AGREEMENT FOR SALE

THIS AGREEMENTS MADE ON THIS THE

DAY OF

...... TWO THOUSAND AND TWENTY-FIVE (2025)

-BETWEEN -

Sahadev Roy, PAN - ALHPR1750J, AADHAR NO. 6550 8372 4040, s/o. Shib Kinkar Roy, Residing at Village - Rajgram Bazar, P.O. - Rajgram Bazar, P.S. - Murarai, District - Birbhum, PIN - 731 222, Citizen, by faith - Hindu, by Occupation - Business, Suraj Sahana, PAN - BQFPS1733Q, AADHAR NO. 3251 9701 9994, Mobile 9732096845, s/o. Sanat Sahana, Residing at Village - Parbirhata, P.O. - Sripally, P.S. - Bardhaman, District - Purba Bardhaman, PIN - 713 103, Present Address - 196/A, Maharshi Debendra Road, P.O. -Bidan Street, P.S. - Jorabagan, Kolkata - 700 006, Indian Citizen, by faith by Occupation Business, Gitali Majumder, DMVPM3720B, AADHAR NO. 5468 4086 3163, Mobile No. 7076800055, D/O. ASHOK KUMAR SINHA, Residing at Village & P.O.- Barshul, P.S. - Bardhaman, District - Purba Bardhaman, PIN - 713 124, Indian Citizen, by faith - Hindu, by Occupation - House Wife, Miss Alakananda De, PAN - ALOPD9112D, AADHAR NO. 7365 0976 5569, Mobile No. 8335990096, d/o. Asit Ananda De, Residing at Village - Kalyan Nagar, P.O. - Kalyan Nagar via Pansila, P.S. - Khardaha, District - North 24 Parganas, PIN -700 112, Indian Citizen, by faith - Hindu, by Occupation - Service, Anubrata Karati, PAN - BZKPK6832L, AADHAR NO. 5408 6419 3915, Mobile No.- 9733528704, s/o. Gopal Karati, Residing at Village - Nutan Gram, P.O. - Joypur Fakirdas, P.S. - jaypur, District - Howrah, PIN -711 401, Indian Citizen, by faith - Hindu, by Occupation - Service, Abdur Rahim, PAN - ARQPR7520K, AADHAR NO. 2581 3184 8521, s/o. Abdul Latif, Residing at Village - Umarpur, P.O. - Ghorsala, P.S. -Raghunathganj, District - Murshidabad, PIN - 742 235, Indian Citizen, by faith - Muslim, by Occupation - Business, Soyeb Hossain Shaikh, PAN -BJSPS3376P, AADHAR NO. 6872 8580 8412, s/o Shaikh Hossain, residing at Village & P.O. - Jashar, P.S. - Pursurah, District - Hooghly, PIN - 712 415, Indian Citizen, by faith - Muslim, by

Occupation - Business, Sk Hasibur Rahaman, PAN - BAUPR3543N, AADHAR NO. 3204 9631 9173, s/o. Late Sekh Sufiar Rahaman, Residing at Village & P.O. - Purba Nayapara, P.S. - Mangalkote, District - Purba Bardhaman, PIN - 713 147, Indian Citizen, by faith - Muslim, by Occupation - Business, Kazi Abdur Rahaman, PAN - AODPR4526H, AADHAR NO. 5960 8564 4210, S/O. Late Kazi Abdul Awal, Residing at Village & P.O. - Khanji, P.S. - Ketugram, District - Purba Bardhaman, PIN - 713 129, Indian Citizen, by faith - Muslim, by Occupation -Service, Sk Golam Asfia Rahaman, PAN - BFVPS5354G, AADHAR NO. 3997 1926 4617, S/O. Sk. Sufiur rahaman, Residing at Village & P.O. - PurbaNowapara, P.S. - Mangalkote, District - Purba Bardhaman, PIN - 713 147, Indian Citizen, by faith - Muslim, by Occupation -Business, Saiful Ansari, PAN - AXXPA1811F, AADHAR NO. 3449 0907 Samad Ansari, Residing at Village & P.O. s/o. Abdus Mangalkote, P.S. - Mangalkote, District - Purba Bardhaman, PIN - 713 147, Indian Citizen, by faith - Muslim, by Occupation - Professor, Alisha Parvin, PAN - EKJPP2444A, AADHAR NO. 4019 6043 2075, d/o. Munshi Kamruzzaman, w/o. Saiful Ansari, Residing at Village & P.O. -Purba Nowapara, present Address - Village & P.O. - Mangalkot, P.S. -Mangalkote, District - Purba Bardhaman, PIN - 713 147, Indian Citizen, by faith - Muslim, by Occupation - Housewife, Ansari Mesbahuddin Wahed , PAN - AGCPW6210G, AADHAR NO. 2965 5741 7711, s/o. Abdul Wahed Ansari, Residing at Village & P.O. - Mangalkote, P.S. -Mangalkote, District - Purba Bardhaman, PIN - 713 147, Indian Citizen, by faith - Muslim, by Occupation - Doctor, sk. Mujibar rahaman, PAN - ASFPR5205B, AADHAR NO. 4540 4493 2268, s/o. Sk. Amir Hossain, Residing at Village - Bonpara, P.O. - Jhilu, P.S. - Mangalkote, District - Purba Bardhaman, PIN - 713 147, Indian Citizen, by faith - Muslim, by Occupation - Retired Person, sk. Najibur rahaman, PAN - CKUPR5595K, AADHAR NO. 6281 8544 0034, s/o. Sekh Amir Hossain, Residing at Village - Bonpara, P.O. - Jhilu, P.S. - Mangalkote, District - Purba Bardhaman, PIN - 713 147, Indian Citizen, by faith - Muslim, by - Business. Sabana Khatun. PAN IYCPK3601N. AADHAR NO. 9103 4335 3724, w/o. Md. Osman gani, Residing at Green Chinar Complex, Noyapara, P.O. - Hatiara, P.S. - Rajarhat, District - North 24 Parganas, PIN - 700 157, Indian Citizen, by faith -Muslim, by Occupation - Housewife, Mohammad Osman Gani, PAN -BBIPG8098Q, AADHAR NO. 5239 6160 7156, s/o. Delrousun Sekh, Residing at Green Chinar Complex, Novapara, P.O. - Hatiara, P.S. -Rajarhat, District - North 24 Parganas, PIN - 700 157, Indian Citizen, by faith - Muslim, by Occupation - Doctor, Rubina Khatun, PAN -EAFPK3076M, AADHAR NO. 9050 6374 6225, D/O. Akbar Mondal, Residing at Village - Bhaluka, P.O. - Majhipara, P.S. - Amdanga, District -

North 24 Parganas, PIN - 743 145, Indian Citizen, by faith - Muslim, by Occupation - Housewife, SOFIA KHATUN, PAN - AUBPK0027C, AADHAR NO. 6939 5964 2662, Mobile No. 9153344616, d/o. Sk. Sirajul haque, Residing at Shantiniketan Apartment, Bibekananda College Road, P.O. - Sripally, P.S. - Bardhaman, District - Purba Bardhaman, PIN - 713 103, Indian Citizen, by faith - Muslim, by Occupation - Service, Nasima Khatun, PAN - AFPPK2218E, AADHAR NO. 2289 0204 6430, Mobile No. 6295203922, w/o. Sk. Anwar ali, d/o. Md. Osman gani dewan, Residing at Village - Bahargram, Ward No. 9, P.O. - Panskura(R.S.), P.S. -Panskura, District - Purba Midnapore, PIN - 721 152, Indian Citizen, by faith - Muslim, by Occupation - Service, Ensaf Uddin Ahmed, PAN -AELPA8655C, AADHAR NO. 6964 0812 1093, Mobile No. 9800607660, S/O. Late Ambazuddin Ahmed, Residing at Babupara, ward No. - 2, P.O. & P.S. - Dinhata, District - Coochbehar, PIN - 736 135, Indian Citizen, by faith - Muslim, by Occupation - Retired Person, Tanisha Rahman, PAN - CGIPR4585H, AADHAR NO. 7107 5400 9870, Mobile No. 9830084061, d/o. Motiur Rahman, Residing at Flat - 201, DC- 146, Purba Prantik Co. Op. Housing Society Ltd. Street No. - 314, Action Area -1, Water Tank - 7, P.O. & P.S. - New Town, District - North 24 Parganas, PIN - 700 156, Indian Citizen, by faith - Muslim, by Occupation - Student, Mohammad Misbahul Haque, PAN - AIWPH3305B, AADHAR NO. 9775 8065 7816, Mobile No. 9734572235, s/o. Mohammad Rezaul Haque, Residing at Village - Imannagar, P.O.- Mangaldihi, P.S. - Panrui, District - Birbhum, PIN - 731 121, Indian Citizen, by faith - Muslim, by Occupation - Service, Shabnam Parveen, PAN - DKSPP5901C, AADHAR NO. 6751 2870 5821, Mobile No. 9734572235, w/o. Md Misbahul Haque, Residing at Village - Ghola Noapara, P.O. - Usthi, P.S. - Usthi, District - South 24 Parganas, PIN - 743 375, Present Address - Village - Imannagar, P.O.- Mangaldihi, P.S. - Panrui, District - Birbhum, PIN -731 121, Indian Citizen, by faith - Muslim, by Occupation - House Wife, Sahid Hossain, PAN - AIQPH6369F, AADHAR NO. 8789 4400 6457, Mobile No. 9681213901, s/o. Alhaque Sk, Residing at Village & P.O. -Nadanghat, P.S. - Purbasthali, District - Purba Bardhaman, PIN - 713 515, Indian Citizen, by faith - Muslim, by Occupation - Service, Rummana Mufti, PAN - CGAPM4091B, AADHAR NO. 6876 8983 2189, Mobile No. 8106064127, w/o. Seikh Sahabuddin, Residing at Village & P.O. - Bazarpara, P.S. - Uluberia, District - Howrah, PIN - 711 316, Indian Citizen, by faith - Muslim, by Occupation - House Wife, Samima Khatun, PAN - KXMPK1993P, AADHAR NO. 4629 4839 0704, Mobile No. 7384291921, w/o. Moshiur Rahaman, Residing at Village -Dhanpatgani, P.S. _ Sagardighi, Bhurkunda, P.O. District Murshidabad, PIN - 742 226, Indian Citizen, by faith - Hindu, by Occupation - House Wife, Samima Sultana, PAN - FESPS8403G, AADHAR

NO. 8482 1512 7927, Mobile No. 8653890200, d/o. Abbasuddin Molla Alias Mohammad Abbasuddin Sekh, Residing at Village & P.O. -Barua, P.S. - Beldanga, District - Murshidabad, PIN - 742 189, Indian Citizen, by faith - Muslim, by Occupation - House Wife, Sekh Jasimuddin, PAN - AOYPJ8214M, AADHAR NO. 3128 4477 9997, Mobile No. 7431023350, s/o. Sekh Nasir Ali, Residing at Village - Bijoypur, P.O. -Kubajpur, P.S. - Bhatar, District - Purba Bardhaman, PIN - 713 102, Indian Citizen, by faith - Muslim, by Occupation - Service, Ajipa Khatun, PAN - BATPK6302H, AADHAR NO. 5416 5351 0252, Mobile No. 8768763204, d/o. Sk. Jamarul, Residing at Village & P.O. - Chandur, P.S. - Arambag, District - Hooghly, PIN - 712 602, Indian Citizen, by faith - Muslim, by Occupation - Service, Sk Lutfar Rahaman, PAN -ACZPL9693D. **AADHAR** NO. 4497 5497 6318. Mobile 8017323607, s/o. Sekh Abdul Hai, Residing at Village - Jagulipara, P.O. - Paraj, P.S. - Galsi, District - purba Bardhaman, PIN - 713 403, Indian Citizen, by faith - Muslim, by Occupation - Service, Naim Uddin, PAN -ABFPN9609Q, AADHAR NO. 5927 1949 6360, Mobile No. 9831165938, S/O. Md. Abdullah, Residing at - Pragati Apartment, 23/8, Vivekananda Road, P.O. - Talpukur, Barrackpore, P.S. - Titagarh, District - North 24 parganas, Kolkata - 700 123, Indian Citizen, by faith - Muslim, by Occupation - Service, Seikh Rezaul Karim, PAN - BNNPK0127R, AADHAR NO. 8417 6003 9621, Mobile No. 9002323640, s/o. Seikh Mainuddin, Residing at Village - Kulsuna Dighirpar, Purba Uttar Para, P.O. - Bhalugram, P.S. - Mangalkote, District - Purba Bardhaman, PIN -713 143, Indian Citizen, by faith - Muslim, by Occupation - Service, Sumaiya Khatun, PAN - GLNPK6906D, AADHAR NO. 7496 2480 7411, Mobile No. 9002356348, w/o. Wasif Ikbal BIN AZAM, Residing at Village & P.O. - Tentulia, P.S. - Murshidabad, District - Murshidabad, PIN -742 302, Indian Citizen, by faith - Muslim, by Occupation - House Wife, Mohd Noman Mollick, PAN - BVPPM2059A, AADHAR NO. 5691 5562 0781, Mobile No. 7318889925, S/O. Mohd Abdur Razzaque Mollick, Residing at Village – Jamira, P.O. – Amarakuchi, P.S. – Keshpur, District - Paschim Midnapore, PIN - 721 150, Indian Citizen, by faith - Muslim, by Occupation - Service, Shagufta Arefin, PAN -ECNPA4524E, AADHAR NO. 4704 6519 6360, Mobile No. 9433169589, d/o. Samsul Arefin, Residing at Lovely Building, Mirchak, City -Bazar, P.O. Maldah, P.S. -English Bazar, English _ District maldah, PIN - 732 101, Indian Citizen, by Occupation - Student, Abu Hasnat, PAN - AKCPH5326C, AADHAR NO. 8467 6184 4282, Mobile No. 8668443543, s/o. Abdul Latif, Residing at Village - Muthaberia, P.O. - BKTPP, P.S. - sadaipur, District - Birbhum, PIN - 731 104, Indian Citizen, by faith - Muslim, by Occupation Hasnahana, PAN - ANEPH8041D, AADHAR NO. 8445 2829 0818,

Mobile No. 9735298944, w/o. Rafikul Alam, Residing at Village & P.O. - Kanutia, P.S. - Mayureswar, District - Birbhum, PIN - 731 213. Indian Citizen, by faith - Muslim, by Occupation - House Wife, Sakila Khatun, PAN - AXJPB3389F, AADHAR NO. 5364 1686 3231, Mobile No. 9563333136, w/o. Abdul Alim, Residing at Village - Kuli Chowrasta, P.O.- Kuli Kandi, P.S. - Barawan, District - Murshidabad, PIN - 742 168, Indian Citizen, by faith - Muslim, by Occupation - House Wife, Abdul Alim, PAN - ACQPA8427P, AADHAR NO. 5430 3661 6303, Mobile 9563333136. s/o. Abdul Majid, Residing at Village Chowrasta, P.O.- Kuli Kandi, P.S. - Barawan, District - Murshidabad, PIN - 742 168, Indian Citizen, by faith - Muslim, by Occupation - Retired Person, HASIM ABDUL HALIM, PAN - ADAPH9221K, AADHAR NO. 2720 8280 3379, Mobile No. 9051099888, S/O. ABDUL ALIM, Residing at 2 No. Styreet, Bimannagar, Kaikhali, P.O. - Airport, P.S. - Airport, District - North 24 parganas, PIN - 700 052, Indian Citizen, by faith -Muslim, by Occupation - Service, Firoza Begam, PAN - DQQPB7525A, AADHAR NO. 2921 8542 4941, Mobile No. 6289794601, w/o. Seikh Fazlul Karim, Residing at IC- 781, Sector - 3, Saltlake, P.O. - IB Market, P.S. - Bidhannagar, District - North 24 Parganas, PIN - 700 106, Present Address- Village - Kulsuna Dighirpar, P.O. - Bhalugram, P.S. -Mangalkote, District - Purba Bardhaman, PIN - 713 143, Indian Citizen, by faith - Muslim, by Occupation - House Wife, Umar Sultan, PAN - HCPPS9392B, AADHAR NO. 2660 4581 1159, Mobile No. 7006943501, d/o. MOHD SULTAN BALA, Residing at Village & P.O.-Baramula, P.S. - Baramula, District - Baramula, State - jammu & Kashmir, PIN - 193 101, Present Address- Salt Lake, Sector - 3, G.D. Block - 112, Kolkata - 700 106, Bidhannagar, Indian Citizen, by faith - Muslim, by Occupation - Service, Sakila Begam, PAN -BESPB3301Q, AADHAR NO. 8447 8071 7354, Mobile No. 8240556310 w/o. Ashik Iquebal, Residing at Mohini Villa, Block -12, Flat - 3B, Kaikhali Mandalganthi, P.O.- Airport, P.S. - Baguiati, District - North 24 Parganas, PIN - 700 052, Indian Citizen, by faith -Muslim, by Occupation - House Wife, Mehebub AOLPA6072R, AADHAR NO. 8539 1954 3077, Mobile NO.- 9002272140, s/o. Mohammad Nurul Hoque, Residing at Village & P.O. – Kutubganj, P.S. - Ratua, District - Maldah, PIN - 732 102, Indian Citizen, by faith Occupation - Service, Muslim, by Sekhnurul Hoque, AFPPH4268D, AADHAR NO. 5918 8510 8065, Mobile No.- 9832784456, s/o. Yousuf Sekh, Residing at Village & P.O. - Muratipur, P.S. - Bhatar, District - Purba Bardhaman, PIN - 713 121, Indian Citizen, by faith -Muslim, by Occupation - Business, Ali Murtuza, PAN - BCKPM4000R, AADHAR NO. 7267 8021 4817, Mobile No.- 8001711053, s/o. Akkas Ali Saikh, Residing at Village - Shibnagar, P.O. - Jagannathpur, P.S. -

hariharpara, District - Murshidabad, PIN - 742 165, Indian Citizen, by faith - Muslim, by Occupation - Service, Mohammed Anuar Sadat, PAN - AOIPS8293H, AADHAR NO. 5906 4727 0845, Mobile No.- 9093733400, s/o. Mohammed Saifuddin Hossain, Residing at Village - Nalhati Pahar para, P.O. - Nalhati, P.S. - Nalhati, District - Birbhum, PIN - 731 243, Indian Citizen, by faith - Muslim, by Occupation - Service, Al Ameen Education Council, PAN - AACTA4178R, an education and social service organization, registered under Indian Trust act, 1882, vide Registration No. - IV/06083/2008, Registered Office at Village - Khalatpur, P.O. -Dihibhurshut, P.S. - Udaynarayanpur, District - Howrah, Pin - 712 408, represented by present General Secretary, Mohammed Nurul Islam Middya, PAN - AFBPM8446A, AADHAR NO. 7164 9972 8669, Mobile No.- 7797600786, s/o. Middya Mohammed Ommer Ali, Residing at at Village - Khalatpur, P.O. - Dihibhurshut, P.S. - Udaynarayanpur, District - Howrah, Pin - 712 408, Indian Citizen, by faith - Hindu, by Occupation - Retired, Al Ameen Education Foundation, AAHTA5920A, an education and social service organization, registered under Indian Trust act, 1882, vide Registration No. - IV/190303296/2019, Registered Office at 53B, Elliot Road, P.O. and P.S. - Park street, District - Kolkata, Pin - 700 016, represented by present Chairman, Mohammed Nurul Islam Middya, PAN - AFBPM8446A, AADHAR NO. 7164 9972 8669, Mobile No.- 7797600786, s/o. Middya Mohammed Ommer Ali, Residing at at Village - Khalatpur, P.O. - Dihibhurshut, P.S. -Udaynarayanpur, District - Howrah, Pin - 712 408,, Indian Citizen, by faith - Hindu, by Occupation - Retired, Mohibul Rahman, PAN -ANPPR1262F, AADHAR NO. 3414 0400 0126, Mobile No.- 9830600196, s/o. Mojibur Rahman, Residing at 4th Floor, 44/C, Samsul Huda Road, Kolkata, P.O. - Circus Avenue, P.S. - Karaya, District - South 24 Parganas, PIN - 700 017, Indian Citizen, by faith - Muslim, by Occupation - Business, Januat Hossain Mallick, PAN - CNHPM4033K, AADHAR NO. 7529 2345 0654, Mobile No.- 7003222528, s/o. Golam Mustafa Mallick, Residing at Village and P.O. - Kalyanpur, P.S. -Bagnan, District - Howrah, PIN - 711 303, Indian Citizen, by faith -Muslim, by Occupation - Business, Alfa Shirin, PAN - FMVPS4498L, AADHAR NO. 3706 9239 1959, MOBILE NO.- 9593010046, d/o. Mohammad Alauddin, Residing at Village - North Sherpur, P.O. -Jadurhat, P.S. - Baduria, District - North 24 Parganas, PIN - 743 293, Indian Citizen, by faith - Muslim, by Occupation - House Wife, Nadira Khatun Begam, PAN - AJKPB0871D, AADHAR NO. 8942 2112 9308, Mobile No.- 9775270117, w/o. Abdus Samad, Residing at Village and P.O. - Ghurisa, P.S. Ilambazar, District - Birbhum, Pin - 731 214, Indian Citizen, by faith - Muslim, by Occupation - Service, Shanowas PAN - DZRPP8252E, AADHAR NO. 9283 6717



No.- 9832810737, w/o. Moshiur Rahaman, Residing at Village - Ilambazar, P.S. Ilambazar, District - Birbhum, Pin - 731 214, Indian Citizen, by faith - Muslim, by Occupation - House Wife, Minannur Khatun, PAN - ASYPK1525C, AADHAR NO. 2012 5633 6551, Mobile No.- 9475123148, w/o. Taj Uddin Mondal, Residing at Village -Sarbamangala Para, Najrul Pally, P.O. – Bardhaman Sadar, Bardhaman, District - Purba Bardhaman, Pin - 713 101, Indian Citizen, by faith - Muslim, by Occupation - Service, Sabina Hasan, PAN -AGLPH7756D, AADHAR NO. 6937 0903 3563, Mobile No.- 8335985144, w/o. Bazlul Mohi Akhtar Hasan, Residing at 2A, Lower Range, P.O. -Circus Avenue, P.S. - Beniapukur, District - South 24 Parganas, Pin -700 017, Indian Citizen, by faith - Muslim, by Occupation - House Wife, Sabina Yasmeen, PAN - ATWPY6202D, AADHAR NO. 8265 0222 6017, Mobile No.- 9733969604, W/O. Md. Monirul islam, Residing at Village -Goruhat, P.O. - Dhuliyan, P.S. Samserganj, District - Murshidabad, Pin -742 202, Indian Citizen, by faith - Muslim, by Occupation - House Wife, Mohammad Monirul Islam, PAN - ABDPI0495F, AADHAR NO. 7831 9442 9298, Mobile No.- 9733969604, s/o. Md. Abul hossain, Residing at - Goruhat, P.O. - Dhuliyan, P.S. Samserganj, Murshidabad, Pin - 742 202, Indian Citizen, by faith - Muslim, by Occupation - Service, Afia Anum, PAN - BZYPA1527Q, AADHAR NO. 2230 2069 5162, Mobile No.- 8013322864, w/o. Md. Abdul halim molla, Residing at Village - Padmerhat, P.O. - Usthi, P.S. Usthi, District - South 24 Parganas, Pin - 743 355, Indian Citizen, by faith - Muslim, by Occupation - Service, Tausif Jamal, PAN - BEFPJ7432B, AADHAR NO. 6507 0993 8817, Mobile No.- 8584983088, s/o. Mohammed Gaffar, Residing at 30/E, Kustia Masjid Bari Lane, P.O. - Topsia Sub Post Office, P.S. Tiljala, District - South 24 Parganas, Pin - 700 039, Kashif Rashid, PAN NO. AMOPR4462P, Aadhaar No. 5205 4043 6313, Mobile No.-9231660995, Son of Rashid Akther, residing at - 78/1, Topsia Road, P.O.- Topsia, P.S- Topsia, Dist- South 24 Parganas, Pin No- 700046, West Bengal, Indian Citizen, by faith- Muslim, by occupation- Business, Sufia Zaman, PAN AAVPZ9421H, AADHAR NO 5139 5345 9160, Mobile 9434801023, w/o. Aziz Hasan, Residing at Plot No.- DA-10, Satellite Township, Sector Η. Asansol. P.O.-Dhadka, P.S. - Asansol, District - Paschim Bardhaman PIN - 713302, Indian Citizen, by faith - Muslim, by Occupation - House Wife, Shaikh Sahariar Hossain, PAN No.AMKPH1947B, Aadhaar No. 247264639438, Mobile No.- 9207104798, Son of Shaikh Saukat Hossain, residing at Shaikh Brothers, Shaikh Building, 195Hem Baruah Road, Panbazar, Guwahati, Village - Panbazar, P.O.- Panbazar, P.S- Panbazar, District- Kamrup(M), Pin No- 781036, State -Assam, by Nationality -Indian, By faith- Muslim, by occupation- Advocate, Semina Begum, PAN No. BPZPB4191L, Aadhaar No. 4821 40517022, Mobile No.-

9207104798, Wife of Sk Sahariar Hossain, Daughter of Farooque Ahmed, residing at Shaikh Brothers, Shaikh Building, 195 Hem Baruah Road, Panbazar, Guwahati, Village - Panbazar, P.O.- Panbazar, P.S- Panbazar, District-Kamrup (M), Pin No- 781 036, State - Assam, by Nationality -Indian, By faith- Muslim, by occupation- House Wife, Saheli Parvin, PAN No.- CREPP4489F, Aadhar No. -53695592 9330, Mobile No.- 9207104798, Wife of Shaikh Soyeb Hossain, residing at village - Jashar, Daptaripara, P.O - Jashar, P.S.- Pursurah, District - Hooghly, Pin - 712415, State - West Bengal, Nationality- Indian, By faith- Muslim, Occupation- House Wife, Sabana Sultana, PAN No.- EPHPS5259K, Aadhar No. -63302017 1625, Mobile No.- 9207104798, Wife of Mumtajul Goni, residing at Village- Sundarush, P.O-Ankri Serampore, P.S.- Pursurah, District - Hooghly, Pin -712 401, State-West Bengal, Nationality- Indian, By faith- Muslim, Occupation-Service, Sabana Sultana, PAN No.- EPHPS5259K, Aadhar No. - 63302017 1625, Mobile No.- 9207104798, Wife of Mumtajul Goni, residing at Village- Sundarush, P.O-Ankri Serampore, P.S.- Pursurah, District - Hooghly, Pin -712 401, State-West Bengal, Nationality- Indian, By faith- Muslim, Occupation- Service, Sk Mujibur Rahaman, PAN No. BMEPR9747Q, Aadhaar No. 51420885 0224, Mobile No,-8799798553, Son of Late Sk Sufiur Rahaman, residing at Village-- Purba Nayapara, P.O.- Purba Nayapara, P.S- Mongalkote, Dist- Purba Bardhaman, Pin No- 713 147, State - West Bengal, by Nationality -Indian, By faith- Muslim, by occupation-Business, Husnara Kazi, PAN No.- CAAPK1770K, Aadhar No. -6033 5075 8590, Mobile No.- 8799798553, Daughter of Kazi Amin Hossain, residing at 247, Rabindra Pally, Block- D-54, P.O-Bansdroni, P.S- Bansdroni, District - South 24 Parganas, Pin - 700 095, State - West Bengal, Nationality- Indian, By faith-Muslim, Occupation- House Wife, Shaikh Hafizur Rahaman, PAN No. -AOVPRO852C, Aadhaar No. 331165698816, Mobile No.- 8799798553, Son of-Late Sk Suiur Rahaman, residing at Village - Purba Nayapara, P.O.. Purba Nayapara, P.S-Mongalkote, Dist-Purba Bardhaman, Pin No -713 147, State - West Bengal, by Nationality -Indian, By faith- Muslim, by occupation- Service, Reshma Khatun, PAN No. CMNPK6417N, Aadhaar No. 9865 10424077, Mobile No,-9007580177, Wife of- Nasiruddin Azad, Daughter of Abdul Latif, residing at Village - Umarpur, P.O-Ghorshala, P.S.- Raghunathganj, District - Murshidabad, PIN -742235, West Bengal, Nationality- INDIAN, By faith- Muslim, by occupation-Service, Mampi Khatun, PAN No. INKPK4390A, Aadhaar No. 74164587 2576, Mobile No.- 9007580177, Wife of Abdur Rahid, Daughter of Jentu Sk, residing at Village - Nashipur, P.O.- Sanmatinagar, P.S.- Raghunathgani, Dist. Murshidabad, Pin No- 742 213, State - West Bengal, by Nationality -Indian, By faith- Muslim, by occupation-- House Wife, Mumtajul Goni, PAN No. AJCPG4620M Aadhaar No. 6430 1936 6248, Mobile No.- 9207104798, Son of Najrul Islam, residing at Village - Sundarush, P.O - Ankri Serampore, P.S.- Pursurah, District - Hooghly, Pin -712401, State - West Bengal, Nationality- Indian, By faith- Muslim, by occupation-Doctor, Jasmin Khatun, PAN No - ECYPK9981G, Aadhar No. - 4920 14511274, Mobile No.- 8799798553, Wife of Sk Hasibur Rahaman, residing at Village -

Akandara, Malandighi, P.O - Malandighi, P.S.-Kanksa, Pin - 713212, District -Paschim Bardhaman, West Bengal, Nationality- Indian, by faith- Muslim, by occupation- House Wife, Farhana Khatun, PAN No.- FNUPK6386P, Aadhar No. -6260 01629469, Mobile No.- 9434237623, Wife Of Sk. Golam Asfia Rahaman, Daughter of Munshi Mozamal Haque, residing at Village -Purba Nayapara, P.O -Purba Nayapara, P.S.- Mangalkote, District - Purba Barddhaman, Pin - 713 147, State - West Bengal, Nationality- Indian, By faith- Muslim, Occupation- House Abdus Samad, PAN No.- FUGPS6740N, AADHAAR NO- 3801 4466 8409, Mobile No.- 8348665141, Son of - Abdúl Latif, residing at Village - Umarpur, P.O -Ghorshala, P.S.- Raghunathganj, Pin - 742229, District - Murshidabad, West Bengal, Nationality- INDIAN, By faith- Muslim, Occupation- Service, Sahanaj Parvin, PAN No - BXHPP1765L, Aadhar No. - 636217569127, Mobile No.-9123311659, Wife of Abdur Rakib, Daughter of Mir Sajahan Ali, residing at village - Umarpur, P.O - Ghorshala, P.S.- Raghunathganj, Pin - 742229, District -Murshidabad, West Bengal, Nationality- INDIAN, By faith- Muslim, Occupation-Housewife, hereinafter referred to as "the OWNER" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors and successors in interest) of the FIRSTPART, and M/s Redicast Properties Pvt. Ltd. a private company incorporated under Companies Act, 1956, having registered office at 302 North Block, Astra 700156, (PAN Akankha More. Kolkata _ AALCR5001L) represented by one of its Director and authorized signatory SOYEB HOSSAIN SHAIKH (PAN - BJSPS3376P) (Aadhar No. - 6872 8580 8412), Mobile No. - 9207104798, s/o Shaikh Saukat Hossain, Indian Citizen, by faith Muslim, by Occupation - Business, residing at Village - Jashar, Daptari Para, P.O. - Jashar, P.S. - Pursurah, District - Hooghly, PIN -712415, hereinafter reffered to as the "CONFIRMING PARTY", "FIRSTPART" and "CONFIRMING PARTY" are represented by its authorized signatory Mr. Akash Singh, (PAN: DGFPS7563L) (Aadhar - 5312 2906 6185) (vide Board of resolution dated 01.11.2025), son of Kanai Singh, by faith - Hindu, by occupation - Service, by Nationality - Indian, residing at S/o Kanai Singh, 1/H/43, Ramesh Dutta Street, Kolkata-700006, Post Office - Beadon Street, Police Station - Girish Park, of Neelkanth Nirman Pvt. Ltd. nominated and constituted by Power of Attorney dated 30.12.2021 registered with the office of A.D.S.R, Bhangar and recorded in Book No. I, Volume no. 1621-2022, Pages from 16863 to 16928, Being no. 162108563 for the year 2021, Power of Attorney dated 24.01.2022 registered with the office of Additional Registrar of Assurance A.D.S.R, Bhangar and recorded in Book No. I, Volume No. 1621-2022 Pages From 32758 to 32903, being No. 162100709 for the year 2022, Power of Attorney dated 21.07.2022 registered with the office of A.D.S.R, Bhangar and recorded in Book No. I, Volume no. 1621-2022, Pages from 198079 to 198149, Being no. 162106805 for the year 2022, Power of Attorney dated 02.09.2022 registered with the office of A.D.S.R, Bhangar and recorded in Book No. I, Volume no. 1621-2022, Pages from 240280-240304, Being

no. 162108422 for the year 2022, Power of Attorney Dated – 12.10.2023 registered with the office of A.D.S.R, Bhangar and recorded in Book No I, Volume no. 1621-2023, Pages From 225795 to 225850, Being no. 162108885 for the year 2023, Power of Attorney Dated – 12.10.2023 registered with the office of A.D.S.R, Bhangar and recorded in Book No I, Volume no. 1621-2023, Pages From 225851 to 225878, Being no. 16218886 for the year 2023.

AND

Neelkanth Nirman Private Limited, (PAN: AACCN0826A) a company duly incorporated under the relevant provisions of the Companies Act, 1956, having its registered office at 17/H/8, Balai Singhi Lane, 1st Floor, Post Office: Amherst Street, Police Station - Amherst Street, Kolkata - 700009, represented by its authorized signatory Mr. Akash Singh, (PAN: DGFPS7563L) (Aadhar - 5312 2906 **6185)** (vide Board of resolution dated 01/11/2025), son of Kanai Singh, by faith -Hindu, by occupation - Service, by Nationality - Indian, residing at S/o Kanai Singh, 1/H/43, Ramesh Dutta Street, Kolkata-700006, Post Office - Beadon Street, Police Station Girish Park, hereinafter referred to PROMOTER/DEVELOPER" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors and successors in interest) of the SECOND PART:

AND				
(PAN:) son of	Mr	by fai	th Hin	du, by
occupation Business, by Nationality	Indian by	faith Hindu,	residi	ng at
,	West	Bengal	as	the
'PURCHASER/ALLOTTEE' (which term and e	expression s	hall unless e	exclude	d by or
repugnant to the subject or context b	e deemed	to mean	and	include
his/her/its/their heirs, executors, admini	istrators, sı	uccessors,	succes	sors-in-
interests, representatives, nominee/s and assi	igns) of the T	ΓHIRD PAR	Т.	

The Promoter and Allottee shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

DEFINITIONS:

For the purpose of this Agreement for Sale, unless the context otherwise requires-

- a) "Act" means the Real Estate (Regulation and Development) Act, 2016;
- b) "Rules" means the West Bengal Real Estate (Regulation and Development) Rules, 2021 made under the Real Estate (Regulation and Development) Act, 2016;
- c) "Regulations" means the Regulations made under the Real Estate (Regulation and Development) Act, 2016;

"Section" means a section of the said Act.

WHEREAS:

A. The Promoter entered into a Development Agreement with the Owners ALL THAT the piece and parcel of land containing as per record by estimation an area of 47.6 decimals more or less equivalent to 28 Cottahs 13 Chittaks 25 sqft be the same a little more or less, situate lying at and being the Bamanghata Gram Panchayat, within the limits of the said Panchayat, comprised in R.S/L.R. Dag Nos. 546(Part), 547, 548, 549, 550, 551, 552, 553 (Part), 555, 557(Part), 653 & 654 (Part) and R.S./L.R. Khatian Nos. - Under Dag No. - 653 :- Khatian Nos - 1283, 1543, 1514, 1280, 1371, 1519, 1516, 1309, 1307, 1260, 1308, 1256, 1306, 1259, 1281, 1282, 1257, 1258, 1297, 1544 and 1515, Under Dag No. - 549 :- Khatian Nos - 1551, 1409, 1350, 1350, 1549, 1348, 1349, 1355, 1372, 1382, 1410, 1411, 1412 and 1414, Under Dag No. - 550 :- Khatian Nos - 1543, 1550, 1476, 1415, 1298, 1381, 1383, 1384, 1413, 1421, 1474, 1476, 1487, 1297 and 1494, Under Dag No. - 548 :- Katian Nos - 1299, 1352, 1338, 1354, 1351, 1353, 1305, 1303, 1300, 1302, 1301, 1304 and 1373, Under Dag No. - 551 :- Khatian Nos - 1549, 1412, 1414, 1383, 1415, 1421, 1471 and 1544, Under Dag No. - 552 :- Khatian Nos - 1542, 1412, 1414, 1415, 1413, 1472 and 1475, Under Dag No. - 654 :-Khatian Nos - 1542, 1413, 1488, 1487, 1421, 1298 and 1297, Under Dag No. - 547 :- Khatian Nos - 1543, 1415, 1382, 1383, 1471, 1472 and 1473, Under Dag No. -553 :- Khatian Nos - 1564, 1409, 1542, 1415, 1410, 1411, 1413, 1470, 1473, 1475, 1489, 1490, 1751 and 1754, Under Dag No. - 546: Khatian No. - 1751, Under Dag No. - 555: Khatian Nos. - 1576, 1577, 1578, 1582, 1583, 1584, 1588, 1589, 1590, 1596, 1597, 1598, 1599, 1603 and 1617, Under Dag No. - 557 :-Khatian Nos. - 1638, 1639, 1644, 1655, 1661, 1662, 1723, 1750, 1753, 1791 and 1792 of Mouza- Jothbhim, JL No. 03, Police Station - K.L.C, Bhangar - II, District - South 24 Parganas and Additional District Sub Registration Office at A.D.S.R, Bhangar in the District of South 24 Parganas (hereinafter referred to as "Said Land"), being Development Agreement dated 29.12.2021 registered with the office of A.D.S.R, Bhangar and recorded in Book No I, Volume no. 1621-2022, Pages From 16929 to 17035, Being no. 162108558 for the year 2021, being Development Agreement dated 19.01.2022 registered with the office of A.D.S.R, Bhangar and recorded in Book No I, Volume no. 1621-2022, Pages From 32528 to 32757, Being no. 162100558 for the year 2022, being Development Agreement dated 19.07.2022 registered with the office of A.D.S.R, Bhangar and recorded in Book No I, Volume no. 1621-2022, Pages From 198456 to 198612, Being no. 162106736 for the year 2022, being Development Agreement dated 02.09.2022 registered with the office of A.D.S.R, Bhangar and recorded in Book No I, Volume no. 1621-2022, Pages From 240115 to 240176, Being no. 162108399 for the year 2022, and Power of Attorney dated 30.12.2021 registered with the office of A.D.S.R, Bhangar and recorded in

Book No. I, Volume no. 1621-2022, Pages from 16863 to 16928, Being no. 162108563 for the year 2021, Power of Attorney dated 24.01.2022 registered with the office of Additional Registrar of Assurance A.D.S.R, Bhangar and recorded in Book No. I, Volume No. 1621-2022 Pages From 32758 to 32903, being No. 162100709 for the year 2022, Power of Attorney dated 21.07.2022 registered with the office of A.D.S.R. Bhangar and recorded in Book No. I, Volume no. 1621-2022, Pages from 198079 to 198149, Being no. 162106805 for the year 2022, Power of Attorney dated 02.09.2022 registered with the office of A.D.S.R, Bhangar and recorded in Book No. I, Volume no. 1621-2022, Pages from 240280-240304, Being no. 162108422 for the year 2022, being Development Agreement Dated -11.10.2023, registed with the office of A.D.S.R, Bhangar and recorded in Book No I, Volume no. 1621-2023, Pages From 223069 to 223177, Being no. 162108795 for the year 2023 and Power of Attorney Dated - 12.10.2023 registered with the office of A.D.S.R, Bhangar and recorded in Book No I, Volume no. 1621-2023, Pages From 225795 to 225850, Being no. 162108885 for the year 2023, being Development Agreement Dated - 11.10.2023, registed with the office of A.D.S.R, Bhangar and recorded in Book No I, Volume no. 1621-2023, Pages From 223178 to 223239, Being no. 162108796 for the year 2023 and Power of Attorney Dated -12.10.2023 registered with the office of A.D.S.R, Bhangar and recorded in Book No I, Volume no. 1621-2023, Pages From 225851 to 225878, Being no. 16218886 for the year 2023.

- B. The Said subject Land involved in the said Development Agreement dated 11.10.2023 for Phase II of "Chitrakut Green Ville" measuring about 47.6 decimals equivalent to 28 Cottahs 13 Chittaks 25 sqft is earmarked for the purpose of building a residential Project for Phase II and land measuring about 111.53 decimals has already earmarked for the purpose of residential Project of "Chitrakut Green Ville" Phase - I, comprising multistoried apartment buildings and the said entire project shall be known as "Chitrakut Green Ville (Phase I & II)" with the object of using for apartments. Now the Developer has obtained approval with regard to Phase II being RERA No. and Phase II on the land mentioned herein above where the Developer ultimately obtained sanction vide sanction Plan No. BP-45/BH-II PS/25 Dated 16.10.2025 Which shall be called as "Chitrakut Green Ville - Phase II". In view thereof the Developer shall use and/or mention the entire landed area of Phase I & Phase II measuring about 159.13 decimals equivalent to 96 Cottahs 07 Chittaks 03 sqft be the same a little more or less to dissolve any complication for the inhabitants of Phase I & Phase II of "Chitrakut Green Ville".
- **C.** The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land on which Project is to be constructed. The Allottee/s are agreed to use the Phase I & II as its entirety and all common spaces of "**Chitrakut Green Ville**" along with specification and utilities shall be used by both the Phases without

arising any question. The Developer/Promoter shall use all common pathway and road to complete its entire Project "Chitrakut Green Ville Phase I & Phase II" where the Allottee shall not raise any objection/obstruction.

- The Bhangar II, Panchayat Samity has granted the Commencement D. Certificate to develop the project vide approval dated 16.10.2025 bearing registration, no/Plan no. BP-45/BH-II PS/25 and The New Town Kolkata Development Authority has granted NOC for building permission above 15.5 mts construction at said premises under vide MEMO No. 6767/NKDA/BPS/318/2024, dated: 18.08.2025 for Phase II as Commencement Certificate vide approval No BP-45/BH-II PS/25, Plan No. BP-45/BH-II **PS/25** with NOC No. 6767/NKDA/BPS/318/2024.
- **E.** The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for Phase II of the Project and also for the apartment, plot or building from Competent Authority. The Promoter agrees and undertakes that it shall not make any change in any Block/s to the approved plans except in strict compliance with section 14 of the Act and other laws as applicable.
- F. The Promoter has registered the project under the provisions of the Act with the West Bengal Real Estate (Regulation and Development) Act 2016 at Kolkata onunder Registration No. WBRERA REGISTRATION NO. WBRERA/......,being the relevant in force in the West Bengal and ultimately obtain approval for development landed area measuring about 47.6 decimals for Phase II of "Chitrakut Green Ville". As such the Project naming "Chitrakut Green Ville(Phase Phase II)" shall be an extended part of "Chitrakut Green Ville Phase I".
- **G.** The Allottee had applied for an apartment in the Project vide application dated and has been allotted Apartment no. having carpet area of square feet on Floor, (Balcony Area......Sq. ft. Area excluded from total carpet area) Block No. more or less at ""Chitrakut Greenville Phase II", Jothbhim, South 24 Parganas" at ALL THAT the piece and parcel of land containing as per record by estimation an area of **47.6 decimals** equivalent to 28 Cottahs 13 Chittaks 25sqft be the same a little more or less, situate lying at and being the Bamanghata Gram Panchayat, within the limits of the said Panchayat, comprised in R.S/L.R. Dag Nos. 546(Part), 547, 548, 549, 550, 551, 552, 553 (Part), 555, 557(Part), 653 & 654 (Part) and R.S./L.R. Khatian Nos. - Under Dag No. - 653 :- Khatian Nos - 1283, 1543, 1514, 1280, 1371, 1519, 1516, 1309, 1307, 1260, 1308, 1256, 1306, 1259, 1281, 1282, 1257, 1258, 1297, 1544 and 1515, Under Dag No. - 549 :- Khatian Nos - 1551, 1409, 1350, 1350, 1549, 1348, 1349, 1355, 1372, 1382, 1410, 1411, 1412 and 1414, Under Dag No. - 550 :- Khatian Nos - 1543, 1550, 1476, 1415, 1298, 1381, 1383, 1384, 1413, 1421, 1474, 1476, 1487, 1297 and 1494, Under Dag No. - 548 :- Katian Nos - 1299, 1352, 1338,

1354, 1351, 1353, 1305, 1303, 1300, 1302, 1301, 1304 and 1373, Under Dag No. -551: Khatian Nos - 1549, 1412, 1414, 1383, 1415, 1421, 1471 and 1544, Under Dag No. - 552 :- Khatian Nos - 1542, 1412, 1414, 1415, 1413, 1472 and 1475, Under Dag No. - 654 :- Khatian Nos - 1542, 1413, 1488, 1487, 1421, 1298 and 1297, Under Dag No. - 547 :- Khatian Nos - 1543, 1415, 1382, 1383, 1471, 1472 and 1473, Under Dag No. - 553 :- Khatian Nos - 1564, 1409, 1542, 1415, 1410, 1411, 1413, 1470, 1473, 1475, 1489, 1490, 1751 and 1754, Under Dag No. - 546 :- Khatian No. - 1751, Under Dag No. - 555 :- Khatian Nos. - 1576, 1577, 1578, 1582, 1583, 1584, 1588, 1589, 1590, 1596, 1597, 1598, 1599, 1603 and 1617, Under Dag No. - 557: Khatian Nos. - 1638, 1639, 1644, 1655, 1661, 1662, 1723, 1750, 1753, 1791 and 1792 of Mouza Jothbhim, JL No.03, Police Station - K.L.C, Bhangar - II, District - South 24 Parganas and Additional District Sub Registration Office at A.D.S.R. Bhangar in the District of South 24 Parganas, as permissible under the applicable law and of prorata share in the common areas as defined under clause(m) of Section 2 of the Act (hereinafter referred to as the "Apartment" more particularly described in Schedule A and the floor plan or the apartment is annexed hereto and marked as Schedule B).

- **H.** The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein:
- **a.** The Allottee has independently examined and verified or caused to be examined and verified, inter alia, the following and has fully satisfied himself about the same:
- **b.** The Title of the Owner in respect of the Premises.
- **c.** The Sanctioned Plans of the Buildings and further revised Sanctioned Plan in terms of the Act;
- **d.** the Carpet Area of the Said Apartment;
- e. The Specifications and common Portions of the Project; and
- **f.** The respective rights interest and entitlements of the Owner and the Allottee under this Agreement for Sale.
- **g.** The Purchaser shall have common user right in respect of only those portions of the terrace which are not part of the saleable area of the Developer.
- **h.** The parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications etc. applicable to the Project:
- i. 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.
- j. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between this Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment no 4B having

carpet area of 838 square feet on 4thFloor, (Balcony Area 46 square feet Area excluded from total carpet area) Block No. 1 more or less as specified in para G.

NOW THEREFORE, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other goods 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 agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Apartment as specified in para G.
- 1.2 The Total Price for the Apartment based on the carpet area measuring more or less about sq. ft. is Rs./- (Rupees) Only (Excluding GST).

Block No :	Price of apartment and One Car Parking Space
Apartment No :	
Area – Sq ft. Carpet	Rs) Only
Area (for the purpose of	
registration Super Built-up	
area is Sq ft)	
(Balcony AreaSq ft.	
excluded from total carpet	
area)	
F1	
Floor –	
with One Car Parking Space	
Total Unit Price (in Rupees)	Rs) Only

More fully mention in Para-I of the Payment Plan (Schedule-C) hereinafter.

- **1.3** In addition to the above all other payments shall be payable by the Allottee as mentioned in Payment Plan, part-II to part IV (Section-C)
- **1.4** The Allottee shall make all the payments as per the payment plan set out in Schedule 'C" ("Payment Plan").
- 1.5 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities for the respective unit/s described herein at Schedule in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Allottee as per the provisions of the Act. Provided that the Promoter may make such additions or alterations as may be required by the

Allottee, or such minor changes or alteration if permitted under the provisions of the Act.

- 1.6 The Promoter shall confirm to the final carpet area that has been allotted to the Allottee after the construction of the building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter, if there is reduction in the carpet area then the Promoter shall refund the excess money paid by Allottee within forty-five days, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, of the apartment, allotted to Allottee, the Promoter shall demand that from the Allottee as per the next milestone of the payment plan as provided in Schedule 'C'. All these monetary adjustments shall be made at the same rate per square feet as agreed in para 1.2 of this Agreement.
- **1.7** Subject to para 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the Apartment as mentioned below:
- (i) The Allottee shall have exclusive ownership of the Apartment.
- (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share/interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc. 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 its formation of Association and duly obtaining the completion certificate/occupancy certificate from the competent authority as provided in the Act.
- (iii) That the computation of the price of the Apartment includes recovery of price of land, construction of the Common Areas, internal development charges, cost of providing electric wiring, electrical connectivity to the Apartment, Lift, Water line and Plumbing, finishing with Paint, Marbles, Tiles, Doors, Windows, Fire detection and Firefighting equipment in the common areas (if required by the Concerned Building Plan Sanction Authority), maintenance charges as per para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project.
- (iv) The Allottee has the right to visit the project site to assess the extent of development of the project and his Apartment as the case may be. (prior to take consent from developer).

- **1.8** It is made clear by the Promoter and the Allottee agrees that the Apartment along with covered/open/mechanical parking space shall be treated as a single indivisible unit for all purposes.
- 1.9 The Promoter agrees to pay all outgoings before transferring the physical possession of the Apartment to the Allottees, which it has collected from the Allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Promoter fails to pay all or any of the outgoings collected by it's from the Allottees or any liability, mortgage loan and interest thereon before transferring the Apartment to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable.
- **1.10** The Allottee has paid a sum of **Rs.**/- (**Rupees**) Only (Excluding GST), being part payment towards the Total Price of the Apartment at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan (Schedule 'C') 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, he/they shall be liable to pay interest at the rate prescribed in the Rules.

2. MODE OF PAYMENT:

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan (through a/c. Payee cheque/demand draft/ bankers' cheque or online payment) in favour of NEELKANT NIRMAN PRIVATE LIMITED, payable at Kolkata.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

3.1 The Allottee, if resident outside India, shall be sole 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 amendments/modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/ transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall he 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 his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

3.1 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 apartment 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 him/her under any head(s) of dues against lawful outstanding of the Allottee against the Apartment, if any, in his/her 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 Apartment to the Allottee and the common areas to the association of allottees or the competent authority after receiving the Occupancy Certificate or Completion Certificate, as the case may be, subject to force major as describe in 7.1. Similarly, the Allottee shall pay all accounts payable as per payment Plan (Schedule-C) as and when due & demanded.

6. **CONSTRUCTION OF THE PROJECT/APARTMENT:**

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Apartment and accepted the floor plan, payment plan and the specifications, amenities and facilities as mentioned in different Schedule [annexed along with this Agreement] 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 in 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 Authority 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 APARTMENT:

- 7.1 Schedule for possession of the said [Apartment/Flat//Plot]: The Promoter agrees and understands that timely delivery of possession of the [Apartment/Plot] is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the [Apartment/Flat//Plot] on 31.12.2029 unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the [Apartment/Plot], 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 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. After refund of the money paid by the Allottee, Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoter and that 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 from the competent authority shall offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement to be taken within three (3) months from the date of issue of Occupancy Certificate. Provided that, in the absence of local law, the conveyance deed in favour of the Allottee shall be carried out by the Promoter within 3 months from the date of issue of Occupancy Certificate. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee after taking possession, maintenance charges determined agree(s) pay the as bv Promoter/Association of Allottees, as the case may be after the issuance of the Completion Certificate for the project. The Promoter shall hand over the Occupancy Certificate of the Apartment, as the case may be, to the Allottee at the time of conveyance of the same. It is pertinent to mention that in case any allottee place a written proposal for registration of Deed of Conveyance in his favour of the under constructed area then the same shall be registered in his name but the Completion/Occupancy Certificate shall be handed over later after completion of the phase of the project.

- Failure of Allottee to take Possession of Apartment Upon receiving a written intimation from the Promoter as per para 7.2, the Allottee shall take possession of Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoter shall give possession of the Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in para 7.1 such Allottee shall continue to be liable to pay interest on due payments and maintenance charges as specified in para 7.2.
- Possession by the Allottee After obtaining the occupancy certificate and handing over physical possession of the Apartment to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas to the Association of Allottee or the Competent Authority, as the case may be.
- 7.5 Cancellation by Allottee -The Allottee shall have the right to cancel/withdraw his 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 is entitled to forfeit the Booking amount paid for the allotment. The balance amount of money paid by the allottee shall be returned by the promoter to the allottee within 45 days of such cancellation. The Purchaser/s shall bare the cost of the Registration of Agreement for Sale and Deed of Conveyance and Cancellation of Agreement for Sale, if required.
- 7.6 Compensation- The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for compensation under this 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 fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 7.1; or (ii) due to discontinuance of his business as a Developer 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 allottees, 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 Apartment, with interest at the specified in the Rules within 45 days including compensation in the manner provided under the said Act. Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate specified in the Rules for every month of delay, the handing over the possession of the Apartment.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

The Promoter here represents and warrants to the Allottee as follows:

- (i) The Promoter has absolute, clear and marketable title with respect to the said Land, the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project.
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project for Residential Purpose.
- (iii) There are no encumbrances upon the said land or the Project. The Schedule land does not belong to Project Land of HIDCO.
- (iv) There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the Apartment as on date.
- (v) All approvals, licenses and permits issued by the Competent Authorities with respect to the Project, said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times remain to be incompliance with all applicable laws in relation to the Project, said Land, Building and Apartment 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 said Land including the Project and the said Apartment 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 said Apartment to the Allottee in the manner contemplated in this Agreement.
- (ix) The Promoter Confirm that the Promoter is fully Authorized and restricted to construct and use their Land only for residential purpose.
- (x) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee and the common areas to the Association of Allottees or the Competent Authority, as the case may be.
- (xi) 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.

- (xii) 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 the said project to the competent Authorities till the Completion Certificate has been issued and possession of apartment, plot or building, as the case may be, along with common areas (equipped with all the specification, amenities and facilities) has been handed over to the Allottee and the Association of Allottees or the Competent Authority, as the case may be. The Promoter shall not be liable to pay maintenance of unsold units till the units is sold out to the third parties.
- (xiii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project.

9. EVENTS 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. Promoter fails to provide ready to move in possession of the Apartment to the Allottee within the time period specified in para7.1 or fails to complete the project within the stipulated time disclosed at the time of registration of the project with the Authority. For the purpose of this para ready to move in possession' shall men that the apartment shall be in a habitable condition which is completed 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 developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made there under.
 - **9.2** In case of Default by Promoter under the conditions listed above, Allottee is entitled to the following:
- i.Stop making further payments to 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 shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money with interest as applicable in the Rules, paid by the Allottee under any head whatsoever towards the purchase of the apartment, within forty-five days of receiving the termination notice.

- **9.3** The Allottee shall be considered under a condition of Default, on the occurrence of the following events:
- (i) In case the Allottee fails to make payments for consecutive demands made by the Promoter as per the payment plan Schedule 'C' annexed hereto, despite having been issued notice in that regard, the allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate prescribed in the Rules.
- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond 3 (three) consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Apartment in favour of the Allottee and refund the money paid to him by the Allottee by deducting the Booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

Provided that the Promoter shall intimate the allottee about such termination at least thirty days prior to such termination.

10. CONVEYANCE OF THE SAID APARTMENT:

The Promoter on receipt of Total Price of the Apartment as per para 1.2 under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Apartment together with proportionate indivisible share in the Common Areas within 3 months from the date of issuance of the occupancy certificate and the completion certificate, as the case may be to the allottee.

However, in case the Allottee fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee authorizes the promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the promoter is made by the Allottee.

11. MAINTENANCE OF THE SAID BUILDING/APARTMENT/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 Allottees upon the issuance of the Completion Certificate of the project. The cost of such maintenance has been included in the Total Price of the Apartment. In case the common amenities are in future used by the other phases of the said project in such case both the phase Association shall share the cost of maintenances of the common amenities with the other societies of the other phases as per area proportionate ratio or any other manner the societies shall deem fit and proper. The Promoter shall not be liable to pay maintenance of unsold units till the units is sold out to the third parties.

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 charges, within 30 (thrity) days and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

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

The Allottee hereby agrees to purchase the [Apartment/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 APARTMENT FOR REPAIRS

The Promoter / maintenance agency / association of allottees shall have rights of unrestricted access of all Common Areas, garages / closed parking's and 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 [Apartment/Plot] or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

15. USAGE:

Use of Service Areas: The service area, if any, as located within the Project "Chitrakut Green Ville", shall be earmarked for purposes such as services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks. Pump rooms, maintenance and service rooms, firefighting equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the service areas in any manner whatsoever, other than those earmarked for the specific purpose and the same shall be reserved for use by the Association of Allottees formed by the Allottees for rendering maintenance services. However, if the common service areas are used by the allottees of other phases then all the allottees of all the societies of all the phases of the project in future shall abide by the rules for use of the service areas common to all the allottees of the different phases as well as the that of the extended projects. For The purpose of the next Phases the Promoter has taken additional land and all the amenities and facilities shall be and must be shared by all the phases commonly.

16. COMPLIANCE WITH RESPECT TO THE APARTMENT:

16.1 Subject to para 12 above, the Allottee shall after taking possession, be solely

Akush Sing L Authorised Signatory responsible to maintain the Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the building, or the Apartment, or the staircase, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in goods and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc of the Building is not in any way damage or jeopardized.

- 16.2 That Allottee further undertakes, assures and guarantees that he/she would not put any sign-board/nameplate, neon light, publicity material or advertisement material etc. on the face façade of the building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side 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 Apartment or place any heavy material in the common passage or staircase of the building. The Allottee shall also not remove any wall including the outer and load bearing wall of the Apartment.
- **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 Allottees and/or Maintenance Agency appointed by Association of Allottees. 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 an Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the project.

18. ADDITIONAL CONSTRUCTIONS:

The Promoter undertakes that he has have right to make additions or to put up additional structure(s) as next phases by taking additional land adjacent to the present Project area after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the Competent Authority (ies) as common use and disclosed, except for any addition construction as may be permitted by the Competent Authority as provided and/or permitted under the Act.

19. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

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

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

The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the Real Estate (Regulation and Development) Act, 2016 and registered with West Bengal Real Estate (Regulation and Development) Rules, 2021; The Promoter showing compliance of various laws/regulations as applicable in the State of West Bengal.

21. BINDING EFFECT:

Forwarding 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 by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar, Registering Authority as and when intimated by the Promoter. If the Allottee(s) fails execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or do not appear before concerned the Sub-Registrar/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 and if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, 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 said Apartment, as the case may be.

23. RIGHT TO AMEND:

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

24. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/SUBSEQUENT ALLOTTEES/NOMINATION:

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Apartment and the Project shall equally be applicable to and enforceable against and by any subsequent Allottees of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes. If the Allottees want to nominate to any third party other than the actual legal heir/s then the Allottees shall pay an amount @ 3% to the Promoter upon consideration amount.

25. WAIVER NOT ALIMITATION TO ENFORCE:

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 [Annexure C] 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 Allottees.

25.2 Failure on the part of the Promoter to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and 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 Agreements 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 there under 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(s) in Project, the same shall be the proportion which the carpet area of the Apartment bears to the total Carpet area of all the Apartment in the Project.

28. FURTHER ASSURANCES:

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

29. PLACE OF EXECUTION:

The execution of this Agreement shall be completed only upon its execution by the Promoter through its authorized signatory at the places which may be mutually agreed between the Promoter and the Allottee, after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at any of the jurisdiction of the Sub-Registrar/District Registrar/Registrar of Assurance or any other Concerned Registering Authority.

30. NOTICES:

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

NAME OF THE ALLOTTEE/S:

.....

NAME OF THE DEVELOPER:

NEELKANTH NIRMAN PRIVATE LIMITED, (PAN: AACCN0826A) a company duly incorporated under the relevant provisions of the Companies Act, 1956, having its registered office at 17/H/8, Balai Singhi Lane, 1st Floor, Post Office: Amherst Street, Police Station - Amherst Street, Kolkata – 700009.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 ALLOTTES:**

That in case there are Joint Allottees 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 Allottees.

32. GOVERNING LAW:

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the 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 obligation of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the Adjudicating Officer under the said Act.

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

34. SAVINGS:

Any application letter, allotment Letter, agreement, or any other document signed by the allottee in respect of the Apartment, as the case may be, prior to the execution and registration of this Agreement for Sale for such Apartment, as the case may be shall not be construed to limit the rights and interest of the allottee under the Agreement for Sale of under the Act or the rules or the regulations made there under.

SCHEDULE 'A' DESCRIPTION OF THE APARTMENT AND COVERED PARKING & EXTRA AMENITIES

PART-I

ALL THAT the residential Apartment No. 4B with Carpet Area of 838 square feet approx consisting of Three bedrooms, one living/dining, two toilet, one open kitchen, one balcony (balcony area 46 square feet Area excluded from total carpet area) constructed in the ratio of the such covered area of the Apartment on the same proportion out of the total area of the land on the 4thFloor, Block No., at "Chitrakut Green Ville - Phase II" and One Car Parking Space at ALL THAT the piece and parcel of land containing an area of 47.6 decimals equivalent to 28 Cottahs 13 Chittaks 25 sqft be the same a little more or less, situate lying at and being the Bamanghata Gram Panchayat, within the limits of the said Panchayat, comprised in R.S/L.R. Dag Nos. 546(Part), 547, 548, 549, 550, 551, 552, 553 (Part), 555, 557(Part), 653 & 654 (Part) and R.S./L.R. Khatian Nos. - Under Dag No. - 653 :- Khatian Nos - 1283, 1543, 1514, 1280, 1371, 1519, 1516, 1309, 1307, 1260, 1308, 1256, 1306, 1259, 1281, 1282, 1257, 1258, 1297, 1544 and 1515, Under Dag No. - 549 :- Khatian Nos - 1551, 1409, 1350, 1350, 1549, 1348, 1349, 1355, 1372, 1382, 1410, 1411, 1412 and 1414, Under Dag No. - 550 :- Khatian Nos - 1543, 1550, 1476, 1415, 1298, 1381, 1383, 1384, 1413, 1421, 1474, 1476, 1487, 1297 and 1494, Under Dag No. - 548 :- Katian Nos - 1299, 1352, 1338, 1354, 1351, 1353, 1305, 1303, 1300, 1302, 1301, 1304 and 1373, Under Dag No. -551 :- Khatian Nos - 1549, 1412, 1414, 1383, 1415, 1421, 1471 and 1544, Under Dag No. - 552 :- Khatian Nos - 1542, 1412, 1414, 1415, 1413, 1472 and 1475, Under Dag No. - 654 :- Khatian Nos - 1542, 1413, 1488, 1487, 1421, 1298 and 1297, Under Dag No. - 547 :- Khatian Nos - 1543, 1415, 1382, 1383, 1471, 1472 and 1473, Under Dag No. - 553: Khatian Nos - 1564, 1409, 1542, 1415, 1410, 1411, 1413, 1470, 1473, 1475, 1489, 1490, 1751 and 1754, Under Dag No. - 546 :- Khatian No. - 1751, Under Dag No. - 555 :- Khatian Nos. - 1576, 1577, 1578, 1582, 1583, 1584, 1588, 1589, 1590, 1596, 1597, 1598, 1599, 1603 and 1617, Under Dag No. - 557: Khatian Nos. - 1638, 1639, 1644, 1655, 1661, 1662, 1723, 1750, 1753, 1791 and 1792 of Mouza Jothbhim, Jurisdiction List No.03, Police Station - K.L.C, Bhangar - II, District - South 24 Parganas and Additional District Sub Registration Office at A.D.S.R. Bhangar in the District of South 24 Parganas be the same a little more or less.

On Road and Butted and Bounded as under; On the North: RS. & LR Plot No. 554 & 555.

On the South: R.S. & L.R. Plot No. 705, Canal Bank Road.

On the East :RS. & LR Plot No. 652, 655 & 703.

On the West: RS. & L.R Plot No. 546.

SCHEDULE 'B'

Description of the Floor Plan for the Apartment No on the.......Floor, Block No. of ""Chitrakut Greenville Phase II". Adjacent to AA-IIIA, Street No.- 758, Jothbhim, South 24 Parganas".

SCHEDULE 'C' PAYMENT PLAN PART-I

Total Agreed Consideration Rs	/- (Rupees) Only.
(Excluding GST) and Goods & Service 7	Tax as applicable extra on	total value at
current rates and/or as applicable at the	e time of payment. Goods	& Service Tax
Registration Number 19AACCN0826A1ZY	,	

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

Total Consideration Rs. ______/- (Rupees ______) Only(Excluding GST). The purchasers have agreed to and shall pay GST at the applicable rates in addition to the consideration amount as per following manner:

- Rs. 1,00,000/- On Expression of Interest (EOI)
- On Booking 9% of Consideration Less EOI
- On Agreement 11% of Consideration
- On Completion of Foundation 5% of Consideration
- On Completion of Ground Floor Casting 5% of Consideration
- On Completion of First (1st) Floor Casting 5% of Consideration
- On Completion of Second (2nd) Floor Casting 5% of Consideration
- On Completion of Third (3rd) Floor Casting 5% of Consideration
- On Completion of Forth (4th) Floor Casting 5% of Consideration
- On Completion of Fifth (5th) Floor Casting 5% of Consideration
- On Completion of Sixth (6th) Floor Casting 5% of Consideration
- On Completion of Seventh (7th) Floor Casting 5% of Consideration
- On Completion of Eighth (8th) Floor Casting 5% of Consideration
- On Completion of Ninth (9th) Floor Casting 5% of Consideration
- On Completion of Tenth (10th) Floor Casting 5% of Consideration
- On Completion of Eleventh (11th) Floor Casting 5% of Consideration
- On Completion of Eleventh (12th) Floor Casting 5% of Consideration
- On Completion of Brick work 5% of Consideration& One Year Maintenance plus GST as applicable.
- On or before Possession/Registry (i.e. when the entire building is ready including common areas) 5% of Consideration

** GST will be payable with every instalment at applicable rate.

PART - II

All payments received after due date will be first applied towards applicable interest (as per Rule 17 of West Bengal Real Estate (Regulation and Development) Rules, 2021) and other sums, if any due and thereafter towards the instalments. No payment will be received after due date without the payment of the applicable interest, if any.

PART - III

The "Promoter" shall endeavour to construct the said Apartment and make the same ready for delivering the possession thereof not later than 31st December 2028 from the date of booking and a grace period of further 6 months subject to force majeure as mention in Application of Booking Form and/or reasons beyond the control of the "Promoter" in which circumstances Clause No. 7.6 shall be applicable. Further Clause No. 7.1 to 7.5 shall also be applicable with regards to the possession of the Said Apartment.

PART - IV

Section A: Additional Payments payable wholly by the Allottee

- (a) All Statutory Rates and Taxes including Goods & Service Tax, betterment and/or development charges and any other tax, duty, levy or charge that may be applicable, imposed or charged etc by the State/Central Government, if any, in connection with construction or transfer of the said Apartment in favour of the Allottee.
- (b) Stamp duty, registration fee and all other taxes, levy, miscellaneous and other allied expenses relating to this Agreement for Sale, the Deed of Conveyance and all other papers and documents that may be executed and/or registered relating to the Said Apartment as also the additional stamp duty, additional registration fee, penalty, interest or any other levy, if any, that may be imposed or payable in this regard at any time. The Advocate appointed by OWNER/DEVELOPER shall take steps to have the Deed of Conveyance registered before the Registering Authorities upon request for the same being made by the Promoter.
- (c) Charges levied by the "Promoter" for any additional or extra work done or any additional amenity or facility provided or any changes, additions, alterations or variation made in the Said Apartment including the costs, charges and expenses

for revision of the Plans to the extent it relates to such changes, additions, alterations or variation.

- (d) Betterment and/or development charges or other levies that may be charged regarding the Premises or the Buildings or the construction in terms hereof.
- (e) Making any changes, additions, alterations or variation in the Buildings and/or providing any additional or special provision, facility, fitting or amenity in the Buildings and/or the Premises, including the costs, charges and expenses for revision of the Plans to the extent it relates to such changes, additions, alterations or variation.

PART - V

Additional consideration payable to the "Promoter" in case there be any increase in Carpet Area of the said Apartment upon construction being made and the measurement being certified by the "Promoter". Such additional consideration shall be calculated at the same rate at which the Agreed Consideration has been computed. On the other hand in case there be any decrease in Carpet Area of the said Apartment after construction being made and the measurement being certified by the "Promoter". Such cost shall be calculated at the same rate at which the Agreed Consideration has been computed and refunded to the Allottee.

SCHEDULE 'D' SPECIFICATIONS, AMENITIES, FACILITIES (WHICH IS PART OF THE BOTH PHASES AND USED BY ALL INHABITANTS/PURCHASERS OF PHASE I & PHASE II OF CHITRAKUT GREEN VILLE)

	• • • • • • • • • • • • • • • • • • • •	• • • • • • • • • • • • • • • • • • • •

Structure:

RCC Structure

Wall:

Exterior: Weather coat over plaster

Interior: Putty on interior wall.

Lift, Lobby, Staircase: Automatic lift of TKE/Kone/ Otis/ Johnson similar make.

Marble/Tiles combination with decorated lift fascia and well decorated floor lobby

Flooring:

Living/ Dining/ All Bed Rooms: Large Vitrified Tiles (4'X2')

Master Bedroom: Wooden Finished Tiles

Kitchen, Toilets & Balcony: Antiskid Tiles

Wall Tiles:

i) In Kitchen up to 2' over kitchen platform.

ii) In Toilets Glazed/Matt ceramic tiles up to door height.

Kitchen Counter: Polished granite top with steel sink.

Doors:

Main Door: Paneled door with wooden frame, Godrej or Similar Make Main Lock

Internal Doors: Solid core flush door on wooden frame.

Windows: Anodized Aluminum Windows, with glass panel

Electrical:

MCB/ Modular Switches/ Wiring: Havell's / Anchor or similar make

Ample Light, Fan, Plug (both 5amps and 15 amps) points in Living/Dining/

Bedrooms/Kitchens and Toilets

Akush Singh Authorised Signatory

AC Points in all bedroom.

TV/ DTH points in living / dining and Master bedroom

Refrigerator and Washing Machine points in suitable areas

Kitchen with exhaust/chimney points, Microwave/Food Processor points,

Bathrooms will have exhaust points, geyser points.

Sanitary and CP Fittings

Chrome Plated Single Liver Fittings of Jaguar or similar make

White colored floor fitted sanitary fittings of Jaguar or similar make.

Balcony Railings:

Specified design of MS Grill

<u>INTERCOM</u>: This facility is provided via MY Gate app.

FIRE EXTINGUISHER : It will be placed as per sanction plan.

<u>CC TV</u> : CC TV surveillance in the gr. floor lobby.

POWER BACK-UP : 24 hours power backup (2 Bed Room Flat 0.75KVA,

3 Bed room Flat 1 KVA)

THE SCHEDULE ABOVE REFERRED TO (COMMON PORTIONS OF BOTH PHASES)

.....

1) The land of the Project on which the buildings known as "(Chitrakut Green Ville Phase II)" and all easements and quasi-easement rights and appurtenances belonging thereto save and except the portion of the open space to be reserved by the Promoter herein for providing open car parking spaces to such purchaser/s intending to purchase the same.

- 2) Foundation beams, vertical and supports main wall, common walls, boundary walls, main entrance/gates of the said project at the said premises.
- 3) Main gate of the said premises and common passages from main road to the Enclave and leading to the staircase of the ground floor of the said Building/Block for ingress and egress.
- 4) Installation of common services namely, electricity, water pipes, sewerage, rain water pipes.
- 5) Water pump with motor and pump house.
- 6) Limited rights of the ultimate roof for the purpose of; smooth water supply from overhead reservoir to the flats/units, smooth outlet of rain water, etc. and also for repairing and maintenance purpose only for the smooth enjoyment of all the units by all the co-owners/co-occupiers of the building.
- 7) Drainage, Septic Tank on the Ground floor including all external sewage pipes and water pipes for the use of all owners of the building.
- 8) 24 hours supply of water from overhead tank to the respective flats.
- 9) Common Staircases lift, landing, lobbies etc.
- 10) Lighting in the common spaces, passages, staircases, lift, including fixtures and fittings.
- 11) Common electric meter boxes.
- 12) Open space surrounding the said building at the said premises (save and except the portions of open spaces reserved by the Developers and or its respective nominee/s for open space car parking.
- 13) Common toilets in the Ground Floor.
- 14) Security Guard Room/Outpost.
- 15) All other part of the said building necessary for its existence maintenance and safety for normally in common use of the Purchasers with the Landowners/Vendors herein and the Developer herein and other co-owners of the respective Unit/Flat save and except other portions, exclusively under the Developer herein or its nominees and also save and except the provisions and reservations made in favour of the Developer herein and stated in the Purchasers' covenants portion hereinabove.

The Developer may further provide certain special facilities/amenities on Chargeablebasis. The Applicant may opt to choose the said facilities/amenit

iesonpaymentrequisitechargestothepersonwhowillbeprovidingsuchrecrea tionalfacilities/amenities.ItisfurtheragreedbytheApplicantthatthepersons/entities/agenciesnamedtoprovidethesaidfacilities/amenitiesatthe current development mentioned in any offer document/brochure/collaterals aretentativeandmaychangetimetotime.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for Sale at **NEELKANTH NIRMAN PRIVATE LIMITED,** a company duly incorporated under the relevant provisions of the Companies Act, 1956, having its registered office at 17/H/8, Balai Singhi Lane, 1st Floor, Post Office: Amherst Street, Police Station - Amherst Street, Kolkata – 700009 in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED in presence of
WITNESSES:

1.

SIGNATURE OF THE OWNER/ATTORNEY HOLDER/AUTHORISED SIGNATORY

1.

SIGNATURE OF THE DEVELOPER/AUTHORIZED SIGNATORY

SIGNATURE OF THE PURCHASER/S or ALLOTTEE/S

NEELKANTH NIRMAN (PVT.) LTD

Akon L Siva L

Authorised Signatory

Drafted by me			
(Soumyajit Bha	atta)		
Ad	vocate		
High Court, Ca			
Enroll. No. WI	3-774/2000		
RECEIVED fr	om Purchaser/s or A	llottessthe within mentione	d sum by way of
		2S	
	ST) money as per Men		, ,
	<u>MEMO O</u>	<u> F CONSIDERATION</u>	
Date	Cash/ Cheque No.	Bank & Branch Name	Amount
Date	Casily Cheque No.	Dank & Branch Name	Amount
		TOTAL.	D
		TOTAL	Rs.
(Rupees) Only	
WITNESSES:-			

1.

SIGNATURE OF THE DEVELOPER/AUTHORIZED SIGNATORY