

AGREEMENT FOR SALE

THIS **AGREEMENT FOR SALE** (hereinafter referred as "**Agreement**") executed on this _____ day of _____, (Two Thousand and Twenty _____) 202____.

BY AND BETWEEN

(1) LOKENATH LEATHER (PAN: AABFL1209K) (GSTIN: 19AABFL1209K1ZF) a partnership firm constituted under the Indian Partnership Act, 1932, having its registered office at 6/2D, Rani Rashmani Garden Lane, P.O. - _____, P.S. - Tangra, District -South 24 Parganas, PIN – 700015, West Bengal, India duly represented by its partner/(s) namely **(A) SRI BHARMHA PADA SARKHEL (PAN: AKLPS4309R) (AADHAAR NO. 7709-1590-1077)** son of Late Biswanath Sarkhel, by Faith Hindu, by occupation – Business, by Nationality – Indian, residing at 4B, T-3, HIG, Greenfield Ambition, Action Area – 2D, Post Office – Hatiara, Police Station – Narayanpur (earlier Baguiati), Dist. – North 24 Parganas, PIN – 700157, West Bengal, India, **(B) SRI BASUDEV DEY (PAN : ADVPD0734E) (AADHAAR NO. 5422-6629-4972)** son of Ranada Prasad Dey, by Faith – Hindu, by occupation – Business, by Nationality – Indian, residing at Village – Ramkrishna Pally, Post Office – Batanagar, Police Station: Maheshtala, Dist.: - South 24 Parganas, PIN – 700140, West Bengal, India & **(C) SRI TAPAS CHANDA (PAN: ACSPC7585L) (AADHAAR NO. 9298-3002-2794)** son of Late Soubhagya Sarkhel, by Faith Hindu, by occupation – Business, by Nationality – Indian, residing at 6/2D, Rani Rashmoni Garden Lane, Post Office – Tangra, Police Station – Tangra, Dist. – South 24 Parganas, PIN – 700015, West Bengal by virtue a **"partner's resolution"** on dated _____, **(2) SRI BHARMHA PADA SARKHEL (PAN: AKLPS4309R) (AADHAAR NO. 7709-1590-1077)** son of Late Biswanath Sarkhel, by Faith Hindu, by occupation – Business, by Nationality – Indian, residing at 4B, T-3, HIG, Greenfield Ambition, Action Area – 2D, Post Office – Hatiara, Police Station – Narayanpur(earlier Baguiati), Dist. – North 24 Parganas, PIN – 700157, West Bengal, India, **(3) SRI TAPAS CHANDA (PAN: ACSPC7585L) (AADHAAR NO. 9298-3002-2794)** son of Late Soubhagya Sarkhel, by Faith Hindu, by occupation – Business, by Nationality – Indian, residing at 6/2D, Rani Rashmoni Garden Lane, Post Office – Tangra, Police Station – Tangra, Dist. – South 24 Parganas, PIN – 700015, West Bengal, **(4) SRI BASUDEV DEY (PAN : ADVPD0734E) (AADHAAR NO. 5422-6629-4972)** son of Ranada Prasad Dey, by Faith – Hindu, by occupation – Business, by Nationality – Indian, residing at Village – Ramkrishna Pally, Post Office – Batanagar, Police Station: Maheshtala, Dist.: - South 24 Parganas, PIN – 700140, West Bengal, India and **(5) SMT. APARAJITA SARKHEL (PAN : BQSPS9508N) (AADHAAR NO. 6518-0411-8143)** wife of Mr. Brahama Pada Sarkhel, by Faith – Hindu, by occupation – Business, by Nationality – Indian, residing at 4B, T-3, HIG, Greenfield Ambition, Action Area – 2D, Post Office – Hatiara, Police Station – Narayanpur(earlier Baguiati), Dist. – North 24 Parganas, PIN – 700157, West Bengal, India, hereinafter collectively referred to as the **"VENDORS"**, (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include each of them and their legal heirs, successors-in-interest and/or permitted assigns, authorized agents or any other person) all being represented by their Constituted Attorney, **NEEL INFRA PROJECTS PRIVATE LIMITED (CIN: [U68200WB2023PTC261453](#)), (PAN-[AAICN8345E](#))**, a Company incorporated under the provisions of the Companies Act, 1956 and having its registered office at C/O Arup Kumar Samadder Panchanantala Road, Ward No. 21, Post Office : Natagarh, Police Station: Ghola, Pin-700113, District North 24 Parganas, being represented by its Director, **SRI SOURAV MITRA (PAN: BRKPM1857K), (AADHAAR NO: 8221-3021-4456)**, son of Late Dipak Mitra, by nationality Indian, by faith Hindu, by occupation Business, residing at 704 Gouranga Nagar, C.R. Road, Post Office: Natagarh, Police Station: Ghola, District: North 24 Parganas, Pin : 700113 appointed vide Development Agreement Cum Power of

Attorney dated 04.05.2024 registered in the Office of the A.R.A. – I, Kolkata, West Bengal and recorded in Book - I, Volume No. 1901-2024, at Pages 156401 to 156438, being No. 190103912 for the year 2024; of the **FIRST PART**.

AND

NEEL INFRA PROJECTS PRIVATE LIMITED (CIN: [U68200WB2023PTC261453](#)), (PAN-AAICN8345E), a Company incorporated under the provisions of the Companies Act, 1956 and having its registered office at C/O Arup Kumar Samadder Panchanantala Road, Ward No. 21, Post Office : Natagarh, Police Station: Ghola, Pin-700113, District North 24 Parganas, being represented by its Director, **SRI SOURAV MITRA (PAN: BRKPM1857K), (AADHAAR NO: 8221-3021-4456)**, son of Late Dipak Mitra, by nationality Indian, by faith Hindu, by occupation Business, residing at 704 Gouranga Nagar, C.R. Road, Post Office: Natagarh, Police Station: Ghola, District: North 24 Parganas, Pin : 700113, hereinafter called and referred to as the **"VENDOR/PROMOTER"** (which expression shall unless repugnant to the context or meaning thereof shall include its successors-in-interest and/or permitted assigns) of the **SECOND PART**;

AND

[If the Allottee is a company]

_____, (PAN: __) (CIN no. _____) a company incorporated under the provisions of the Companies Act, 1956 or the Companies Act, 2013, as the case may be, having its registered office at _____, represented by its authorized signatory MR./MRS. _____, (PAN: __) (Aadhaar no.: _____), duly Authorized vide board resolution dated _____, hereinafter referred to as the **"Allottee"** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns).

[OR]

[If the Allottee is a Partnership]

_____, (PAN:____) a partnership firm registered under the Indian Partnership Act, 1932 having its principal place of business at _____, P.O.: __, P.S.: _____, represented by its authorized partner Mr./Mrs. _____, (PAN: _____) (Aadhaar no.: _____) residing at _____, P.O.: __, P.S.: _____, duly authorized vide hereinafter referred to as the **"Allottee"** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs,executors and administrators of the last surviving partner and his/her/their assigns) .

[OR]

[If the Allottee is a HUF]

_____(PAN_____), a HUF registered under the laws being incorporated in India being represent by the Karta Namely Mr.

_____ (PAN: _____) (Aadhaar no. ____) son of _____, aged about for self and as the Karta of the Hindu Joint Mitakshara Family known as HUF, having its place of business / residence at _____, P.O.: __, P.S.: _____, hereinafter referred to as the "**Allottee**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns), of the **THIRD PART**.

(Please insert details of other Allottee(s) in case of more than one Allottee)

WHEREAS:

- A. **WHEREAS** the Vendors and the Vendor Cum Promoter Cum Developer herein are entitled to altogether a land measuring about **226** decimals, more or less, the joint and absolute owners in respect of the **SCHEDULE PROPERTY**, morefully Described in the **Part-I** of the **SCHEDULE PROPERTY** hereunder, which the Vendors have acquired right, title and interest thereof in the manner contemplated in the 'Devolution of Title' in respect of the Schedule Property, morefully described in the **SECOND SCHEDULE** hereto.
- B. Other than the Said sechedule Land, the Owners as well as the Vendor Cum Promoter Cum Developer are in the process of adding new parcels of land in the adjoining area where they intend to develop a ROW-BUNGALOW/Building/Housing Complex more fully described in **Part-II** of the **SCHEDULE PROPERTY**. After addition the present area of the Said Entire ROW-BUNGALOW/Building/Housing Complex will increase and the Allottee has no objection to such increase in the area of the Said Land. The Allottee further agrees to allow and hereby gives his consent to the Vendor Cum Promoter Cum Developer for modification of plan to incorporate such Land already purchased and/or to be purchased and/or the constructions to be made thereon and also sharing of common amenities, facilities, services amongst each other. Vendor Cum Promoter Cum Developer will also create few more facilities in the future development defined hereinafter which will also be shared by Allottees of all phases.
- C. That the present Vendors being seized, possessed and sufficiently entitled to the Schedule Property, intended to develop and commercially exploit the same and in such regard appointed the Promoter, to erect and construct an integrated development consisting of residential housing complex, commercial units together with open and covered car parking spaces therein (hereinafter referred as "**Said Project**") upon the Schedule Property by using and deploying necessary men, materials and labour by obtaining necessary building plan sanctioned from the concerned authority.
- D. The Promoter has entered into (i) Development Agreement cum Power of Attorney dated 04th May 2024 registered in the Office of A.R.A. – I, Kolkata, West Bengal

and recorded in Book - I, Volume No. 1901-2024, at Pages 156401 to 156438, being Deed No. 190103912 for the year 2024, (ii) Development Agreement cum Power of Attorney dated 04th May 2024 registered in the Office of A.R.A. - I, Kolkata, West Bengal and recorded in Book - I, Volume No. 1901-2024, at Pages 156439 to 156475, being Deed No. 190103913 for the year 2024, (iii) Development Agreement cum Power of Attorney dated 04th May 2024 registered in the Office of A.R.A. - I, Kolkata, West Bengal and recorded in Book - I, Volume No. 1901-2024, at Pages 156476 to 156511, being Deed No. 190103914 for the year 2024, (iv) Development Agreement cum Power of Attorney dated 04th May 2024 registered in the Office of A.R.A. - I, Kolkata, West Bengal and recorded in Book - I, Volume No. 1901-2024, at Pages 156512 to 156549, being Deed No. 190103915 for the year 2024 and (v) Development Agreement cum Power of Attorney dated 04th May 2024 registered in the Office of A.R.A. - I, Kolkata, West Bengal and recorded in Book - I, Volume No. 1901-2024, at Pages 156571 to 156607, being Deed No. 190103917 for the year 2024 (hereinafter referred as the "**Said Development Agreements**") with the said Vendors for residential housing complex consisting of different phases and also consisting of several blocks therein, each of such blocks consisting of independent self-contained residential Row House / ROW-BUNGALOWs, car parking spaces, units along with open areas with common areas and amenities therein under the name and style of "**MOKSHAAH**" (hereinafter referred as the "**Project**") for the consideration and subject to the terms and conditions contained therein.

- E. The Promoter may negotiate for purchase of additional and/or further land adjacent to and/or situated in contiguity of the Schedule Property (hereinafter referred as the "**ADDED AREA**"). The Added Area, as and when purchased from time to time, shall also be developed by the Promoter along with the Schedule Property and the said Added Area, when so developed, shall form part of a common integrated development along with the existing Schedule Property.
- F. The common areas of the Project, inter alia, will have amenities and facilities, some of which are situated within Schedule Property being constructed/having been constructed and the others are to be situated in other parts of the Project and/or the Project to be built in the different phases of the Project on the Schedule Property, all of which, however, (irrespective of the location thereof and the phase(s) in which they will be constructed) are/would be earmarked and/or meant to be used in common by all the Allottee of the said Project, in due course, as and when they are available for use and enjoyment, depending upon the progress of the construction and development of the Project on the Schedule Property, as the case may be. The details of the common areas available for use in common by all the Allottee of the Project are given in **PART-I** of the **THIRD SCHEDULE** hereunder written (collectively the "**COMMON AREAS**").
- G. The Promoter caused a plan of the Project prepared by the architects so appointed by them, presently for the construction only of the Project and got the said plan sanctioned vide Building Plan Approved No. 710/RPS dated 02.05.2025 from the concerned authority of the Office of the Rajarhat Panchayet Samity (hereinafter referred as the "**SAID PLAN**").

- H. Under the (i) Development Agreement cum Power of Attorney dated 04th May 2024 registered in the Office of A.R.A. – I, Kolkata, West Bengal and recorded in Book - I, Volume No. 1901-2024, at Pages 156401 to 156438, being Deed No. 190103912 for the year 2024, (ii) Development Agreement cum Power of Attorney dated 04th May 2024 registered in the Office of A.R.A. – I, Kolkata, West Bengal and recorded in Book - I, Volume No. 1901-2024, at Pages 156439 to 156475, being Deed No. 190103913 for the year 2024, (iii) Development Agreement cum Power of Attorney dated 04th May 2024 registered in the Office of A.R.A. – I, Kolkata, West Bengal and recorded in Book - I, Volume No. 1901-2024, at Pages 156476 to 156511, being Deed No. 190103914 for the year 2024, (iv) Development Agreement cum Power of Attorney dated 04th May 2024 registered in the Office of A.R.A. – I, Kolkata, West Bengal and recorded in Book - I, Volume No. 1901-2024, at Pages 156512 to 156549, being Deed No. 190103915 for the year 2024 and (v) Development Agreement cum Power of Attorney dated 04th May 2024 registered in the Office of A.R.A. – I, Kolkata, West Bengal and recorded in Book - I, Volume No. 1901-2024, at Pages 156571 to 156607, being Deed No. 190103917 for the year 2024, entered between the Vendors herein, for the property which more fully described in the **FIRST SCHEDULE** hereunder, shall be developed and the Promoter has been yet to be constructed nos. of buildings / blocks therein, total 55 nos. of self-contained independent Row House along by the Promoter and with 55 numbers of parking spaces along with the proportionate shares within the subjected property.
- I. The Promoter shall take up construction and development of other phases of construction of the Subjected Project on the **SCHEDULE PROPERTY** in due course as per the Said Plan and/or as per further plans to be sanctioned in due course.
- J. The Promoter has registered the _____ as a “Real Estate Project” under the provisions of the Act with the Real Estate Regulatory Authority at Kolkata being Registration No. _____ dated _____.
- K. The Allottee has applied for allotment of an Row House in the Project vide Customer ID/Booking ID No. ___, dated ___ and ___ have been allotted No. ___, Row houses, measuring a carpet area of _____(_____) square feet, more or less, more or less and corresponding to built-up area about _____- square feet, along with open Garden attached to the proportionate unit measuring _____ square feet, which included within the built up area of the ROW-BUNGALOW along with a Terrace measuring about _____square feet, more or less (hereinafter referred as the “**ROW-BUNGALOW/ROW HOUSE**”), **TOGETHER WITH** right to park medium sized **motor car**, in the ground floor or _____ on the _____floor or the mechanical or stack parking or at the open space of the surrounded area of the building within the residential housing complex/project named “**MOKSHAHH**” together with pro-rata share in the Common Areas of the entire Project, which Common Areas is defined in **PART-I** of the **THIRD SCHEDULE** hereunder written and/or as defined under clause (m) of Section 2 of the Act to the extent applicable to the Project (morefully described in the **FOURTH SCHEDULE** hereunder written and collectively the said “**ROW-BUNGALOW/ROW HOUSE**”) and a floor plan showing the Row House /ROW-

BUNGALOW in "_____ " border thereon is annexed hereto and marked as "**ANNEXURE-A**".

- L. The Parties have gone through all the terms and conditions set-out in this Agreement and have understood the mutual rights and obligations detailed herein.
- M. The Parties hereby confirm that they are signing this Agreement with full knowledge of all laws, the Act, rules, regulations, notifications, etc., applicable to the Project including the phase(s) consisting in the Project to which this Agreement relates.
- N. The Parties have clearly understood that registration of this agreement is mandatory as prescribed under the provisions of Section 13(1) of the Act and the Parties will comply with this mandatory requirement. In case of failure and/or non-compliance of this mandatory requirement by the Parties or any of them, then, and in such event, this Agreement shall be deemed to have been cancelled and the consequences arising out there from as mentioned elsewhere in this Agreement will follow.
- O. The Allottee has been made aware and have unconditionally agreed that the Allottee of Row House / ROW-BUNGALOWs in other phases of the entire Project shall also have complete and unhindered access to all Common Areas, as morefully described in **Part-I of the THIRD SCHEDULE** hereunder written as also to all amenities and facilities of the Project which are meant or allowed by the Promoter for use and enjoyment by such other co-Vendors and/or third parties, as the case may be.
- P. 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;
- Q. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the said Row House/ ROW-BUNGALOW, as specified in para "G" above in the manner mentioned below.

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

- 1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agree to sell to the Allottee and the Allottee hereby agrees to purchase, the said Row House / ROW-BUNGALOW as more fully described in the **FOURTH SCHEDULE** herein below.

- 1.2 The Total Price for the Row House/ROW-BUNGALOW based on the carpet area of the Row House / ROW-BUNGALOW is **Rs. _____/- (Rupees _____) only** as per the details given in **Part-I** of the **FIFTH SCHEDULE** hereunder written.

1.3.1 In addition to the aforesaid Total Price, the following charges shall be paid at actual/or as mentioned by the Promoter as per payment schedule:

- (a) Cost of Electric Meter;
- (b) Stamp Duty/Registration Charges/Commissioning charges and other Incidental Expenses;
- (c) Installation of DG for generator backup
- (d) Legal charges
- (e) CAM charges till the handover of the project.

1.3.2 The Total Price is subject to the following explanations:

- (i) The Total Price above includes the booking amount (being 10% of the Total Unit Price plus applicable Taxes) paid by the Allottee to the Promoter towards the Row House / ROW-BUNGALOW.
- (ii) The Total Price above includes taxes (consisting of tax paid or payable by the Promoter, as applicable, by way of Goods and Services Tax and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter, (by whatever name called) up to the date of handing over the possession of the Row House / ROW-BUNGALOW to the Allottee and the Project to the Association of Allottees after obtaining the completion certificate.

Provided that in case there is any change/modification in the taxes, the subsequent amount payable by the Allottee to the Promoter shall be modified based on such change / modification.

- (iii) The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment within 15 (fifteen) days from the date of such written intimation. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective.
- (iv) The Total Price of Row House/ ROW-BUNGALOW includes recovery of price of land, cost of construction of not only the Row House / ROW-BUNGALOW but also the Common Areas, internal development charges, external development charges, taxes, cost of providing electrical wiring, electrical connectivity to the Row House / ROW-BUNGALOW, lift, water line and plumbing, tiles, doors, windows, fire detection and fire-fighting equipments, any other deposits and other charges as mentioned in Clause 1.2 above and includes cost for providing all other facilities, amenities and specifications to be provided within the Row House/ ROW-BUNGALOW and the Project.

- (v) The Total Price may include preferential location charges if applicable
- 1.3 The Allottee shall make the payment to the Promoter as per the payment plan set out in **Part-II** of the **FIFTH SCHEDULE** hereto (the "**PAYMENT PLAN**").
 - 1.4 It is agreed that the Promoter shall not make any additions and/or alterations in the sanctioned plan of the Project, lay-out plans and specifications and the nature of fixtures, fittings and amenities described herein in **Part-II** of **THIRD SCHEDULE** herein (which shall be in conformity with the advertisement, prospects etc. on the basis of which sale is effected) in respect of the Row House/ ROW-BUNGALOW without the previous written consent of the Allottee, as per the provisions of the Act, provided that, the Promoter may make such minor additions or alterations, as may be required by the Allottee provided such minor changes or alteration are as per the provisions of the Act.
 - 1.5 The Promoter shall confirm to the Allottee the final carpet area of the Row House / ROW-BUNGALOW that has been allotted to the Allottee after the construction of the Building in which the Row House / ROW-BUNGALOW is situated is complete and the occupancy certificate (or such other certificate by whatever name called is issued by the competent authority) is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The Total Price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area, then the Promoter shall refund the excess money paid by the Allottee within 45 (forty five) days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is an increase in the carpet area, which is not more than three percent of the carpet area of the Row House / ROW-BUNGALOW allotted to the Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in **PART-II** of the **FIFTH SCHEDULE**. All these monetary adjustments shall be made at the same rate per square feet as agreed in Para 1.2 of this Agreement.
 - 1.6 Subject to Para 10.3 below the Promoter agree and acknowledge, that the Allottee shall have the right to the Row House / ROW-BUNGALOW as mentioned below:
 - 1.9.1 The Allottee shall have exclusive ownership of the Row House / ROW-BUNGALOW;

- 1.9.2 The Allottee shall also have undivided proportionate share in the Common Areas. Since the share/interest of the Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use all Common Areas along with other Allottee, other staff etc. of the Project, without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall hand over the Common Areas to the Association of Allottees after duly obtaining the completion certificate from the competent authority as provided in the Act.
- 1.9.3 The computation of the price of the Row House / ROW-BUNGALOW also includes the cost of the car parking, as the case may be, if any, allotted to the Allottee by the Promoter and as so mentioned in the **FOURTH SCHEDULE** hereto.
- 1.7 It is made clear by the Promoter and the Allottee agrees that the Row House / ROW-BUNGALOW (along with the parking, as the case may be, if any, allotted to the Allottee by the Promoter and as so mentioned in the **FOURTH SCHEDULE** hereto) shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent self-contained

Project covering the Schedule Property and/or the additions made thereto 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 the Project's facilities and amenities shall be available only for use and enjoyment of the Allottee (including the Allottee herein) of the Project.

- 1.8 It is understood by the Allottee that all other areas and i.e. areas and facilities falling outside the Project, namely "**MOKSHAAH**" 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.
- 1.9 The Promoter agree to pay all outgoing before transferring the physical possession of the Row House / ROW-BUNGALOWs to the Allottee, which the Promoter has collected from the Allottee (including the Allottee herein) for the payment of outgoings (including land cost, ground rent, panchayet or other local taxes, charges for water or electricity, other charges, including mortgage loan and interest on mortgages or other encumbrances, and such other liabilities payable to competent authorities, banks(s) and financial institutions which are related to the Project). If the Promoter fails to pay all or any of the outgoings collected from the Allottee, (including the Allottee herein) or any liability, mortgage loan and interest thereon before transferring the Row House / ROW-BUNGALOWs respectively to the Allottee, then, and in such event, the Promoter agrees to be liable, even after the transfer of the Row House / ROW-BUNGALOW, 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 proceeding which may be taken therefore by such authority or person.
- 1.10 The Allottee, has paid a sum of **Rs. _____/- (Rupees _____Only)** towards part payment of the Total Price of the Row House / ROW-BUNGALOW, which includes booking amount i.e. 10% of the Total Unit Price of the Row House / ROW-BUNGALOW inclusive of applicable taxes, the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Row House / ROW-BUNGALOW as prescribed in the Payment Plan (**Part- II** of the **FIFTH SCHEDULE** hereunder written) as may be demanded by the Promoter within the time and in the manner specified therein.

Provided that if the Allottee delays in payment towards any amount, which is payable, the Allottee shall be liable to pay interest at the rate prescribed in the Rules.

2. MODE OF PAYMENT:

- 2.1 Subject to the terms of the Agreement, the Allottee shall make all payments and the Promoter abiding by the construction milestones, on written demand/e-mail by the Promoter, within the stipulated time as mentioned in the Payment Plan or otherwise, through account payee cheque/ demand draft/banker's cheque or

online payment (as applicable) in favour of **NEEL INFRA PROJECTS PRIVATE LIMITED** payable at Kolkata or in the manner mentioned in the said demand/email. Outstation cheques shall not be accepted.

3. COMPLIANCE OF LAW RELATING TO REMITTANCES:

- 3.1 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, 1934 and the Rules 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 Promoter with such permission, approvals which would enable the Promoter to fulfil its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on Allottee' part to comply with the applicable guidelines issued by the Reserve Bank of India, the Allottee may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.
- 3.2 The Promoter accept no responsibility in regard to matters specified in para 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said Row House / ROW-BUNGALOW applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

The Allottee authorizes the Promoter to adjust/appropriate all payments made by the Allottee under any head(s) of dues against lawful outstanding of the Allottee against the Row House / ROW-BUNGALOW, if any, in the Allottee' name and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

5. TIME IS ESSENCE:

The Promoter shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the Row House / ROW-BUNGALOW to the Allottee and the Common Areas to the Association of Allottees or the competent authority, as the case may be. The Common Areas, amenities and facilities of the said

Project, however, will be handed over only upon completion of the full Project in due course of time.

6. CONSTRUCTION OF THE PROJECT/ROW HOUSE / ROW-BUNGALOW:

The Allottee has seen and accepted the proposed layout plan of the Row House / ROW-BUNGALOW and also the floor plan as also shown in plan delineated hereunder **Annexure-A** to the specifications, amenities and facilities of the Row House / ROW-BUNGALOW/Project as mentioned in the **Part II** of the **THIRD SCHEDULE** hereto and have accepted the same which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities. Subject to the terms of this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the concerned authority (ies) and shall not have an option to make any variation / alteration /modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE ROW HOUSE / ROW-BUNGALOW:

- 7.1 Schedule for Possession of the Row House / ROW-BUNGALOW** - The Promoter agrees and understands that timely delivery of possession of the Said Row House / ROW-BUNGALOW is the essence of the Agreement. The Promoter assures to handover possession of the Said Row House / ROW-BUNGALOW based on the approved plans and specification, assures of the respective phases of the Said Complex in place on or before 01.05.2030 with a grace period upto 06 (six) months, unless there is delay or failure due to war, flood, drought, fire, cyclone, epidemic, complete or partial lockdown, earthquake or any other calamity caused by nature affecting the regular development of the real estate project, insurrection, civil unrest, any rule or notification of the Government or any other public authority or any Act of Government such as change in legislation or enactment of new law, restrictive Governmental laws or regulations (the "**FORCE MAJEURE**"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Row House / ROW-BUNGALOW, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the Said-Project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 days from that date. The Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agreed that he/ she shall not have any rights, claims etc. against the Promoter and the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

- 7.2 **Procedure for taking Possession** - The Promoter, upon obtaining the occupancy certificate (or such other certificate by whatever name called issued by the competent authority) from the competent authority shall within a maximum period of fifteen days from such date (the "**NOTICE OF POSSESSION**") offer in writing the possession of the Row House / ROW-BUNGALOW, to the Allottee in terms of this Agreement by sending the notice of such offer by speed post/e-mail calling upon the Allottee to take possession of the Row House / ROW-BUNGALOW within a maximum of Ninety days from the date of receipt of the said Notice of Possession by the Allottee (the "**POSSESSION DATE**"). Provided that the conveyance deed of the Row House / ROW-BUNGALOW in favor of the Allottee shall be executed and registered by the Promoter (subject, however, to the Allottee making all payments as mentioned in the **FIFTH SCHEDULE** hereto and taking possession of the Row House / ROW-BUNGALOW in terms of the Notice of Possession and making payment of the stamp duty, registration charges and legal charges & expenses to the Promoter as per requisition of the Promoter) within three months from the date of issue of occupancy certificate (or such other certificate by whatever name called issued by the competent authority) as provided by the relevant laws in West Bengal. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on the part of the Promoter. The Allottee, after taking possession, agree(s) to pay the all other charges as determined by the Promoter/Association of Allottees, as the case may be after the issuance of the occupancy certificate for the Said Project. The Promoter shall hand over a copy of the occupancy certificate (or such other certificate by whatever name called issued by the competent authority) of the Building which consist of inter alia the Said Row House / ROW-BUNGALOW, as the case may be, to the Allottee at the time of conveyance of the Row House / ROW-BUNGALOW in favour of the Allottee.
- 7.3 **Failure of the Allottee to take Possession of Row House / ROW-BUNGALOW** - Upon receiving the Notice of Possession from the Promoter, as per para 7.2, the Allottee shall take possession of the Row House / ROW-BUNGALOW from the Promoter within the Possession Date by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Row House / ROW-BUNGALOW to the Allottee. In case the Allottee fails to take possession within the time provided in para 7.2 and/or even after the expiry of the Possession Date, such Allottee shall continue to be liable to pay all other charges as specified in para 7.2.
- 7.4 **Possession by the Allottee** - After obtaining the occupancy certificate or such other certificate by whatever name called issued by the competent authority, and handing over physical possession of the Row House / ROW - BUNGALOW to the Allottee, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including Common Areas, to the Association of Allottees or the competent authority, as the case may be, as per the local laws i.e. the West Bengal Row House / ROW-BUNGALOW Ownership Act, 1972, as amended up to date which provides for submission

of the property comprised within the Project within three years from the date of completion certificate issued by the competent authority and to have the Association of Allottees formed in the manner provided in the said Act.

7.5 **Cancellation by Allottee –**

The Allottee shall have the right to cancel/withdraw his/her/its allotment in the Project as provided in the Act.

Provided that, where the Allottee proposes to cancel/withdraw from the Project without any fault of the Promoter, the Promoter herein shall be entitled to forfeit the Booking Amount (being 10% of the Total Unit Price plus applicable Taxes) paid for the allotment, along with the interest liabilities and together with deduction of such other tax/levy as may be applicable at the time of such withdrawal by the Allottee. The balance amount of money paid by the Allottee shall be returned by the Promoter to the Allottee within 45 (forty-five) days of such cancellation. Such refund shall be made without any interest or compensation and all charges and expenses that may be incurred by the Promoter in making such refund shall be borne by the Allottee.

Upon withdrawal or cancellation of allotment by the Allottee under this Agreement, the Promoter shall have the right to re-allot the Row House / ROW-BUNGALOW to any third party thereafter and the prior allotment in favour of the Allottee will stand cancelled. All rights of the Allottee under any allotment letter issued or this Agreement shall also stand terminated.

7.6 **Compensation –**

The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the Schedule Property, on which the Project is being developed or has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the Promoter fail to complete or is unable to give possession of the Row House / ROW-BUNGALOW (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 7.1; or (ii) due to discontinuance of his business as a Promoter on account of suspension or revocation of the registration under the Act or for any other reason, the Promoter shall be liable, on demand to the Allottee, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Row House / ROW-BUNGALOW, along with interest at the rate of State Bank of India Prime Lending Rate plus 2% (two percent) per annum, as prescribed in the Rules within 45 (forty-five) days of it becoming due.

Provided That where the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate of State Bank of India Prime Lending Rate plus 2% (two percent) per annum, as prescribed in the Rules for every month of delay, till the handing over of the possession

of the Row House / ROW-BUNGALOW, which shall be paid by the Promoter to the Allottee within 45 (forty-five) days of it becoming due.

8. REPRESENTATION AND WARRANTIES OF THE PROMOTER:

The Promoter hereby represent and warrant to the Allottee as follows:

- (i) The Vendors have absolute, clear and marketable title with respect to the Schedule Property; and the Promoter has the requisite rights to carry out development upon the Schedule Property and the Vendors are having absolute, actual, physical and legal possession of the Schedule Property and the Promoter is having permissive possession of the Schedule Property for construction and development of the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of different phases of the Project;
- (iii) There are no encumbrances upon the Schedule Property or the Project except that the Vendors and/or the Promoter has not taken a loan from any Bank/Financial Institution(s) against security of the Schedule Property and the construction having already been made and/or being made. In case of any loan or financial arrangement, the Vendors and/or Promoter shall cause the said Bank(s)/Financial Institution(s), if necessary, to issue no objection letter in favour of the Allottee to enable the Allottee to take loan from any Bank or Financial Institution for financing the purchase of the Row House / ROW-BUNGALOW and the Vendors and/or Promoter further undertakes that the Vendors and/or Promoter shall cause the said Bank(s) to release the Row House / ROW-BUNGALOW from the mortgage created by the Vendors and/or Promoter on or before the Promoter executing the deed of conveyance of the Row House / ROW-BUNGALOW in favor of the Allottee and the Allottee will get the title of the Row House / ROW-BUNGALOW free from all encumbrances.
- (iv) There are no litigations pending before any Court of law or Authority with respect to the Schedule Property and/or Project and/or the Row House / ROW-BUNGALOW save and except as specifically mentioned, if any, in this Agreement.
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project and/or the Schedule Property and Row House / ROW-BUNGALOW are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, Schedule Property, building, Row House / ROW-BUNGALOW and Common Areas;
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the Schedule Property, including the Project and the said Row House / ROW-BUNGALOW which will, in any

- manner, affect the rights of Allottee under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the Row House / ROW-BUNGALOW to the Allottee in the manner contemplated in this Agreement;
 - (ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Row House / ROW-BUNGALOW to the Allottee and the Common Areas to the Association of Allottees or the competent authority, as the case may be at the time of completion of entire Project.
 - (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 Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to Project to the competent Authorities till the completion certificate has been issued and possession of Row House / ROW-BUNGALOW or Building, as the case may be, along with Common Areas (equipped with all the specifications, amenities and facilities as mentioned in the **Part - I** and **Part - II** of the **THIRD SCHEDULE** hereto) have been handed over to the Allottee and the Association of Allottees or the competent authority, as the case may be,
 - (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 Schedule Property) has been received by or served upon the Promoter in respect of the Schedule Property and/or the Project.
 - (xiii) That the property is not Waqf property.

9. EVENT OF DEFAULTS AND CONSEQUENCES:

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

- (i) The Promoter fail to provide ready to move in possession of the Row House / ROW-BUNGALOW to the Allottees within the time period specified in para 7.1 or fails to complete the said Project / Complex within the stipulated time disclosed at the time of registration of the said Project / Complex with the Authority. For the purpose of this para, 'ready to move in possession' shall mean that the Row House / ROW-BUNGALOW shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority;
- (ii) Discontinuance of the Promoter's business as a Promoter on account of suspension or revocation of Promoter's registration under the provisions of the Act or the Rules or Regulations made there under.

9.2 In case of Default by the Promoter under the conditions listed above, the

Allottee is entitled to the following:

- (i) Stop making further payments to the Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest; or
- (ii) The Allottee has the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the Row House / ROW-BUNGALOW, along with interest at the rate of State Bank of India Prime Lending Rate plus 2% (two percent) per annum, as prescribed in the Rules, within 45 (forty five) days of receiving the termination notice.
- (iii) Provided that, where the Allottee does not intend to withdraw from the Said Project/Complex or terminate the Agreement, the Allottee shall be paid, by the Promoter, interest at the rate of State Bank of India Prime Lending Rate plus 2% (two percent) per annum, as prescribed in the Rules, for every month of delay till the handing over of the possession of the Row House / ROW-BUNGALOW, which shall be paid by the Promoter to the Allottee within 45 (forty five) days of the same becoming due.

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

- (i) In case the Allottee fails to make payment for two consecutive demands made by the Promoter as per the Payment Plan, of any amount due and payable by the Allottee under this Agreement (including his/her/its proportionate share of taxes, levies and other outgoings) despite having been issued notice in that regard. It is further clarified that, reminders and or notices for payment of installments or notice for rectification of default as per the Payment Schedule shall also be considered as Demand for the purpose of this clause. In such event the Allottee shall be liable to pay to the Promoter, interest at the rate of State Bank of India Prime Lending Rate plus 2% (two percent) per annum, as prescribed in the Rules on all unpaid amounts from the date the amount is payable by the Allottee.
- (ii) Without prejudice to the right of the Promoter to charge interest in terms of Clause 9.3 (i) above, in case of default by the Allottee under Clause 9.3 (i) above continues for a period beyond two consecutive months after notice for rectification of default from the Promoter in this regard, the Promoter, at its own option, may cancel the allotment of the Row House / ROW-BUNGALOW in favour of the Allottee and terminate this Agreement and refund the money paid to the Promoter by the Allottee after deducting the Booking Amount (being 10% of the Total Unit Price plus applicable taxes) and the interest liabilities and after deduction of such other tax/levy as may be applicable at the time of such termination by the Promoter, and this Agreement and

any liability of the Promoter shall thereupon stand terminated.

Provided that, the Promoter shall intimate the Allottee about the Promoter's intention to terminate this Agreement by a written notice of at least 30 (thirty) days prior to such termination.

- (iii) On and from the date of refund of the amount as mentioned in Clauses 9.2 and 9.3 (ii) above, as the case may be, this Agreement shall stand cancelled automatically without any further act from the Allottee and the Allottee shall have no right, title and/or interest on the said Row House / ROW-BUNGALOW, the Project/Complex and/or the Schedule Property or any part or portion thereof, and the Allottee shall further not be entitled to claim any charge on the said Row House / ROW-BUNGALOW and/or any part or portion thereof, in any manner whatsoever notwithstanding the fact that this agreement is being registered and it is further to confirm and record that the purchaser shall not insist upon registered cancellation or challenge the fact of cancellation on the ground that such cancellation has not been separately recorded in any registered instrument. The effect of such termination shall be binding and conclusive on the Parties.
- (iv) For the avoidance of doubt, it is hereby clarified that the Promoter shall not be held liable, in any manner whatsoever, for any delay in receipt/non-receipt of any refund by the Allottee in accordance with the terms of this Agreement, for any reason, including but not limited to, any delay by the Indian postal authority or due to a change in address of the Allottee (save as provided in this Agreement) or loss in transit.

10. CONVEYANCE OF THE ROW HOUSE / ROW-BUNGALOW:

The Promoter, on receipt of Total Price of the Row House / ROW-BUNGALOW as per Para 1.2 above and as mentioned in the **PART - I** of the **FIFTH SCHEDULE** below from the Allottee by the Promoter, shall execute a conveyance deed and convey the title of the Row House / ROW-BUNGALOW together with right to use proportionate indivisible share in the Common Areas within three months from the issuance of the occupancy certificate or such other certificate by whatever name called issued by the competent authority. However, in case the Allottee fails to deposit the stamp duty, and/or registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Promoter is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/penalties imposed by the competent authority(ies).

11. MAINTENANCE OF THE ROW HOUSE / ROW-BUNGALOW/ PROJECT:

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the Project by the Association of Allottee upon the issuance of the completion certificate or such

other certificate by whatever name called issued by the competent authority of the Project.

The Allottee shall be regularly and punctually paying proportionate share in the common expenses for maintenance and upkeep of the Common Areas. However, No maintenance or Corpus Deposit has been kept by Promoter. In the event of handing over of the said flat/unit Promoter herein acknowledge to the Allottee that the Promoter will not be responsible for any maintenance within the said project constructed on the Schedule Property.

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

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

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

14. RIGHT TO ENTER THE ROW HOUSE / ROW-BUNGALOW FOR REPAIRS:

The Promoter/maintenance agency/Association of Allottees shall have rights of unrestricted access of all Common Areas, garages/covered parking and open parking spaces for providing necessary maintenance services and the Allottee agrees to permit the Association of Allottees and/or maintenance agency to enter into the Row House / ROW-BUNGALOW or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

15. USAGE:

Use of Service Area: The service areas, if any, as located within the Project shall be earmarked for services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment's etc. and other permitted uses as per the Said Plan and/or the sanctioned plan. The Allottee shall not be permitted to use the services areas in any manner

whatsoever, other than those earmarked as service areas and the same shall be reserved for use by the Association of Allottees formed by the Allottee or caused to be formed for the Allottee for rendering maintenance services.

16. COMPLIANCE WITH RESPECT TO THE ROW HOUSE / ROW-BUNGALOW:

- 16.1 Subject to Para 14 above, the Allottee shall, after taking possession, be solely responsible to maintain the Row House / ROW-BUNGALOW at the Allottee's own cost, in good repair and condition and shall not do or suffer to be done anything in the Row House / ROW-BUNGALOW, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Row House / ROW-BUNGALOW and keep the Row House / ROW-BUNGALOW, its walls and partitions, sewers, drains, pipe and appurtenances there to or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Project is not in any way damaged or jeopardized.
- 16.2 The Allottee further undertakes, assures and guarantees that the Allottee would not put any sign-board/name-plate, neon light, publicity material or advertisement material etc. on the face / facade of anywhere on the exterior of the Project or Common Areas. The Allottee 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 Allottee shall not store any hazardous or combustible goods in the Row House / ROW-BUNGALOW or place any heavy material in the common passages. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Row House / ROW-BUNGALOW.
- 16.3 The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the Association of Allottee and/or maintenance agency appointed by Association of Allottee. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:

The Parties are entering into this Agreement for the allotment of a Row House / ROW-BUNGALOW with the full knowledge of all laws, rules, regulations, notifications applicable to the Project.

18. ADDITIONAL CONSTRUCTIONS:

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the Said Plan has been approved by the competent authority(ies) and disclosed, except for as provided in the Act.

19. PROMOTER SHALL NOT MORTGAGE OR CREATE CHARGE:

After the Promoter executes this Agreement the Promoter shall not any further mortgage or create any further charge on the Row House / ROW-BUNGALOW and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who have taken or agreed to take such Row House / ROW-BUNGALOW.

20. ROW HOUSE / ROW-BUNGALOW OWNERSHIP ACT

The Promoter has assured the Allottee that the Project in its entirety is in accordance with the provisions of The West Bengal Row House / ROW-BUNGALOW Ownership Act, 1972 as amended up to date and/or other applicable local laws in the state of West Bengal and the Promoter has duly complied with and/or will comply with all such laws/regulations as applicable.

21. BINDING EFFECT:

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

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 Row House / ROW-BUNGALOW/Project, 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 ALLOTTEE/SUBSEQUENT ALLOTTEE:

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 Row House / ROW-BUNGALOW and the Project shall equally be applicable to and enforceable against and by any subsequent Allottee of the Row House / ROW-BUNGALOW, in case of a transfer, as the said obligations go along with the Row House / ROW-BUNGALOW for all intents and purposes.

25. WAIVER NO LIMITATION TO ENFORCEMENT:

- 25.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan as mentioned in the **FIFTH SCHEDULE** hereto including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottee.
- 25.2 Failure on the part of the Parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right there after to enforce hand every provision.

26. SEVERABILITY:

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

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

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee in the Project, the same shall be the proportion which the carpet area of the Row House / ROW-BUNGALOW bears to the total covered area of all the Row House / ROW-BUNGALOWs 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 Promoter, through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee in Kolkata. After the Agreement is duly executed by the Allottee and the Promoter, the said Agreement shall be registered at the office of the concerned Sub-Registrar at Kolkata. Hence this Agreement shall be deemed to have been executed at Kolkata.

30. NOTICES:

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

Name of Allottee: _____, residing at _____, Post Office: _____, Police Station: _____, District: _____.

Promoter name: **NEEL INFRASTRUCTURE PRIVET LIMITED**
 _____(address of the office).

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

31. JOINT ALLOTTEE:

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

32. GOVERNING LAW:

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

33. DISPUTE RESOLUTION:

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the

terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the Act.

[The other terms and conditions are as per the contractual understanding between the parties; however, the additional terms and conditions are not in derogation of or inconsistent with the terms and conditions set out above or the Act and the Rules and Regulations made there under].

34. To be Read With Point No 1:

- 34.1 **TDS:** If applicable, the tax deduction at source (TDS) under the Income Tax laws shall be deducted by the Allottee on the consideration payable to the Promoter and the same shall be deposited by the Allottee to the concerned authority within the time period stipulated under law and the Allottee shall provide proper evidence thereof to the Promoter within 60 (sixty) days of such deduction. If such deposit of TDS is not made by the Allottee to the concerned authority or proper evidence thereof is not provided to the Promoter, then the same shall be treated as default on the part of the Allottee under this Agreement and the amount thereof shall be treated as outstanding.
- 34.2 The rights of the Allottee are limited to ownership of the said Row House / ROW-BUNGALOW and the Allottee hereby accept the same and the Allottee shall not, under any circumstances, raise any claim, of ownership, contrary to the above.
- 34.3 The Common Areas shall always be and remain subject to change and modification, as may be deemed fit and necessary by the Promoter (without affecting the rights of the Allottee, prejudicially) to accommodate its future plans regarding the Schedule Property and/or the Project and the Allottee hereby accept the same and shall not, under any circumstances, raise any objection, or hindrances thereto and/or shall be deemed to have granted an unconditional approval to such change in Common Areas.
- 34.4 The Allottee shall only have user rights in the Common Areas of the Project to the extent required for beneficial use and enjoyment of the said Row House / ROW-BUNGALOW and the Allottee hereby accept the same and the Allottee shall not, under any circumstances, raise any claim of ownership of any component or constituent of the Common Area of the Project.
- 34.5 The computation of price of the Row House / ROW-BUNGALOW includes recovery of price of land, construction of (not only the Row House / ROW-BUNGALOW but also) the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Row House / ROW-BUNGALOW, lift, waterline and plumbing, finishing with paint, tiles/mosaic flooring, (as agreed), doors, windows, fire detection and fire-fighting equipment, (only to the extent, as required under the relevant law(s)) in the Common Areas, other charges etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Row House / ROW-BUNGALOW and the Project.

35. NOMINATION BY ALLOTTEE WITH CONSENT:

The Allottee admits and accepts that after the Lock-in period and before the execution and registration of conveyance deed of the said Row House / ROW-

BUNGALOW, the Allottee will be entitled to nominate, assign and/or transfer the Allottee' right, title, interest and obligations under this Agreement subject to the covenant by the nominee that the nominee will strictly adhere to the terms of this Agreement and subject also to the following conditions:

(a) **Allottee to Make Due Payments:**

The Allottee shall make payment of all dues, including any interest for delay, to the Promoter in terms of this Agreement, up to the time of nomination.

(b) **Lock-in Period:**

The Allottee cannot nominate in favour of any third party before the expiry of a period of _____months/years from the date of this Agreement.

(c) **Prior Written Permission and Tripartite Agreement:**

In respect of any nomination, the Allottee shall obtain prior permission of the Promoter and the Allottee and the nominee shall be bound to enter into a tripartite agreement with the Promoter and the Allottee.

(d) **Nomination Fees:**

The Allottee shall pay a sum of **Rs./- per sq. ft.** (built-up area) plus applicable taxes, as and by way of nomination fees to the Promoter. It is clarified that inclusion of a new joint Allottee or change of a joint Allottee shall be treated as a nomination. However nomination fees shall not be payable in case of nomination in favour of parents, spouse or children of the Allottee. Any additional income tax liability that may become payable by the Promoter due to nomination by the Allottee because of higher market valuation as per the registration authorities on the date of nomination and/or the extra registration fees to be paid to the registration authorities due to nomination, shall be compensated by the Allottee, by paying to the Promoter, agreed compensation equivalent to the income tax payable on such difference at the highest applicable tax rate at the prevailing time or the estimated extra registration fees. Such amount shall be payable by the Allottee on or before nomination. The Allottee admits and accepts that he shall not be entitled to nominate or assign his rights under this Agreement save in the manner indicated above.

36. COVENANTS & RIGHTS OF THE ALLOTTEE

- 36.1 The Allottee, with the intention to bring all persons into whosoever's hands the Row House / ROW-BUNGALOW may come, hereby covenants and agrees with the Promoter as follows:

- 36.1.1 that the Allottee has the financial and other resources to meet and comply with all financial and other obligations under this Agreement, punctually and in a timely manner;
- 36.1.2 that, on and from the Possession Date, as mentioned in para 7.1 above, the Allottee shall at all times make timely payment of the proportionate Common Charges and Expenses to the Promoter or the Association of Allottee, as the case may be, in the manner and at such intervals and at such rates as may be decided by the Promoter or the Association of Allottee, as the case may be, failing which the Promoter or the Association of Allottee, as the case may be, shall be entitled to take such action as it may deem fit;
- 36.1.3 that the Common Charges and Expenses shall be proportionately divided amongst the co-buyers and/or co-occupiers of the Project, in such manner as may be decided by the Promoter or the Association of Allottee, as the case be, from time to time in this regard;
- 36.1.4 that the right of the Allottee to use the Common Areas shall always be subject to the timely any other charges, including but not limited to the Common Charges and Expenses as determined and thereafter billed by the Promoter or the Association of Allottees, as the case may be, and performance by the Allottee of all his/her/its obligations in respect of the terms and conditions specified by the Promoter or the Association of Allottees, as the case may be, from time to time;
- 36.1.5 that the Allottee shall bear and pay all the Panchayat taxes, rates, levies, surcharge, deposits including security deposits, assessments, together with interest thereon and all other outgoings (hereinafter referred to as "**OUTGOINGS**") related to the Row House / ROW-BUNGALOW on and from the Possession Date. However, so long as the Row House / ROW-BUNGALOW is not separately assessed for Panchayat taxes, rates, levies surcharges and other outgoings, the Allottee shall be liable to and will pay his/her/its proportionate Outgoings attributable to the Row House / ROW-BUNGALOW and/or Promoter and/or the Association of Allottees, as the case may be. Further, on and from the Possession Date, the Allottee shall be liable to pay proportionately all Outgoings for the Common Areas on the basis of bills to be raised by the Promoter or the Association of Allottee, as the case may be, such bills being conclusive proof of the liability of the Allottee in respect thereof;
- 36.1.6 that the Allottee shall be liable and responsible at hi/her/its own cost and expenses to apply for and obtain the mutation of the Row House / ROW-BUNGALOW in the records of the concerned authorities within a period of three (3) months and shall keep the Promoter indemnified against any loss, claims and/or demand that may be incurred by or may arise against the Promoter due to non-fulfilment and/or non-observance of this obligation by the Allottee;
- 36.1.7 that the Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter or the Association of Allottee;
- 36.1.8 that wherever in this Agreement it is stipulated that the Allottee have to make any payment, in common with other co-buyers in the Project, the same shall be in the proportion which the Covered Area of the Row House / ROW-BUNGALOW bears to the total Covered Area of all the Row House / ROW-BUNGALOWs in the Project;

- 36.1.9 that the Allottee shall use the Row House / ROW-BUNGALOW or any part thereof or permit the same to be used only for residential purposes. Further, the Allottee shall use the garage or parking space allotted to them only for the purpose of keeping or parking vehicles;
- 36.1.10 that the Allottee agrees that the Promoter and/or the Association of Allottees, shall have the right of unrestricted access to all Common Areas, garages/parking spaces and other areas of the Project, for providing necessary other services and/or carrying out electrical, plumbing and other works either over-ground or under-ground, as may be required for the Project and the Allottee agrees to permit the Promoter and/or the Association of Allottee to enter into the Row House / ROW-BUNGALOW 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.
- 36.1.11 that the Allottee hereby accepts not to alter, modify or in any manner change (1) the elevation and exterior colour scheme of the Row House / ROW-BUNGALOW; (2) design and/or the colour scheme of the windows, grills and the main door of the Row House / ROW-BUNGALOW; and/or (3) the common lobby; and also the Allottee shall not change or caused to be changed the location designated for the outdoor units of AC other than specified locations.
- 36.1.12 that the Allottee hereby accepts not to alter, modify or in any manner change the structure or any civil construction in the Row House / ROW-BUNGALOW.
- 36.1.13 that the Allottee hereby also accepts not to sub-divide the Row House / ROW-BUNGALOW and the Common Areas, under any circumstances; and
- 36.1.14 that the Allottee hereby accepts, confirms and declares that the covenants of the Allottee as contained in this Agreement shall (A) run perpetually; and (B) bind the Allottee and his/its successors-in-title or interest and that the Allottee shall be responsible for any loss or damages arising out of breach of any of the conditions contained in this Agreement.

THE FIRST SCHEDULE ABOVE REFERRED TO
(SCHEDULE PROPERTY)

ALL THAT piece and parcel of Bastu land measuring an area about 226.29 (Two Hundred Twenty Six point two nine) decimals, more or less, comprised in R.S./L.R. Dag no. 17, 18, 23, 54 & 57 corresponding to L.R. Khatian nos. 2035, 2036, 2037, 2038, 3685, 3709, 3670, 3671, 3672 & 4341 lying and situated at Mouza – Jamalpara, J.L. 42, Re. Sa. No. 124, Touzi No. 10, Police Station Rajarhat, within the limits of Rajarhat-Bishnupur II Gram Panchayet, District North 24 Parganas, West Bengal (hereinafter referred as "Subject Property") and butted and bounded as under:

NORTH BY	:	PLOT OF LANDS NO R.S./L.R. DAG NO. 46 & 23
SOUTH BY	:	21 FEET WIDE PANCHAYET ROAD & PLOT OF LANDS NO R.S./L.R. DAG NO. 21, 22, 23 (P), 61.
EAST BY	:	PLOT OF LAND R.S./L.R. DAG NO. 18, 57, 56, 55 & other plot of lands
WEST BY	:	PLOT OF LANDS OF R.S./L.R. DAG NO. 16, 23(P) & 45.

THE SECOND SCHEDULE ABOVE REFERRED TO

(DEVOLUTION OF TITLE)**THE TITLE CHAIN OF NEEL INFRA PROJECTS PRIVATE LIMITED IN RESPECT OF DAG 17 AT MOUZA JAMALPARA, J.L. NO. 42, CORRESPONDING TO L.R. KHATIAN NO. 4341:**

- A. At all material times one Ananda Mohan Mondal son of Late Lakshmi Kanta Mondal resident of Jamalpara was the absolute owner of **ALL THAT** piece and parcel of Sali land measuring about **8** decimals (1.000 share) more or less, comprised in R.S./L.R. Dag No. 17 corresponding to Kri. Khatian No. 63, lying and situated at Mouza – Jamalpara, J.L. No. 42, Touzi – 10 (presently) within the local limits of Rajarhat-Bishnupur – II Gram Panchayet, local jurisdiction of Rajarhat Police Station, District North 24 Parganas (more fully described the **LAND SCHEDULE** hereunder).
- B. Said Ananda Mohan Mondal, died intestate, leaving behind him, 6 (six) sons namely 1. Ashok Kumar Mondal, 2. Bidyut Mondal (now deceased), 3. Basudev Mondal (now deceased), 4. Sudev Mondal, 5. Sashanka Mondal & 6. Meghnath Mondal and one daughter Mrs. Kalyani Mondal, as his only surviving legal heir and heiresses, who jointly and equally inherited all right, title and interest of in respect of the Schedule Property, as per Hindu Succession Act, 1956. Each of his surviving legal heir and heiresses entitled 1.14 Decimals, more or less, out of 8 decimals plot of land.
- C. Thereafter said Mrs. Kalyani Mondal Alias: Mrs. Kalyani Dhali (Mondal) Alias: Supriya Dali daughter of Late Ananda Mohan Mondal, while sufficiently seized and possessed **ALL THAT** piece and parcel of Sali land measuring about 1.14 Decimals, more or less, comprised in R.S./L.R. Dag No. 17, corresponding to Kri. Khatian no. 63, lying and situated at Mouza – Jamalpara, J.L. No. 42, Touzi – 10 (presently) within the local limits of Rajarhat-Bishnupur – II Gram Panchayet, local jurisdiction of Rajarhat Police Station, District North 24 Parganas, entitled by inheritance, died intestate, leaving behind her 2 (two) sons namely 1. Raju Dhali Alias: Rajeshwar Dhali & 2. Apu Dhali Alias: Amit Dhali as her only surviving legal heir. Both of them collectively entitled the above mentioned plot of land and sold conveyed and transferred in favour of Chandra Sekhar Mondal & Sudev Mondal through a registered Bengali Saaf Kobala Dalil registered on 03.06.2013 at the office of the A.D.S.R. Rajarhat, North 24 Parganas, recorded in Book no. I, CD volume no. 9, pages from 10772 to 10789, being no. 6495 upon receiving Consideration in money mentioned therein.

- D. Sri. Bidyut Mondal one of the legal heirs of Late Ananda Mohan Mondal, while sufficiently seized and possessed **ALL THAT** piece and parcel of Sali land measuring about 1.14 Decimals, more or less, comprised in R.S./L.R. Dag No. 17, corresponding to Kri. Khatian no. 63, lying and situated at Mouza – Jamalpara, J.L. No. 42, Touzi – 10 (presently) within the local limits of Rajarhat-Bishnupur – II Gram Panchayet, local jurisdiction of Rajarhat Police Station, District North 24 Parganas, entitled by inheritance, died intestate, leaving behind his one son Chandra Sekhar Mondal & one daughter Chandrani Mondal as his only surviving legal heir and heiresses, who jointly and equally inherited all right, title and interest of in respect of the Schedule Property, as per Hindu Succession Act, 1956. Each of his surviving legal heir and heiresses entitled 0.57 Decimals, more or less, out of 1.14 Decimals plot of land.
- E. While Said Chandrani Mondal sufficiently seized by inheritance **ALL THAT** piece and parcel of Sali land measuring about 0.57 Decimals, more or less, comprised in R.S./L.R. Dag No. 17, corresponding to Kri. Khatian no. 63, lying and situated at Mouza – Jamalpara, J.L. No. 42, Touzi – 10 (presently) within the local limits of Rajarhat-Bishnupur – II Gram Panchayet, local jurisdiction of Rajarhat Police Station, District North 24 Parganas, gifted the said portion of Sali land in favour of her brother Mr. Chandra Sekhar Mondal out of natural love and affection through a Bengali Daan Patra Dalil registered on 13.05.2013 at A.D.S.R. Rajarhat, North 24 Parganas, recorded in Book – I, CD volume no. 8, pages from 6467 to 6481, being no. 5513 for the year 2013.
- F. Subsequently, said Chandra Sekhar Mondal by inheritance, by virtue of a Sale Deed and by virtue of a Daan Patra Dalil became entitled a plot of land measuring about 1.71 Decimals, more or less and mutated in his name by tendering taxes levied thereon at the B.L. & L.R.O., Rajarhat, North 24 Parganas, in L.R. Khatian record 3038.
- G. One Sudev Mondal son of Late Ananda Mohan Mondal by inheritance entitled **ALL THAT** piece and parcel of land measuring about 1.14 decimals, more or less and by virtue of a Sale deed being no. 6495 for the year 2013, purchased a land measuring 0.57 decimals more or less, in totaling a land measuring about 1.71 decimals more or less, comprised in R.S./L.R. Dag No. 17, corresponding to Kri. Khatian no. 63, lying and situated at Mouza – Jamalpara, J.L. No. 42, Touzi – 10 (presently) within the local limits of Rajarhat-Bishnupur – II Gram Panchayet, local jurisdiction of Rajarhat Police Station, District North 24 Parganas.
- H. One Basudev Mondal son of late Ananda Mohan Mondal while sufficiently

seized and possessed ALL THAT land measuring about 1.14 Decimals, more or less, comprised in R.S./L.R. Dag No. 17, corresponding to Kri. Khatian no. 63, lying and situated at Mouza – Jamalpara, J.L. No. 42, Touzi – 10 (presently) within the local limits of Rajarhat-Bishnupur – II Gram Panchayet, local jurisdiction of Rajarhat Police Station, District North 24 Parganas, died intestate leaving behind 1(one) wife namely Kalyani Mondal, 1(one) son Krishanu Mondal & 1(one) daughter Riya Mondal as his only legal heir and heiresses.

- I. Subsequently, said Ashok Kumar Mondal, Sudev Mondal, Sashanka Mondal, Meghnath Mondal all are sons of Late Ananda Mohan Mondal, Chandra Sekhar Mondal son of Late Bidyut Mondal, Kalyani Mondal wife of Late Basudev Mondal, Krishanu Mondal & Riya Mondal both are the son and daughter of Late Basudev Mondal, while collectively and sufficiently seized and possessed and enjoying **ALL THAT** piece and parcel of Sali land measuring **8** decimals, more or less, comprised in R.S./L.R. Dag No. 17, corresponding to Kri. Khatian No. 63 and L.R. Khatian No. 3038, lying and situated at Mouza –Jamalpara, J.L. No. 42, Touzi No. 10 (presently) within the jurisdiction of Rajarhat police station, within the local limits of Rajarhat – Bishnupur No. 2 Gram Panchayet, sold conveyed and transferred in favour of Mr. Pranab Kumar Mukherjee, being the Vendor herein, by virtue a Bengali Saaf Bikroy Kobala, executed on 21st July of 2014, registered at the office of the A.D.S.R. Rajarhat, North 24 Parganas, recorded in Book No. I, CD volume no. 13, pages from 4066 to 4083, being no. 08199 for the year 2014 upon receiving consideration in money mentioned therein.
- J. The said Mr. Pranab Kumar Mukherjee, being the Vendor herein, also mutated his name in the records of the B.L. & L.R.O., Rajarhat under L.R. Khatian No. 3619 in respect of the said Property.
- K. Subsequently, said Mr. Pranab Kumar Mukherjee while sufficiently seized and possessed and enjoying **ALL THAT** piece and parcel of Sali land measuring **8** decimals, more or less, comprised in R.S./L.R. Dag No. 17, corresponding to Kri. Khatian No. 63 and L.R. Khatian No. 3619, lying and situated at Mouza –Jamalpara, J.L. No. 42, Touzi No. 10 (presently) within the jurisdiction of Rajarhat police station, within the local limits of Rajarhat – Bishnupur No. 2 Gram Panchayet, sold conveyed and transferred in favour of **NEEL INFRA PROJECTS PRIVATE LIMITED**, a Company incorporated under the provisions of the Companies Act, 1956 and having its registered office at **C/O** Arup Kumar Samadder Panchanantala Road, Ward No. 21, Post Office : Natagarh, Police Station: Ghola, Pin-700113, District North 24 Parganas, being represented by its Director, **SRI SOURAV MITRA (PAN: BRKPM1857K), (AADHAAR NO: 8221-3021-4456)**, son of Late Dipak Mitra,

by nationality Indian, by faith Hindu, by occupation Business, residing at 704 Gouranga Nagar, C.R. Road, Post Office: Natagarh, Police Station: Ghola, District: North 24 Parganas, Pin : 700113, by virtue a Registered deed of conveyance, executed on 11th June of 2024, registered at the office of the A.D.S.R. Rajarhat, North 24 Parganas, recorded in Book No. I, volume no. 1523-2024, pages from 345444 to 345462, being no. 152309224 for the year 2024 upon receiving consideration in money mentioned therein.

L. Thereafter said **NEEL INFRA PROJECTS PRIVATE LIMITED** while sufficiently & collectively seized and possessed the said land recorded in L.R. settlement nos. 4341.

A. Thereafter said **NEEL INFRA PROJECTS PRIVATE LIMITED** got necessary orders of conversion from the Office of the Block Land and Land Reforms Officer at Rajarhat, North 24 Parganas, which granted Certificates of Conversion for change of classification of land in respect of the Schedule Property from their existing nature to the nature of "*Housing Complex*" vide:

1. Memo No. CON/1127/BLLRO/RAJ/2024 dated 10/07/2024.

THE TITLE CHAIN OF BRAHMAPADA SARKHEL, TAPAS CHANDA & BASUDEV DEY IN RESPECT OF DAG 18 AT MOUZA JAMALPARA, J.L. NO. 42, CORRESPONDING TO L.R. KHATIAN NO. 2036, 2035 & 2037:

A. One Sunil Mondal, Mani Mohan Mondal both the sons of late Nepal Mondal and Fatik Mondal son of Late Gopal Mondal was the recorded owners of a plot of land measuring about 9 Decimals or Satak more or less, lying and situated at Mouza – Jamalpara, J.L. No. 42, Re. Sa. No. 42, Touzi No.: 10, comprised in Dag No. 18 corresponding to L.R. Khatian nos. 528, 637/1 and 924/1 under the Jurisdiction of Rajarhat Police Station in the District of North 24 Parganas within the local limits of Rajarhat Bishnupur 2 No. Gram Panchayet.

B. Thereafter said Sunil Mondal, Mani Mohan Mondal both the sons of late Nepal Mondal and Fatik Mondal son of Late Gopal Mondal sold conveyed and transferred in favour of Balai Acharjee son of late Bhaskar Chandra Acharjee said 9 decimals or Satak land, through a conveyance, registered at the office of the ADSR Bidhannagar, North 24 Parganas, Salt Lake City and recorded in the Book No. I, Volume no. 26 pages from 127 to 132, being no. 1205 for the year 1993.

- C. Said Balai Acharjee recorded in his name in L.R. Settlement and got L.R. Khatian No. 1314.
- D. Said Balai Acharjee while sufficiently seized and possessed otherwise well and sufficiently entitled the said property sold conveyed and transferred in favour of Smt. Kakali Ghosh wife of Sri Santanu Ghosh and Sri Rabin Ghosh son of Late Sankar Ghosh which was duly registered before D.S.R.O., Barasat, North 24 Parganas and recorded in Book – I, CD Volume No. 53, pages from 2216 to 2232 being no. 15824 for the year 2011.
- E. Said Smt. Kakali Ghosh wife of Sri Santanu Ghosh and Sri Rabin Ghosh son of Late Sankar Ghosh while sufficiently seized and possessed 9 decimals or sataks land lying and situated at Mouza – Jamalpara, J.L. No. 42, Re. Sa. No. 42, Touzi No.: 10, comprised in Dag No. 18 corresponding to L.R. Khatian no. 1314 under the Jurisdiction of Rajarhat Police Station in the District of North 24 Parganas within the local limits of Rajarhat Bishnupur 2 No. Gram Panchayet, sold conveyed and transferred in favour of Sri. Brahapada Sarkhel son of Late Biswanath Sarkhel, Sri Tapas Chanda son of Late Soubhagya Chanda & Sri. Basudev Dey son of Late Ranada Prasad Dey through a registered Deed of Conveyance registered on dated 15th Day of December of 2011, registered at the office of the A.D.S.R. Bidhannagar, North 24 Parganas, recorded in Book No. I, CD volume no. 23, pages from 2539 to 2551 being no. 14160 for the year 2011.
- F. Thereafter said Sri. Brahapada Sarkhel, Sri Tapas Chanda & Sri. Basudev Dey while sufficiently & collectively seized and possessed the said land recorded in L.R. settlement nos. 2036, 2035 & 2037.
- G. Thereafter said Sri. Brahapada Sarkhel, Sri Tapas Chanda & Sri. Basudev Dey got necessary orders of conversion from the Office of the Block Land and Land Reforms Officer at Rajarhat, North 24 Parganas, which granted Certificates of Conversion for change of classification of land in respect of the Schedule Property from their existing nature to the nature of "*Housing Complex*" vide:
1. Memo No. CON/1694/BLLRO/RAJ/23 dated 10.11.2023
 2. Memo No. CON/1689/BLLRO/RAJ/23 dated 06.11.2023
 3. Memo No. CON/1555/BLLRO/RAJ/23 dated 13.10.2023.

THE TITLE CHAIN OF BRAHMAPADA SARKHEL, TAPAS CHANDA, BASUDEV DEY & LOKENATH LEATHER IN RESPECT OF DAG 23 AT MOUZA JAMALPARA, J.L. NO. 42, CORRESPONDING TO L.R. KHATIAN NOS. 2035, 2036, 2037, 2038 & 3685:

- A. Once in a material time Smt. Sandhya Rani Debi (Chattopadhyay) while sufficiently seized and possessed **ALL THAT** piece and parcel of land measuring about **40** Decimals, more or less, comprised in R.S./L.R. Dag No. 23 corresponding to Jaminder Khatian No. 25 corresponding C.S. Khatian No. 85, corresponding to R.S. Khatian No. 65 and L.R. Khatian No. 848, Touzi No. 10, of Mouza – Jamalpara, J.L. No. 42, gifted in favour of Sri Pinaki Chattopadhaya out of natural love and affection registered on dated 20th day of June 2000, registered at the office of the A.D.S.R. Bidhannagar, North 24 Parganas, recorded in Book No. I, volume No. 81, pages from 179 to 188, being no. 3243 for the year 2000.

- B. Thereafter, said Sri Pinaki Chattopadhaya, while sufficiently seized and possessed the said plot of land sold conveyed and transferred in favour of 1. Brahmapada Sarkhel, 2. Tapas Chanda & 3. Basudev Dey by virtue a Deed of Conveyance registered at the office of the A.D.S.R. Bidhannagar, North 24 Parganas, recorded in the Book No. I, CD Volume No. 3, pages from 7620 from 7633 being no. 01687 for the year 2010, upon receiving of consideration in money mentioned therein.

- C. Once in material times while Smt. Sandhya Rani Debi (Chattopadhaya), while sufficiently seized and possessed **ALL THAT** piece and parcel of Danga Land measuring about **12.20** decimals, more or less, equivalent to. 7 Cottahs, 06 Chittacks and 13 Square feet, more or less, comprised in R.S./L.R. Dag No. 23 corresponding L.R. Khatian No. 848, J.L. No. 42, Touzi No. 10 (presently), Mouza – Jamalpara, under the jurisdiction Rajarhat police station, under the local Jurisdiction of Rajarhat- Bishnupur 2 no. Gram Panchayet, gifted, transferred all its rights titles along with all the easement rights in favour of Sri Shanti Nath Chatterjee and Sri Shome Nath Chatterjee, by virtue a Bengali Daan Patra Dalil executed on dated 29th day of February, 2008, registered at the office of the A.D.S.R. Bidhannagar, North 24 Parganas, recorded in Book No. I, CD Volume No. 3 at pages from 8712 to 8724 being no. 02761 for the year 2008 out of natural love and affection.

- D. Thereafter said Sri Shanti Nath Chatterjee and Sri Shome Nath Chatterjee while sufficiently seized and possessed the said plot of Sali land measuring about **12.20** decimals, more or less, equivalent to. 7 Cottahs, 06

Chittacks and 13 Square feet, more or less, sold conveyed and transferred in favour of Lokenath Leather, a partnership firm, registered under the partnership Act, having its registered office at 6/2D Rani Rashmoni Garden Lane, P.S. – Tangra, Kolkata – 700015, representing by 3(three) of its Partners namely 1. Brahmapada Sarkhel, 2. Tapas Chanda & 3. Basudev Dey by virtue a Deed of Conveyance executed on 19th day of February, 2010, registered at the office of the A.D.S.R. Bidhannagar, North 24 Parganas, recorded in the Book No – I, CD Volume No. 3, pages from 7676 to 7698 being no. 01691 for the year 2010.

- E. Once in material times while Smt. Sandhya Rani Debi (Chattopadhyaya), while sufficiently seized and possessed **ALL THAT** piece and parcel of Danga Land measuring about **19.80** decimals, more or less, equivalent to. 12 Cottahs, more or less, comprised in R.S./L.R. Dag No. 23 corresponding L.R. Khatian No. 848, J.L. No. 42, Touzi No. 10 (presently), Mouza – Jamalpara, under the jurisdiction Rajarhat police station, under the local Jurisdiction of Rajarhat- Bishnupur 2 no. Gram Panchayet, gifted, transferred all its rights titles along with all the easement rights in favour of Sri Sujit Chatterjee, by virtue a Bengali Daan Patra Dalil executed on dated 29th day of February, 2008, registered at the office of the A.D.S.R. Bidhannagar, North 24 Parganas, recorded in Book No. I, CD Volume No. 3 at pages from 8712 to 8724 being no. 02761 for the year 2008 out of natural love and affection.
- F. Thereafter said Sri Sujit Chatterjee, while sufficiently seized and possessed **ALL THAT** piece and parcel of danga land measuring about **19.80** Decimals, more or less, equivalent to. **12** cottahs, more or less, comprised in R.S./L.R. Dag no. 23 corresponding L.R. Khatian no. 848, J.L. No. 42, Touzi no. 10 (presently), Mouza – Jamalpara, under the jurisdiction rajarhat police station, under the local jurisdiction of Rajarhat-Bishnupur 2 No. Gram panchayet, sold conveyed and transferred in favor of 1. Brahmapada Sarkhel, 2. Tapas Chanda & 3. Basudev Dey, by virtue of a Bengali Bikroy Kobala, executed on dated 29.11.2018 registered at the office of the A.D.S.R. Rajarhat, North 24 Parganas, recorded in Book no. I, pages from 1523-2018, pages from 436946 to 436974, being no. 152313160 for the year 2018, upon receiving of consideration in money.
- H. Thereafter said Sri. Brahmapada Sarkhel, Sri Tapas Chanda & Sri. Basudev Dey, 3(three) partners of Lokenath Leathers while sufficiently & collectively seized and possessed the said land recorded in L.R. settlement nos. 2036, 2035, 2037, 2038 & 3685.
- G. Thereafter said Sri. Brahmapada Sarkhel, Sri Tapas Chanda & Sri. Basudev

Dey 3(three) partners of Lokenath Leathers, got necessary orders of conversion from the Office of the Block Land and Land Reforms Officer at Rajarhat, North 24 Parganas, which granted Certificates of Conversion for change of classification of land in respect of the Schedule Property from their existing nature to the nature of "*Housing Complex*" vide:

1. Memo No. CON/1556/BLLRO/RAJ/23 dated 13.10.2023
2. Memo No. CON/1558/BLLRO/RAJ/23 dated 13.10.2023
3. Memo No. CON/173/BLLRO/RAJ/24 dated 12.02.2024
4. Memo No. CON/1552/BLLRO/RAJ/23 dated 13.10.2023
5. Memo No. CON/177/BLLRO/RAJ/24 dated 12.02.2024
6. Memo No. CON/1819/BLLRO/RAJ/23 dated 05.12.2023
7. Memo No. CON/197/BLLRO/RAJ/24 dated 16.02.2024
8. Memo No. CON/1550/BLLRO/RAJ/23 dated 13.10.2023
9. Memo No. CON/172/BLLRO/RAJ/24 dated 12.02.2024.

THE TITLE CHAIN OF BRAHMAPADA SARKHEL, APARAJITA SARKHEL, TAPAS CHANDA, BASUDEV DEY & LOKENATH LEATHERS IN RESPECT OF DAG 23 AT MOUZA JAMALPARA, J.L. NO. 42, CORRESPONDING TO L.R. KHATIAN NOS. 2035, 2036, 2038 & 3685, 3709:

- A. Once in material times while Smt. Sandhya Rani Debi (Chattopadhyaya), while sufficiently seized and possessed **ALL THAT** piece and parcel of Danga Land measuring about **75** decimals, more or less, equivalent to. 45 Cottahs 5 Chittaks and 19 Sq. ft., more or less, comprised in R.S./L.R. Dag No. 54 corresponding L.R. Khatian No. 848, J.L. No. 42, Touzi No. 10 (presently), Mouza – Jamalpara, under the jurisdiction Rajarhat police station, under the local Jurisdiction of Rajarhat- Bishnupur 2 no. Gram Panchayet, gifted, transferred all her rights titles along with all the easement rights in favour of 1. Sri Santi Nath Chatterjee, 2. Shome Nath Chatterjee, 3. Smt. Shyamali Mukherjee, 4. Smt. Kalyani Mukherjee & 5. Smt. Rina Mukherjee, by virtue a Bengali Daan Patra Dalil executed on dated 20th day of February, 2008, registered at the office of the D.S.R. – II, Barasat, North 24 Parganas, recorded in Book No. I, CD Volume No. 5 at pages from 7266 to 7283 being no. 04405 for the year 2008 out of natural love and affection.
- B. Thereafter said 1. Sri Santi Nath Chatterjee, 2. Shome Nath Chatterjee, 3. Smt. Shymali Mukherjee, 4. Smt. Kalyani Mukherjee & 5. Smt. Rina Mukherjee, while sufficiently seized and possessed the said plot of Sali land measuring about **75** decimals, more or less, equivalent to. 45 Cottahs 5 Chittaks and 19 Sq. ft., more or less, sold conveyed and

transferred in favour of **LOKENATH LEATHER**, a partnership firm, registered under the partnership Act, having its registered office at 6/2D Rani Rashmoni Garden Lane, P.S. – Tangra, Kolkata – 700015, representing by 3(three) of its Partners namely 1. Brahmapada Sarkhel, 2. Tapas Chanda & 3. Basudev Dey by virtue a Deed of Conveyance executed on 19th day of February, 2010, registered at the office of the A.D.S.R. Bidhannagar, North 24 Parganas, recorded in the Book No – I, CD Volume No. 3, pages from 7676 to 7698 being no. 01691 for the year 2010.

- C. By virtue a Bengali Kobala executed on dated 10th day of June, 1956 registered at the office of the A.D.S.R. Cossipore, North 24 Parganas, recorded in Book No. I, Volume no. 68, pages from 124 to 177, being no. 4644 for the year 1959, being the purchaser therein Smt. Sandhya Rani Devi purchased **ALL THAT** plot of area of land measuring about 1(one) acre 16(sixteen) decimals comprised in C.S. Dag no. 65, R.S./L.R. Dag No. 54, under Khatian No. 282, J.L. No. 42, R.S. no. 124, Touzi No. 10 (presently) at Mouza – Jamalpara, under Rajarhat Police Station, within the local jurisdiction of Rajarhat-Bishnupur II no. Gram Panchayet, from Sri Mani Bhushan Ghosh, Smt. Amala Bala Basu and Smt. Nilima Bala Dutta being the Vendors therein, upon transferring consideration in money therein.
- D. Said Smt. Sandhya Rani while sufficiently seized and possessed the above mentioned plot of land mutated her in name in L.R. Records at B.L. & L.R.O. Rajarhat under L.R. Khatian No. 848, comprised in R.S./L.R. Dag no. 54, J.L. No. 42, Mouza – Jamalpara, under Rajarhat Police Station, within the local jurisdiction of Rajarhat-Bishnupur II no. Gram Panchayet.
- E. Thereafter Smt. Sandhya Rani while sufficiently seized and possessed and/or otherwise well and sufficiently entitled the property and absolute estate of inheritance in in free since possession to the said Danga Land sold, conveyed and transferred **ALL THAT** plot of land measuring about **33.33** decimals out of 1(one) acre 16(sixteen) decimals in favour of **ABS LAND DEVELOPMENT & CONSTRUCTION PVT. LTD.** through a registered Deed of Conveyance on dated 09.04.2008 at the office of the D.S.R. – II, Barasat, North 24 Parganas, recorded on Book No. I, CD Volume No. I, pages from 8605 to 8621 being deed no. 00530 for the year 2009.
- F. Subsequently, Mr. Tapan Ghosh, son of Late Pannalal Ghosh, residing at 6, Panchkari Ghosh Lane, P.O.: Behala, P.S.: Thakupukur, Kolkata – 700008, District South 24 Parganas, Director of ABS LAND DEVELOPMENT

& CONSTRUCTION PVT. LTD. for better looking after, sold, transfer assigned Mr. Nitai Sardar as his lawful constituted attorney through a General Power of Attorney registered on 10.08.2018, at the office of the D.S.R. – II, Barasat, North 24 Parganas and recoded in Book – IV, pages from 3109 to 3127 being deed no. 150200124 for the year 2018 in respect of **ALL THAT** plot of land measuring about 16.67 decimals, more or less, comprised in R.S./L.R. Dag No. 54, under Khatian No. 848, J.L. No. 42, R.S. no. 124, Touzi No. 10 (presently) at Mouza – Jamalpara, under Rajarhat Police Station, within the local jurisdiction of Rajarhat-Bishnupur II no. Gram Panchayet.

G. Thereafter said Mr. Tapan Ghosh, son of Late Pannalal Ghosh, by virtue the General Power of Attorney being no. 00124 for the year 2018, for urgent need of money sold conveyed and transferred in favour of Smt. Aparajita Sarkhel, wife of Mr. Brahmapada Sarkhel, residing at 4B, T-3, HIG, Greenfield Ambition AA- IID, P.O.: Hatiara, P.S.: Narayanpur, Kolkata – 700157, District – North 24 Parganas, **ALL THAT** piece and parcel of Danga land measuring about **16.67** Decimals, more or less, out of 33.33 decimals, more or less, comprised in R.S./L.R. Dag No. 54, under Khatian No. 848, J.L. No. 42, R.S. no. 124, Touzi No. 10 (presently) at Mouza – Jamalpara, under Rajarhat Police Station, within the local jurisdiction of Rajarhat-Bishnupur II no. Gram Panchayet, through a Deed of Conveyance executed on 30th September of 2019, registered at the office of the A.D.S.R Rajarhat, North 24 Parganas, recorded in Book No. I, volume no. 1523-2019, pages from 482186 to 482216, being no. 12141 for the year 2019, upon receiving consideration in money mentioned therein.

H. While Mr. Tapan Ghosh, son of Late Pannalal Ghosh, residing at 6, Panchkari Ghosh Lane, P.O.: Behala, P.S.: Thakupukur, Kolkata – 700008, District South 24 Parganas, Director of **ABS LAND DEVELOPMENT & CONSTRUCTION PVT. LTD.** while sufficiently seized and possessed the remaining plot of Danga land measuring about **16.67** decimals, more or less, out of 33.33 decimals, more or less, for better looking after, sold, transfer, assigned Smt. Sikha Nath, as his lawful constituted attorney through a General Power of Attorney registered on 10.08.2018, at the office of the D.S.R. – II, Barasat, North 24 Parganas and recoded in Book – IV, volume no. 1502-2018, pages from 3089 to 3108 being deed no. 150200125 for the year 2018 in respect of **ALL THAT** plot of Danga land measuring about 16.67 decimals, more or less, comprised in R.S./L.R. Dag No. 54, under Khatian No. 848, J.L. No. 42, R.S. no. 124, Touzi No. 10 (presently) at Mouza – Jamalpara, under Rajarhat Police Station, within the local jurisdiction of Rajarhat-Bishnupur II no. Gram Panchayet.

- I. Thereafter said Mr. Tapan Ghosh, son of Late Pannalal Ghosh, by virtue the General Power of Attorney being no. 00125 for the year 2018, for urgent need of money sold conveyed and transferred in favour of 1. Sri. Brahmapada Sarkhel, 2. Sri. Tapas Chanda & 3. Sri Basudev Dey, **ALL THAT** piece and parcel of Danga land measuring about **16.67** Decimals, more or less, out of **33.33** decimals, more or less, comprised in R.S./L.R. Dag No. 54, under Khatian No. 848, J.L. No. 42, R.S. no. 124, Touzi No. 10 (presently) at Mouza – Jamalpara, under Rajarhat Police Station, within the local jurisdiction of Rajarhat-Bishnupur II no. Gram Panchayet, through a Deed of Conveyance executed on 11th December of 2020, registered at the office of the A.D.S.R Rajarhat, North 24 Parganas, recorded in Book No. I, volume no. 1523-2020, pages from 363064 to 363104, being no. 152309006 for the year 2020, upon receiving consideration in money mentioned therein.
- J. Thereafter said Sri. Brahmapada Sarkhel, Sri Tapas Chanda & Sri. Basudev Dey, 3(three) partners of Lokenath Leathers & Smt. Aparajita Sarkhel while sufficiently & collectively seized and possessed the said land recorded in L.R. settlement nos. 2036, 2035, 2038, 3685 & 3709.
- H. Thereafter said Sri. Brahmapada Sarkhel, Sri Tapas Chanda & Sri. Basudev Dey, 3(three) partners of Lokenath Leathers, got necessary orders of conversion from the Office of the Block Land and Land Reforms Officer at Rajarhat, North 24 Parganas, which granted Certificates of Conversion for change of classification of land in respect of the Schedule Property from their existing nature to the nature of "*Housing Complex*" vide:
1. Memo No. CON/1688/BLLRO/RAJ/23 dated 06.11.2023
 2. Memo No. CON/1815/BLLRO/RAJ/23 dated 05.12.2023
 3. Memo No. CON/1694/BLLRO/RAJ/23 dated 10.11.2023
 4. Memo No. CON/1809/BLLRO/RAJ/23 dated 05.12.2023
 5. Memo No. CON/202/BLLRO/RAJ/2024 dated 16.02.2024
 6. Memo No. CON/272/BLLRO/RAJ/2024 dated 23.02.2024
 7. Memo No. CON/419/BLLRO/RAJ/2024 dated 15.03.2024
 8. Memo No. CON/521/BLLRO/RAJ/2024 dated 01.04.2024
 9. Memo No. CON/574/BLLRO/RAJ/2024 dated 09.04.2024
 10. Memo No. CON/629/BLLRO/RAJ/2024 dated 16.04.2024
 11. Memo No. CON/632/BLLRO/RAJ/2024 dated 16.04.2024
 12. Memo No. CON/1689/BLLRO/RAJ/23 dated 06.11.2023.

THE TITLE CHAIN OF IN RESPECT OF DAG 23 AT MOUZA JAMALPARA, J.L. NO. 42, CORRESPONDING TO L.R. KHATIAN NOS. 3670, 3671 & 3672:

- A.** Once in a material time Smt. Sandhya Rani Debi (Chattopadhyay) while sufficiently seized and possessed **ALL THAT** piece and parcel of land measuring about **60** Decimals, more or less, comprised in R.S./L.R. Dag No. 57 corresponding to Jaminder Khatian No. 25 corresponding C.S. Khatian No. 85, corresponding to R.S. Khatian No. 65 and L.R. Khatian No. 848, Touzi No. 10, of Mouza – Jamalpara, J.L. No. 42, gifted in favour of Sri Pinaki Chattopadhyaya out of natural love and affection registered on dated 20th day of June 2000, registered at the office of the A.D.S.R. Bidhannagar, North 24 Parganas, recorded in Book No. I, volume No. 81, pages from 179 to 188, being no. 3243 for the year 2000.
- B.** Thereafter said Sri Pinaki Chattopadhyaya while sufficiently seized and possessed the above mention plot of land, sold conveyed and transferred **ALL THAT** piece and parcel of Sali land measuring about 29.33 Decimals, more or less, comprised in R.S./L.R. Dag No. 57 corresponding to Jaminder Khatian No. 25 corresponding C.S. Khatian No. 85, corresponding to R.S. Khatian No. 65 and L.R. Khatian No. 848, Touzi No. 10, of Mouza – Jamalpara, J.L. No. 42, under the jurisdiction of Rajarhat Police Station and local jurisdiction of Rajarhat Bishnupur II no. Gram Panchayet, North 24 Parganas, in favor of **Brahmapada Sarkhel, Tapas Chanda & Basudev Dey** by virtue a Bengali Bikroy Kobala registered on 29.11.2018, at A.D.S.R. Rajarhat, North 24 Parganas, recoded in Book no. I, Volume No. 1523-2018, pages from 436975 to 437004, being no. 152313159 for year 2018, upon receiving of consideration in money therein.
- C.** Thereafter said Sri. Brahmapada Sarkhel, Sri Tapas Chanda & Sri. Basudev Dey, while sufficiently & collectively seized and possessed the said land recorded in L.R. settlement nos. 3670, 3671 & 3672.
- D.** Thereafter said Sri. Brahmapada Sarkhel, Sri Tapas Chanda & Sri. Basudev Dey, got necessary orders of conversion from the Office of the Block Land and Land Reforms Officer at Rajarhat, North 24 Parganas, which granted Certificates of Conversion for change of classification of land in respect of the Schedule Property from their existing nature to the nature of "*Housing Complex*" vide:

1. Memo No. CON/1561/BLLRO/RAJ/23 dated 13.10.2023,
2. Memo No. CON/1557/BLLRO/RAJ/23 dated 13.10.2023
3. Memo No. CON/1551/BLLRO/RAJ/23 dated 13.10.2023.

THE THIRD SCHEDULE ABOVE REFERRED TO
(PART – I)

Common Area

The Common Areas shall include –

- A) Paths and passages, internal roads, common passages, drive ways, entrance gates
- B) Administrative and care taker's Room
- C) The foundation columns, beams, support, landings, entrances, exits and pathways.
- D) Drains and sewers from the premises to the Municipal/Panchayet Duct.
- E) Water sewerage and drainage connection pipes from the Row Houses/ ROW-BUNGALOWs to drains and sewers common to the premises.
- F) Boundary walls of the entire project including outer side of the walls of the Said projects and main gates.
- G) Water pump and motor with installation and room therefore.
- H) Bore well, water pump, overhead tanks and underground water reservoirs, water pipes and other common plumbing installations and spaces required thereto.
- I) Transformer, electrical wiring, meters and fittings and fixtures for lighting the staircase lobby and other common areas (excluding those as are installed for any particular Row Houses/ ROW-BUNGALOWs) and spaces required therefore.
- J) Windows/doors/grills and other fittings of the Common Areas Generator its installations and its allied accessories and spaces required therefore.
- K) Such other Common Areas, equipments, installations, fixtures, fittings in covered and open space in or about the Said Project and/or the Said Row houses/ ROW-BUNGALOWs as are necessary for passage to or use and occupancy of the Flats as are necessary.
- L) Fire fighting system in the Said Project.
- M) Machinery for twenty four hours water supply from captive and deep tubewells and water filtration plant, if any.
- N) AC Banquet.
- O) AC Gymnasium with equipments and accessories.
- P) AC children's indoor games area
- Q) AC lounge and meeting rooms
- R) Roof top Swimming Pool.
- S) Pool side lounge area
- T) Outdoor children play area
- U) Landscaped Garden.
- V) Closed Circuit Camera with Central Security Surveillance.
- W) Ampethatere with sitting area
- X) Library cum yoga centre
- Y) Swage treatment plan

(PART – II)

(Specifications, Amenities and Facilities)

FOUNDATION		RCC Foundation
WALLS		Bricks Masonry

ROOMS	FLOOR	Vitrified Tiles in living/dining area and bedrooms
	WALL	Plaster of Paris Finish
KITCHEN		
	FLOOR	Ceramic Tiles
	COUNTER	Black granite Counter Top
	SINK	Stainless Steel Sink
	DADO	Ceramic tiles (2 ft. above counter)
TOILET		
	FLOOR	Ceramic Tiles
	DADO	Glazed Tiles
	W.C.	European type of Jaquar/Parry ware/similar reputed brand
	WASH BASIN	Jaquar/Parry ware/similar reputed brand
FITTINGS	Stair	Havells or similar Brands
	DOOR FRAME	Wooden Frame
	SHUTTER	Flush Door (Decorative Polished)
	WINDOW	UPVC
	WIRING	Concealed Copper Wiring
	POWER SUPPLY	Through WBSEB Network
	GENERATOR	Power backup – 24 x 7
	STAIRCASE/LOBBY	Kotastone / granite
	WATER SUPPLY	24 x 7 Captive Water Supply

AMENITIES & FACILITIES

- AC BANQUET HALL
- ROOF TOP SWIMMING POOL
- AC CHILDRENS'S INDOOR GAMES ARENA
- AC LOUNGE AND MEETING ROOM
- POOL SIDE LOUNGE ARENA
- OUTDOOR CHILDRENS PLAY AREA
- CLOSE CIRCUIT TV
- POWER BACK UP
- WELL EQUIPPED MULTI GYM
- AMPHITHEATER WITH SITTING ARENA
- LIBRARY CUM YOGA CENTER
- SEWAGE TREATMENT PLANT
- 24 HRS WATER SUPPLY

THE FOURTH SCHEDULE ABOVE REFERRED TO

(ROW HOUSE / ROW-BUNGALOW)

ALL THAT Row House / ROW-BUNGALOW No. _____, measuring a carpet area of _____(_____) square feet, more or less and corresponding to built-up area about _____- square feet, more or less along with a covered carpet area and a Garden attached to the proportionate ROW-BUNGALOW unit measuring _____square feet, more or less which is excluded within the built up area of the ROW-BUNGALOW along with a open Terrace measuring about _____- square feet, more or less (hereinafter referred as the "**ROW-**

BUNGALOW"), TOGETHER WITH right to park medium sized **motor car**, project named "**MOKSHAAH**" together with pro-rata share in the Common Areas of the entire Project, as demarcated within the Plan annexed hereunder and bordered as the " " color.

THE FIFTH SCHEDULE ABOVE REFERRED TO

(PART – I)

(TOTAL PRICE)

Rs. _____/- (Rupees _____) only for the Row House / ROW-BUNGALOW and Parking Space to be paid by the Allottee to the Promoter in the manner as mentioned in Part – II below: This includes Extra Charges.

Sl. No.	Cost Towards	Price	Total price
1	Unit Price depending on Built-up area - Carpet Area - Additional garden area -		
2	Car-parking space area (covered parking)		
3	GST		
	Total price		

(PART – II)

PAYMENT PLAN		
Instalment No.	Payment Stage	Percentage
1.	On Booking	10% of Unit Cost + Taxes as applicable
2.	On Sale Agreement (Within 20 days)	10% of Unit Cost + Taxes as applicable
3.	On Completion of Foundation/Piling	15% of Unit Cost + Taxes as applicable
4.	On Completion of Ground Floor Roof Casting	15% of Unit Cost + Taxes as applicable
5.	On Completion of 1 st Floor Roof Casting	15% of Unit Cost + Taxes as applicable
6.	On Completion of 2nd Floor Roof Casting	10% of Unit Cost + Taxes as applicable
12.	On Completion of Brickwork (unit wise)	10% of Unit Cost + Taxes as applicable
13.	On Completion of Flooring (unit wise)	10% of Unit Cost + 50% Extra Charges + Taxes as applicable

14.	On Possession	5% of Unit Cost + 100% of legal fees + Taxes as applicable
Extras & Deposits:		
1) Transformer/Main Elect. : Rs...../-per sq. ft. On built-up area.		
2) Power backup /Generator: Rs...../-per sq. ft. on built-up area for Stand-by Power Supply for Diesel Generator.		
3) Maintenance Charges: free for 6(six) months after date of declaration for taking possession/ or obtaining Completion Certificate of the project		
5) Legal Charges: 1% of Property Value		
Other terms and conditions :		
a) Lock in period: 1 year from the date of execution of the Agreement.		
b) WBSEB meter: on Actuals		
c) Registration / Stamp Duty / Taxes: As Applicable		
d) GST: As Applicable & Compulsory		
e) Holding charges for Registration after Project handover is Rs. 10,000/- per month.		

IN WITNESS WHERE OF Parties hereinabove named have set the irrelative hands and signed this Agreement for Sale at Kolkata in the presence of attesting witness, signing as such on the day first above written.

MR. SOURAV MITRA

Being Represented by their lawful and Constituted Attorney of

**LOKENATH LEATHER, SRI BHARMHA PADA SARKHEL, SRI
BASUDEV DEY, SRI TAPAS CHANDA & SMT. APARAJITA SARKHEL**

(as the Director of **NEEL INFRA PROJECTS PRIVATE LIMITED**)

[VENDORS]

(as the Director of **NEEL INFRA PROJECTS PRIVATE LIMITED**)

[PROMOTER]

[ALLOTTEE]

Witnesses:

1.

2.

MEMO OF CONSIDERATION

Received **Rs.** _____/- (**Rupees** _____**Only**)
towards part of Unit Price for the sale of the Row House / ROW-BUNGALOW as per the
terms of this Agreement.

Total Consideration amount for Transfer of the Said Flat and Appurtenances described in
the following manner:

Unit NO.	MODE	DATE	BANK	AMOUNT (in RS.)
_____ and _____				
TOTAL				_____-/-

Note : This Agreement is valid subject to realization of cheque(s).

(as the Director of **NEEL INFRA PROJECTS PRIVATE LIMITED**)
[**PROMOTER**]

Witnesses:

1.

2.

LAYOUT PLAN OF
FLAT NO. _____ ON THE _____ FLOOR IN BLOCK NO. _____
ADMEASURING ABOUT _____ SQ. FT., BUILT-UP AREA
(_____ SQ. FT. CARPET AREA) APPROX AS ANNEXURE "A"

MR. SOURAV MITRA

Being Represented by their lawful and Constituted Attorney of

**LOKENATH LEATHER, SRI BHARMHA PADA SARKHEL, SRI
BASUDEV DEY, SRI TAPAS CHANDA & SMT. APARAJITA SARKHEL**

(as the Director of **NEEL INFRA PROJECTS PRIVATE LIMITED**)

[VENDORS]

(as the Director of **NEEL INFRA PROJECTS PRIVATE LIMITED**)

[PROMOTER]

[ALLOTTEE]

