

: AGREEMENT FOR SALE :

This **Agreement For Sale** executed on this the day of , Two
Thousand Twenty Five (**2025**), of the Christian Era.

Between

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M/s. Liberty Real Estate Private Limited (Pan : AABCL 5521B), a Limited Liability Company Incorporated under the Indian Companies Act 1956 -2007, having its registered office at 157/2A, Acharya Prafulla Chandra Road, First Floor, Room No. 1B, P.O. Shyambazar, P.S. Shyampukur, Kolkata-700 004, represented by its Directors namely (1) Sri Uttam Kumar Kundu (Pan : AFYPK 1781M, Aadhaar No. 2735 1143 6624 and Mobile No. 93310 52340), son of Late Jadab Chandra Kundu, by Occupation- Business, by Nationality - Indian, by Faith - Hindu, residing at 13/8D, Ariff Road, P.O. Ultadanga Main Road, P.S. Ultadanga, Kolkata-700 067 and (2) Sri Gopal Ghosh (Pan : ADYPG 6312N, Aadhaar No. 2603 3339 8366 and Mobile No. 89022 22222), son of Late Kartick Chandra Ghosh, by Occupation- Business, by Nationality - Indian, by Faith - Hindu, residing at Bangla Hayatpur, P.O. Batanagar, P.S. Meheshtala, Kolkata-700 140, hereinafter called and referred to as the First Party / Owner / Developer / Vendor (Which terms or expression shall unless excluded by or repugnant to the subject or context shall mean and include its successors-in-office, executors, administrators, legal representatives and assigns) of the One Part.

And

(1) Sri (Pan : , Aadhaar No. and Mobile No. DOB -), son of Sri/Late , by Occupation- , by Nationality- , by Faith- , residing at , P.O. , P.S. , Kolkata- and (2) Smt (Pan : , Aadhaar No. and Mobile No. , DOB -), wife of Sri , by Occupation- , by Nationality- , by Faith- residing at , P.O. , P.S. , Kolkata- hereinafter jointly called and referred to as the Second Party / Allottees / Purchasers (which terms or expression shall unless excluded by or repugnant to the subject or context shall mean and include their respective heirs, executors, successors, legal representatives,

administrators and assigns) of the Other Part.

Whereas many years ago one Sri Ram Durlav Roy, son of Late Brojo Mohan Roy from his first wife and Sri Sadhu Charan Roy and Sri Amar Chand Roy, both sons of Late Brojo Mohan Roy from his second wife, started a partnership business as commission agents and order suppliers of jute and other commodities under the name and style of "Ram Durlav Sadhu Charan Roy", the said Sri Ram Durlav Roy having nine annas share and the said Sri Sadhu Charan Roy and Sri Amar Chand Roy jointly having seven annas share in the profits or losses and all assets of the said partnership business and the said partnership business was carried on at Premises No. 16, Kali Kumar Banerjee Lane, in the town of Calcutta and at Sital Lakhya, Narayanganj, Dacca now in Bangladesh, being the Head Office of the said partnership business.

And Whereas under the terms of the said partnership business and / or by agreement implied from the conduct of the partners and / or course of dealings between them, the partnership business was not dissolved by the death of any partner, but was continued and carried on by the surviving partners with the heirs or legal representatives of the deceased partners, who were admitted as partners and in case of minors, admitted into the benefits of the partnership business, the share of deceased partners who being given to their heirs or legal representatives according to their respective shares in their estate as are intestacy.

And Whereas the said Sri Ram Durlav Roy and his wife (name does not known) died intestate (both date of death not known) leaving behind him surviving his two sons namely Sri Darika Nath Roy and Sri Purna Chandra Roy as legal

heirs and successors of his said undivided share of the said partnership business left by deceased Ram Durlav Roy.

And Whereas the said Sri Dwarika Nath Roy and his wife (name does not known) died intestate (both date of death not known) leaving behind him surviving his two sons namely Sri Nagendra Mohan Roy and Sri Lal Mohan Roy, as legal heirs and successors of his said undivided share of the said partnership business left by deceased Dwarika Nath Roy.

And Whereas the said Sri Nagendra Mohan Roy and his wife (name does not known) died intestate (both date of death not known) leaving behind him surviving his three sons namely Sri Bijoy Krishna Roy, Sri Sripada Roy and Sri Kusum Kumar Roy as legal heirs and successors of his said undivided share of the said Partnership business left by deceased Nagendra Mohan Roy.

And Whereas at the end of Chaitra 1345 B.S. corresponding with the 14/04/1939, the said partnership business was dissolved by mutual consent of the partners and the balance sheets of the said partnership business were made out from the year 1330 B.S. corresponding with 1923-24 to the year 1345, corresponding with 1938-39 and prior to such dissolution one co-partner of the said partnership business or co-defendants of Suit No. 1235 of 1940 namely Sri Sachindananda Roy, in charge and management of the said partnership business.

And Whereas the said Sri Sachindananda Roy, being one co-partner of the said partnership business or co-defendants of Suit No. 1235 of 1940 realized diverse outstanding and assets including of the said partnership business share of the sale proceeds, wrongfully did not apply the same in the agreed manner but sought to distribute portion thereof amongst the partners without first paying the amounts appealing in the last balance sheets as due to the different partners.

And Whereas several disputes and differences arose between the partners and to realize their profits, assets and other immovable properties according to their four and half annas shares of the said partnership business and the said Sri Lal Mohan Roy, Sri Bijoy Krishna Roy being himself and on behalf of his two minor brothers namely Sri Sripada Roy and Sri Kusum Kumar Roy, as natural Guardian and next filed a suit being No. 1235 of 1940, on 20/06/1940 being the Plaintiffs filed before the Hon'ble High Court at Judicator at Court within in Bengal, against the said Sri Radha Shyam Roy, Sri Sachidananda Roy and others (being all are co-partner of the said partnership business or co-defendants of Suit No. 1235 of 1940), praying for inter alia dissolution of the said partnership business, declaration of the shares of the parties in the said partnership business and the assets thereof, the rights of the parties in the properties held as co-owners etc.

And Whereas by an order dated the 29/08/1940 the Hon'ble Hight Court appointed joint Arbitrators namely Kumar Promatha Nath Roy of 53B, Shovabazar Street, Calcuta, Mr. Priyanath Roy of 101, Shovabazar Street, Calcutta and Kumar Ramendra Nath Roy of 104, Shovabazar Street, Calcutta with the consent of all the parties to the said suit as to declaration that the partnership business carried on under the name and style of "Ram Durlav Sadhu Charan Roy" stood dissolved on 14/04/1939, alternatively as to declaration of the shares of the parties in the said partnership business and the assets thereof and in the properties held as co-owners, accounts, partition of all the partnership business assets and other properties held as co-owners according to their share.

And Whereas after holding many meetings and hearing of the parties on submission time to time as extended by order of the joint Arbitrators on consent

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of their parties was appointed Mr. Bhut Nath Chakraborty, Engineer of Calcutta, as the surveyor and valuer to survey and value of immovable properties belonging to the joint partnership business or firm and to prepare plans and to frame a scheme of partition and subsequently the parties to the said suit unanimously accepted the plans, valuation and scheme of partition as made and framed by the said Engineers and the joint Arbitrators unanimously published their Final Awards on 12/08/1945.

And Whereas by an order dated 18/01/1946, the Hon'ble Earnest Charles Ormond J, in the presence of the Plaintiffs and Defendants declared that the said Award to be carried into effect and the same is ordered and decreed accordingly.

And Whereas according to the effect of the said Award, the six nos. premises being Premises Nos. 12/1A, 13/A, 13/B, 13/1 and 13/2A, Kali Kumar Banerjee Lane, Calcutta was allotted to the Plaintiffs namely Sri Lal Mohan Roy, Sri Bijoy Krishna Roy, Sri Sripada Roy and Sri Kusum Kumar Roy absolutely and forever and thereafter the then aforesaid six nos. premises duly amalgamated or re-numbered under two unit premises being Premises Nos. 12/1A and 13/1, Kali Kumar Banerjee Lane Calcutta, by the then local municipal authority concern , both free from all encumbrances, attachment whatsoever hereinafter referred to as the said two properties / premises.

And Whereas the said Sri Lal Mohan Roy and his wife (name does not known) died intestate (both date of death not known) without any issue and his said undivided share left by deceased Lal Mohan Roy in the aforesaid two properties / premises being Premises Nos. 12/1A and 13/1, Kali Kumar Banerjee Lane, Calcutta devolve to upon his said three brothers namely Sri Bijoy Krishna Roy, Sri Sripada Roy and Sri Kusum Kumar Roy and their joint names duly got mutated in the records of the then CMC (now-KMC), as joint recorded owners. It is pertinent to mention here that parents of deceased Lal Mohan Roy,

both died intestate in many ago (their date of death not known), i.e. before the death of Lal Mohan Roy.

And Whereas the said Sri Bijoy Krishna Roy, died intestate on 26/12/1997 and his wife namely Smt. Lila Roy, also predeceased intestate on 15/03/1989 leaving behind him surviving his three sons namely Sri Bhaja Gobinda Roy, Sri Joy Gobinda Roy and Sri Swapan Roy, become the absolute joint owners in respect of the one third undivided share of the said both properties / premises left by deceased Bijoy Krishna Roy and the said Sri Sripada Roy, died testate on 30/12/2006 executing a will, whereon he bequeathed, gave and transferred his one third undivided share of the said two properties / premises and said will as probated and granted by the Learned District Delegate at Sealdah, District : South 24-Parganas, vide Probate Case No. 60 of 2009 and by virtue of the said Probate, the beneficiaries or legatees namely Sri Sankar Roy and Sri Bhaskar Roy, become the absolute joint owners in respect of the one third undivided share of the said two properties / premises left by deceased Sripada Roy.

And Whereas thus said Sri Kusum Kumar Roy, Sri Bhaja Gobinda Roy, Sri Joy Gobinda Roy, Sri Swapan Roy, Sri Sankar Roy and Sri Bhaskar Roy became the absolute joint owners of the aforesaid two properties / premises being Premises Nos. 12/1A and 13/1, Kali Kumar Banerjee Lane, vide Assessee Nos. 11-006-15-0013-3 and 11-006-15-0014-5 respectively and they got their joint names mutated in the Assessment-Collection (North) Department of the KMC on Intestate -Succession and Testamentary-Succession ground, as joint owners through two simple / one visit Mutation Case Nos. O/006/16-DEC-11/

61678 and O/006/16-DEC-11/61679 respectively, instead of deceased Bijoy Krishna Roy and deceased Sripada Roy.

And Whereas in course of their peaceful possession and joint enjoyment of the said two properties / premises, one of the co-owners namely Sri Joy Gobinda Roy, died intestate on 16/11/2012 leaving behind him surviving his widow namely Smt. Arati Roy, only son namely Sri Iman Kalyan Roy and only married daughter namely Smt. Sangita @ Sangeeta Ghosh (Nee-Roy), become the absolute joint owners in respect of his undivided share of the said both two properties / premises left by deceased Joy Gobinda Roy and thus the said Sri Kusum Kumar Roy, Sri Bhaja Gobinda Roy, Sri Swapan Roy, Sri Sankar Roy, Sri Bhaskar Roy, Smt. Arati Roy, Sri Iman Kalyan Roy and Smt. Sangita @ Sangeeta Ghosh (Nee-Roy), became the absolute joint owners of the aforesaid two properties / premises being Premises Nos. 12/1A and 13/1, Kali Kumar Banerjee Lane and got their names mutated of the aforesaid two properties / premises, in the Assessment -Collection (North) Department of the KMC on Intestate-Succession ground, through two simple / one visit Mutation Case Nos. O/006/23-APR-13/74914 and O/006/28-JAN-13/72471 respectively, instead of deceased Joy Gobinda Roy.

And Whereas in course of their peaceful possession and joint enjoyment of the said two properties / premises, one of the co-owners namely Sri Kusum Kumar Roy, died intestate on 14/11/2013 leaving behind him surviving his only son namely Sri Tanmoy Roy, two married daughters namely Smt. Latika Kundu (Nee-Roy) and Smt. Papiya Choudhury (Nee-Roy), become the absolute joint owners in respect of his undivided share of the aforesaid two properties / premises left by deceased Kusum Kumar Roy. It is pertinent to mention here

that, wife of deceased Kusum Kumar Roy namely Smt. Kalpana Roy, predeceased intestate on 04/09/1995.

And Whereas in course of their peaceful possession and joint enjoyment of the said two properties / premises by the said Sri Bhaja Gobinda Roy, Sri Swapan Roy, Sri Sankar Roy, Sri Bhaskar Roy, Smt. Arati Roy, Sri Iman Kalyan Roy, Smt. Sangita @ Sangeeta Ghosh (Nee-Roy), Smt. Latika Kundu (Nee-Roy), Smt. Papiya Choudhury (Nee-Roy) and Sri Tanmoy Roy and got their names mutated of the aforesaid two properties / premises as joint owners, in the Assessment -Collection (North) Department of the KMC on Intestate-Succession ground, through two simple / one visit Mutation Case Nos. O/006/19-FEB-14/81851 and O/006/19-FEB-14/81846 respectively, instead of deceased Joy Gobinda Roy.

And Whereas the said Sri Bhaja Gobinda Roy, Sri Swapan Roy, Sri Sankar Roy, Sri Bhaskar Roy, Smt. Arati Roy, Sri Iman Kalyan Roy, Smt. Sangita Ghosh (Nee-Roy), Smt. Latika Kundu (Nee-Roy), Smt. Papiya Choudhury (Nee-Roy) and Sri Tanmoy Roy, the Owners / Vendors therein in course of peaceful possession and joint enjoyment of the one property / premises out of the aforesaid two properties / premises, by virtue of a registered Deed of Conveyance, dated 21/04/2014, which was registered in the office of the ARA-I, Kolkata and recorded there in Book No. Volume No. 7, Page from 9700 to 9720, Being / Deed No. 03531, For the year 2014 Sold, Conveyed, Transferred and Assured, All That piece and parcel of revenue free Bastu Land, containing an area of 03 (Three)

Cottahs - 02 (Two) Chattaks-00 (Zero) sq.ft., be the same a little more or less, together with a 106 years old, cemented floors, two storied fully residential building thereon having its covered area 1150 sq.ft. in each floor, along with all easements, appurtenances and common rights of the KMC main road on the northern and western side of the said Bastu Land available therein lying, situate at and being Premises No. 12/1A, Kali Kumar Banerjee Lane, P.O. Tala, P.S. Chitpore, Kolkata-700 002, within limits of the Kolkata Municipal Corporation (KMC), under Ward No. 006, vide Assessee No. 11-006-015-0013-3 and District : South 24-Parganas, for a valuable consideration mentioned thereon, morefully described in the Schedule mentioned property written therein free from all encumbrances, attachment whatsoever, in favour of M/s. Liberty Real Estate Private Limited, a Limited Liability Company Incorporated under the Indian Companies Act 1956 -2007, having its registered office at 157/2A, Acharya Prafulla Chandra Road, First Floor, Room No. 1B, P.O. Shyambazar, P.S. Shyampukur, Kolkata-700 004, represented by its Directors namely (1) Sri Uttam Kumar Kundu, son of Late Jadab Chandra Kundu, by Occupation- Business, by Nationality - Indian, by Faith - Hindu, residing at 13/8D, Ariff Road, P.O. Ultadanga Main Road, P.S. Ultadanga, Kolkata-700 067 and (2) Sri Gopal Ghosh, son of Late Kartick Chandra Ghosh, by Occupation- Business, by Nationality - Indian, by Faith - Hindu, residing at Bangla Hayatpur, P.O. Batanagar, P.S. Meheshtala, Kolkata-700 140, the Purchaser therein and since purchased as aforesaid, the said M/s. Liberty Real Estate Private Limited , being the Purchaser therein and the First Party / Owner / Developer / Vendor herein got its name mutated

as sole and absolute owner of the said entire purchased Property in the Books and records of the Assessment-Collection (North) Department of the KMC instead of Sri Bhaja Gobinda Roy, Sri Swapan Roy, Sri Sankar Roy, Sri Bhaskar Roy, Smt. Arati Roy, Sri Iman Kalyan Roy, Smt. Sangita Ghosh (Nee-Roy), Smt. Latika Kundu (Nee-Roy), Smt. Papiya Choudhury (Nee- Roy) and Sri Tanmoy Roy, through simple / one visit mutation Case No. O/006/24-DEC-14/88252, morefully described in the Schedule - "A" mentioned property hereunder written free from all encumbrances, attachments whatsoever having a good and marketable tittle thereto, hereinafter referred to the said Property.

Whereas

(A) The aforesaid manner the said M/s. Liberty Real Estate Private Limited, being present sole and absolute owner of the said Property and also as a First Party / Owner / Developer / Vendor herein, in course of its peaceful possession and enjoyment of the said Property being intendent to have the said Property developed by construction of a new multistoried building, after demolishing of existing old structures upon the said Property.

(B) The said Bastu Land is earmarked for the purpose of building a (commercial / residential / any other purpose) Project, comprising multistoried Building and the said project shall be known as "Uttam Enclave".

(C) The First Party / Owner / Developer / Vendor herein is fully competent to enter into this Agreement For Sale and all the legal formalities with respect to the right, title and interest of the First Party / Owner / Developer / Vendor herein regarding the said Bastu Land on which project is to be constructed have been completed.

(D) The First Party / Owner / Developer / Vendor herein has informed to the Building Department, Borough No. I of the Kolkata Municipal Corporation on 15/04/2025 regarding commencement of the said development work.

(E) The First Party / Owner / Developer / Vendor herein has obtained the final layout plan approvals for the project from Building Department, Borough No. I of the Kolkata Municipal Corporation. The First Party / Owner / Developer / Vendor herein 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.

(F) The First Party / Owner / Developer / Vendor herein has registered the said project under the provision of the Act. with the Real Estate Regulatory Authority at Kolkata, vide registration no. WBRERA/P/KOL/2025/ .

(G) The Second Party / Allottees / Purchasers herein has applied for one Flat in the said Project vide application no. , dated / / 202 . And same has been allotted in the said "Uttam Enclave", being Flat No. , on the Floor, having carpet area Sq.Ft. (i.e. covered area Sq.Ft., being super built-up area Sq.Ft.) be the same, a little more less along with one under roof / open Garage Space, admeasuring 135 sq.ft. on the Ground Floor as permissible under the applicable Law and of prorata share in the "Common Areas", as defined under clause (N) of Section 2 of the Act. (hereinafter referred to as the said "Sutanuti Apartment" morefully and particularly described in the Schedule-"A" and the floor plan of the said apartment in annexed hereto and marked as the Schedule-"B".

(H) The Parties have gone through all the terms and conditions set out in this Agreement For Sale and understood the mutual rights and obligations detailed herein.

(I) The Parties herby confirm that they are signing the Agreement For Sale with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the said Project.

(J) The Parties relying o the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations

contained in this Agreement For Sale and applicable laws are now willing to enter into this Agreement For Sale on the terms and condition appearing hereinafter.

(K) In accordance with the terms and conditions set out in this Agreement For Sale and as mutually agreed upon by and between the Parties, the First Party / Owner / Developer / Vendor hereby agrees to sell and the Second Party / Allottees / Purchasers hereby agrees to purchase the said one Flat and one Under Roof Garage Space, as specified in paragraph "G".

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 condition as detailed in this Agreement For Sale, the First Party / Owner / Developer / Vendor herein agrees to the Second Party / Allottees / Purchasers herein and the Second Party / Allottee / Purchasers hereby agrees to purchase, the said one Flat and one Under Roof Garage Space as specified in paragraph "G".

The Total price for the said Flat and one Under Roof Garage Space, based on the carpet area Sq.Ft. (i.e. covered area Sq.Ft., being super built-up area Sq.Ft.) is Rs. /- (Rupees) only. The Total Price, give break up and description given under.

Details	Amount In Rupees
Flat No. Type : Floor :	Rs. /-
One Under roof/ open Garage	Rs. /-
Total Amount	Rs. /-

AND 5% GST Rs. /- (Rupees) only (as applicable).

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Explanation :

(i) The total price above includes the booking amount paid by the Second Party / Allottees / Purchasers herein to the First Party / Owner / Developer / Vendor herein towards the said one Flat and one under roof / open Garage Space.

(ii) The total price above excluding CGST and SGST (consisting of the other tax if any or cess and any other similar taxes as per law, which may be levied, in connection with the construction of the said entire Project payable by the First Party / Owner / Developer / Vendor herein, upto the date of handing over the possession of the said one Flat and one under roof / open Garage Space.

Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the Second Party / Allottees / Purchasers herein to the the First Party / Owner / Developer / Vendor herein shall be increased / reduced based on such change / modification.

(iii) The First Party / Owner / Developer / Vendor herein shall periodically intimate to the Second Party / Allottees / Purchasers herein, the amount payable as started in (i) above and the the Second Party / Allottees / Purchasers herein shall make payment within 30 days from the date of such written intimation. In addition, the First Party / Owner / Developer / Vendor herein shall provide to the Second Party / Allottees / Purchasers herein 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 became effective.

(iv) The total price of the said one Flat includes : 1) prorata share in the common areas and 2) said one Under Roof Garage space as provided in this Agreement For Sale.

The total price is escalation-free, save and except increases which the Second Party / Allottees / Purchasers 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 from the time to time. The First Party / Owner / Developer / Vendor herein undertakes and agrees that while raising a demand on the Second Party / Allottees / Purchasers herein for increase in development charges, cost charges imposed by the competent authorities, the First Party / Owner / Developer / Vendor herein shall enclose the said notification / order / rule / regulation to the effect along with the demand letter being issued to the Second Party / Allottees / Purchasers herein, which shall only be applicable on subsequent payments.

The Second Party / Allottees / Purchasers herein shall make the payment plan set out in the Schedule-"C" ("Payment Plan")

The First Party / Owner / Developer / Vendor herein may allow, in its sole discretion, a rebate for early payments for installments payable by the

Second Party / Allottees / Purchasers herein by discounting such early payment for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision / withdrawal, once granted to the Second Party / Allottees / Purchasers herein by the First Party / Owner / Developer / Vendor herein.

It is agreed that the First Party / Owner / Developer / Vendor herein shall not make any additions and alterations in the sanctioned plan, layout plan and specifications and the nature of fixtures, fittings and amenities

described.

therein in respect of the said "Uttam Enclave" or Building, as the case may be without the previous written consent of the Second Party / Allottees / Purchasers herein. Provided that the First Party / Owner / Developer / Vendor herein may make such minor additions or alterations as may be required by the Second Party / Allottees / Purchasers herein or such minor changes or alteration as per provision of the Act.

The First Party / Owner / Developer / Vendor herein shall confirm the final carpet area that has been allotted to the Second Party / Allottees / Purchasers herein after the construction of the said 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 First Party / Owner

/ Developer / Vendor herein. If there is any reduction in the carpet area within the defined limit then the First Party / Owner / Developer / Vendor herein shall refund the excess money paid by the Second Party / Allottees / Purchasers herein within forty-five days with annual interest as the rate specified in the rules, from the date when such an excess amount was paid by the Second Party / Allottees / Purchasers herein. If there is any increase in the carpet area allotted to the Second Party / Allottees / Purchasers herein, the First Party / Owner / Developer / Vendor herein shall demand that from the Second Party / Allottees / Purchasers herein as per the next milestone of the payment plan. All these monetary adjustments shall be made at the same rate

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per square feet as agreed in Clause 1.2 of this Agreement For Sale.

Subject to Clause 9.3 the First Party / Owner / Developer / Vendor

herein agrees and acknowledges, the Second Party / Allottees / Purchasers
herein shall have the right to the said one Flat and said one Under Roof
Garage space as mentioned below :

(i) The Second Party / Allottees / Purchasers herein shall have exclusive ownership of the said one Flat and said one Under Roof Garage space.

(ii) The Second Party / Allottees / Purchasers herein shall also have undivided proportionate share in the common areas. Since the share / interest of the Second Party / Allottees / Purchasers herein in the common area is undivided and cannot be divided or separated, the Second Party / Allottees

/ Purchasers herein shall use the common areas along with other occupants, maintenance staff etc. without causing any inconvenience or hindrance to them (the Second Party / Allottees / Purchasers herein). Further the right of the Second Party / Allottees / Purchasers herein 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 First Party / Owner / Developer / Vendor herein shall convey undivided proportionate title in the common areas to the association of allottees / purchasers as provided in the Act.

(iii) That the computation of the price of the said one Flat and said one Under Roof Garage space includes recovery of price of vastu land, construction of the common areas, internal development charges, external development charges taxes cost of providing electric wiring, fire detection and firefighting equipment in the common areas etc. and includes cost for providing all other facilities as provided within the said Project.

It is made clear by the First Party / Owner / Developer / Vendor herein and the Second Party / Allottees / Purchasers herein agrees that the said one Flat and said one Under Roof Garage space shall be treated as a single indivisible unit for all

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purposes. It is agreed that the said Project is an independent, self-contained Project covering the said bastu 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 pupose

of integration of infrastructure for the benefit of the Second Party / Allottees / Purchasers herein. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Second Party / Allottees / Purchasers herein of the said Project.

It is understood by the Second Party / Allottees / Purchasers herein that all other areas and i.e. areas and facilities falling outside the Project, namely "Uttam Enclave", 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 First Party / Owner / Developer / Vendor herein agrees to pay all outgoings before transferring the physical possession of the said one Flat and said one Under Roof Garage space to the Second Party / Allottees / Purchasers herein, which it has collected from the Second Party / Allottees / Purchasers herein, 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 others encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the said Project). If the First Party / Owner

/ Developer / Vendor herein fails to pay all or any of the outgoing collected

by it from the Second Party / Allottees / Purchasers herein or any liability, mortgages loan and interest thereon before transferring the said one Flat and said Under Roof one Garage space to the Second Party / Allottees / Purchasers herein, the First Party / Owner / Developer / Vendor herein agrees to be liable, even after the transfer of the said one Flat and one Under Roof Garage Space, 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 any legal proceedings which may be taken there for by such authority or person.

The Second Party / Allottees / Purchasers herein has paid a sum of

Rs. /- (Rupees) only, as booking amount being part payment towards the total price of the said one Flat and and one Under Roof Garage Space at the time of application dated / / 202 , the receipt of which the First Party / Owner / Developer / Vendor hereby acknowledges and the Second Party / Allottees / Purchasers hereby agrees to pay the remaining price of the said one Flat and and one Under Roof Garage Space as prescribed in the "Payment Plan" as as may be demanded by the First Party / Owner / Developer / Vendor herein within the time and in the manner specified therein.

Provided that if the Second Party / Allottees / Purchasers herein delays in payment towards any amount for which is payable, the Second Party / Allottees / Purchasers herein shall be liable to pay interest at the rate specified in the rules.

2. Mode of Payment :

Subject to the terms of this Agreement For Sale and the First Party / Owner / Developer / Vendor herein abiding by the construction milestones, the Scond Party / Allottees / Purchasers herein shall make all payments, on demand by the First Party / Owner / Developer / Vendor herein 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 "LRE PL UTTAM ENCLAVE MC A/c", payable at Kolkata.

3. Compliance of Laws Relating to Remittances :

The Second Party / Allottees / Purchasers herein, if resident outside of India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India and Regulations made there under or any statutory amendment(s) / modification(s) made thereof and all other applicable laws including that of

remittance of payment acquisition / sale / transfer of immovable properties in India etc. and provide the First Party / Owner / Developer / Vendor herein with such permission, approvals which would enable the First Party / Owner

/ Developer / Vendor herein to fulfil its obligations under this Agreement For Sale. Any refund, transfer of security, if provided in terms of this Agreement For Sale shall be made in accordance with the provision 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 Second Party / Allottees / Purchasers herein understand and agrees that in the event of any failure on the Second Party / Allottees / Purchasers herein part to comply with the applicable guidelines issued by the Reserve Bank of India, the Second Party / Allottees / Purchasers herein shall be liable for any action under Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

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The First Party / Owner / Developer / Vendor herein accepts no responsibility in this regard. The Second Party / Allottees / Purchasers herein shall keep the First Party / Owner / Developer / Vendor herein fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Second Party / Allottees / Purchasers herein subsequent to the

signing of this Agreement For Sale, it shall be the sole responsibility of the Second Party / Allottees / Purchasers herein to intimate the same in writing to the First Party / Owner / Developer / Vendor herein immediately and comply with necessary formalities if any under the applicable laws. The First Party / Owner / Developer / Vendor herein shall not be responsible towards any third party making payment / remittances on behalf of any of the Second Party / Allottees / Purchasers herein and such third party shall not have any right in the application / allotment of the said one Flat and one Under Roof Garage Space applied for herein in any way and the First Party / Owner / Developer / Vendor herein shall be issuing the payment receipts in favour of the Second Party / Allottees / Purchasers herein only.

4. Adjustment / Appropriation of Payment :

The Second Party / Allottees / Purchasers herein authorizes to the First Party / Owner / Developer / Vendor herein to adjust / appropriate all payments made by the Second Party / Allottees / Purchasers herein under any head(s) of dues against lawfull outstanding. if any in the name of the Second Party

/ Allottees / Purchasers herein, as the First Party / Owner / Developer / Vendor herein may in its sole discretion deem fit and the Second Party / Allottees / Purchasers herein undertakes not to object / demand / direct the First Party / Owner / Developer / Vendor herein to adjust their (the Second Party / Allottees / Purchasers herein) payments in any manner.

5. Time is Essence:

Time is essence for the First Party / Owner / Developer / Vendor herein as well as the Second Party / Allottees / Purchasers herein. The First Party

/ Owner / Developer / Vendor herein shall abide by the time Schedule for completing the said Project and handing over the said one Flat and said one Garage space to the Second Party / Allottees / Purchasers herein and common areas to the association of the all allottes / purchasers after re ceiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Second Party / Allottees / Purchasers herein shall make timely payment or the installment and other dues payable by the Second Party

/ Allottees / Purchasers herein and meeting the other oblication under this Agreement For Sale subject to the simultaneous completion of construction by the First Party / Owner / Developer / Vendor herein as provided in Schedule- "C" ("Payment Plan").

6. Construction of the Project / Apartment :

The Second Party / Allottees / Purchasers herein has seen the specification of the said one Flat and one Under Roof Garage Space and accepted the Payment plan, floor plan, layout plans (annexed along with this

Agreement For Sale), which has been approved by the competent authority, as represented by the First Party / Owner / Developer / Vendor herein. The First Party / Owner / Developer / Vendor herein shall develop the said Project in accordance with the said layout plans, floor plans and specifications. Subject to the terms in this Agreement For Sale, the First Party / Owner / Developer

/ Vendor herein 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 Building Department Borough No. I, of the KMC office rules 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 terms by the First Party / Owner

/ Developer / Vendor herein shall constitute a materials breach of this Agreement For Sale.

7. Possession of the Apartment :

The Schedule for possession of the said one Flat and one Under Roof

Garage Space :

The First Party / Owner / Developer / Vendor herein agrees and understands that timely delivery of possession of the said one Flat and one Under Roof Garage Space is the essence of this Agreement For Sale. The First Party / Owner / Developer / Vendor herein, based on the approved plans and specifications, assures to hand over possession of the said one Flat and one Under Roof Garage Space expected as on 31/06/2027.

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 said project is delayed due to the "Force Majeure" conditions then the Second Party / Allottees / Purchasers herein agrees that the First Party / Owner / Developer / Vendor herein shall be entitled to the extension of time for delivery of possession of the said one Flat and one Under Roof

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Garage Space, provided that such "Force Majeure" conditions are not of a nature which make it impossible for the contract to be implemented. The Second Party / Allottees / Purchasers herein agrees and confirms that, in the event it becomes impossible for the First Party / Owner / Developer / Vendor herein to implement the said Project due to "Force Majeure" conditions, then this allotment shall stand terminated and the First Party / Owner / Developer / Vendor herein shall refund to the Second Party / Allottees / Purchasers herein the entire amount received by the First Party / Owner / Developer / Vendor herein from the allotment within 45 days from that date. After refund of the money paid by the Second Party / Allottees / Purchasers herein, the Second Party / Allottees / Purchasers herein agrees that they (the Second Party / Allottees / Purchasers herein) shall not have any rights claims etc. against the First Party / Owner / Developer / Vendor herein and that the First Party / Owner / Developer / Vendor herein shall be released and discharged from all its obligations and liabilities under this Agreement For Sale.

Procedure for taking possession :- The First Party / Owner / Developer / Vendor herein, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the said one Flat and one Under Roof Garage Space, to the Second Party / Allottees / Purchasers herein in terms of this Agreement For Sale to be taken within 03 (three) months from the date of issue of such notice and the First Party / Owner / Developer / Vendor herein, shall give possession of the said one Flat and one Under Roof Garage Space, to the Second Party / Allottees / Purchasers herein. The First Party / Owner / Developer / Vendor herein, agrees and undertakes to indemnify the Second Party / Allottees / Purchasers herein in case of failure of fulfilment of any of the provision, formalities, documentation on part of the First Party / Owner / Developer / Vendor herein. The Second Party / Allottees / Purchasers herein agrees to pay the maintenance charges as determined by the First Party / Owner / Developer / Vendor herein / Association

of allottees / purchasers as the case may be. the First Party / Owner / Developer / Vendor herein on its behalf shall offer the possession to the Second Party / Allottees / Purchasers herein in writing within 15 days of receiving the occupancy certificate of the said Project.

Failure of the Second Party / Allottees / Purchasers herein to take possession of the said one Flat and one Under Roof Garage Space :-

Upon receiving a written intimation from the First Party / Owner / Developer / Vendor herein as per clause 7.2, the Second Party / Allottees / Purchasers herein shall take possession of the said one Flat and one Under Roof Garage Space from the First Party / Owner / Developer / Vendor herein by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement For Sale and the First Party / Owner / Developer / Vendor herein shall give possession of the said one Flat and one Under Roof Garage Space to the Second Party / Allottees / Purchasers herein. In case the Second Party / Allottees / Purchasers herein fails to take possession within the time provided in clause 7.2, such the Second Party / Allottees / Purchasers herein shall continue to be liable to pay maintenance charges as applicable.

Possession by the Second Party / Allottees / Purchasers herein :-

After obtaining the occupancy certificate and handing over physical possession of the said one Flat and one Under Roof Garage Space to the Second Party / Allottees / Purchasers herein, it shall be the responsibility of the First Party / Owner / Developer / Vendor herein to hand over the necessary documents and plans, including common areas, to the association of the all Allottees / Purchasers or the competent authority, as the case may be as per the local laws.

Cancellation by the Second Party / Allottees / Purchasers herein :-

The Second Party / Allottees / Purchasers herein shall have the right to cancel / withdraw their (the Second Party / Allottees / Purchasers herein)

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allotment in the said project as provided in the Act.

Provided that where the Second Party / Allottees / Purchasers herein proposes to cancel / withdraw from the said Project without any fault of the First Party / Owner / Developer / Vendor herein, the First Party / Owner / Developer / Vendor herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the Second Party / Allottees

/ Purchasers herein shall be return by the First Party / Owner / Developer

/ Vendor herein to the Second Party / Allottees / Purchasers herein within

45 days of such cancellation.

Compensation :-

The First Party / Owner / Developer / Vendor herein shall compensate to the Second Party / Allottees / Purchasers herein in case of any loss caused to they (the Second Party / Allottees / Purchasers herein) due to defective title of the said bastu land, on which the said Project is being development or has been development 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 First Party / Owner / Developer / Vendor herein fails to complete or is unable to give possession of the said one Flat and one Under Roof Garage Space (i) in accordance with the terms of this Agreement For Sale, duly completed by the date specified herein, or (ii) due to discontinuance of its business as a Developer on account of suspension of revocation of the registration under the Act. or for any other reason, the First Party / Owner / Developer / Vendor herein shall be liable, on demand to the Second Party / Allottees / Purchasers herein, in case the Second Party / Allottees / Purchasers herein wish to withdraw from the said Project, without prejudice to any other remedy available, to return the total amount received by the First Party / Owner / Developer

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/ Vendor herein in respect of the said one Flat and one Under Roof Garage

Space, with interest at the rate specified in the rules within 45 days including compension in the manner as provided under the Act. Provided that where if the Second Party / Allottees / Purchasers herein does not intend to withdraw from the said Project, the First Party / Owner / Developer / Vendor herein shall pay the Second Party / Allottees / Purchasers herein interest at the rate specified in the rules for every month of delay, till the handing over of the possession of the said one Flat and one Under Roof Garage Space.

8. Representations and warranties of the First Party / Owner / Developer / Vendor herein:

The First Party / Owner / Developer / Vendor hereby represents and warrants to the Second Party / Allottees / Purchasers herein as follows :

- a. The First Party / Owner / Developer / Vendor herein has absolute, cleare and marketable title with respect to the said Bastu Land, the requisite rights to carry out development upon the said Bastu Land and absolute, actual, physical and legal possession of the said Bastu Land for the said Project .
- b. The First Party / Owner / Developer / Vendor herein has lawful rights and requisite approvals from the competent authorities to carry out development of the said Project.
- c. There are no encumbrances upon the said Bastu Land or the said Project. (in case there are any encumbrances on the said Bastu Land, provide details of such encumbrances including any rights, title, interest and name of party in or over such Bastu Land).

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- d. There are no litigations pending before any Court of Law with respect to the said Bastu Land, Project or the said one Flat and said one Under Roof Garage space.
- e. All approval, licenses and permits issued by the competent authorities with respect to the Project, said Bastu Land and the said one Flat and said one Garage space are valid and subsisting the have been obtained by

following due process of law. Further, the First Party / Owner / Developer / Vendor herein has been and shall at all times, remain to the compliance with all applicable laws in relation to the said Project, said Bastu Land, entire Building / Apartment and the said one Flat and said one Under Roof Garage space and common areas.

- a. The First Party / Owner / Developer / Vendor herein has the right to enter into this Agreement For Sale and has not committed or omitted to perform any act or things, where by the right, title and interest of the Second Party / Allottees / Purchasers created herein, may prejudicially be affected.
- b. The First Party / Owner / Developer / Vendor herein 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 Bastu Land, including the said Project and the said one Flat and said one Under Roof Garage space which will, in any manner, affect the rights of the Second Party / Allottees / Purchasers herein under this Agreement

For Sale.

The First Party / Owner / Developer / Vendor herein confirms that the The First Party / Owner / Developer / Vendor herein is not restricted in any manner whatsoever from

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selling the said one Flat and said one Under Roof Garage space to the Second Party / Allottees / Purchasers herein in the manner contemplated in this Agreement For Sale.

At the time of execution of the Deed of Conveyance, the First Party/ Owner / Developer / Vendor herein shall handover lawful, vacant, peaceful physical possession of the said one Flat and said one Under Roof Garage space to the Second Party / Allottees / Purchasers herein

- c. and the common areas to the Association of the all Allottees / Purchasers.
- a. The Schedule-"A" 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-"A" property.
- b. The First Party / Owner / Developer / Vendor herein has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, imposition, premiums, damages and / or penalties and other out goings, whatsoever payable with respect to the said Project to the competent authorities.
- c. No notices from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or the said Project / Property / Bastu Land) has been received by or served upon the First Party / Owner / Developer / Vendor herein in respect of the said Project / Property / Bastu Land.
- d. That the said Project / Property / Bastu Land is not belongs to the Waqf property.

9. Events of Defaults and Consequences:

Subject to the "Force Majeure" clause, the First Party / Owner / Developer Vendor herein shall be considered under a condition of default, in the following events.

- a. The First Party / Owner / Developer / Vendor herein fails to provide ready to move in possession of the said one Flat and said one Under Roof Garage space to the Second Party / Allottees / Purchasers herein within the time period specified. For the purpose of this clause, "ready to move in possession" shall mean that the said Apartment / Project shall be in a habitable condition which is complete in all respect.
- b. Discontinuance of the First Party / Owner's / Developer's / Vendor's business as a Developer on account of suspension or revocation of its registration under the provisions of the Act. or the rules or regulations made there under.

In case of Default by the First Party / Owner / Developer / Vendor herein under the conditions listed above, the Second Party / Allottees / Purchasers herein is entitled to the following :

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

(i) The Second Party / Allottees / Purchasers herein shall have the option of terminating this Agreement For Sale in which case, the First Party / Owner / Developer / Vendor herein shall be liable to refund the entire money paid by the Second Party / Allottees / Purchasers herein under any head whatsoever towards the purchase of the said one Flat and said one Under Roof

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Garage space, along with interest at the rate specified in the rules within 45 days or receiving the termination notice.

Provided that where the Second Party / Allottees / Purchasers herein does not intend to withdraw from the said Project or terminate this Agreement For Sale, they (The Second Party / Allottees / Purchasers herein) shall be paid, by the First Party / Owner / Developer / Vendor herein, interest at the rate specified in the rules, for every month of delay till the handing over of the possession of the said one Flat and said one Under Roof Garage space.

The Second Party / Allottees / Purchasers herein shall be considered under the condition of Default, on the occurrence of the following events :

- (i) In case the Second Party / Allottees / Purchasers herein fails to make payment for 2 (Two) consecutive demands made by the First Party /
 - (ii) Owner / Developer / Vendor herein as per the "Payment Plan" annexed hereto, despite having been issued notice in that regard, the Second Party / Allottees / Purchasers herein shall be liable to pay interest to the First Party
 - (iii)/ Owner / Developer / Vendor herein on the unpaid amount at the rate specified in the rules.
-
- (i) In case of default by the Second Party / Allottees / Purchasers herein under the condition listed above continues for a period beyond consecutive months after notice from the First Party / Owner / Developer / Vendor herein in this regard, the First Party / Owner / Developer / Vendor herein shall cancel the allotment of the said one Flat and said one Under Roof Garage space in favour of the Second Party / Allottees / Purchasers herein and refund the amount money paid to the First Party / Owner / Developer / Vendor herein by the Second Party / Allottees / Purchasers herein after deducting the

booking amount and the interest liabilities and this Agreement For Sale shall there upon stand terminated.

10. **Conveyance of the said one Flat and said one Garage space :**

The First Party / Owner / Developer / Vendor herein, on receipt of complete amount of the total Price of the said one Flat and said one Under Roof Garage space under the Agreement For Sale from the Second Party / Allottees / Purchasers herein shall execute a Deed of Conveyance and convey the title of the said one Flat and said one Under Roof Garage space together with proportionate indivisible shall in the common areas within 3 (Three) months from the issuance of the occupancy certificate. However, in case the Second Party / Allottees / Purchasers herein 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 Second Party / Allottee / Purchasers herein authorized the First Party / Owner / Developer / Vendor herein to withhold registration of the Deed of Conveyance in their (the Second Party / Allottees / Purchasers herein) favour till full and final settlement of all dues and stamp duty, registration charges to the First Party / Owner / Developer / Vendor herein is made by the Second Party / Allottees / Purchasers herein. The Second Party / Allottees / Purchasers herein shall be solely responsible and liable for compliance of the provision of Indian Stamp Act. 1899 including any actions taken or deficiencies / penalties imposed by the authority / authorities.

11. Maintenance of the said entire Building / Apartment / Project :

The First Party / Owner / Developer / Vendor herein shall be responsible to provide and maintain essential service in the said Project till the taking over of the maintenance of the said Project by the Association of the all Allottees/ Purchasers. The such maintenance has been calculated of the each areas.

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 First Party / Owner / Developer / Vendor herein as per this Agreement For Sale relating to such development is brought to the notice of the First Party / Owner / Developer / Vendor herein within a period of 5 (five) years by the Second Party / Allottees / Purchasers herein from the date of handing over possession.

It shall be the duty of the First Party / Owner / Developer / Vendor herein to rectify such defect without further charges within 30 (thirty) days and the event of the First Party / Owner's / Developer's / Vendor's herein failure to rectify such defects within such time, the aggrieved the Second Party / Allottees / Purchasers herein shall be entitled to received appropriate compensation in the manner as provided under the Act.

13. Right the Second Party / Allottees / Purchasers herein to use common areas and facilities subject to payment of total maintenance

charges :

The Second Party / Allottees / Purchasers hereby agrees to purchase the said one Flat and said one Under Roof Garage space on the specific understanding that their (The Second Party / Allottees / Purchasers herein) right to the use of common areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the Association of the Allottees / Purchasers (or the maintenance agency appointed by it) and performance by the Second Party / Allottees / Purchasers herein of all their (the Second Party / Allottees / Purchasers herein) obligation in respect of the terms and conditions specified by the maintenance agency or the Association of the Allottees / Purchasers from time to time.

14. Right to enter of the said entire apartment / building for repairs :

The First Party / Owner / Developer / Vendor herein / maintenance agency / Association of the Allottees / Purchasers shall have rights of unrestricted access of all common areas, open / under roof garages / parking spaces for providing necessary maintenance service and the Second Party / Allottees / Purchasers herein agrees to permit the Association of the Allottees / Purchasers and / or maintenance agency to enter into the said one Flat and said one Under Roof Garage space or part of 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 area : The service areas, if any as located within the "Uttam Enclave", shall be earmarked for purposes such as parking spaces and service including but not limited to electric sub-station, transformer, DG set room, under ground water tanks, pump rooms, maintenance and service rooms, fire fighting pump and equipment's etc. and other permitted uses as per

sanctioned plans. The Second Party / Allottees / Purchasers herein shall be not be permitted to use the services areas and if any manner whatsoever, other then those earmarked as parking spaces and the same shall be reserved for use by the Association of the Allottees / Purchasers formed by the Allottees / Purchasers for rendering mainenance services.

16. General Compliance with Respect to the said entire Apartment / Building :

Subject to clause 12 above, the Second Party / Allottees / Purchasers herein shall after taking possession, be solely responsible to maintain the said one Flat and said one Under Roof Garage space at their (the Second Party / Allottees / Purchasers herein) own cost, in good repair and condition and shall not door suffer to be done anything in or to the said entire Apartment / Building or the said one Flat and said one Under Roof Garage space or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound whichmay be in violation of any laws or rules of any auhtority or change or alter or make additions to the said one Flat and said one Under Roof Garage space and keep the said one Flat and said one Under Roof Garage space it walls and partitions, sewers, drains, pipe and apurtenances thereto or belonging there to, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the said entire Apartment / Building is not in any way damaged or Jeopardized. The Second Party / Allottees / Purchasers herein futher undertakes, assures and guarantees that they (the Second Party / Allottees / Purchasers herein) would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face/facade of the said entire Apartment / Building or anywhere on the exterior of the said Project, Apartment, Building therein or common areas. The Second Party / Allottees / Purchasers herein 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 Second Party / Allottees / Purchasers herein shall not store any hazardous or combustible goods in the said one Flat and said one Under Roof Garage space or place any heavy material in the common passages or staircase of the said entire Apartment / Building. The Second Party / Allottees / Purchasers herein shall also not remove any wall, including the outer and load bearing wall of the said one Flat and said one Under Roof Garage space. The Second Party / Allottees / Purchasers herein shall plan and distribute its electrical load in conformity with the electrical systems installed by the First Party / Owner / Developer / Vendor herein and thereafter the Association of the Allottees / Purchasers and / or maintenance agency apartment by the Association of the Allottees / Purchasers. The Second Party / Allottees / Purchasers herein shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

**17. Compliance of Law, Notifications etc. by The
Second Party / Allottees / Purchasers herein :**

The Second Party / Allottees / Purchasers herein is entering into this Agreement For Sale for the allotment of the said one Flat and said one Under Roof Garage space with the full knowledge of all laws, rules, regulations, notifications applicable to the said Project in general and this Project in particular. That the Second Party / Allottees / Purchasers hereby undertakes that they (the Second Party / Allottee / Purchasers herein) shall comply with and carry out, from time to time after they (the Second Party / Allottees / Purchasers herein) has taken over for occupation and use of the said one Flat and said one Under Roof Garage space, all the requirements, requisitions, demands and repairs which are required by any competent authority in respect of the said one Flat and said one Under Roof Garage space at their (the Second Party / Allottees / Purchasers herein) own cost.

18. Additional Constructions :

The First Party / Owner / Developer / Vendor herein undertake that it

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has no right to make additions or to put up addition structure(s) any where in the said Project after Building plan, vide B.P. No. : 2023010166, dated 12/03/2024, for multistoried Building, which has been approved by the competent authority. Provided the First Party / Owner / Developer / Vendor herein may be make additional structure(s) upon the said Bastu Land which approved of the competent authority.

**19. The First Party / Owner / Developer / Vendor herein
shall not mortgage or create charge :**

After the First Party / Owner / Developer / Vendor herein execute this Agreement For Sale, its shallnot mortgate or create a charges on the said one Flat and said one Under Roof Garage space 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 Second Party / Allottees / Purchasers herein who has taken or agreed to take such of the said one Flat and said one Under Roof Garage space.

20. Apartment ownership Act. :

The First Party / Owner / Developer / Vendor herein has assured the Second Party / Allottees / Purchasers herein that the said Project in its entirely is in accordance with the provisions of the West Bengal Apartment Ownership Act. 1972. The First Party / Owner / Developer / Vendor herein showing compliance of various laws/regulations as applicable in the State of West Bengal.

21. Binding Effect. :

Forwarding the Agreement For Sale to the Second Party / Allottees / Purchasers herein by the First Party / Owner / Developer / Vendor herein does not create a binding obligation on the part of the First Party / Owner / Developer / Vendor herein or the Second Party / Allottees / Purchasers

herein until, firstly, the Second Party / Allottees / Purchasers herein signs and delivers this Agreement For Sale with all the Schedules along with the payment due as stipulated in the "Payment Plan" within 30 (thirty) days from the date of receipt by the Second Party / Allottees / Purchasers herein and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the First Party / Owner / Developer / Vendor herein. If the Second Party / Allottees / Purchasers herein fails to execute and deliver to the First Party / Owner / Developer / Vendor herein this Agreement For Sale within 30 (thirty) days from the date of its receipt by the Second Party / Allottees / Purchasers herein and / or appear before the Registrar / Sub-Registrar / Registrar of Assurances for its registration as and when intimated by the First Party / Owner / Developer / Vendor herein, then the First Party / Owner / Developer / Vendor herein shall serve a notice to the Second Party / Allottees / Purchasers herein for rectifying the default, which if not rectified 30 (thirty) days from the date of its receipt by the Second Party / Allottees / Purchasers herein, application of the Second Party / Allottees / Purchasers herein shall be treated as cancelled and all sums deposited by the Second Party / Allottees / Purchasers herein in connection there with including booking amount shall be returned to the Second Party / Allottees / Purchasers herein without any interest or compensation whatsoever.

22. Entire Agreement For Sale :

This Agreement For Sale, along with its Schedules, constitutes the entire Agreement For Sale 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

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between the Parties in regard to the said one Flat and said one Under Roof Garage space, as the case may be.

23. Right to Amend :

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

24. Provision of this Agreement For Sale applicable on the Second Party / Allottees / Purchasers herein :

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 said Project shall equally be applicable to and enforceable against any subsequent the Second Party / Allottees / Purchasers herein of the said one Flat and said one Under Roof Garage space, in case of transfer, as the said obligation go along with the said one Flat and said one Under Roof Garage space for all intents and purposes.

25. Waiver not a Limitation to Enforce :

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

Failure on the part of the First Party / Owner / Developer / Vendor herein to enforce at any time or for any period of time the Provision hereof

shall not be construed to be a waiver of any provision or of the right there after to enforce each and every provision.

26. Severability :

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

27. Method or Calculation of Proportionate share

wherever referred to in this Agreement For Sale :

Wherever in this Agreement For Sale it is stipulated that the Second Party / Allottees / Purchasers herein has to make any payment, in common with other Allottees / Purchasers in the said Project the same shall be the proportion which the carpet area of the said one Flat and said one Under Roof Garage space bear to the total carpet area of all the flats / garage area in the said Project.

28. Further Assurances :

Both Parties agree that they shall execute, acknowledge and deliver to the otehr 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 provision of this agreement for sale or of any transction contemplated herein or to confirm or perfect any right to be created or transfer hereunder or pursutant any any such transction.

29. Place of Execution :

The execution of this Agreement For Sale shall be complete only upon its execution by the First Party / Owner / Developer / Vendor herein through

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its authorized signatory at the First Party / Owner's / Developer's / Vendor's office or some other place, which may be mutually agreed between the First Party / Owner / Developer / Vendor herein and the Second Party / Allottees / Purchasers herein in Kolkata after this Agreement For Sale is duly executed by the First Party / Owner / Developer / Vendor herein and the Second Party / Allottees / Purchasers herein or simultaneously with the execution the said Agreement For Sale shall be registered at the office of the Sub-Registrar at Sealdah, District : South 24-Parganas. Hence this Agreement For Sale shall be deemed to have been executed at Kolkata.

30. Notices :

That all notices to be served on the Second Party / Allottees / Purchasers herein and the First Party / Owner / Developer / Vendor herein as contemplated by this Agreement For Sale shall be deemed to have been duly served if sent to the Second Party / Allottees / Purchasers herein or the First Party / Owner / Developer / Vendor herein by registered post at their (the Second Party / Allottees / Purchasers herein) respective addresses specified below :

Name of the Second Party / Allottees / Purchasers herein

(1) Sri and (2) Smt.

Address : , P.O. , P.S. , Kolkata -

Name of the First Party / Owner / Developer / Vendor herein ,

M/s. Liberty Real Estate Private Limited

Directors : (1) Sri Uttam Kumar Kundu (2) Sri Gopal Ghosh Office
Address : 157/2A, Acharya Prafulla Chandra Road, First Floor,
Room No. 1B, P.O. Shyambazar, P.S. Shyampukur,
Kolkata-700 004.

It shall be the duty of the Second Party / Allottees / Purchasers herein and the First Party / Owner / Developer / Vendor herein to inform each other of any change in address subsequent to the execution of this Agreement For Sale in the above address by registered post filling which all communications and letters posted at the above address shall be deemed to have been received

by the First Party / Owner / Developer / Vendor herein or the Second Party / Allottees / Purchasers herein as case may be.

31. Joint Allottees / Purchasers :

That in case there are Joint Allottees / Purchasers all communication shall be sent by the First Party / Owner / Developer / Vendor herein to the Second Party / Allottees / Purchasers herein whose name appears first and at the address given by their (the Second Party / Allottees / Purchasers herein) which shall for all intents and purposes to consider as properly served on all the Second Party / Allottees / Purchasers herein.

32. Governing Law :

That the rights and obligation of the Parties under or arising out this Agreement For Sale 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 For Sale, including the interpretation and validity of the terms there of 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 other terms and conditions are as per the contractual understanding between the Parties, however, the additional terms and conditions are not interrogation of or inconsistent with the terms and conditions set out above or the Act. and the rules and regulation made there under).

The Schedule-"A" Above Referred To
(Entire Bastu Land / Property / Premises)

All That piece and parcel of revenue free Bastu Land, containing an area of 03 (Three) Cottahs - 02 (Two) Chattaks-00 (Zero) sq.ft., be the same a little more or less and thereon newly constructed a multistoried building, named : "Uttam Enclave", consisting of several residential Flats, Car Parking Spaces, Shops, Units, having Lift Facilities therein, along with all easements, appurtenances and common rights of the KMC main road on the northern and western side of the said Bastu Land available therein lying, situate at and being Premises No. 12/1A, Kali Kumar Banerjee Lane, P.O. Tala, P.S. Chitpore, Kolkata-700 002, within limits of the Kolkata Municipal Corporation (KMC), under Ward No. 006, vide Assessee No. 11-006-015-0013-3 and District : South 24-Parganas and which is butted and bounded in the following manner :

(There are no any Club, Swimming Pool. Gym and Roof Garden etc) (Road

Zone : Tala Bridge To Paikpara Crossing):

On The North By : Approx. 30'-00" wide Kali Kumar Banerjee Lane

On The South By : Premises No. 13/1, Kali Kumar Banerjee Lane On

The East By : Premises No. 11B, Kali Kumar Banerjee Lane On The

West By : Approx. 30'-00" wide Kali Kumar Banerjee Lane

The Schedule-"B" Above Referred To
(The Said Flat Hereby Intend To Be Sold)

All That a self contained, independent vitrified tiles finished floored, fully residential one Flat (being No.), on the Floor, having carpet area Sq.Ft. (i.e. covered area Sq.Ft., being super built-up area Sq.Ft.) be the same a little more less, along with one Garage Space (being No.) on the Floor, together with proportionate share of Bastu Land, morefully described in the Schedule-"A" mentioned property hereinbefore written of the newly constructed multistoried Building.

**The Schedule -"C" Above Referred To
("Payment Plan" by the Second Party / Allottees / Purchasers)**

The Second Party / Allottees / Purchasers hereby agrees to pay the total consideration amount of Rs. /- (Rupees) only (including CGST and SGST) out of which the Second Party / Allottees / Purchasers herein has already paid a sum of Rs. /- (Rupees) only at or before execution of this Agreement For Sale (which amount the First Party / Owner / Developer / Vendor herein admit and acknowledge to have been received and the balance amount of the said consideration amount shall be paid to the First Party / Owner / Developer / Vendor herein in the proportion in the manner hereinafter appearing —

- | | | |
|---|-----|----|
| 1. On or before signing of this agreement for sale (inclusive of the application), 10% out of the total consideration amount | Rs. | /- |
| 2. On Completion of Foundation work 20% out of the total consideration amount | Rs. | /- |
| 3. On Casting of Ground Floor 20% out of the total consideration amount | Rs. | /- |
| 4. On Casting of First Floor 10% out of the total consideration amount | Rs. | /- |
| 5. On Casting of Second Floor 10% out of the total consideration amount | Rs. | /- |
| 6. On Casting of Third Floor 10% out of the total consideration amount | Rs. | /- |
| 7. On Casting of Fourth Floor 10% out of the total consideration amount | Rs. | /- |
| 8. On Brick and Plaster work of the said flat & garage space 5% out of the total consideration amount | Rs. | /- |
| 9. On Possession or on before execution and registration of Deed of Conveyance of the said Flat and Garage Space 5% out of the total consideration amount | Rs. | /- |

The Schedule-"D" Above Referred To

(The First Party / Owner / Developer / Vendor Herein And The Second Party / Allottees / Purchasers Herein Are Entitled
As Common User Of The Common Areas And The Common Parts Mentioned In The Indenture Shall Include)

- 1) Stair case on all the floors and stair cover room on ultimate roof
- 2) Stair case landing on all the floors.
- 3) Main gate to the said premises and common passage and lobby or mandatory open space surrounding on the ground floor to top floor excepting the other's places on the ground floor.
- 4) Water pump, pump room on the ground floor, underground water tank, main water pipes, overhead water tank on the roof and other common plumbing installations.
- 5) Installation of common service viz. electricity, water pipes, sewerage, rain water pipes.
- 6) Lighting in the common space, passage staircase, including main electric meter fittings.
- 7) Common Electric meter and box.
- 8) Electric wiring meter for lighting stair case, lobby and other common areas (excluding those as the installed for any particular floor) and space required thereto.
- 9) Window, Doors, Grills and other fittings of the common area of the said premises including side space of the said premises.
- 10) Such other common parts areas equipments installation, fixtures, fittings, covered and open space in the said premises of the said proposed multistoried new Building as are necessary for use and occupancy of the units.
- 11) Electrical wiring meters (excluding those are installed for any particulars unit).
- 12) General Common Elements of all appurtenances and facilities and ther items which are not part of the said unit.
 - (a) Entire Bastu Land, morefully described in the Schedule-"A" mentioned property hereinbefore written.
 - (b) All private ways curves, side-walls area of the said premises.

(c) Exterior conduits, utility lines.

(d) Public connection meters, gas, electricity, telephone and water owned by public utility or other agencies providing such services and located outside of the said proposed multistoried new Building.

(e) Exterior lighting and other facilities necessary to the upkeep and safety of the said proposed multistoried new Building.

(f) All elevations including shafts, shaft walls, pump room and apartments facilities.

(g) All other facilities or elements or any improvement outside of the unit but upon the said proposed multistoried new Building which is necessary for or convenient to the existence, management, operation, maintenance and safety of the said proposed multistoried new Building in common use.

(h) The foundation, corridor, lobbies, stairways, entrance and exists path ways, footings, column, girders, beams, supports and exterior walls beyond the said unit side or interior load bearing walls within the said proposed multistoried new Building or concrete floor slab except the roof slab and all concrete ceiling and all staircase in the said proposed multistoried new Building.

(i) Conduits, utility lines, telephone and electrical systems contained within the said proposed multistoried new Building.

(j) The ultimate roof or terrace including structure in the said proposed multistoried new Building will jointly be undivided property among the said First Party / Land Owners / Vendors herein and the other owners as the purchasers herein or other purchasers of different unit subject to limitation, if any to their such right of the said proposed multistoried new Building, the purchasers being entitled to use and enjoy the said ultimate roof or terrace with the said First Party / Owner / Developer / Vendor herein, other purchasers with causing inconvenience to one another.

The Schedule-"E" Above Referred To

**(Common Expenses To Be Borne By The First Party / Owner / Developer / Vendor
Herein And The Second Party / Allottees / Purchasers Herein)**

1) The expenses of administration, maintenance, repair, replacement of the common parts and equipment and accessories common area and facilities including white washing, painting and decorating the exterior portion of the said proposed multistoried new Building, the boundary walls, entrance, the stair case, the landing the gutters, ultimate roof, rainwater pipes, motors pumps, water and gas pipe, electric wirings and installations, sewers, drains and all other common parts, fixtures fittings and equipments, in under or upon the said proposed multistoried new Building enjoyed in common by the purchaser or purchasers of the said proposed multistoried new Building.

2) The cost of cleaning maintaining and lighting the main entrances, passages, landings, stair cases and other parts of the said proposed multistoried new Building as enjoyed or used in common by the occupiers of the said proposed multistoried new Building.

3) Cost and charges of establishment reasonable required for the maintenance of the said proposed multistoried new Building and for watch and watch duty and other incidents costs.

4) The cost of decorating the exterior of the said proposed multistoried new Building.

5) The cost of repairing and maintenance of water pump, all electrical installations and service charges supplies of common utilities.

6) Insurance premium if any for insurance the said proposed multistoried new Building against any damage due to earthquake, fire, lightning, civil commotion etc.

7) The Kolkata Municipal Corporation taxes of the said proposed multistoried new Building, if any and other similar taxes save those separately assessed on the respective Flats, Garage spaces, Office Spaces and Shop Rooms and or prospective purchaser or purchasers of the said First Party / Owner / Developer / Vendor herein shall bear all kinds of rates and taxes.

8) Litigation expenses as may be necessary for protecting the right, title and possession to the Bastu Land and the said proposed multistoried new Building.

9) Such other expenses as are necessary or incidental for the maintenance, Govt duties and up-keepment of the said proposed multistoried new Building as may be determined by the Flats / Garages Owners Association.

The Schedule-"F" Above Aeferred To

**(The Guidance Respecting Possission And/Or User Of The Said Unit
Inter-Alia Shall Include The Impositions And Restriction As Under)**

- 1) Not to carry on or permit to be carried on upon the said proposed multistoried new Building / unit any offensive or unlawful activities illegal or forbidden under any law for the time being in force.
- 2) Not to demolish or cause to be demolished or damaged the said proposed multistoried new Building / unit or any part thereof.
- 3) Not to do or permit to be done any act deed or thing which may render void or void-able any insurance of any Flats / Garages or any part thereof or cause any increase in premium payable in respect thereof.
- 4) Not to claim division or partition of the said Bastu Land and / or the said proposed multistoried new Building thereon and common areas within the same.
- 5) Not to decorate the exterior of the said unit which may affect the other Flats / Garages owners within the said proposed multistoried new Building or the structure thereof, in any manner whatsoever.
- 6) Not throw or accumulate in the said proposed multistoried new Building / unit or any portion of the said proposed multistoried new Building / unit the same.
- 7) Not to paint outer walls or portion or common walls or portions of the said proposed multistoried new Building, exclusive of the getup thereof.
- 8) The purchasers of the said proposed new multistoried Building / unit together with other purchasers or other units shall must have abide by obligations for guidance of members or maintenance, safety and security of the said proposed multistoried new Building or otherwise as shall be necessary in the interest thereof.
- 9) Not to encroach any common portion of the said proposed multistoried new Building as aforesaid, nor to obstruct, jeopardize the user thereof and nor to encumber any of such portion in any manner whatsoever.
10. Electrical : Concealed installation of electric pipes and wire and box in the wall of the all flats. The Second Party / Allottee / Purchaser herein will have to arrange the installation of their own electric meter.
11. Water Supply : Underground reservoir and overhead water tank shall be made for 24 hours water supply by common water pump, which is fix in the ground floor.

The Schedule-"G" Above Referred To
(Specification Of Work)

Construction to be made and fitting and fixtures to be installed and provided in the said proposed multistoried new Building shall be standard or ISI marked quality and according to the plan and advice of the Architect / Engineer and includes the following :

1. Foundation : The foundation shall be reinforced cement, concrete as per design, by the L.B.S. Engineer and any appropriate authorities. The Cement will be used like (ACC / Ambuja / Laffarge / Ultratech)

2. Super Structure : The Super Structure of the said proposed multistoried new Building shall have reinforce cement, concrete framed structure with reinforced cement, concrete columns, beams and slabs.

3. Wall : Wall of the said proposed multistoried new Building shall be 8 inches thick brick walls on the external face and 3 inches thick brick partition internal walls and the said walls will be finished by putty of good quality.

4. Finishes : All internal surfaces to be plastered with cement, sand and will be finished by putty, All external wall to be plastered with cement, sand and the said walls will be finished by colour of standard or ISI marked quality.

5. Flooring : Flooring inside the all flats shall be of vitrified tiles, flooring in the stair case and lobby shall also be vitrified tiles.

6. Doors : All the door frames shall be of sal woods and the door shutters will be of flush doors.

7. Window : Alluminium sliding windows, Iron grill with colour glass.

8. Kitchen : Kitchen shall have cooking platform of black stone make with steel sink attached, ceramic tiles of standard quality shall be provided on the walls up to a height of 7 feet from the floor. All plumbing items and fittings in the kitchen shall be standard or ISI marked quality.

9. Toilet : Toilet shall have concealed water line facility. All plumbing items and fittings in the toilets shall be standard or ISI marked quality. Ceramic tiles of standard quality shall be provided on the walls up to a height of 7 feet from the floor.

10. Electrical : Concealed installation of electric pipes and wire and box in the wall of the all flats. The Second Party / Allottees / Purchasers herein will have to arrange the installation of their own electric meter.

11. Water Supply : Underground reservoir and overhead water tank shall be made for 24 hours water supply by common water pump, which is fix in the ground floor.

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In Witnesses Whereof parties hereinabove named have set their respective hands and signed this Agreement For Sale, at Kolkata in the presence of attesting witnesses, signing as such on the day first above written.

Signed And Delivered By
The First Party / Owner / Developer / Vendor
In The Presence Of

For, M/s. Liberty Real Estate Private Limited

Director Director

(Sri Uttam Kumar Kundu/Sri Gopal Ghosh)
—Signature of the First Party/Owner/ Developer / Vendor—

Signed And Delivered By
The Second Party / Allottees /
Purchasers In The Presence Of

1.

2.

(Sri)
(Smt)
—Signature of the Second Party/Allottees / Purchasers—

Drafted By Me.

Typed By Me,

(Miss. Suparna Paul) D/o.
Sri Sukamal Paul Occupation :
Private Service
Address : 157/2A, A.P.C. Road
P.O. Shyambazar, P.S. Shyampukur
Kolkata-700 004

(Kazi Tozammel Hossain)
-Advocate-
Sealdah Civil Court
Enrolment No. F-165/176 of 1995
Kolkata-700 014

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Memo of Earnest / Advance Money

Received of and from the within named Second Party / Allottees /
Purchasers herein, the within mentioned sum of Rs. /- (Rupees
) only, as and by way of earnest / advance money against this Agreement
For Sale in the manner as follows :-

1.

Total amounting of Rs.

Witnesses :

For, M/s. Liberty Real Estate Private Limited

Director

Director

(Sri Uttam Kumar Kundu/Sri Gopal Ghosh)

—Signature of the First Party/Owner/ Developer / Vendor—

PHOTO PEST AND FINGER IMPRESSION SHEET NOS. 1 OF 2

<div style="border: 1px solid black; width: 150px; height: 100px; margin: 0 auto;"></div> <div style="text-align: right; margin-top: 10px;">LEFT HAND</div>	Small Finger	Ring Finger	Middle Finger	Indication Finger	Thumb Finger
	Thumb Finger	Indication Finger	Middle Finger	Ring Finger	Small Finger
<p style="text-align: center;">For, M/s. Liberty Real Estate Private Limited</p> <div style="text-align: right; margin-top: 20px;"> <u>Director</u> (Sri Uttam Kumar Kundu) —Signature of the First Party/Owner/ Developer /Vendor— </div>	RIGHT HAND				

<div style="border: 1px solid black; width: 150px; height: 100px; margin: 0 auto;"></div> <div style="text-align: right; margin-top: 10px;">LEFT HAND</div>	Small Finger	Ring Finger	Middle Finger	Indication Finger	Thumb Finger
	Thumb Finger	Indication Finger	Middle Finger	Ring Finger	Small Finger
<p style="text-align: center;">For, M/s. Liberty Real Estate Private Limited</p> <div style="text-align: right; margin-top: 20px;"> <u>Director</u> (Sri Gopal Ghosh) —Signature of the First Party/Owner/ Developer /Vendor— </div>	RIGHT HAND				

PHOTO PEST AND FINGER IMPRESSION SHEET NOS. 2 OF 2

<div style="border: 1px solid black; width: 100px; height: 100px; margin: 0 auto;"></div>	LEFT HAND	Small Finger	Ring Finger	Middle Finger	Indication Finger	Thumb Finger
	Thumb Finger	Indication Finger	Middle Finger	Ring Finger	Small Finger	
<div style="border: 1px solid black; width: 100px; height: 100px; margin: 0 auto;"></div>	RIGHT HAND					
<div style="border-bottom: 1px solid black; width: 100%;"></div> (Sri) —Signature of the Seconed Party / Purchaser—						

<div style="border: 1px solid black; width: 100px; height: 100px; margin: 0 auto;"></div>	LEFT HAND	Small Finger	Ring Finger	Middle Finger	Indication Finger	Thumb Finger
	Thumb Finger	Indication Finger	Middle Finger	Ring Finger	Small Finger	
<div style="border: 1px solid black; width: 100px; height: 100px; margin: 0 auto;"></div>	RIGHT HAND					
<div style="border-bottom: 1px solid black; width: 100%;"></div> (Sri) —Signature of the Seconed Party / Purchaser—						