

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is executed on this day of, 2025 **(TWO THOUSAND AND TWENTY FIVE) BETWEEN (1) SMT. BIJALI MONDAL (PAN : EYSPM5701G), (Aadhaar No.: 7112 6564 7791),** wife of- Late Kanai Lal Neogi alias Kanai Lal Mondal, **(2) SRI CHANDAN MONDAL (PAN : AJNPM1320R), (Aadhaar No.: 4594 6391 2383), (3) SRI JAYANTA MONDAL (PAN : ALHPM8537A), (Aadhaar No.: 5165 4273 2172),** both No. 3 & 4 sons of- Late Kanai Lal Neogi alias Kanai Lal Mondal, **(4) SMT. DEBI SARKAR (PAN : EMDPS8443E), (Aadhaar No.: 3780 8974 1606),** wife of- Sri Surajit Sarkar, daughter of- Late Kanai Lal Neogi alias Kanai Lal Mondal and **(5) SMT. ARATI BAIRAGI (PAN : CPCPB6642G), (Aadhaar No.: 3349 0006 5726),** wife of- Sri Ashok Bairagi, daughter of- Late Kanai Lal Neogi alias Kanai Lal Mondal, all by faith– Hindu, by Occupation– Business & Housewife, by Nationality- Indian, residing at- Garia Station Road, P.O.- Garia, P.S.- Narendrapur (Erstwhile Sonarpur), Kolkata- 700084, District - South 24 Parganas, **(6) SMT. MOUSUMI SHRESTHA (PAN : RCIPS3365B), (Aadhaar No.: 3110 1137 7144),** wife of Sri Madhu Shrestha, daughter of Nitai Mondal, by Faith– Hindu, by Occupation– Housewife, by Nationality- Indian, residing at- Garia Station Road, P.O.- Garia, P.S.- Narendrapur (erstwhile Sonarpur), Kolkata – 700084, District – South 24 Parganas, **(7) SMT. MITHU DUTTA (PAN : EBYPD9702D), (Aadhaar No.: 4533 6720 1670),** wife of Kamal Dutta, daughter of Nitai Mondal, by Faith– Hindu, by Occupation– Housewife, by Nationality- Indian, residing at- Taramani Ghat Road, P.O.- Paschim Putiari, P.S.- Tollygunj, Kolkata – 700041, District – South 24 Parganas, **(8) TAPATI MONDAL (PAN : DTXPM1552C), (Aadhaar No.: 4388 3794 7726),** wife of Late Raju Mondal, by Faith– Hindu, by Occupation– Housewife, by Nationality- Indian, residing at- Garia Station Road, Near B. P. High School, P.O.- Garia, P.S.- Narendrapur (erstwhile

Sonarpur), Kolkata – 700084, District – South 24 Parganas, **(9) SMT. TANUSREE GANGULY (PAN : AVAPG8895L), (Aadhaar No.: 4448 2174 1191)**, wife of Sri Amit Ganguly, by faith- Hindu, by occupation- Business, by Nationality- Indian, residing at Garia Station Road, Post Office- Garia, Police Station- Narendrapur (Erstwhile Sonarpur), Kolkata – 700084, District- District - South 24 Parganas, **(10) GANGULY HOME SEARCH PRIVATE LIMITED (PAN- AADCG2860J)** a company incorporated under the provisions of Companies Act, 1956 having its registered office at 167, Garia Station Road, P.O- Garia, P.S.- Narendrapur (Erstwhile Sonarpur), Kolkata- 700084, District- South 24 Parganas, and represented by its authorized signatory **SRI SANDIP PRAMANIK (PAN - APCPP5996D), (Aadhaar No.: 5748 8928 9202)**, son of Sri Biswanath Pramanik, by faith– Hindu, by occupation– Business, by nationality- Indian, residing at- 14, Garia Place North, P.O.- Garia, P.S.– Narendrapur (Sonarpur), Kolkata– 700084, District- South 24 Parganas, **(11) ENLIGHTEN BUILDTECH PVT. LTD. (PAN- AAFCE9782K)** a Company incorporated under the Companies Act, 1956, having its registered Office at- 86B/2, Topsia Road, South, Flat No. 3D, Third Floor, P.O. Gobinda Khatik Road, P.S. Topsia, Kolkata – 700046, District- South 24 Parganas and, **(12) ENLIGHTEN PROMOTERS PVT. LTD. (PAN- AAFCE9781L)**, a Company incorporated under the Companies Act, 1956 and having its registered Office at- 86B/2, Topsia Road, South, Flat No. 3D, Third Floor, P.O. Gobinda Khatik Road, P.S. Topsia, Kolkata – 700046, District- South 24 Parganas and represented by one of their Director **SRI RISHAV JHUNJHUNWALA (PAN- AOTPJ5217K) (Aadhaar No.: 7323 5460 0427)**, son of – Sri Manish Jhunjunwala, by faith – Hindu, by occupation- Business, residing at Flat no-1B, Rajbari, 19, Dover Place, P.O.- Gariahat, P.S.- Gariahat, Kolkata-700019, District- South 24 Parganas, all the above are being represented by **GANGULY EVERA DEVELOPERS LLP (PAN - AATFG9509M)**, a Limited Liability Partnership Firm incorporated under the provisions of the Limited Liability Partnership Act 2008, and having its registered office at 4Sight Prestige, 159, Garia Station Road, P.O.- Garia, P.S.– Narendrapur (erstwhile Sonarpur), Kolkata 700084, District – South 24 Parganas, represented through one of its designated partner **SRI AMIT GANGULY (PAN - AIEPG3746R), (Aadhaar No.: 2726 8086 1832)**, son of- Late Ranjit Ganguly, by faith– Hindu, by occupation– Business, by nationality- Indian, residing at- 174, Garia Station Road , P.O.- Garia, P.S.– Narendrapur (erstwhile Sonarpur), Kolkata– 700084, District- South 24 Parganas, hereinafter jointly called and referred to as the **"LANDOWNERS"** (which expression shall, unless repugnant to the meaning or context thereof, be deemed to mean and include their legal heirs, successors and permitted assigns) of the **FIRST PART;**

AND

GANGULY EVERA DEVELOPERS LLP (PAN - AATFG9509M), a Limited Liability Partnership Firm incorporated under the provisions of the Limited Liability Partnership Act 2008, and having its registered office at 4Sight Prestige, 159, Garia Station Road, P.O.- Garia, P.S.– Narendrapur (erstwhile Sonarpur), Kolkata 700084, District- South 24 Parganas, represented through one of its designated partner **SRI AMIT GANGULY (PAN - AIEPG3746R), (Aadhaar No.: 2726 8086 1832)**, son of- Late Ranjit Ganguly, by faith– Hindu, by occupation– Business, by nationality- Indian, residing at- 174, Garia Station Road , P.O.- Garia, P.S.– Narendrapur (erstwhile Sonarpur), Kolkata– 700084, District- South 24 Parganas, hereinafter called and referred to as the **"DEVELOPER"**, (which expression shall, unless repugnant to the meaning or context thereof, be deemed to mean and include its successors and permitted assigns) of the **SECOND PART;**

AND

1) SRI _____ (PAN – _____), (Aadhaar No. _____) son of Sri _____ and (2) SMT _____ (PAN – _____) (Aadhaar No. _____) wife of Sri _____ , both by faith-_____, by nationality – Indian, Occupation- _____, residing at – _____, India, hereinafter called the **"PURCHASERS" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her/ their heirs, executors, administrators, successors-in-interest and permitted assigns) of the **THIRD PART;****

The Landowners, Developers and Purchaser/s shall hereinafter collectively be referred to as the “Parties” and individually as a “Party”

WHEREAS:

The **LANDOWNERS** herein are jointly at present the lawful owners and seized and possessed of **ALL THAT** land measuring an area of about 27 (Twenty Seven) Cottahs 08 (Eight) Chittacks 02 (Two) sq. ft. be the same a little more or less lying and situated within at District – South 24 Parganas, Additional Sub-Registrar Office at Garia, P.S.- Narendrapur (erstwhile Sonarpur), P.O.- Garia, Mouza- Barhas Fartabad, JL No. 47, Under R.S. Khatian No. 1238, 1239, 1052, 1055 and 1056, L.R. Khatian No. 767, 2265, 2266, 4757, 4758, 4759, 4760, 4761 4762, 2260 and 2263 comprising in R.S. & L.R. Dag No. 99, 100, 103 & 104, within the limits of Rajpur Sonarpur Municipality, Ward No. 29, presently being Municipal Holding No. 3006, Garia Station Road, Kolkata – 700 084, and the said land has been more fully and particularly described in the Schedule “A” hereunder written;

HISTORY OF TITLE :-

RS Dag No. 103 of Mouza – Barhans Fartabad, Land measuring 18 decimal

1. Nanigopal Sardar and Hiralal Sardar both sons of Ramchandra Sardar had been the joint owners having equal share of land measuring 9 decimal out of Total land measuring 18 decimal within RS Dag No. 103 of Mouza – Barhans Fartabad and their names were recorded in the RSROR under RS Khatian No. 1238;
2. Nanigopal Sardar while possessing his share of land measuring 4.5 decimal, he died leaving behind his wife Bijanbala Sardar, 3 sons Dr. Sudhangshu Sekhar Sardar, Subhendu Sekhar Sardar, Ardhendu Sekhar Sardar and 5 daughters Ashalata Sanfui, Shibani Roy, Nilima Halder, Gita Biswas and Gayatri Mondal as his only legal heirs;
3. That Swati Mukherjee, Anita Basak and Saraswati Saha being partners of ‘M/s, Constructions and Technical Services’ vide Deed No. 9433/1992 of DR Alipore purchased land measuring 4.5 decimal within RS Dag No. 103 under RS Khatian No.1238 of Mouza – Barhans Fartabad from Bijanbala Sardar, Dr. Sudhangshu Sekhar Sardar, Subhendu Sekhar Sardar, Ardhendu Sekhar Sardar, Ashalata Sanfui, Shibani Roy, Nilima Halder, Gita Biswas and Gayatri Mondal, the legal heirs of Late Nani Gopal Sardar;
4. That said Anita Basak and Saraswati Saha vide Deed No. 4325/2003 of DR Alipore sold their 2/3rd share in said land measuring 4.5 decimal within RS Dag No. 103 under RS Khatian No.1238 of Mouza – Barhans Fartabad to said Swati Mukherjee ;
5. Said Swati Mukherjee by executing a Deed of Sale bearing No. 00437/2014 of ADSR Garia sold her said land measuring 4.5 decimal within RS Dag No. 103 under RS Khatian No.1238 of Mouza – Barhans Fartabad to Ganguly Home Search Pvt. Ltd.
6. Said Hiralal Sardar died on 08-03-1980 and his wife Anila Sardar died on 27-12-2006 leaving their 2 (two) sons namely Purnendu Sekhar Sardar, Arabinda Sardar (who pre-deceased his mother on 18.12.2000 leaving behind his wife Smt. Dipali Sardar and 3 (three) daughters Smt. Mahua Mondal, Smt. Mousumi Mondal, Smt. Madhumita Halder as his legal heirs and successors) and 6 (six) daughters namely (1) Smt. Provabati Giri, (2) Smt. Sova Naskar, (3) Smt. Niva Mondal, (4) Smt. Subhra Mondal, (5) Biva Mondal (who pre-deceased her mother on 06.06.1994 leaving behind her four sons namely Sri Ashoke Kumar Mondal, Sri Sasankha Sekhar Mondal, Sri Samarendra Mondal, Sri Amarendra Mondal and four daughters namely Smt. Sumitra Naskar, Smt. Sabita Mondal, Smt. Kabita Mondal, Mira Naskar who died on 19.01.1976 leaving behind her husband Sri Sushil Kumar Naskar and two sons Sri Ramprasad Naskar, Sri Shyamaprasad Naskar as her legal heirs and successors) and (6) Reba Sardar who died on 03.01.2011 leaving behind her only son Sri Sudip Sardar as her legal heir and successor;
7. Said Purnendu Sekhar Sardar while owning and possessing his 1/8th share, by executing a Deed of Sale bearing No. 03613/2020 of ADSR Garia, he sold his 1/8th share i.e. land measuring 0.56

decimal within RS Dag No. 103 under RS Khatian No. 1238 of Mouza – Barhans Fartabad to said Ganguly Home Search Pvt. Ltd.

8. Biva Mondal while owning and possessing her 1/8th share in the said property mentioned in the schedule below, she died leaving behind her four sons namely Ashoke Mondal, Shasanka Shekhar Mondal, Samarendra Mondal and Amarendra Mondal and four daughters Sumitra, Sabita, Mira and Kabita as her legal heirs. The said Samarendro died leaving his wife Namita Mondal and son Abhijit Mondal as his legal heirs. Said Mira Naskar died leaving behind Ramprasad Naskar and Shyama Prasad Naskar. Said 1) Sri Ashoke Kumar Mandal 2) Sri Sasanka Sekhar Mondal 3) Sri Amarendra Nath Mondal 4) Sri Avijit Mondal 5) Smt Namita Mondal 6) Smt Sumitra Naskar 7) Smt Sabita Mondal 8) Sri Ramprasad Naskar 9) Sri Shyama Prasad Naskar 10) Smt Kabita Naskar while possessing their 1/8th share, by executing a Deed of Sale bearing No. 03341/2020 of ADSR Garia, they sold their 1/8th share i.e. land measuring 0.56 decimal within RS Dag No. 103 under RS Khatian No. 1238 of Mouza – Barhans Fartabad to Enlighten Buildtech Pvt. Ltd., and Enlighten Promoters Pvt. Ltd.,
9. Said Provabati Giri while possessing her 1/8th share, she by executing a Deed of sale being Deed No. 11255/2014 of ADSR Sonarpur, she sold the same to City Star Griha Udyog Private Limited;
10. Said Niva Mondal while possessing her 1/8th share, by executing a Sale Deed being No. 11257/2014 of ADSR Sonarpur, she sold the same to City Star Griha Udyog Private Limited;
11. Said Subhra Mondal while possessing her 1/8th share, by executing a Sale Deed being No. 11256/2014 of ADSR Sonarpur, she sold the same to City Star Griha Udyog Private Limited;
12. Said City Star Griha Udyog Private Limited by virtue of aforesaid three Deeds, while owning said land measuring 1.67 decimal within RS Dag No. 103 under RS Khatian No. 1238 of Mouza – Barhans Fartabad it sold the same to Enlighten Buildtech Pvt. Ltd., and Enlighten Promoters Pvt. Ltd. by executing a Deed of Sale bearing No. 3616/2020 of ADSR Garia;
13. Said Smt. Sova Naskar while owning and possessing her 1/8th share, by executing a Deed of Sale bearing No. 03344/2020 of ADSR Garia, she sold her 1/8th share i.e. land measuring 0.56 decimal within RS Dag No. 103 under RS Khatian No. 1238 of Mouza – Barhans Fartabad to said Enlighten Buildtech Pvt. Ltd., and Enlighten Promoters Pvt. Ltd.
14. Said Sudip Sardar, legal heir of Reba Sardar while owning and possessing his 1/8th share, by executing a Deed of Sale bearing No. 03343/2020 of ADSR Garia, he sold his 1/8th share i.e. land measuring 0.56 decimal within RS Dag No. 103 under RS Khatian No. 1238 of Mouza – Barhans Fartabad to said Enlighten Buildtech Pvt. Ltd., and Enlighten Promoters Pvt. Ltd.
15. Said Smt. Dipali Sardar, Smt. Mahua Mondal, Smt. Madhumita Halder wife and two daughters of Late Arabinda Sardar while owning and possessing their share in the said land by executing a Deed of Sale bearing No. 03342/2020 of ADSR Garia, they sold the same to said Enlighten Buildtech Pvt. Ltd., and Enlighten Promoters Pvt. Ltd. Another daughter of said Late Arabinda Sardar namely Smt. Mousumi Mondal by executing a Deed of Sale bearing No. 04297/2020 of ADSR Garia, she sold the same to said Enlighten Buildtech Pvt. Ltd., and Enlighten Promoters Pvt. Ltd. Thus by aforesaid Two Deeds said Enlighten Buildtech Pvt. Ltd., and Enlighten Promoters Pvt. Ltd got 1/8th share of Late Arabinda Sardar i.e. land measuring 0.56 decimal within RS Dag No. 103 under RS Khatian No. 1238 of Mouza – Barhans Fartabad from his legal heirs.
16. One Rajani Bhusan Sardar alias Rajani Bhusan Roy purchased land measuring 9 decimal in RS Dag No. 103 under RS Khatian No. 1239 of Mouza – Barhans Fartabad vide Deed No. 4804/1952 of SR Baruipur from Smt. Maharani Devi;

17. Said Rajani Bhusan Sardar alias Rajani Bhusan Roy while owning and possessing land measuring 9 decimal out of Land measuring 18 decimal in RS Dag No. 103 under RS Khatian No. 1239 of Mouza – Barhans Fartabad, he by executing a Deed of Gift bearing No. 6712/1993 of ADSR Sonarpur gifted land measuring 6 decimal to his eldest son Sujit Kumar Roy; Said Rajani Bhusan Sardar alias Rajani Bhusan Roy while owning his rest 3 decimal land he died on 29-07-2008 leaving behind his wife Smt. Shibani Roy three sons Sujit Kumar Roy, Surojit Roy, Alope Kumar Roy and 2 daughters Smt. Tapati Jana and Smt. Pranati Jana as his only legal heirs who jointly inherited said land measuring 3 decimal. Said Smt. Shibani Roy, Sujit Kumar Roy, Surojit Roy, Smt. Tapati Jana and Smt. Pranati Jana while possessing their 5/6th share in said land measuring 3 decimal, they gifted their share to said Alope Kumar Roy vide Deed No. 5492/2010 of DSR-IV Alipore;
18. That meanwhile said Sujit Kumar Roy took a financial loan from UCO Bank, Sadananda Road Branch mortgaging the said land measuring 9 decimal in RS Dag No. 103 under RS Khatian No. 1239 of Mouza – Barhans Fartabad also distinguished as Rajpur-Sonarpur Municipal Holding No. 1145, Garia Main Road, Kolkata – 700084; Said Rajani Bhusan Sardar alias Rajani Bhusan Roy was the Gurantor in the said Loan. Due to non-payment of the said loan, the borrower was classified as NPA on 30-06-2007; Thereafter upon serving statutory Notices to the Borrower and the Guarantor, the Bank/secured Creditor published an E-auction notice to the News Papers and also complied the provisions under Rules 8(6) and 9(1) of the Security Interest Enforcement Rules, 2002 by sending 30 days notice to said Sujit Kumar Roy and Alope Kumar Roy who claimed ownership of the said property by their aforesaid Deeds. That thereafter Vide Sale Certificate dated 18-10-2019 issued by Authorised Officer UCO Bank Zonal Office, Kolkata in terms of Rule 9(6) of the Security Interest Enforcement Rules, 2002, one Tanusree Ganguly against Valuable consideration, purchased said land measuring 9 decimal in RS Dag No. 103 under RS Khatian No. 1239 of Mouza – Barhans Fartabad. Thereafter the said ‘Sale Certificate’ dated 18-10-2019 was registered on 05-04-2021 vide ‘Indenture of Registration of Sale Certificate’ before ADSR- Garia bearing Deed No. 02455/2021;

RS Dag No. 99 of Mouza – Barhans Fartabad, Land measuring 8 decimal

19. Satish Chandra Bairagi was the recorded owner of the demarcated land measuring about 4 Katha 14 chitack land in C.S. & R.S. Dag No. 99 under C.S. Khatian No. 1056 and R.S. Khatian No. 747 within Mouza- Barhans Fartabad with other lands and while owning the same he sold the same vide Deed no. 3544/1933 of D.R. Alipore to Smt. Bhushan Bala Dasi. Said Smt Bhushan Bala Dasi gifted her said property to Smt. Sandhyarani Sannyal vide Gift Deed being No. 1093/1977 of D.R. Alipore. Said Smt. Sandhyarani Sannyal transferred 1 katha 4 chittack 2 sq. ft. Bastu land out of her said 4 Katha 14 chitack vide Sale Deed no. 1913/1986 of A.D.S.R. Sonarpur to Smt. Kamala Mondal wife of Pashupati Mondal. Said Kamala Mondal while was in possession of her said property she died on 21-08-2013 and thereafter her husband Pashupati Mondal also died on 14.10.1999 intestate leaving behind her six sons namely Sri Uday Mondal, Sri Rabin Mondal, Sri Dilip Mondal, Sri Sambhu Mondal, Gopal Mondal, Buddha Mondal and two daughters namely Gita Bhowmick and Kanan saha. They jointly inherited the properties of said Kamala Mondal, since deceased. Gopal Mondal on 11.05.1997 died intestate leaving behind his wife Shipra Mondal and only son Bijoy Mondal. Buddha Mondal on 11.06.2008 died intestate leaving behind his wife Namita Mondal, his only son Satyajit Mondal. Said Uday Mondal on 17.02.2019 died intestate leaving behind his wife Krishna Mondal and his two sons Avijit Mondal and Biswajit Mondal.
20. That said Sri Rabin Mondal, Sri Dilip Mondal, Sri Sambhu Mondal, Smt Gita Bhowmik, Kanan Saha, Bijoy Mondal, Shipra Mondal, Smt. Namita Mondal, Satyajit Mondal, Smt. Krishna Mondal, Avijit Mondal, Biswajit Mondal while owning the said land measuring 1 katha 4 chittack 2 sq. ft., they sold the same to GANGULY HOME SEARCH PVT. LTD. vide Deed No. 04381/2019 of ADSR Garia;
21. That said Smt. Sandhya Rani Das (alias Sandhya Sanyal) sold her remaining area of land, i.e. 3 cottahs 9 chittacks 43 sq. ft. to (1) Feroze Ahmed son of Sri Nizam Ahmed, (2) Sri Shyamal Kumar Mukhopadhyay (now deceased) Son of Late B.B. Mukhopadhyay (3) Sri Biplab Kumar Das, Son of

Sri Asha Nanda Das, (4) Sri Kanailal Rakshit son of Late Krishna Rakshit, (5) Smt Priti Pandey wife of Sri Chandra Kumar Pandey, (6) Sri Bibhuti Ranjan Das, son of Late H.L. Das, (7) Sri Bidya Mohan Barari Son of Late Mohan Barari, (8) Sri Nitya Gopal Bose (now deceased) son of Late Subodh Chandra Bose, (09) Sri Krishna Gopal Ray Son of Late B.P Ray, (10) Sri Subodh Kumar Purkait son of- Sri Jagadish Chandra Purkait, (11) Sri Pijus Kanti Barik, Son of Sri Anil Kumar Barik, (12) Sri Ashok Kumar Paul, Son of late Radha Raman Paul, (13) Sri Sujit Kumar Ghosh, Son of –Late Satyendra Mohan Ghosh, (14) Sri Manick Lal Karmakar, Son of- Late Sunil Karmakar, on 31.01.2000 jointly by a registered sale deed before D.S.R –IV, Alipore and recorded in Book No. I, Volume No.14, Pages 317 to 338, Being No. 563 for the Year 2000;

22. That said Shyamal Kumar Mukhopadhyay died on 18.06.2003 leaving behind his wife Smt. Keya Mukherjee and his only daughter Smt. Malyasree Sengupta wife of Shyantam Sengupta as his only legal heirs and successors and said Nitya Gopal Bose also died intestate on 27.12.2011 leaving behind his only son Sri. Manas Bose and his only daughter Smt. Manasi Das, wife of Bibhuti Ranjan Das his only legal heirs and successors.
23. Said Smt Priti Pandey, Sri Subodh Kumar Purkait, Sri Pijus Kanti Barik, Sri Bibhuti Ranjan Das, Sri Manas Bose, Smt Manasi Das, Smt Keya Mukherjee and Smt Malyashree Sengupta while owning 6/14th share of the Total Land measuring about 3 (Three) Cottah 9 (Nine) Chittak 43 (Forty Three) sq.ft., in RS Dag No. 99 of Mouza – Barhans Fartabad, they by executing Deed No. 03614/2020 of ADSR Garia in favour of Enlighten Buildtech Pvt. Ltd., and Enlighten Promoters Pvt. Ltd.
24. Said Sri Ashok Kumar Paul, Sri Sujit Kumar Ghosh, Sri Manick Lal Karmakar Sri Biplab Kumar Das, Sri Kanailal Rakshit, Sri Krishna Gopal Ray while owning and possessing their 6/14th share of the Total Land measuring about 3 (Three) Cottah 9 (Nine) Chittak 43 (Forty Three) sq. ft., in RS Dag No. 99 of Mouza – Barhans Fartabad, they by executing Deed No. 03615/2020 of ADSR Garia in favour of Enlighten Buildtech Pvt. Ltd., and Enlighten Promoters Pvt. Ltd.
25. Said Feroz Ahmed, while owning and possessing his 1/14th share of the Total Land measuring about 3 (Three) Cottah 9 (Nine) Chittak 43 (Forty Three) sq. ft., in RS Dag No. 99 of Mouza – Barhans Fartabad, he by executing Deed No. 03934/2020 of ADSR Garia in favour of Enlighten Buildtech Pvt. Ltd., and Enlighten Promoters Pvt. Ltd.
26. That said Bidya Mohan Barari while owning his 1/14th share he died intestate on 20.05.2014 leaving behind Tirthankar Barari and Dipanwita Chakraborty as his only son and daughter as his wife Namita Barari also died on 18.03.2016. Said Tirthankar Barari and Dipanwita Chakraborty while owning and possessing their 1/14th share of the Total Land measuring about 3 (Three) Cottah 9 (Nine) Chittak 43 (Forty Three) sq. ft., in RS Dag No. 99 of Mouza – Barhans Fartabad, through their lawful constituted attorney Monoj Roy vide GPA dated 07-04-2021, they by executing Deed No. 04375/2021 of ADSR Garia in favour of Enlighten Buildtech Pvt. Ltd., and Enlighten Promoters Pvt. Ltd.

RS Dag No. 104 of Mouza – Barhans Fartabad, Land measuring 8.32 decimal

27. That one Lilabati Basak by virtue of Deed No. 2485/1947 of DR Alipore purchased 24 decimal land in RS Dag No. 104 of Mouza – Barhans Fartabad and her name was recorded and finally published under RS Khatian No. 1052;
28. Said Lilabati Basak while possessing her said landed properties she sold the land measuring about 2 cottahs 10 chittacks 14 sq. ft. in R.S. Dag No. 104, R.S. Khatian No. 1052, Mouza- Barhans Fartabad to Sri Gobinda Dutta, son of- Late Ram Mohan Dutta by executing Bengali Kobala (Deed of Conveyance) Being No. 8231/1977 of DR Alipore ;
29. Said Gobinda Dutta while owning and possessing said land measuring about 2 cottahs 10 chittacks 14 sq. ft. along with said two storied structures thereon died intestate on 24-12-2008 leaving behind his wife Smt. Krishna Dutta and only son Sri Subhomoy Dutta who inherited the said property as only legal heirs of Gobinda Dutta since deceased as per Hindu Succession Act.

30. Said Smt. Krishna Dutta and Sri Subhomoy Dutta while jointly owning and possessing said land measuring about 2 cottahs 10 chittacks 14 sq. ft. along with said two storied structures thereon, sold the same by executing Deed No. 04463/2020 of ADSR Garia in favour of Enlighten Buildtech Pvt. Ltd., and Enlighten Promoters Pvt. Ltd.
31. Said Smt. Lilabati Basak by executing a Deed of Sale dated 27-01-1978 sold, transferred and handed over possession land measuring 2 Cottahs 7 Chittaks 14 Sq. ft. in favor of Smt. Jyotsna Dey, vide Deed No. 3921/1978 of DR Alipore;
32. Said Smt. Jyotsna Dey while owning and possessing said land measuring about 2 Cottahs 7 Chittaks 14 Sq. ft. sold the same by executing Deed No. 10789/2022 of DSR-III South 24 Parganas at Alipore in favour of Enlighten Buildtech Pvt. Ltd., and Enlighten Promoters Pvt. Ltd.

RS Dag No. 100 of Mouza – Barhans Fartabad, Land measuring 8 decimal

33. That one Hari Bhusan Neogi was owner of land measuring about 11.5 decimal out of the total land of 23 decimal in R.S. Dag No.- 100 of Mouza – Barhans Fartabad and his name was recorded in the RSROR under R.S. Khatian No.- 1055;
34. Said Hari Bhushan Neogi died intestate and thereafter his wife Nirmala Neogi died intestate leaving behind their two sons namely Netai Lal Neogi @ Netai Lal Mondal and Kanai Lal Neogi @ Kanai Lal Mondal and three daughters namely Khadu Bala, Ranibala and Bhusanbala, as their legal heirs who jointly inherited the said land measuring about 11.5 decimal ;
35. That Smt. Bhusanbala Das, wife of Dukhiram Das gifted her share in the said land i.e. 1.91 decimal out of total 11.5 Decimal lands to her nephew Chandan Mondal son of Kanai Lal Neogi @ Kanai Lal Mondal by virtue of a registered gift deed 10.02.1977 bearing No. 1094 for the year 1977 of D.R. Alipore; Be it mention here that inadvertently in the said deed property was mentioned 4 decimal but said Chandan Mondal got transferable right, title and ownership in 1.9 decimal of land ;
36. Said Chandan Mondal, while owning and possessing his land measuring 1/91 decimal, he by executing Deed No. 09333/2020 of DSR-III South 24 Parganas at Alipore sold the same in favour of Tanushree Ganguly;
37. That one of the daughters of said Hari Bhushan Neogi namely Ranibala Das, wife of Surendranath Das, died intestate and issueless at her in law's house in rural area. Her husband has also died intestate before her. The another daughter of said Hari Bhushan Neogi namely Khadubala Das, wife of Makhanlal Das died leaving behind her only son Sri Shital Chandra Das as her sole legal heir. The said Shital Chandra Das died intestate as bachelor. Therefore the share of two daughters of Late Haribhusan Neogi in the said land was evolved to his two sons according to Hindu Succession Act. Thus Netai Lal Neogi @ Netai Lal Mondal and Kanai Lal Neogi @ Kanai Lal Mondal became joint owners of 9.59 decimal lands out of that 11.5 decimal lands.
38. Thus by virtue of Law of Inheritance the said Nitai @ Netai Lal Neogi @ Netai Lal Mondal became owner of undivided share of Land measuring 4.8 decimal in R.S. Dag No.- 100, R.S. Khatian No.- 1055 and while possessing the same he executed a Development Agreement with M/S GANGULY EVERA DEVELOPERS LLP dated 12.05.2021 which was registered before ADSR Garia Vide Deed No. 02935 for the year 2021. He also executed a Development Power of Attorney in favour of said M/S GANGULY EVERA DEVELOPERS LLP which was registered before ADSR Garia Vide Deed No. 02942 for the year 2021.
39. Similarly by virtue of Law of Inheritance the said Kanai Lal Neogi @ Kanai Lal Mondal became owner of undivided share of Land measuring 4.8 decimal in R.S. Dag No.- 100, R.S. Khatian No.- 1055 and while possessing the same he died intestate on 08.06.1995 leaving his wife Smt. Bijoli Mondal, 2 (two) sons namely (1) Sri Chandan Mondal, (2) Sri Jayanta Mondal and 2 (two) daughters namely (1) Smt. Debi Sarkar, wife of- Sri Surajit Sarkar, (2) Smt. Arati Bairagi, wife of- Sri Ashok Bairagi as his legal heirs who jointly inherited the said property.

40. Said Smt. Bijoli Mondal, Sri Chandan Mondal, Sri Jayanta Mondal, Smt. Debi Sarkar and Smt. Arati Bairagi executed a Development Agreement with M/S GANGULY EVERA DEVELOPERS LLP which was registered before ADSR Garia Vide Deed No. 02934 for the year 2021. He also executed a Development Power of Attorney in favour of said M/S GANGULY EVERA DEVELOPERS LLP which was registered before ADSR Garia Vide Deed No. 02943 for the year 2021.
41. That said 1) GANGULY HOME SEARCH PVT. LTD. 2) ENLIGHTEN BUILDTECH PVT. LTD. 3) ENLIGHTEN PROMOTERS PVT. LTD. 4) SRI NETAI LAL NEOGI @ SRI NETAI LAL MONDAL, 5) SMT. BIJALI MONDAL, (6) SRI CHANDAN MONDAL (7) SRI JAYANTA MONDAL, (8) SMT. DEBI SARKAR (9) SMT. ARATI BAIRAGI (10) SMT TANUSHREE GANGULY thus became the joint owners of said Total land measuring 27 COTTAH 8 CHITTAK 02 SQ. FT, and while possessing the same for the purpose of construction of a multistoried building on their said property they jointly mutated their names in the office of the Rajpur Sonarpur Municipality and the landed property is distinguished as Municipal Holding No. 3006, Garia Road, under Ward No. 29, Kolkata – 700084;
42. That 1) GANGULY HOME SEARCH PVT. LTD. 2) ENLIGHTEN BUILDTECH PVT. LTD. 3) ENLIGHTEN PROMOTERS PVT. LTD. 4) SRI NETAI LAL NEOGI @ SRI NETAI LAL MONDAL, 5) SMT. BIJALI MONDAL, (6) SRI CHANDAN MONDAL (7) SRI JAYANTA MONDAL, (8) SMT. DEBI SARKAR (9) SMT. ARATI BAIRAGI (10) SMT TANUSHREE GANGULY, being the Landowners through the Developer GANGULY EVERA DEVELOPERS LLP, by virtue of the Landowners' decision to jointly develop a residential project namely "4-SIGHT PRIDE" upon the aforesaid land, the Developer applied for sanctioned building plan and the Rajpur- Sonarpur Municipality on the basis of such application, sanctioned a **B+G+17** building plan bearing Building Plan No. **195/REV/CB/29/95 dated 09.02.2024**;
43. Said Smt. Tanushree Ganguly and Ganguly Home Search Pvt. Ltd. jointly executed a Development Agreement dated 29.05.2024, with M/S GANGULY EVERA DEVELOPERS LLP which was registered before DSR –III Alipore Vide Deed No. 8971 for the year 2024; Said Smt. Tanushree Ganguly and Ganguly Home Search Pvt. Ltd. also executed a Development Power of Attorney in favour of said M/S GANGULY EVERA DEVELOPERS LLP dated 29.05.2024, which was registered before DSR –III Alipore Vide Deed No. 8977 for the year 2024;
44. Said ENLIGHTEN BUILDTECH PVT. LTD. and ENLIGHTEN PROMOTERS PVT. LTD. jointly executed a Development Agreement dated 29.05.2024 with M/S GANGULY EVERA DEVELOPERS LLP which was registered before DSR –III Alipore Vide Deed No. 8972 for the year 2024; ENLIGHTEN BUILDTECH PVT. LTD. and ENLIGHTEN PROMOTERS PVT. LTD. jointly also executed a Development Power of Attorney dated 29.05.2024 in favour of said M/S GANGULY EVERA DEVELOPERS LLP which was registered before DSR –III Alipore Vide Deed No. 8979 for the year 2024;
45. That due to some unforeseeable and unavoidable events, the construction process got delayed and therefore Smt. Bijoli Mondal, Sri Chandan Mondal, Sri Jayanta Mondal, Smt. Debi Sarkar and Smt. Arati Bairagi further executed a Development Agreement Coupled with Development Power of Attorney with M/S GANGULY EVERA DEVELOPERS LLP which was registered on 29.10.2024 before DSR- III, Alipore Vide Deed No. 18223 for the year 2024;
46. That after execution of said Development Agreement and Development Power of Attorney dated 12.05.2021 with M/S GANGULY EVERA DEVELOPERS LLP said Nitai @ Netai Lal Neogi @ Netai Lal Mondal due to his old age and health condition he gifted his undivided share of Land measuring 4.8 decimal to his two daughters namely 1) Mousumi Shrestha wife of Sri Madhu Shrestha 2) Mithu Dutta wife of Sri Kamal Dutta and one daughter in law Smt. Tapati Mondal wife of Late Raju Mondal by virtue of a registered gift deed 19.12.2024 bearing No. 21658 for the year 2024 of D.S.R.- III, Alipore;
47. That after receiving the said deed of gift said 1) Mousumi Shrestha wife of Sri Madhu Shrestha 2) Mithu Dutta wife of Sri Kamal Dutta and 3) Smt. Tapati Mondal wife of Late Raju Mondal jointly

executed a Development Agreement with M/S GANGULY EVERA DEVELOPERS LLP which was registered on 20.12.2024 before DSR-III Alipore, Vide Deed No. 21783 for the year 2024. They also executed a Development Power of Attorney in favour of said M/S GANGULY EVERA DEVELOPERS LLP which was registered on 20.12.2024 before DSR-III, Alipore, Vide Deed No. 21802 for the year 2024;

48. The said Land is earmarked for the purpose of building a residential building project comprising multi-storied Flat and the said project shall be known as “4-Sight Pride”;
49. The Developer is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Developer regarding the Said Land on which Project is to be constructed have been completed;
50. The Developers has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project from Rajpur Sonarpur Municipality. The Developers agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with Section 14 of the Act and other laws as applicable;
51. The Developer has registered the Project under the West Bengal Real Estate Regulatory Authority at Kolkata being registration no. dated
52. The Purchasers herein has applied for purchasing one Residential Flat in the Project vide application no. dated and has been allotted Flat No. “ ” situated on the __th Floor, measuring more or less sq. ft. carpet area which is equivalent tosq. ft. super built up area along with one car parking space measuring about 135 sq. ft., as permissible under the applicable law and of pro rata share in the common areas ("Common Areas") as defined under clause (n) of Section 2 of the Act;
53. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
54. 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;
55. 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;
56. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Developer hereby agrees to sell and the Purchaser hereby agree to purchase the Residential Flat and the car parking space as specified in paragraph “49”;

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

1. TERMS:
- 1.1 Subject to the terms and conditions as detailed in this Agreement, the Developer agrees to sell to the Purchasers and the Purchasers hereby agree to purchase, the Flat as specified in paragraph no.49 .
- 1.2 The Total Price for the residential Flat based on the carpet area is Rs...../- (Rupees) only ("Total Price"):

Flat No-	Rate of Flat per square feet :-
Type –	sq.ft. x Rs. = Rs./+ applicable taxes
	Extra Cost – Rs./+ applicable taxes
	Maintenance Deposit –Rs...../-

Floor –	Association Formation Charges–Rs...../-+ applicable taxes Maintenance corpus fund @Rs...../- per sqft.
Total price (in rupees) only	Rs.-/-

[AND]

car parking-1	Price for 1 = Rs...../- + applicable taxes
Total price (in rupees) only	Rupees only

Explanation:

- (i) The Total Price above includes the booking amount paid by the Purchasers to the Developers towards the Flat;
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Developers by way of Value Added Tax, Service Tax, GST, CGST, if any as per law, and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Developer) up to the date of handing over the possession of the Flat; Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the Purchasers to the Developers shall be increased/reduced based on such change / modification;
- (iii) The Developers shall periodically intimate to the Purchasers, the amount payable as stated in (i) above and the Purchasers shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the Developers shall provide to the Purchasers the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
- (iv) The Total Price of Flat includes: 1) pro rata share in the Common Areas; and 2) one garage(s) as provided in the Agreement. The Total Price is escalation-free, save and except increases which the Purchasers hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Developers undertakes and agrees that while raising a demand on the Purchasers for increase in development charges, cost/charges imposed by the competent authorities, the Developers shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Purchasers, which shall only be applicable on subsequent payments.

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

The Developers may allow, in its sole discretion, a rebate for early payments of installments payable by the Purchasers by discounting such early payments @ BPLR or as mutually agreed between the parties 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 any Purchasers by the Developer.

It is agreed that the Developers 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 Flat, without the previous written consent of the Purchasers. Provided that the Developers may make such minor additions or alterations as may be required by the Purchasers, or such minor changes or alterations as per the provisions of the Act.

The Developers shall confirm the final carpet area that has been allotted to the Purchasers after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall

be recalculated upon confirmation by the Developer. If there is any reduction in the carpet area within the defined limit then Developers shall refund the excess money paid by Purchasers within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Purchasers. If there is any increase in the carpet area allotted to Purchasers, the Developers shall demand that from the Purchasers as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in this Agreement.

Subject to this Agreement, the Developers agrees and acknowledges that the Purchasers shall have the right to the Flat as mentioned below:

- (i) The Purchasers shall have exclusive ownership of the Flat;
- (ii) The Purchasers shall also have undivided proportionate share in the Common Areas. Since the share / interest of Purchasers in the Common Areas is undivided and cannot be divided or separated, the Purchasers shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Purchasers to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the Developers shall convey undivided proportionate title in the common areas to the association of Purchasers as provided in the Act;
- (iii) That the computation of the price of the Flat includes recovery of price of land, construction of [not only the Flat but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and firefighting equipment in the common areas etc. and includes cost for providing all other facilities as provided within the Project.

It is made clear by the Developers and the Purchasers agrees that the Flat along with garage/closed parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Purchasers. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Purchasers of the Project.

It is understood by the Purchasers that all other areas and i.e. areas and facilities falling outside the Project, namely **4Sight Pride** shall not form a part of the declaration to be filed with the Competent Authority in accordance with the West Bengal Apartment Ownership Act, 1972.

The Developers agrees to pay all outgoing before transferring the physical possession of the Flat to the Purchasers, which it has collected from the Purchasers, for the payment of outgoing (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 Developers fails to pay all or any of the outgoing collected by it from the Purchasers or any liability, mortgage loan and interest thereon before transferring the Flat to the Purchasers, the Developers agrees to be liable, even after the transfer of the property, to pay such outgoing and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

The Purchasers have paid a sum of Rs. _____/- (**Rupees _____ only**) (plus applicable tax) as booking amount being part payment towards the Total Price of the Flat at the time of application the receipt of which the Developers hereby acknowledges and the Purchasers hereby agrees to pay the remaining price of the Flat as prescribed in the Payment Plan as may be demanded by the Developers within the time and in the manner specified therein. Provided that if the Purchaser/s delay/s in payment towards any amount for which is payable, he shall be liable to pay interest at the rate specified in the Rules.

2. MODE OF PAYMENT

Subject to the terms of the Agreement and the Developers abiding by the construction milestones, the Purchasers shall make all payments, on demand by the Developer, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/demand draft or online payment (as applicable) in favour of **“Ganguly Evera Developers LLP”**.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES

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

The Developers accepts no responsibility in this regard. The Purchasers shall keep the Developers fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Purchasers subsequent to the signing of this Agreement, it shall be the sole responsibility of the Purchasers to intimate the same in writing to the Developers immediately and comply with necessary formalities if any under the applicable laws. The Developers shall not be responsible towards any third party making payment/remittances on behalf of any Purchasers and such third party shall not have any right in the application/allotment of the said Flat applied for herein in any way and the Developers shall be issuing the payment receipts in favour of the Purchasers only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS

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

5. TIME IS ESSENCE

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

6. CONSTRUCTION OF THE PROJECT/ FLAT

The Purchasers has seen the specifications of the Flat and accepted the Payment Plan, floor plans, layout plans [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Developer. The Developers shall develop the Project in accordance with the said layout plans, floor plans and specifications. Subject to the terms in this Agreement, the Developers undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the concerned Act, 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 Developers shall constitute a material breach of the Agreement.

7. POSSESSION OF THE FLAT

Schedule for possession of the said Flat: The Developer agrees and understands that timely delivery of possession of the Flat is the essence of the Agreement. The Developer, based on the approved plans and specifications, assures to hand over possession of the Flat by **31.03.2029** 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 Purchasers agrees that the Developers shall be entitled to the extension of time for delivery of possession of the Flat, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Purchasers agrees and confirms that, in the event it becomes impossible for the Developers to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Developers shall refund to the Purchasers the entire amount received by the Developers from the allotment within 45 days from that date. After refund of the money paid by the Purchasers, Purchasers agrees that he/ she shall not have any rights, claims etc. against the Developers and that the Developers shall be released and discharged from all its obligations and liabilities under this Agreement.

Procedure for taking possession – The Developer, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the Flat, to the Purchasers in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Developers shall give possession of the Flat to the Purchasers. The Developers agrees and undertakes to indemnify the Purchasers in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Developer. The Purchasers agree(s) to pay the maintenance charges as determined by the Developer/association of Purchasers, as the case may be. The Developers on its behalf shall offer the possession to the Purchasers in writing within 30 days of receiving the completion certificate of the Project.

Failure of Purchasers to take Possession of Flat: Upon receiving a written intimation from the Developers, the Purchasers shall take possession of the Flat from the Developers by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Developers shall give possession of the Flat to the Purchasers. In case the Purchasers fails to take possession within the time provided herein, such Purchasers shall continue to be liable to pay maintenance charges as applicable.

Possession by the Purchasers – After obtaining the occupancy certificate and handing over physical possession of the Flat to the Purchasers, it shall be the responsibility of the Developers to hand over the necessary documents and plans, including common areas, to the association of the Purchasers or the competent authority, as the case may be, as per the local laws.

Cancellation by Purchasers – The Purchasers shall have the right to cancel/withdraw his allotment in the Project as provided in the Act:

Provided that where the Purchasers proposes to cancel/withdraw from the project without any fault of the Developer, the Developers herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the Purchasers shall be returned by the Developers to the Purchasers within 45 days of such cancellation.

Compensation –

The Developers shall compensate the Purchasers 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 section shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the Developers fails to complete or is unable to give possession of the Flat (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a Developers on account of suspension or revocation of the registration under the Act; or for any other reason; the Developers shall be liable, on demand to the Purchasers, in case the Purchasers 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 Flat, with interest at the rate specified in the Rules within 45 days including compensation in the manner as provided under the Act. Provided that where if the Purchasers does not intend to withdraw from the Project, the Developers shall pay the Purchasers interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the Flat.

8. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER

The Developers hereby represents and warrants to the Purchasers as follows:

- (i) The [Developer] has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Developers has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project;
- (iv) There are no litigations pending before any Court of law with respect to the said Land, Project or the Flat;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Flats are valid and subsisting and have been obtained by following due process of law. Further, the Developers has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Flat and common areas;
- (vi) The Developers 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 Purchasers created herein, may prejudicially be affected;

- (vii) The Developers 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 Flat which will, in any manner, affect the rights of Purchasers under this Agreement;
- (viii) The Developers confirms that the Developers is not restricted in any manner whatsoever from selling the said Flat to the Purchasers in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Developers shall handover lawful, vacant, peaceful, physical possession of the Flat to the Purchasers and the common areas to the Association of the Purchasers;
- (x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;
- (xi) The Developers has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Developers in respect of the said Land and/or the Project;
- (xiii) That the property is not Waqf property.

9. EVENTS OF DEFAULTS AND CONSEQUENCES

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

- (i) Developer fails to provide ready to move in possession of the Flat to the Purchasers within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the Flat shall be in a habitable condition which is complete in all respects;
- (ii) Discontinuance of the Developer's business as a Developers on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

In case of Default by Developers under the conditions listed above, Purchasers is entitled to the following:

- (i) Stop making further payments to Developers as demanded by the Developer. If the Purchasers stops making payments, the Developers shall correct the situation by completing the construction milestones and only thereafter the Purchasers be required to make the next payment without any penal interest; or
- (ii) The Purchasers shall have the option of terminating the Agreement in which case the Developers shall be liable to refund the entire money paid by the Purchasers under any head whatsoever towards the purchase of the Flat, along with interest at the rate specified in the Rules within forty-five days of receiving the termination notice: Provided that where an Purchasers does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the Developer, interest at the rate specified in the Rules, for every month of delay till the handing over of the possession of the Flat.

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

- (i) In case the Purchasers fails to make payments for two consecutive demands made by the Developers as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Purchasers shall be liable to pay interest to the Developers on the unpaid amount at the rate specified in the Rules.
- (ii) In case of Default by Purchasers under the condition listed above continues for a period beyond two consecutive months after notice from the Developers in this regard, the Developers shall cancel the allotment of the Flat in favour of the Purchasers and refund the amount money paid to him by the Purchasers by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

10. CONVEYANCE OF THE SAID FLAT

The Developer, on receipt of complete amount of the Price of the Flat under the Agreement from the Purchasers, shall execute a conveyance deed and convey the title of the Flat together with proportionate indivisible share in the Common Areas within 3 (three) months from the issuance of the occupancy certificate.

However, in case the Purchasers fail to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Purchasers authorizes the Developers to withhold registration of the conveyance deed in his/her favour till full and final

settlement of all dues and stamp duty and registration charges to the Developers is made by the Purchasers. The Purchasers shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/penalties imposed by the competent authority(ies).

11. MAINTENANCE OF THE SAID PROJECT

The Developers 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 the Purchasers. The cost of such maintenance has been included in the Total Price of the Flat.

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

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

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

14. RIGHT TO ENTER THE FLAT FOR REPAIRS

The Developers / maintenance agency /association of Purchasers shall have rights of unrestricted access of all Common Areas, garages/closed parking's and parking spaces for providing necessary maintenance services and the Purchasers agrees to permit the association of Purchasers and/or maintenance agency to enter into the [Flat/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 Basement and Service Areas: The basement(s) and service areas, if any, as located within the project, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire- fighting pumps and equipment etc. and other permitted uses as per sanctioned plans. The Purchasers shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of Purchasers formed by the Purchasers for rendering maintenance services.

16. GENERAL COMPLIANCE WITH RESPECT TO THE FLAT: Subject to Clause 12 above, the Purchasers shall, after taking possession, be solely responsible to maintain the Flat 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 Flat, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Flat and keep the Flat, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized. The Purchasers further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Purchasers 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 Purchasers shall not store any hazardous or combustible goods in the Flat or place any heavy material in the common passages or staircase of the Building. The Purchasers shall also not remove

any wall, including the outer and load bearing wall of the Flat. The Purchasers shall plan and distribute its electrical load in conformity with the electrical systems installed by the Developers and thereafter the association of Purchasers and/or maintenance agency appointed by association of Purchasers. The Purchasers 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 PURCHASERS

The Purchasers is entering into this Agreement for the allotment of a Flat with the full knowledge of all laws, rules, regulations, notification applicable to the Project in general and this project in particular. That the Purchasers hereby undertakes that he/she shall comply with and carry out, from time to time after he/she has taken over for occupation and use the said Flat, all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the Flat at his/ her own cost.

18. ADDITIONAL CONSTRUCTIONS

The Developers undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan has been approved by the competent authority (ies) except for as provided in the Act.

19. Developers SHALL NOT MORTGAGE OR CREATE CHARGE

After the Developers executes this Agreement he shall not mortgage or create a charge on the Flat 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 Purchasers who has taken or agreed to take such Flat.

20. APARTMENT OWNERSHIP ACT

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

21. BINDING EFFECT

Forwarding this Agreement to the Purchasers by the Developers does not create a binding obligation on the part of the Developers or the Purchasers until, firstly, the Purchasers 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 Purchasers and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Developer. If the Purchasers(s) fails to execute and deliver to the Developers this Agreement within 30 (thirty) days from the date of its receipt by the Purchasers and/or appear before the Registrar/Sub-Registrar/ registrar of Assurance for its registration as and when intimated by the Developer, then the Developers shall serve a notice to the Purchasers for rectifying the default, which if not rectified within 30(thirty) days from the date of its receipt by the Purchasers, application of the Purchasers shall be treated as cancelled and all sums deposited by the Purchasers in connection therewith including the booking amount shall be returned to the Purchasers 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 Flat, 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 PURCHASERS / SUBSEQUENT PURCHASERS

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and

enforceable against any subsequent Purchasers of the Flat, in case of a transfer, as the said obligations go along with the Flat for all intents and purposes.

25. WAIVER NOT A LIMITATION TO ENFORCE

The Developers may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Purchasers in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Purchasers that exercise of discretion by the Developers in the case of one Purchasers shall not be construed to be a precedent and /or binding on the Developers to exercise such discretion in the case of other Purchasers. Failure on the part of the Developers 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 thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

Wherever in this Agreement it is stipulated that the Purchasers has to make any payment, in common with other Purchasers(s) in Project, the same shall be the proportion which the carpet area of the Flat bears to the total carpet area of all the Flats in the Project.

28. FURTHER ASSURANCES

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

29. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Developers through its authorized signatory at the Developer's Office, or at some other place, which may be mutually agreed between the Developers and the Purchasers, after the Agreement is duly executed by the Purchasers and the Developers or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Kolkata.

30. NOTICES

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

(Name of Purchasers)

(Purchasers' Address)

GANGULY EVERA DEVELOPERS LLP. (Developer's name)

159, Garia Station Road, P.O.- Garia, P.S.- Narendrapur, Kolkata - 700084 (Developer's Address)

It shall be the duty of the Purchasers and the Developers 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 Developers or the Purchasers, as the case may be.

31. JOINT PURCHASERS

That in case there are Joint Purchasers all communications shall be sent by the Developers to the Purchasers 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 Purchasers.

32. GOVERNING LAW

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

33. DISPUTE RESOLUTION

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the Adjudicating Officer appointed under the Act.

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

SCHEDULE- "A" ABOVE REFERRED TO
(Description of Land)

ALL THAT land measuring an area of about 27 (Twenty Seven) Cottahs 08 (Eight) Chittacks 02 (Two) sq. ft. be the same a little more or less lying and situated within at District – South 24 Parganas, Additional Sub-Registrar Office at Garia, P.S.- Narendrapur (erstwhile Sonarpur), P.O.- Garia, Mouza- Barhas Fartabad, JL No. 47, Under R.S. Khatian No. 1238, 1239, 1052, 1055 and 1056, L.R. Khatian No. 767, 2265, 2266, 4757, 4758, 4759, 4760, 4761 4762, 2260 and 2263 comprising in R.S. & L.R. Dag No. 99, 100, 103 & 104, within the limits of Rajpur Sonarpur Municipality, Ward No. 29, presently being Municipal Holding No. 3006, Garia Station Road, Kolkata – 700 084, together with all easement right to electric, tap, water, gas and telephone etc. and appurtenance thereto, together with all sorts of easement rights thereto and the entire land is butted and bounded as follows:-

- ON THE NORTH : 1050 mm wide passage thereafter Garia Sitala Mandir & others plot;
- ON THE SOUTH : Garia Station Road;
- ON THE EAST : 5.50 meter wide Municipal Road & other plots;
- ON THE WEST : 20.50 meter wide N.S.C. Bose Road;

SCHEDULE –“B”
(Description of the Flat and car parking space)

ALL THAT the Flat No., at the Floor of Block- measuring about sq. ft. carpet area, equivalent to sq. ft. super built-up area and along with one ----- car parking space measuring about sq. ft. useable area at the of the said building complex named as “4SIGHT PRIDE” together with the undivided proportionate share of land which is more fully and particularly described in the Schedule “A” written hereinabove;

SCHEDULE- "C" ABOVE REFERRED TO

1	On the date of signing of this Agreement for sale. : 10%	Rs./-+ Applicable Tax
2	On or before completion of Foundation work :20%	Rs./-+ Applicable Tax
3	On or before completion of 1st floor casting :10%	Rs./-+ Applicable Tax

4	On or before completion of 2 nd floor casting :10%	Rs./- + Applicable Tax
5	On or before completion of 3rd floor casting :10%	Rs./- + Applicable Tax
6	On or before completion of 4 th floor casting :10%	Rs./- + Applicable Tax
7	On or before completion of Brick-Work :10%	Rs./- + Applicable Tax
8	On or before completion of Flooring work :10%	Rs./- + Applicable Tax
9	On or before completion of Doors/window fittings :5%	Rs./- + Applicable Tax
10	On or before possession or registration (whichever is earlier) 5%	Rs./- + Applicable Tax
	TOTAL :	Rs./- +Applicable tax

In addition to the purchase consideration payable by the Purchaser to the Developers as stated hereinabove, the Purchaser shall also pay/deposit with the Developers / Maintenance Authority the following “EXTRAS” morefully set out hereunder:-

1. Cost of electric transformer
DG set, common electric Meters Rs./- + A.T
(100% to be paid before possession)
2. Legal Expenses On Agreement Rs./- + A.T
On possession or Execution of Conveyance (whichever is earlier)
3. Association formation charges Rs./- + A.T
(100% to be paid before possession)
4. Interest free maintenance deposit Rs./-
(100% to be paid before possession)
5. Interest free corpus fund towards maintenance @ Rs.--/- per sq. ft.
(to be transferred to the Association after or at the time of handover of the building & its maintenance) (100% to be paid before possession)

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for Sale at Kolkata (city/town name) in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Purchasers: (including joint buyers)

(1) Signature _____

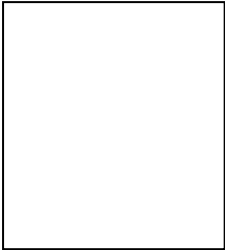
Name:
Address:

(2) Signature _____

Name:
Address:

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Developer:



(1) Signature _____
 Name:
 Address:

WITNESSES:

- 1. Signature _____
 Address _____

- 2. Signature _____
 Address _____

DRAFT COPY