

AGREEMENT FOR SALE

This Agreement is made on this day of June, Two Thousand and Twenty-Five (2025)

BY AND BETWEEN

SK MUDASSIR AHMED (AADHAAR NO-4073 1051 2605, PAN-ANDPA1389C), son of Sekh Mohammad Arif, residing at Padumbasan, Ward No-10 of Tamralipta Municipality, Post Office & Police Station-Tamluk, District-Purba Medinipur, Pin-721636, by nationality-Indian, by faith-Hindu, by occupation-Business, hereinafter called and referred to as the "LAND OWNER" which terms and expressions shall, unless repugnant to the context, include his heirs, successors, executors, administrators, representatives, and assigns) of the FIRST PART. The Owner herein is duly represented by "M/S SHREE BISHNU INFRASTRUCTURE (PAN-AFKFS0535F)", from the registered office premises at Padumbasan, Ward No-6, Tamralipta Municipality, Post Office & Police Station-Tamluk, District-Purba Medinipur, Pin Code-721636, represented by the partners namely - 1) SATYAJIT ROY (AADHAAR NO-7516 3977 5009, PAN-AQAPR8293E), son of Mr. Alayendra Narayan Roy, residing at Rajbari, Padumbasan, Ward No. 06, Tamralipta Municipality, Post Office & Police Station-Tamluk, District-Purba Medinipur, Pin-721636, by nationality-Indian, by faith-Hindu, by occupation-Business, 2) ALPANA ROY (AADHAAR NO-3514 1164 8130, PAN-FZFPR1313L), wife of Mr. Alayendra Narayan Roy, residing at Rajbari, Padumbasan, Ward No. 06, Tamralipta Municipality, Post Office & Police Station-Tamluk, District-Purba Medinipur, Pin-721636, by nationality-Indian, by faith-Hindu, by occupation-Business.

AND

"M/S SHREE BISHNU INFRASTRUCTURE (PAN-AFKFS0535F)", from the registered office premises at Padumbasan, Ward No-6, Tamralipta Municipality, Post Office & Police Station-Tamluk, District-Purba Medinipur, Pin Code-721636, represented by the partners namely - 1) SATYAJIT ROY (AADHAAR NO-7516 3977 5009, PAN-AQAPR8293E), son of Mr. Alayendra Narayan Roy, residing at Rajbari, Padumbasan, Ward No. 06, Tamralipta Municipality, Post Office & Police Station-Tamluk, District-Purba Medinipur, Pin-721636, by nationality-Indian, by faith-Hindu, by occupation-

M/s Shree Bishnu Infrastructure

Alpana Roy

Partner

M/s Shree Bishnu Infrastructure

Satyajit Roy

Partner

Business, 2) ALPANA ROY (AADHAAR NO-3514 1164 8130, PAN-FZFPR1313L), wife of Mr. Alayendra Narayan Roy, residing at Rajbari, Padumbasan, Ward No. 06, Tamralipta Municipality, Post Office & Police Station-Tamluk, District-Purba Medinipur, Pin-721636, by nationality-Indian, by faith-Hindu, by occupation-Business (hereinafter referred to as the "Developer/Confirming Party", which terms shall, unless repugnant to the context, include their heirs, executors, administrators, legal representatives, and assigns) of the SECOND PART.

AND

[Allottee Clause - select as applicable]

If the Allottee is a company:

[Name of Company] (CIN No.), incorporated under the Companies Act, [1956/2013], with its registered office at _____, (PAN No. _____), represented by its authorized signatory, (Aadhaar No. _____), duly authorized by board resolution dated _____, hereinafter referred to as the "Allottee" (which expression shall, unless repugnant to the context, include its successors-in-interest and permitted assigns).

If the Allottee is a partnership:

[Name of Firm], a partnership firm registered under the Indian Partnership Act, 1932, with its principal place of business at _____, (PAN No. _____), represented by its authorized partner (Aadhaar No. _____), duly authorized vide _____, hereinafter referred to as the "Allottee" (which expression shall, unless repugnant to the context, include the partners for the time being, the survivor or survivors, their heirs, executors, and administrators).

If the Allottee is an individual:

Mr./Ms. _____, (Aadhaar No. _____), son/daughter of _____, aged about _____ years, (PAN No. _____), hereinafter referred to as the "Allottee" (which expression shall, unless repugnant to the context, include his/her heirs, executors, administrators, successors-in-interest, and permitted assigns).

If the Allottee is a HUF:

Mr. _____, (Aadhaar No. _____), son of _____, aged about _____ years, for self and as Karta of the Hindu Undivided Family known as _____ HUF, with office/residence at _____, (PAN No. _____)

Business, 2) ALPANA ROY (AADHAAR NO-3514 1164 8130, PAN-FZFPR1313L), wife of Mr. Alayendra Narayan Roy, residing at Rajbari, Padumbasan, Ward No. 06, Tamralipta Municipality, Post Office & Police Station-Tamluk, District-Purba Medinipur, Pin-721636, by nationality-Indian, by faith-Hindu, by occupation-Business (hereinafter referred to as the "Developer/Confirming Party", which terms shall, unless repugnant to the context, include their heirs, executors, administrators, legal representatives, and assigns) of the SECOND PART.

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[Name of Company] (CIN No.), incorporated under the Companies Act, [1956/2013], with its registered office at _____, (PAN No. _____), represented by its authorized signatory, (Aadhaar No. _____), duly authorized by board resolution dated _____, hereinafter referred to as the "Allottee" (which expression shall, unless repugnant to the context, include its successors-in-interest and permitted assigns).

If the Allottee is a partnership:

[Name of Firm], a partnership firm registered under the Indian Partnership Act, 1932, with its principal place of business at _____, (PAN No. _____), represented by its authorized partner (Aadhaar No. _____), duly authorized vide _____, hereinafter referred to as the "Allottee" (which expression shall, unless repugnant to the context, include the partners for the time being, the survivor or survivors, their heirs, executors, and administrators).

If the Allottee is an individual:

Mr./Ms. _____, (Aadhaar No. _____), son/daughter of _____, aged about _____ years, (PAN No. _____), hereinafter referred to as the "Allottee" (which expression shall, unless repugnant to the context, include his/her heirs, executors, administrators, successors-in-interest, and permitted assigns).

If the Allottee is a HUF:

Mr. _____, (Aadhaar No. _____), son of _____, aged about _____ years, for self and as Karta of the Hindu Undivided Family known as _____ HUF, with office/residence at _____, (PAN No. _____).

_____, hereinafter referred to as the "Allottee" (which expression shall, unless repugnant to the context, include the members of the HUF, their heirs, executors, administrators, and permitted assigns) of the THIRD PART.

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

DEFINITIONS:

For the purposes 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;

c. "Regulations" means the Regulations made under the Act and the Rules;

d. "Section" means a section of the Act.

WHEREAS:

a. That at all relevant times, one Sunil Kumar Bhowmik, son of Rakhal Bhowmik of Padumbasan, Ward No. 10, Tamlalipia Municipality, Post Office & Police Station-Tamluk, District-Purba Medinipur, Pin-721636 was the owner and possessor of ALL THAT a piece & parcel of land measuring an area of 41.602 decimals land of L.R. Plot No 67/164 of Mouza-Padumbasan, J.L. No 144 under Police Station-Tamluk in the district-Purba Medinipur and the same was duly recorded in his name in L.R.R.O.R. in L.R. Khatian No. 5447;

b. The said Sunil Kumar Bhowmik, while in peaceful possession of the aforesaid land, transferred the specifically demarcated land measuring an area of 6.071 decimals of L.R. Plot No. 67/164 as mentioned in SCHEDULE-A more specifically in favour of the Land Owner namely SK MUDASSIR AHMED by virtue of two registered Deed of Sale, executed on 09.08.2010 & registered on 10.08.2010 at Additional Registrar of Assurances-III, Kolkata, bearing nos. 1285 of 2010 & 1286 of 2010;

c. The said land is earmarked for the development of a residential project comprising a G+IV (Ground plus Four) storied apartment building, including

flats, garage spaces, common areas, and amenities. The said project shall be known as: "ALPANA ENCLAVE".

- d. 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/Owner regarding the Said Land on which the Project is to be constructed have been completed.
- e. The Tamralipta Municipality has granted the Commencement Certificate to develop the project vide approval dated _____, bearing Registration No. _____. The Promoter has obtained the final layout plan approvals for the Project from the Tamralipta Municipality.
- f. The Owner and the Promoter agree and undertake that they shall not make any changes to these layout plans except in strict compliance with Section 14 of the Real Estate (Regulation and Development) Act, 2016 ("Act") and other laws as applicable.
- g. The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at West Bengal at No. _____ under Registration No. _____.
- h. The Allottee had applied to the Promoter for allotment of a residential flat in the Project vide Application No. _____ dated _____, on the terms and conditions recorded therein, and under the provisional allotment letter bearing No. _____ dated _____, the Allottee has been allotted one residential apartment: Apartment No. _____, Having carpet area of _____ square feet (Super Built-Up Area _____ Sq. Ft.), On _____ floor of the building, Of "ALPANA ENCLAVE", Along with one covered car parking space vide No. _____, admeasuring _____ square feet in the _____ Floor of the building,
- i. As permissible under the applicable law and with pro rata share in the Common Area as defined under Clause (n) of Section 2 of the Act ("Common Areas") (hereinafter referred to as the "Apartment"), more particularly described in the Part - II of Schedule 'A', and the floor plan of the Apartment is annexed hereto and marked as Schedule B.

M/s Shree Bhishnu Infrastructure

Alpana Roy
Partner

M/s Shree Bhishnu Infrastructure

Satyajit Roy
Partner

- j. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- k. The Promoter has, on demand from the Allottee, given inspection of all the documents of title relating to the Land, the plans, the designs and specifications prepared by the Promoter's Architects, and such other documents as are specified under the Act.
- l. 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.
- m. The Parties, relying on the confirmations, representations, and assurances of each other, agree to faithfully abide by all the terms, conditions, and stipulations contained in this Agreement and are now willing to enter into this Agreement.

1. TERMS:

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 H.

Total Price for the Apartment

The Total Price for the Apartment, based on the carpet area, is:

Rs. 00,00,000/- (Rupees _____ only)

Break-up is as follows:

Apartment No.	Floor	Price (in Rupees)
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_____	_____	00,00,000/-	
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M/s Shree Bhisnu Infrastructure
Alpana Roy
Partner

M/s Shree Bhisnu Infrastructure
S. Anil Roy
Partner

Covered Car Parking:

No.	Area (in Sq. Ft.)	Price
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_____	Sq. Ft.	Rs. _____

Explanation:

i) The Total Price above includes the booking amount paid by the Allottee to the Promoter towards the Apartment.

ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of VAT, Service Tax, GST, CGST, if any, and Cess or any other similar taxes) in connection with the construction of the Project payable by the Promoter up to the date of handing over possession of the Apartment.

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

iii) The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated above, and the Allottee shall make payment as demanded by the Promoter within the time and in the manner specified therein.

In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded, along with the Acts/Rules/Notifications, including the effective dates from which such taxes/levies have been imposed.

iv) The Total Price of Apartment includes:

1. Pro rata share in the Common Areas, and
2. Garage(s)/closed parking(s) as provided in this Agreement.

The Total Price is escalation-free, except for increases the Allottee agrees to pay due to:

Development charges payable to the competent authority, and/or

M/s Shree Chisnu Infrastructure
Alpana Roy
Partner

M/s Shree Chisnu Infrastructure
Sudhakar
Partner

Any other increase in charges levied or imposed by competent authority from time to time.

The Promoter undertakes and agrees that while raising a demand on the Allottee for an increase in development charges or other costs/charges imposed by the authorities, the Promoter shall enclose the relevant notification/order/rule/regulation with the demand letter issued to the Allottee. Such charges shall apply only on subsequent payments.

Payment Terms

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

CLAUSE: REBATE FOR EARLY PAYMENTS

The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.

CLAUSE: ALTERATIONS IN SANCTIONED PLANS

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 described therein in respect of the Apartment, plot, or building, as the case may be, without the previous written consent of the Allottee.

Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.

CLAUSE: CONFIRMATION OF FINAL CARPET AREA

The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the Occupancy Certificate is

M/s Shree Bhishnu Infrastructure

Alpavna Roy

Partner

M/s Shree Bhishnu Infrastructure

Satyajit Roy

Partner

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 such confirmation by the Promoter.

If there is a reduction in the carpet area, then the Promoter shall refund the excess money paid by the Allottee(s) within forty-five (45) days with annual interest at the rate of 10% per annum, from the date when such excess amount was paid by the Allottee(s).

If there is any increase in the carpet area, which is not more than 3% of the carpet area of the said Apartment allotted to the Allottee(s), the Promoter may demand that amount from the Allottee(s) as per the next milestone of the Payment Plan.

All these monetary adjustments shall be made at the same rate per square foot as agreed in Para 1.2 of this Agreement.

CLAUSE: RIGHTS OF THE ALLOTTEE

Subject to Para 9.3, the Promoter agrees and acknowledges, and the Allottee shall have the right to the Apartment as mentioned below:

1. Exclusive Ownership:

The Allottee shall have exclusive ownership of the Apartment.

2. Common Areas:

The Allottee shall also have undivided proportionate share in the Common Areas.

Since the share interest of the Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use 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 duly obtaining the Completion Certificate from the competent authority as provided in the Act.

M/s Shree Ghisnu Infrastructure

Alpana Roy

Partner

M/s Shree Ghisnu Infrastructure

Satyajit Roy

Partner

3. Inclusions in the Price:

The computation of the price of the Apartment includes:

Recovery of price of land,

Construction of the Apartment and Common Areas,

Internal and external development charges,

Taxes,

Cost of providing electric wiring, electrical connectivity to the Apartment, Lift, Water line, and Plumbing,

Finishing with paint, Marbles/Tiles, Doors, Windows in the Common Areas,

Maintenance charges as per Para 11,

Cost for providing all other facilities, amenities, and specifications to be provided within the Apartment and the Project.

It is made clear by the Promoter and the Allottee agrees that the Apartment shall be treated as a single indivisible unit for all purposes.

CLAUSE: INDEPENDENCE OF THE PROJECT

It is agreed that the Project is an independent, self-contained Project covering the said land and is not a part of any other project or zone. It shall not form a part of and/or be linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee.

It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.

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

M/s Shree Dhisnu Infrastructure
Alpana Ray
Partner

M/s Shree Dhisnu Infrastructure
Sabyasachi Ray
Partner

CLAUSE: OUTGOINGS

The Promoter agrees to pay all outgoings before transferring physical possession of the Apartment to the Allottee, which it has collected from the Allottee, including (but not limited to):

Land cost,

Ground rent,

Municipal or other local taxes,

Charges for water or electricity,

Maintenance charges,

Mortgage loan and interest on mortgages or other encumbrances,

Other liabilities payable to competent authorities, banks, and financial institutions related to the Project.

If the Promoter fails to pay any such outgoings collected from the Allottees or any liability, loan, or interest thereon before transferring the Apartment, the Promoter agrees to be liable even after the transfer to pay such outgoings and penal charges (if any) and shall also be liable for any legal proceedings that may arise thereof.

CLAUSE: BOOKING AMOUNT AND PAYMENT PLAN

The Allottee has paid a sum of Rs. 00,00,000/- (Rupees _ only) as booking amount, being part payment towards the total price of the Apartment at the time of application, the receipt of which the Promoter hereby acknowledges.

The Allottee agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan, as may be demanded by the Promoter within the time and in the manner specified therein.

Provided that, if the Allottee(s) delay(s) in payment of any amount which is payable, he/she/they shall be liable to pay interest at the rate specified in the Rules.

M/s Shree Bhishnu Infrastructure
Alpana Roy
Partner

M/s Shree Bhishnu Infrastructure
Satyajit Roy
Partner

CLAUSE: 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 mentioned in the Payment Plan.

Payment shall be made by way of A/c Payee Cheque / Demand Draft / Banker's Cheque / Online Payment in favour of:

M/S SHREE BISHNU INFRASTRUCTURE, payable at Kolkata.

CLAUSE: COMPLIANCE OF LAWS RELATING TO REMITTANCES

If the Allottee is a resident outside India, he/she shall be solely responsible for complying with the necessary formalities as laid down in:

The Foreign Exchange Management Act, 1999,

The Reserve Bank of India Act, 1934,

Relevant Rules and Regulations,

Any statutory amendments/modifications made thereof, and

All other applicable laws including those relating to:

Remittance of payment,

Acquisition, sale, or transfer of immovable properties in India.

The Allottee shall provide the Promoter with such permissions and approvals that would enable the Promoter to fulfill its obligations under this Agreement.

Any refund, transfer of security, if provided in terms of the Agreement, shall be made in accordance with the provisions of the FEMA, RBI Regulations, or any other applicable law.

The Allottee understands and agrees that in case of any failure on their part to comply with the RBI guidelines, he/she may be liable for action under FEMA or other applicable laws. The Promoter accepts no responsibility in this regard.

M/s Shree Bishnu Infrastructure
Alpasa Roy
Partner

M/s Shree Bishnu Infrastructure
S. H. Bhatnagar
Partner

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 after signing this Agreement, it shall be the Allottee's sole responsibility to intimate the same in writing to the Promoter and comply with the necessary formalities.

The Promoter shall not be responsible for any third party making payments/remittances on behalf of the Allottee.

Such third party shall not have any right in the application or allotment of the said Apartment.

The Promoter shall issue payment receipts only in favour of the Allottee.

CLAUSE: ADJUSTMENT / APPROPRIATION OF PAYMENTS

The Allottee authorizes the Promoter to adjust and appropriate all payments made by him/her under any head(s) of dues against any lawful outstanding of the Allottee in his/her name.

The Allottee undertakes not to object or demand or direct the Promoter to adjust his/her payments in any particular manner.

Time is of the essence for both the Promoter and the Allottee.

The Promoter shall abide by the time schedule for completing the Project and handing over the Apartment to the Allottee and the Common Areas to the Association of Allottees after receiving the Occupancy Certificate or Completion Certificate or both, as the case

CONSTRUCTION OF THE PROJECT / APARTMENT

The Allottee has seen the specifications of the Apartment and accepted the Payment Plan, floor plans, layout plans \[annexed with this Agreement], which have 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, specifications, amenities, and facilities, subject to the terms of this Agreement. The Promoter undertakes to strictly abide by such plans approved by the

M/s Shree Bhishnu Infrastructure
Alpavara Rao
Partner

M/s Shree Bhishnu Infrastructure
S. J. J. J. J.
Partner

Competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms, and provisions prescribed by the West Bengal Municipal Building Rules, 2007. The Promoter shall not have an option to make any variation/alteration/modification in such plans, other than in the manner provided under the Act. Breach of this term by the Promoter shall constitute a material breach of the Agreement.

POSSESSION OF THE APARTMENT

7.1 Schedule for Possession of the said Apartment:

The Promoter agrees and understands that timely delivery of possession of the Apartment is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the Apartment on 31st December 2024, unless there is a 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 the completion of the Project is delayed due to Force Majeure conditions, then the Allottee agrees that the Promoter shall be entitled to an extension of time for delivery of possession of the Apartment, provided that such Force Majeure conditions are not of a nature which makes 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, the 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

M/s Shree Bhishnu Infrastructure

Alpana Roy

Partner

M/s Shree Bhishnu Infrastructure

Satyajit Roy

Partner

terms of this Agreement, to be taken within 3 (three) months from the date of issue of such notice. The Promoter shall give possession of the Apartment to the Allottee.

The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on the part of the Promoter.

The Allottee, after taking possession, agrees to pay the maintenance charges as determined by the Promoter / Association of Allottees, as the case may be.

7.3 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 the 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 7.2, such Allottee shall continue to be liable to pay maintenance charges as applicable.

7.4 Possession by the Allottee:

After obtaining the occupancy certificate and handing over physical possession of the Apartments in the building 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 Allottees or the Competent Authority, as the case may be, as per local law.

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.

M/s Shree Bhishnu Infrastructure
Albana Roy
Partner

M/s Shree Bhishnu Infrastructure
Santosh Roy
Partner

The balance amount of money paid by the Allottee, after deducting the tax already paid to the Government by the Promoter, shall be returned by the Promoter to the Allottee within 45 days of such cancellation.

7.6 Compensation:

The Promoter shall compensate the Allottee in case of any loss caused 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. The claim for interest and compensation under this provision shall not be barred by limitation 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 its business as a developer on account of suspension or revocation of the registration under the Act, or for any other reason,

then the Promoter shall be liable, on demand, to the Allottee (in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available) to return the total amount received, with interest at the rate specified in the Rules within 45 days, including compensation as provided under the Act.

Provided further, that where the Allottee does not intend to withdraw, the Promoter shall pay the Allottee interest at the rate specified in the Rules for every month of delay, till the handing over of possession.

REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

1. The Owner has absolute, clear, and marketable title with respect to the said land.
2. The Promoter has requisite rights to carry out development upon the said land and holds actual, physical, and legal possession.

M/s Shree Chisnu Infrastructure
Alpana Roy
Partner

M/s Shree Chisnu Infrastructure
S. K. Singh
Partner

3. The Promoter has lawful rights and requisite approvals from competent Authorities.
4. There are no encumbrances on the said land or the Project.
5. No litigations are pending before any Court or Authority concerning the said land, project, or Apartment.
6. All approvals, licenses, and permits from Competent Authorities are valid and obtained through due process.
7. Promoter has complied and will continue to comply with all applicable laws.
8. The Owner and Promoter have the right to enter into this Agreement and have not committed or omitted anything that may affect the Allottee's title.
9. No agreement has been entered into with any third party that would affect the Allottee's rights.
10. The Promoter is not restricted in any manner from selling the Apartment.
11. At the time of execution of the conveyance deed, vacant and peaceful possession of the Apartment shall be given.
12. The Schedule Property is not subject to any HUF, minor's rights, or claims.
13. The Promoter has duly paid and shall continue to pay all government dues.
14. No notice for acquisition or requisition has been received.
15. The property is not Waqf property.

EVENTS OF DEFAULTS AND CONSEQUENCES

Promoter's Default:

The Promoter shall be considered under default if:

1. Promoter fails to provide ready-to-move-in possession within the time specified.
2. Promoter discontinues business due to suspension or revocation of registration.

M/s Shree Bhishnu Infrastructure
Alpana Roy
Partner

M/s Shree Bhishnu Infrastructure
Sudhishita Roy
Partner

Consequences:

The Allottee may stop making further payments until milestones are achieved.

The Allottee may terminate the Agreement, and the Promoter shall refund all payments (after deducting applicable government taxes) within 45 days.

If the Allottee does not terminate, the Promoter shall pay interest for the delay monthly until possession.

Allottee's Default:

The Allottee shall be in default if:

1. He/she fails to pay as per payment plan (Schedule 'C') after notice.
2. If such default continues for more than 3 consecutive months, Promoter may cancel the allotment, deduct booking amount and interest, and terminate the Agreement.

CONVEYANCE OF THE SAID APARTMENT

Upon receipt of the total price of the Apartment, the Promoter shall execute the conveyance deed within 3 months of issuance of the occupancy certificate.

If the Allottee fails to deposit stamp duty, registration charges, or legal expenses within the stipulated time, the Promoter may withhold registration until full payment.

The Allottee is solely responsible for compliance under the Indian Stamp Act, 1899.

MAINTENANCE OF THE SAID BUILDING / APARTMENT / PROJECT

The Promoter shall provide and maintain essential services until the maintenance is handed over to the Association of Allottees after issuance of the completion certificate.

Maintenance Deposit:

Rs. .60/- per sq. ft per month from the date of possession for 24 months.

M/s Shree Bhishnu Infrastructure
Alpana Roy
Partner

M/s Shree Bhishnu Infrastructure
S. K. Singh
Partner

12 months' deposit is adjustable, and another 12 months' deposit shall remain as security, refundable without interest after project handover, subject to adjustments.

The actual amount of security deposit for the personal electric meter is payable by the purchaser for their respective units / flats / car parking.

DEFECT LIABILITY

If any structural defect or defect in workmanship, quality, or services is brought to the notice of the Promoter within 5 years from the date of possession, the Promoter shall rectify the same within 30 days, at no extra charge.

In the event of failure, the Allottee shall be entitled to appropriate compensation under the Act.

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

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

RIGHT TO ENTER THE APARTMENT FOR REPAIRS

The Promoter / Maintenance Agency / Association of Allottees shall have unrestricted access to all Common Areas, garages / covered parking and parking spaces for providing necessary maintenance services. The Allottee agrees to permit the Association of Allottees and/or maintenance agency to enter into the Apartment or any part thereof, after due notice and during normal working hours, unless the circumstances warrant otherwise, to rectify any defect.

USAGE: Use of Basement and Service Areas

M/s Shree Dhisnu Infrastructure

Alpesh Roy
Partner

M/s Shree Dhisnu Infrastructure

Satyajit Roy
Partner

The basement(s) and service areas, if any, located within the 'ALPANA ENCLAVE', shall be earmarked for purposes such as:

Electric sub-station

Transformer

DG set rooms

Underground water tanks

Pump rooms

Maintenance and service rooms

Other permitted uses as per sanctioned plans

The Allottee shall not be permitted to use these service areas and basements in any manner other than those earmarked as parking spaces. These areas shall be reserved for use by the Association of Allottees for rendering maintenance services.

GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT

Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment at his/her own cost in good repair and condition. The Allottee shall:

Not violate any law or rule of any authority.

Not alter or add to the Apartment structure.

Maintain the walls, partitions, sewers, drains, pipes, and appurtenances in tenantable condition.

Ensure that the support and shelter of the building are not jeopardized.

The Allottee further undertakes:

Not to place any signboard, neon light, advertisement, etc., on the façade or external part of the building or common areas.

M/s Shree Bhishnu Infrastructure
Alpana Roy
Partner

M/s Shree Bhishnu Infrastructure
Sahyashil Roy
Partner

Not to change the color scheme or paint the exterior side of windows or alter the elevation or design.

Not to store hazardous/combustible goods.

Not to place heavy material in common passages or staircases.

Not to remove any wall, including load-bearing walls.

The Allottee shall distribute the electrical load in conformity with the installed system and shall be responsible for any loss or damages arising from breach of the above.

COMPLIANCE OF LAWS, NOTIFICATIONS, ETC. BY PARTIES

The Allottee enters into this Agreement with full knowledge of all applicable laws, rules, regulations, and notifications related to the project. The Allottee shall:

Comply with all legal requirements post-possession.

Carry out, at his/her own cost, all requisitions, demands, and repairs required by any competent authority.

ADDITIONAL CONSTRUCTIONS

The Promoter undertakes that it has no right to make additional constructions anywhere in the project after approval of the building plan by the Competent Authority(ies), except as permitted under the Act.

PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

After executing this Agreement, the Promoter shall not mortgage or create a charge on the Apartment. If any such mortgage or charge is created, it shall not affect the right and interest of the Allottee under any law in force.

APARTMENT OWNERSHIP ACT

The Promoter assures that the entire project complies with the West Bengal Apartment Ownership Act, 1972 and other applicable laws/regulations of West Bengal.

M/s Shree Dhishnu Infrastructure

Alpana Rout

Partner

M/s Shree Dhishnu Infrastructure

Satyajit Das

Partner

BINDING EFFECT

Forwarding this Agreement to the Allottee does not create a binding obligation on either party until:

1. The Allottee signs and delivers the Agreement with all schedules and required payments within 30 (thirty) days from receipt.
2. The Allottee appears for registration before the Sub-Registrar when called by the Promoter.

If the Allottee fails to do so, the Promoter shall issue a notice. If the default is not rectified within 30 days, the application shall be cancelled, and all deposits, including booking amount, shall be refunded without any interest or compensation.

ENTIRE AGREEMENT

This Agreement, along with its schedules, constitutes the entire agreement between the Parties, superseding any previous communications, agreements, letters, or arrangements, whether oral or written, relating to the Apartment.

RIGHT TO AMEND

This Agreement may only be amended by written consent of both Parties.

PROVISIONS APPLICABLE TO SUBSEQUENT ALLOTTEES

All provisions and obligations under this Agreement shall apply equally to subsequent Allottees in the case of a transfer, as these obligations run with the Apartment.

WAIVER NOT A LIMITATION TO ENFORCE

The Promoter may, at its sole discretion, waive a breach by the Allottee (e.g., delayed payment), including waiving interest. However:

This does not set a precedent.

Such discretion in one case does not bind the Promoter in other cases.

M/s Shree Bhishnu Infrastructure

Alpesh Roy

Partner

M/s Shree Bhishnu Infrastructure

Satyajit Roy

Partner

Failure to enforce a provision is not a waiver of future rights.

SEVERABILITY

If any provision is deemed unenforceable under applicable laws, that provision shall be amended or deleted to the extent required, without affecting the validity of the remaining provisions of this Agreement.

METHOD OF CALCULATION OF PROPORTIONATE SHARE

Wherever the Allottee is required to make a payment in common with other Allottees, the same shall be in proportion to the carpet area of the Apartment relative to the total carpet area of all Apartments in the Project.

FURTHER ASSURANCES

Both Parties agree to execute and deliver all documents and take necessary actions to effectuate the provisions of this Agreement and to perfect any rights created or transferred hereunder.

PLACE OF EXECUTION

This Agreement shall be executed by the Promoter through its authorized signatory at the Promoter's office, or any mutually agreed location at Kolkata, and registered at any jurisdictional office of the Sub-Registrar at Cossipore, Dum Dum, or Additional Registrar of Assurances at Kolkata.

Hence, this Agreement shall be deemed executed at Kolkata.

NOTICES

All notices under this Agreement shall be deemed duly served if sent via Registered Post to the addresses specified below:

Allottee Name & Address:

(Insert Allottee's name and address)

M/s Shree Dhisnu Infrastructure
Alpana Roy
Partner

M/s Shree Dhisnu Infrastructure
Siddhant Roy
Partner

Promoter:

"M/S SHREE BISHNU INFRASTRUCTURE (PAN-AFKFS0535F)", from the registered office premises at Padumbasan, Ward No-6, Tamralipta Municipality, Post Office & Police Station-Tamluk, District-Purba Medinipur, Pin Code-721636

Both Parties must inform the other of any change in address via Registered Post. Otherwise, communication at the last known address shall be deemed valid.

JOINT ALLOTTEES

If there are Joint Allottees, all communication shall be sent to the Allottee whose name appears first in the Agreement, and shall be considered properly served on all Allottees.

GOVERNING LAW

All rights and obligations shall be governed by:

The Real Estate (Regulation and Development) Act, 2016

Applicable Rules and Regulations under the Act

Other applicable laws of India in force at the time

DISPUTE RESOLUTION

All disputes arising out of or related to this Agreement, including its interpretation or validity, shall be:

1. First resolved amicably through mutual discussion.
2. If unresolved, settled by arbitration under the Arbitration and Conciliation Act, 1996.

SCHEDULE 'A'

PART - I: DESCRIPTION OF THE LAND

M/s Shree Bishnu Infrastructure
Alpana Roy
Partner

M/s Shree Bishnu Infrastructure
Sudip Kumar
Partner

ALL THAT a piece & parcel of Bastu Land measuring an area of 6.071 decimals of L.R. Plot No. 67/164, L.R. Khatian No. 6612, of Mouza-Padumbasan, J.L. No. 144 under Police Station-Tamluk in the district-Purba Medinipur, within the local limits of Ward No. 10 of Tamralipta Municipality, which is butted and bounded as follows:

On the North- Rest Portion of the Respective Plots

On the South: Plot Nos. 48, 49 & 10' wide Barampathway

On the East: Plot No. 47/2391

On the West: Plot No. 47

SCHEDULE 'B'

FLOOR PLAN OF THE APARTMENT ATTACHED HERETO

PART - II: (APARTMENT)

ALL THAT the Apartment No. _____ with Carpet Area of _____ square feet (Super Built-up area _____ Sq. ft.) approx., 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 _____ floor, of "SUBHANGI GARDEN-II".

SCHEDULE - C

PAYMENT SCHEDULE

1. On Application/Booking - 10%
2. On Registration of Agreement for Sale - 10%
3. On Foundation - 20%
4. On Casting of slab of the Apartment - 20%
5. On Brickwork of the Apartment - 10%
6. On Internal plaster of the Apartment - 10%

M/s Shree Dhisnu Infrastructure

Alpana Roy

Partner

M/s Shree Dhisnu Infrastructure

Satyajit Roy

Partner

7. On laying of Flooring of the Apartment – 10%

8. On or before completion of the Apartment & possession thereof – 10%

GST EXTRA.

SCHEDULE 'D'

SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE APARTMENT)

1. STRUCTURE: R.C.C Frame Structure
2. WALLS: Outer wall 8" thick, inner wall 5" and/or 3" thick
3. FLOOR: All floors are floor tiles except kitchen and bathroom marble
4. DOOR: All frames of good quality wood, completed with flush door, lock, safety chain, eye ball, stopper, handle etc. Collapsible gate on main entrance gate on 4 owners' flat
5. WINDOWS: Aluminium Channel with outside grill
6. KITCHEN: Cooking platform with 3" glazed tiles, one sink, exhaust fan point, one water point with C.P. bib cock (one)
7. TOILETS:
 - Glazed Tiles Up To 6 Feet
 - Height Concealed Piping
 - Shower Point
 - W.C. attached toilet
 - Tiles and attached toilet with plan commode/pan and geezer
8. FLOORING: All flooring will be tiles except kitchen and toilets with marble
9. ELECTRICITY: All wiring copper concealed; switches (Anker brand)

10. INTERIOR WALL COATS: Plaster of Paris and painted with Asian Paint or equivalent
11. EXTERNAL BALCONY: Fitting with half grill
12. LIFT: 4 Persons with manual operation
13. EXTRA WORK: Any extra work other than standard shall be charged extra by builder/developer
14. RULES AND REGULATION: As per Govt. rules applicable for Flats/Apartments

M/s Shree Bhisnu Infrastructure
Alpana Roy
Partner

1. Stair, staircase, stair railings on all floors and stair room
2. Lift, lift landings, and lift machine room
3. Common passage
4. Drainage system, sewerage system with fittings
5. Common user right of roof and parapet
6. Water pump, water line, pipes and plumbing installations
7. Common electrical fittings and wirings
8. Boundary wall, entrance and exit gates, whole exterior
9. Such other common parts, equipment, installations, fixtures, etc.
10. Foundations, columns, beams, main gate, passage, staircase
11. Installations for drainage, water supply, electric and telephone connections
12. Underground and overhead reservoirs, pump, motor, pipes

M/s Shree Bhisnu Infrastructure
Sabyasachi Roy
Partner

M/s Shree Bhishnu Infrastructure
Alpana Ray
Partner

Alpaca Ray

- ## Partner

Signature

Partner

Suprit Das

Sept 12, 1901

On default, the Association may stop utilities (electricity/water) until dues are paid.

The PURCHASER shall not:

- a) Violate rules for common areas
- b) Harm or damage common areas or other units
- c) Carry out repairs affecting structure
- d) Store offensive/hazardous materials
- e) Affix or draw cables/pipes through common areas or other units
- f) Keep heavy articles or operate unusual machines

SCHEDULE - H

EASEMENTS AND QUASI-EASEMENTS

The Co-Owners/Vendors shall allow each other and the Association, the following:

- i) Right of common passage and use of common portions
- ii) Passage of utilities (telephone, cable, pipes)
- iii) Rights of support, shelter, and protection
- iv) Unfettered right over common portions (excluding car parking)
- v) Such rights as are usually held or used
- vi) Right to install TV antenna on roof as per designated area by Developer or Association

M/s Shree Bhisnu Infrastructure
Alpavara Rao
Partner

M/s Shree Bhisnu Infrastructure
Suryajit Reddy
Partner

SIGNATURE OF THE WITNESS

For M/s. SHREE BISHNU INFRASTRUCTURE

M/s Shree Bhisnu Infrastructure M/s Shree Bhisnu Infrastructure

Satyajit Ray

(Signature)

Partner

Alpina Ray

Partner

Proprietor

SIGNATURE OF THE DEVELOPER

Identified by:

Name: _____

Son of: _____

By Faith: _____

Occupation: _____

Residing at: _____

P.O.: _____

P.S.: _____

District: _____