passages and common facilities and amenities attached to and available with all other flats in the building.

SCHEDULE- 'C'**PAYMENT PLAN****PART- I**

"AGREED CONSIDERATION"

- (a) Consideration for the Undivided Share and for Construction and completion of the said **Apartment No. _____**, on _____ floor admeasuring _____ (_____) square feet more or less Carpet Area. (Super Built up area _____ Sq. ft.) **Rs. _____/-**
- (b) Consideration for the **Car Parking Space No. _____** on the ground floor admeasuring _____ (_____) square feet more or less. **Rs. _____/-**

AGREED CONSIDERATION _____ (_____) **only.** **Rs. _____/-**

Goods & Service Tax as applicable extra on total value at current rates and/or as applicable at the time of payment.

Goods & Service Tax Registration Number _____.

Any other Rates & Taxes as per W.B Government/ Central Government shall be payable wherever applicable.

PART - II**Payment Terms**

PAYMENT DECRPTION	PERCENTAGE OF TOTAL PRICE
On booking	10% of the total consideration
Within 15 days of execution of sale agreement	10% of the total consideration + 50% of incidental Charges
On completion of piling	10% of the total consideration

On Foundation	10% of the total consideration
On casting of 1 st Floor Slab	10% of the total consideration
On casting of 2 nd Floor Slab	7% of the total consideration
On casting of 3 rd Floor Slab	7% of the total consideration
On casting of 4 th Floor Slab	6% of the total consideration
On casting of 5 th Floor Slab	6% of the total consideration
On casting of 6 th Floor Slab	6% of the total consideration
On casting of 7 th Floor Slab	6% of the total consideration
On casting of ultimate roof slab	6% of the total consideration
On possession	6% of the total consideration + Extra development charges + 50% of incidental Charges

RECEIPT

RECEIVED a sum of Rs. _____/- (Rupees _____) **only** from the above named Purchasers as advance amount against the full and final amount of Rs. _____/- (Rupees _____) **only**.

MEMO OF CONSIDERATION

Sl. No.	Cheque No	Date	Drawn on Bank & Branch	Amount (Rs,)
1.				
TOTAL				Rs. _____/-

(Rupees _____) **only**.

WITNESSES

1.

SIGNATURE OF DEVELOPER

2.

Drafted and prepared by me: