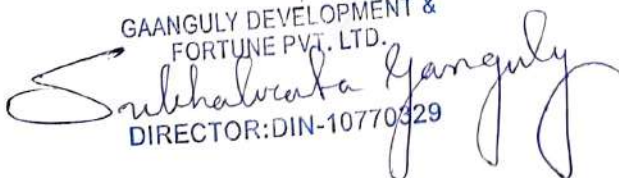


AGREEMENT FOR SALE (WITHOUT POSSESSION)

THIS AGREEMENT FOR SALE is made on this day of
13th. day of April, 2025 (Two Thousand & Twenty Five) AD
BETWEEN

GAANGULY DEVELOPMENT &
FORTUNE PVT. LTD.

DIRECTOR: DIN-10770329

BHOLA MOHINI MINERALS PRIVATE LIMITED, (PAN AADCB5631N) having it's Registered Office at Kada Road, Near Hanuman Chowk Durgapur, Burdwan Durgapur, Paschim Bardhaman, Pin 713203(W.B) represented by its Director **MR. DEBASISH CHATTERJEE** (Din No. 02121143) S/o Late Nepal Chandra Chatterjee, resident of Gopal Math, Sujara Plot, P.O.- Oyaria, P.S. Durgapur, Dist. Paschim Bardhaman, Pin 713217 by faith Hindu, by Occupation Business, Citizen of India, hereinafter called and referred to as the "LAND OWNER" the land owners are represented by their constituted attorney **Subhabrata Ganguly** S/O Vijayes Ganguly & Sima Ganguly W/O Vijayes Ganguly by faith Hindu, By Occupation- Business, at present residing at Po+PS + Dist. Bankura, PIN 722207 as per Power of Attorney which was registered at ADSR Bankura recorded in Book No. 1 Volume No 0102-2024 Pages from 84713 to 84724 being Deed no 4598 of 2024 all are director of **Ganguly Development & Fortune Private Limited**, (which expression shall unless excluded by or repugnant to the context be deemed to include their heirs, executors, administrators and representatives) of the **FIRST PART.**

AND

GANGULY DEVLOPMENT & FORTUNE PRIVATE LIMITED. A Company registered under companies Act having its registered office at at Sonamukhi, Rathtala, Bankura, Pin-722207, Represented by its Directors 1) **Sri Subhabrata Ganguly** S/o Vijayes Gangopadhyay and 2) **Sima Ganguly** W/o Vijayes Gangopadhyay both are resident of Rathtala, Thandar Para, Sonamukhi, P.O. & P.S. Sonamukhi, Dist. Bankura-722207, by faith Hindu, by occupation Business, Citizen of India hereinafter referred and called to as the **DEVELOPER /PROMOTER** (which expression shall-unless excluded by or repugnant to the context be deemed to- include their heirs, executors "administrators, representatives and assigns) of the **SECOND PART.**

AND

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MR (PAN.....) (ADHAR NO.) on of S/Oby faith – Hindu, by profession Service, By Nationality- Indian at present resident at District -, Pin, hereinafter referred to as the "PURCHASER/ ALLOTTEE" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include her respective heirs, executors, administrators, representatives and assigns) of the **THIRD PART**.

DEFINITION

- a) **Building** : Shall mean storied building on Block..... to be constructed on the project property.
- b) **Name of the Building** : Shall mean the new (B+G+10) or G+10 storied building on Block which is mentioned in Scheduled bellow shall be named and called under the name and style of **Fortune Heaven**
- c) **Common Facilities & Amenities**: Shall mean entrance of the building Community Hall, Gymnasium, Podium, Game Room, Library Room, Office, Children park, Water Reservoir, overhead water tank, water pump and motor, Generator, CC TV, Stair, Lift, Lobby, Roof top (Sky Walk), Shopping Plaza and other facilities, which may be required or enjoyment, maintenance or management of the said building for all occupiers.
- d) **Architect / Engineer** : Shall mean such person or persons being appointed by the Developer.
- e) **Building Plan** : Shall mean such plan or revised sanctioned plan for the Construction of the building, which will be sanctioned by the Bankura Municipality for construction of the building including its modification and amenities and alterations.

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Sushalvata Ganguly

- f) **Carpet Area** (for any individual Unit): Here carpet area means the net usable floor area of an Apartment, excluding the area covered by the external walls, are as under services shafts, exclusive Balcony or Verandah area and exclusive open terrace area, but includes the area , covered by the internal partition walls of the apartment.
- g) **Built Up Area (For any Individual Unit)**: Here Built up area means the area covered with outer walls and constructed for the unit including fifty percent area covered by the common partition walls between two units and cent percent area covered by the individual walls for the said unit.
- h) **Covered Area (For any Individual Unit)** : Here covered area means total built up area for any unit plus proportionate share of stairs, lobby and lift areas and other common areas.
- i) **Super Built Up Area (For any Individual Unit)**: Here super built up area means the total covered area plus 25% service area.
- j) **Saleable Area** : Shall mean the space within the building, which is to be available as an unit / flat for sale for independent use of every occupier. It is equivalent to super built up area.
- k) **Lock- In Period** : Shall mean the purchaser cannot cancel the agreement or cannot not nominate his/her scheduled flat to any person.
- l) **Common Areas** : Shall mean collectively the areas, amenities and facilities for the common use and enjoyment of all the Allottees/occupiers of the Project.
- m) **Force Majeure** : Force majeure shall include any flood, earthquake, storm, tempest, war, civil commotion, riots, change in any Governmental/Statutory Notifications, Acts of God and/or any order/stipulations of the courts/statutory or local authorities and/or any prohibition order from any court of law or

statutory authorities to which the parties have no control AND THE MATTERS TO WHICH THE SELLER HAS NO DIRECT CONTROL.

- n) **Society:** Shall mean executive body who will maintain the entire project namely **Fortune Heaven** The executive body will be formed by major vote of all the flat owners/ occupiers.
- o) **EDC:** Shall mean charges of Extra Development Works which includes installation of Electricity Transformer, Generator Backup and Other amenities.

RECITAL OF THE PROPERTY

WHEREAS Sri Dukkha Bhanjan Kundu S/o Late Gobinda Chandra Kundu, at Bankura, P.S. & Dist. Bankura purchased a plot of land measuring 2 bigha or 80 decimals more or less under the jurisdiction of Mouja-Parbatipur, JL No 214, revenue survey 4031, CS Dag No. 281 under P.S.-Bankura, DSR – Bankura, under Bankura Municipality, Ward No. 13, of Bhakatpara Road from Shib Charan Bhakat S/o Late Baidyanath Bhakat and Ramratan Bhakat S/o Late Kanai Bhakat, resident of Lokepur, P.S. & Dist. Bankura, by a deed of Sale Deed vide No. 5661 which was registered at Sub Registrar Bankura recorded in Book No 1, Volume No 77, Pages from 24-27 being for the year 1942. AND WHEREAS the land owner Dukkha Bhanjan Kundu amicably had settled to the Sagar Chandra Kundu at Bankura the land measuring 2 Bigha or 80 decimals more or less by a way of "Parivarik Nirupan Patra" vide deed no 3850, Vol-1, Page 34-36 for the year 1944 registered at DSR Bankura.

AND WHERE being possessor Sagar Chandra Kundu, he transferred his share through a registered will to his wife and four sons namely 1) Ranjit Kumar Kundu, 2) Subhash Ranjan Kundu, 3) Chittaranjan Kundu, 4) Partha Sarathi Kundu and three daughters dated 28.09.1958 under registered DSR Bankura and appointed as executor Dukkha Bhanjan Kundu. And thereafter Sagar Chandra Kundu renounced from world and the

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executor filed an probate case under the Bankura District Court, being case No. 160 of 1965 and thereafter Ld. court granted probate in 30th Sept 1966, according to Will. AND AND WHEREAS 1) Ranjit Kumar Kundu, 2) Subhash Ranjan Kundu, 3) Chittaranjan Kundu, 4) Partha Sarathi Kundu became the real owner and actual owner of the property. AND WHEREAS Sri Sagar Chandra Kundu, leaving behind four sons namely 1) Ranjit Kumar Kundu, 2) Subhash Ranjan Kundu, 3) Chittaranjan Kundu, 4) Partha Sarathi Kundu and they are entitled the get $\frac{1}{4}$ share separately of the property by a way of succession. They are enjoying the property without any interruption of others. Being possession Ranjit Kumar Kundu died, he leaving behind his three successors namely Mira Kundu (wife), Aninda Kundu (Son) and Nandita Singha (Daughter) by a way of succession. They are enjoying the property without any interruption of others. On the other side being possession Subhash Ranjan Kundu died, leaving behind his four successors namely Mukta Kundu (Wife), Souvik Kundu (Son), Iman Kalyan Kundu (son), and Avik Kundu (Son). They are enjoying the property without any interruption of others.

AND WHEREAS the successor of Ranjit Kumar Kundu namely Mira Kundu (wife), Aninda Kundu (Son) and Nandita Singha (Daughter) after being the owner they sold out the property under Mouza- Parbatipur, J.L No. 214, Plot No. 281 (CS), Sabek 281/755 corresponding LR 925, area 5663 Sq.ft. under the Bhakat Para Road, Ward No. 13, under Bankura Municipality to (1) Sougata Kundu S/o Late Mahadeb Kundu, of Lokepur Kenduadihi, Bankura and (2) Gourab Choudhury S/o Goutam Choudhury, Schooldanga, Bankura, (3) Sadhan Kundu S/o Gobardhan Kundu of Rabindra Sarani, Bankura, (4) Somenath Mondal S/o Late Dhirendra Monadal, of Pranabananda Pally, Bankura, (5) Somnath Kundu S/o Niranjana Kundu of Lokepur, Kenduadihi, Bankura, being Deed No. 010204508/2022 under the ADSR Bankura

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AND WHEREAS the successor of Subhash Ranjan Kundu namely Mukta Kundu (wife), Souvik Kundu (Son) and Iman Kalyan Kundu (Son) Avik Kundu (Son) after being the owner they sold out the property under Mouza- Parbatipur, J.L No. 214, Plot No. 281 (CS), Sabek 281/755 corresponding LR 925, area 5663 Sq.ft. under the Bhakat Para Road, Ward No. 13, under Bankura Municipality to (1) Sougata Kundu S/o Late Mahadeb Kundu, of Lokepur Kenduadihi, Bankura and (2) Gourab Choudhury S/o Goutam Choudhury, Schooldanga, Bankura, (3) Sadhan Kundu S/o Gobardhan Kundu of Rabindra Sarani, Bankura, (4) Somenath Mondal S/o Late Dharendra Monadal, of Pranabananda Pally, Bankura, (5) Somnath Kundu S/o Niranjana Kundu of Lokepur, Kenduadihi, Bankura, being Deed No. 010204509/2022 under the ADSR Bankura.

AND WHEREAS the Chitta Ranjan Kundu, after being the owner he sold out the property under Mouza- Parbatipur, J.L No. 214, Plot No. 281 (CS), Sabek 281/755 corresponding LR 925, area 5663 Sq.ft. under the Bhakat Para Road, Ward No. 13, under Bankura Municipality to (1) Sougata Kundu S/o Late Mahadeb Kundu, of Lokepur Kenduadihi, Bankura and (2) Gourab Choudhury S/o Goutam Choudhury, Schooldanga, Bankura, (3) Sadhan Kundu S/o Gobardhan Kundu of Rabindra Sarani, Bankura, (4) Somenath Mondal S/o Late Dharendra Monadal, of Pranabananda Pally, Bankura, (5) Somnath Kundu S/o Niranjana Kundu of Lokepur, Kenduadihi, Bankura, being Deed No. 010204506/2022 under the ADSR Bankura.

AND WHEREAS the Partha Sarathi Kundu, after being the owner he sold out the property under Mouza- Parbatipur, J.L No. 214, Plot No. 281 (CS), Sabek 281/755 corresponding LR 925, area 5663 Sq.ft. under the Bhakat Para Road, Ward No. 13, under Bankura Municipality to (1) Sougata Kundu S/o Late Mahadeb Kundu, of Lokepur Kenduadihi, Bankura and (2) Gourab Choudhury S/o Goutam Choudhury, Schooldanga, Bankura, (3) Sadhan Kundu S/o Gobardhan Kundu of Rabindra Sarani,

Bankura, (4) Somenath Mondal S/o Late Dhirendra Monadal, of Pranabananda Pally, Bankura, (5) Somnath Kundu S/o Niranjana Kundu of Lokepur, Kenduadihi, Bankura, being Deed No. 010204507/2022 under the ADSR Bankura

AND WHEREAS Chitta Ranjan Kundu S/o Sagar Chnadra Kundu, 2) Partha Sarathi Kundu S/o Sagar Chnadra Kundu, 3) Mira Kundu W/o Ranjut Kundu, 4) Aninda Sunar Kundu S/o Ranjit Kumar Kundu, 5) Nandita Singha W/o Amiatava Singha, D/o Ranjit Kumar Kundu, 6) Mukta Kundu W/o Subhash Ranjan Kundu, 7) Souvik Kundu S/o Subhash Ranjan Kundu, 8) Iman Kalyan Kudnu S/o Subhash Ranjan Kundu, 9) Avik Kundu S/o Subhash Ranjan Kundu, after being the owners they sold out the property under Mouza- Parbatipur, J.L No. 214, Plot No. 281 (CS), Sabek 281/755 corresponding LR 925, area 1885 Sq.ft. under the Bhakat Para Road, Ward No. 13, under Bankura Municipality to (1) Sougata Kundu S/o Late Mahadeb Kundu, of Lokepur Kenduadihi, Bankura and (2) Gourab Choudhury S/o Goutam Choudhury, Schooldanga, Bankura, (3) Sadhan Kundu S/o Gobardhan Kundu of Rabindra Sarani, Bankura, (4) Somenath Mondal S/o Late Dhirendra Monadal, of Pranabananda Pally, Bankura, (5) Somnath Kundu S/o Niranjana Kundu of Lokepur, Kenduadihi, Bankura, being Deed No. 010204507/2022 under the ADSR Bankura.

AND WHEREAS (1) Sougata Kundu S/o Late Mahadeb Kundu, of Lokepur Kenduadihi, Bankura and (2) Gourab Choudhury S/o Goutam Choudhury, Schooldanga, Bankura, (3) Sadhan Kundu S/o Gobardhan Kundu of Rabindra Sarani, Bankura, (4) Somenath Mondal S/o Late Dhirendra Monadal, of Pranabananda Pally, Bankura, (5) Somnath Kundu S/o Niranjana Kundu of Lokepur, Kenduadihi, Bankura became the actual and real owner of said land under the Mouza- Parbatipur, J.L No. 214, Plot No. 281 (CS), Sabek 281/755, corresponding LR 925, LR Khatian No. 1839, 3569, 3570, 3571, 3572 mutated their names respectively under the B.L & L.R.O Bankura-I. //5// AND WHEREAS (1) Sougata Kundu S/o Late Mahadeb Kundu, of Lokepur Kenduadihi,

Bankura and (2) Gourab Choudhury S/o Goutam Choudhury, Schooldanga, Bankura, (3) Sadhan Kundu S/o Gobardhan Kundu of Rabindra Sarani, Bankura, (4) Somenath Mondal S/o Late Dharendra Monadal, of Pranabananda Pally, Bankura, (5) Somnath Kundu S/o Niranjana Kundu of Lokepur, Kenduadihi, Bankura, sold out the property to BHOLA MOHINI MINERALS PRIVATE LIMITED, PAN AADCB5631N having its Registered Office at Kada Road, Near Hanuman Chowk Durgapur, Burdwan Durgapur, Paschim Bardhaman, Pin 713203(W.B) represented by its Director Mr. DEBASISH CHATTERJEE (Din No. 02121143) S/o Late Nepal Chandra Chatterjee, resident of Gopal Math, Sujara Plot, P.O.- Oyaria, P.S. Durgapur, Dist Paschim Bardhaman Pin 713217.

AND WHEREAS BHOLA MOHINI MINERALS PRIVATE LIMITED became the real and actual owner of a plot of land measuring an area of total 0.5535 acre or 55.35 Decimals or 33 kattha 7 Chhatak, 37 Bragafut or 34112 sq.ft. and as per recorded area as 0.5375 acre 53.75 Decimals under Mouza- Parbatipur,. L.R kh No. 3743, C.S. Plot no. 281, R.S. (Sabek) plot no. 281/755 corresponding L.R Plot No 925, under Bankura Municipality, Dist Bankura,

AND WHEREAS the land owner had executed a development agreement with the developer which was registered at ADSR Bankura recorded in Book No. 1 Volume No 0102-2024 Pages from 78214 to 78231 being Deed no 4210 of 2024. The land owners also executed a power of attorney in favour of Developer which was registered at ADSR Bankura recorded in Book No. 1 Volume No 0102-2024 Pages from 84713 to 84724 being Deed no 4598 of 2024.

AND WHEREAS the above named LAND OWNER have entered into development agreement with the developer vide Book-I & Deed No. 010204210/2024, Sl. No. 4177/2024 dated 26.11.2024 for development/constructions of flats/apartments over the aforesaid plot of land and have executed and Irrevocable General Power of Attorney

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registered at ADSR Bankura recorded in Book No. 1 Volume No 0102-2024 Pages from 84713 to 84724 being Deed no 4598 of 2024 dated 17.12.2024 in favour of LAND OWNER/Promoters/Developer1) Sri Subhabrata Ganguly S/o Vijayes Gangopadhyay and 2) Sima Ganguly W/o Vijayes Gangopadhyay both are resident of Rathtala, Thandar Para, Sonamukhi, P.O. & P.S. Sonamukhi, Dist. Bankura- 722207, the First Party.

AND WHEREAS by virtue of the aforesaid' Developers/builders/ promoter Deed of development Agreement and Power of Attorney, the aforesaid Builders/Promoters namely 1) Sri Subhabrata Ganguly S/o Vijayes Gangopadhyay and 2) Sima Ganguly W/o Vijayes Gangopadhyay is entitled to construct a multistoried building over the aforesaid plot of land and entitled to sell the individual residential flats to the intending purchaser(s).

AND WHEREAS the developer herein as per the terms & conditions of the said development agreements submitted a building plan on behalf of the owners and sanctioned the same from the Bankura Municipality, vide Plan No. SWSOBPAS/1301/2025/0051 dated 05.03.2025 i

AND WHEREAS to avoid ambiguity between the developer and land owner for demarcation or identification of developer's allocation and owner's allocation, the both party has executed two numbers of **Supplemental Agreement** which was notarized at Bankura.

AND WHEREAS in pursuance of the said plan sanctioned by the Bankura Municipality the Vendor/ Developer duly started the construction in respect of PHASE-I on the property which is fully mentioned in the D SCHEDULE under amalgamation Schedule here under written.

AND WHEREAS the developer has declared to sale out his allocation Flat/Unit and Garage to any intending purchaser through marketing and the intending Purchaser /Purchasers herein is relying on the representation of the developer, he/She /they

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has/have interested to purchase a flat vide no.....on the.....Floor in Block nomeasuring Carpet area Sq.ft., saleable area Sq.ft. more or less (including Super Built up area) and a covered Garage on Basement in Block measuring Sq. ft. more or less which is under construction of the G+10 & B+G+10 multi storied building in the name & Style of Fortune Heaven (herein after referred to as the said Flat).

AND WHEREAS the developer has agreed to provide a flat vide noon the Floor in Block nomeasuring Carpet area Sq.ft., saleable area Sq.ft. more or less (including Super Built up area) and a covered Garage on Basement in Block measuring Sq. ft. more or less which is under construction of the G+10 & B+G+10 multi storied building in the name & Style of FORTTUNE HEAVEN from the developers allocation wherein the owner and Developer will execute the Deed of Conveyance and also the Agreement for Sale who will purchase the said Flat on the said building (herein after referred to as the said Flat particularly mentioned in the E SCHEDULE). The price of carpet area of the said flat is of Rs. per Sq.ft. i.e. total price of Rs..... (Rupees) only (It may be changed as per Govt. Circular) and EDC Rs. /-(Rupees) only.

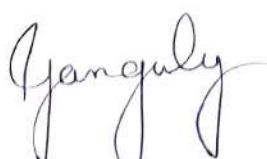
NOW THIS DEED OF AGREEMENT WITNESSETH AND IT IS HEREBY AGREED AND DECLARED BY THE PARTIES HERETO AS FOLLOWS;

That the Owners and the Developer will sell and the Purchaser shall purchase a flat vide no on the Floor in Block nomeasuring Carpet area Sq.ft., saleable area Sq.ft. more or less (including Super Built up area) and a covered Garage on Basement in Block

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measuring Sq. ft. more or less which is under construction of the G+10 multi storied building in the name & Style of FORTTUNE HEAVEN fully mentioned in the E SCHEDULE here under written and hereinafter referred to as the said Flat & Garage along with undivided proportionate impartible share or interest in the land underneath the said building together with all easement rights over all the common parts and portions In the said building and premises here under written at a total consideration of Rs...../-(Rupees) only and additional charges of GST @% i e, Rs.-(Rs.) only (It may be changed as per Govt. Circular) and EDC Rs.-(Rupees) only.

TERMS & CONDITIONS

- I. That out of the said total consideration the Purchaser had already paid of Rs/-(.....) only as earnest money and the Vendor/Developer do hereby admit and acknowledge the receipt of the said amount. The balance amount out of the total consideration amounting of Rs. -/-(.....) only and additional charges i.e GST and EDC charges shall be paid by the Purchaser strictly as per Payment schedule mentioned in "I" Schedule from this date hereunder written.
- II. The Promoter shall periodically intimate to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/ notifications together with dates from which such taxes/levies etc. have been imposed or become effective;

- III. That if any cheque which is given by the purchaser to the developer is declared as Dis-honour from the bank in that case the purchaser will be bound to pay of Rs. 2500/- only as penalty which will be paid within 07 days from the date of knowledge.
- IV. That after execution of this agreement for sale the purchaser can nominate to another person for his / her schedule flat/Parking after Lock – in period of one year with the permission from the developer. In that case after receiving the notice from the purchaser , the developer will claim 4% of the total price or the nomination price whichever is higher .At the time of nomination the transferee will be compulsory required to execute the fresh agreement for sale.
- V. The Purchaser will not be permitted to do anything whereby the Co-Purchaser/ Purchaser of the other portion of the project will be obstructed or prevented from quiet and exclusive enjoyment of common areas and also with all the amenities of the project. In that case the purchaser will be bound to abide by the rules and regulations of the society of the project.
- VI. That the deed of conveyance will be executed after full and final payment by the purchaser. The registration work must be conducted by the developer's appointed lawyer only. The Stamp duty and registration fees will be actual as per government norms. The registration may be done in Commission basis due to avoid hazards. The legal with other miscellaneous Charges will be 1% of market value or property value whichever is higher. The Stamp duty , registration fees and legal with other miscellaneous Charges will be borne by the purchaser.
- VII. The Total Price of Apartment includes: 1) pro rata share in the Common Areas; and 2) Covered garage as provided in the Agreement.

The Total Price is escalation-free, save and except increases which the Allottee 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

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levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/ regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments

VIII. 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.

IX. 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 granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee 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 Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand that from the Allottee as per

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X. The Promoter agrees and acknowledges, the Allottee shall have the right to the Apartment as mentioned below:

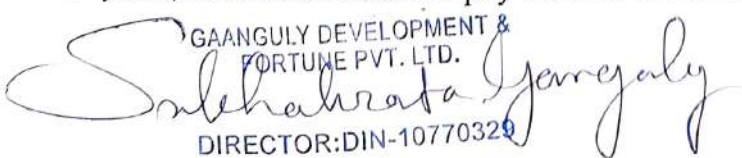
- It is made clear by the Promoter and the Allottee agrees that the Apartment along with covered garage shall be treated as a single indivisible unit. It is agreed that the Project is an independent, self-contained Project covering the said Land and

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 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 i.e. areas and facilities falling outside the Project, namely **FORTTUNE HEAVEN** 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 Promoter agrees to pay all outgoings before transferring the physical possession of the apartment to the Allottees, which it has collected from the Allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

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


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2. MODE OF PAYMENT

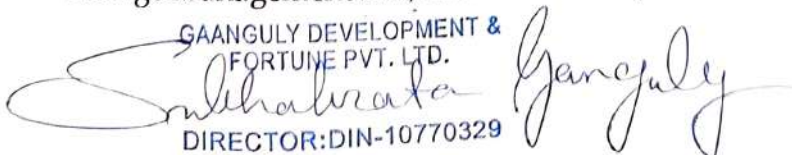
Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on demand by the Promoter, within the stipulated time as mentioned in the Payment Plan details described in schedule "I" through A/c Payee Cheque / Demand Draft or Online Payment (as applicable) in favour of **GANGULY DEVELOPMENT & FORTUNE PRIVATE LIMITED** payable at Bankura.

3. PAYMENT OF GST AND OTHER TAX

The GST & other tax will be applicable as guideline of respective authorities and the Allottee will be bound to pay the amount of applicable GST and other Tax to the developer time to time subject to the developer will be bound to deposit the said amount to the respective authorities.

4. COMPLIANCE OF LAWS RELATING TO REMITTANCES

The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act 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 Promoter with such permission, approvals which would enable the Promoter to fulfil its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof


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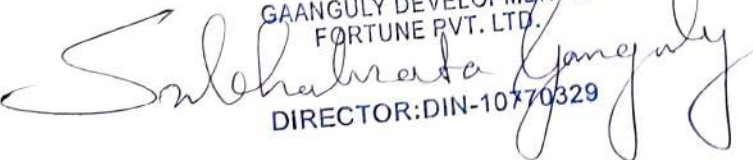
and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

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

5. ADJUSTMENT/APPROPRIATION OF PAYMENTS

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

6. TIME IS ESSENCE


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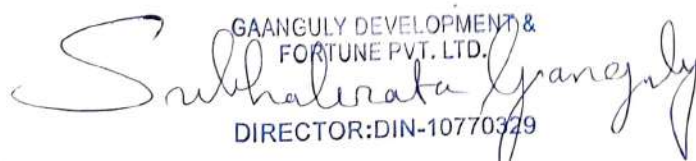
Time is of essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate* or the completion certificate or both, as the case may be. Similarly, the Allottee 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 Promoter as provided in Schedule- I (Payment Plan").

7. CONSTRUCTION OF THE PROJECT/ APARTMENT

The Allottee has seen the specifications of the Apartment 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 Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the competent authority and shall not have an option to make any variation /alteration /modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

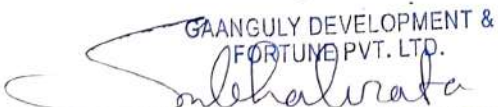
8. POSSESSION OF THE APARTMENT

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,


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assures to hand over possession of the Apartment on or before unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the apartment, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 days from that date. After refund of the money paid by the Allottee, Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

Procedure for taking possession – The Promoter, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the apartment, to the Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and 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 fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter/association of allottees,

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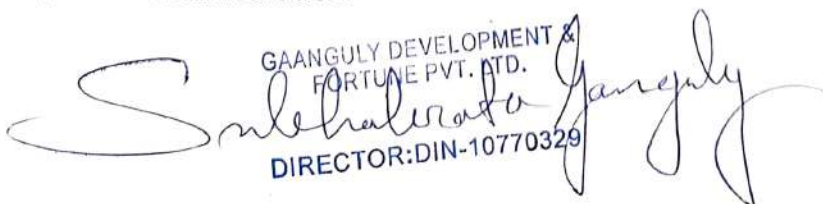
as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 3 months of receiving the occupancy certificate of the Project.

Failure of Allottee to take Possession of apartment: Upon receiving a written intimation from the Promoter as mentioned above, 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 as mentioned above, such Allottee shall continue to be liable to pay maintenance charges as applicable.

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

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 earnest money paid for the agreement for sale. The balance amount of money paid by the allottee shall be returned by the promoter to the Allottee within 45 days of such cancellation.


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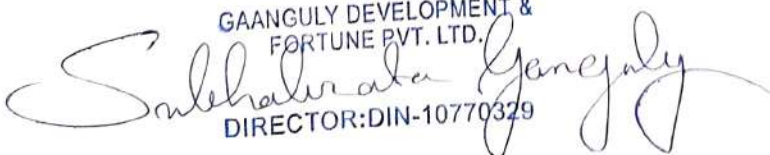
Compensation – The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for compensation under this section shall not be barred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

Except for occurrence of a Force Majeure event, if the 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 herein; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the apartment, with interest at the rate specified in the Rules within 45 days including compensation in the manner as provided under the Act. Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the apartment.

9. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

- (i) The [Promoter] has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;


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- (ii) The Promoter 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 apartment;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and apartment and common areas;
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the said Land, including the Project and the said apartment which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said apartment to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the apartment to the Allottee and the common areas to the Association of the Allottees;


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(x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;

(xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to 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 Promoter in respect of the said Land and/or the Project;

(xiii) That the property is not Waqf property.

10. EVENTS OF DEFAULTS AND CONSEQUENCES

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

(i) Promoter fails to provide ready to move in possession of the apartment to the Allottee within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects;

(ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

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


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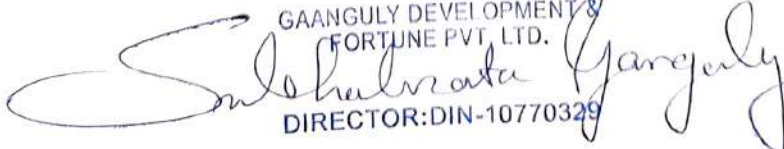


- (i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any penal interest; or
- (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the apartment, along with interest at the rate specified in the Rules within forty-five days of receiving the termination notice:

Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the promoter, interest at the rate specified in the Rules, for every month of delay till the handing over of the possession of the apartment.

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

- (i) That if the Purchaser fails and/or neglects to pay the demand amount within two months from Schedule time, the developer may serve an one month duration cancellation notice to the purchaser for termination of this sale agreement and even after receiving the cancellation notice the purchaser fails or neglects to pay the demand in the manner as aforesaid on that event the Vendor/ Developer will be at liberty to cancel this Agreement and can sell the said Flat to any third party without intimating the Purchaser and the earnest money which was paid by the Purchaser to the Vendor/ Developer, shall be refunded within three month from the date of cancelation of the said agreement after deduction


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10% of the consideration money . It is to be mentioned here that upon such cancellation of Agreement the Purchaser shall have no right or vesting interest left over the said Flat and further shall have no right left to take any legal action against the Vendor/Developer. That after servicing the intimation notice or cancelation notice if the purchaser intends to pay the demand amount to the developer the purchaser have to pay penalty charges of Rs 25,000/- only.

11.. CONVEYANCE OF THE SAID APARTMENT

The Promoter, on receipt of complete amount of the Price of the apartment under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the apartment together with proportionate indivisible share in the Common Areas within 3 (three) months from the issuance of the occupancy certificate*. However, in case the Allottee fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Promoter is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/ penalties imposed by the competent authority(ies).

12. MAINTENANCE OF THE SAID BUILDING / APARTMENT / PROJECT

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of the allottees. The cost of such maintenance has been excluded in the Total Price of the apartment.


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That the developer will take the maintenance charges @ Rs. 2/- per sq.ft. per month up to one year after obtaining the Completion certificate of the project. Within this period the society will be formed in association with the flat owner/Occupiers and one year after obtaining the completion certificate of the project the society will take maintenance charges as per their decision.

13. DEFECT LIABILITY

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

14. 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 is/her right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the association of allottees (or the maintenance agency appointed by it) and performance by the Allottee of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of allottees from time to time.

15. RIGHT TO ENTER THE APARTMENT FOR REPAIRS

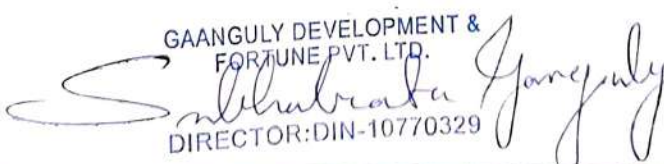
The Promoter / maintenance agency /association of allottees shall have rights of unrestricted access of all Common Areas, garages/closed parking's and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of allottees and/or maintenance agency to enter into the apartment 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.

16. USAGE

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the **FORTTUNE HEAVEN** 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's etc. and other permitted uses as per sanctioned plans. The Allottee 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 allottees formed by the Allottees for rendering maintenance services.

17. 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 and shall not do or suffer to be done anything in or to the Building, or the apartment, 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 apartment and keep the apartment, 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

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that the support, shelter etc. of the Building is not in any way damaged or jeopardized. The Allottee 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 Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the apartment or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the apartment. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of allottees and/or maintenance agency appointed by association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

18. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE

The Allottee is entering into this Agreement for the allotment of a apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular. That the Allottee 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 apartment, all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the apartment/ at his/ her own cost.

19. ADDITIONAL CONSTRUCTIONS

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

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20. PROMOTER SHALL NOT MORTGAGE OR CREATE CHARGE

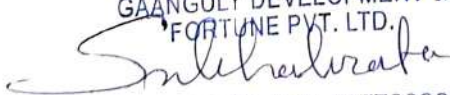
After the Promoter executes this Agreement he shall not mortgage or create a charge on the [Apartment/Plot/Building] and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the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

21. APARTMENT OWNERSHIP ACT

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

22. BINDING EFFECT

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

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23. ENTIRE AGREEMENT

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/plot/building, as the case may be.

24. RIGHT TO AMEND

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

**25. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE /
SUBSEQUENT ALLOTTEES**

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 Allottees of the apartment, in case of a transfer, as the said obligations go along with the apartment for all intents and purposes.

26. WAIVER NOT A LIMITATION TO ENFORCE

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

27. SEVERABILITY

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Sulekhawala
DIRECTOR: DIN-10770329 *Ganguly*

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.

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

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

29. 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.

30. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee.

31. NOTICES

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

.....Son ofof Vill.....,
P.O..... & P.S., District,
Pin..... (Purchaser Address)

AND

GANGULY DEVLOPMENT & FORTUNE PRIVATE LIMITED. A Company registered under companies Act having its registered office at at Sonamukhi, Rathtala, Bankura, Pin-722207,

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

32. JOINT ALLOTTEES

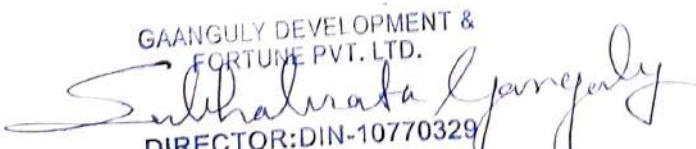
That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.

33 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.

34 DISPUTE RESOLUTION

If the parties raising disputes shall serve a notice to the other party at the address mentioned herein or to its last known address detailing therein the grievances and/or

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differences and within 15 (fifteen) days of receiving such notice, there would be a joint meeting between the parties for amicable settlement of the disputes and/or grievances of the concerned party. In case the disputes cannot be settled in the said meeting or within any mutually extended time then either party could take recourse to arbitration proceedings. All disputes and differences between the parties hereto with regard to interpretation of this Agreement and/or for implementation and/or in any way relating to or in any manner arising in pursuance thereof shall be referred to the arbitrator Sri Advocate of Bankura Judges Court or in case of his inability for any reason whatsoever any other person to be nominated by the developer and the said arbitration will be governed by The Arbitration And Conciliation Act, 1996 and any amendment thereof. The parties shall accept the award passed by the Arbitrator.

THE "A" SCHEDULE PROPERTY ABOVE REFERRED TO

(Entire land)

All that pieces or parcel of land measuring 33 Katha 2 Chhataks 1 Sq.ft. equivalent to 2215.855 Square meter within Dist Bankura P.S. Bankura J.L No.214, Mouza- Parbatipur Ward No. 13 adjacent Bhakatpara Road being L.R Khatian No 3743 being C.S Plot No. 281, sabek plot 281/755 corresponding L.R Plot No. 925, within the jurisdiction of Bankura Municipality is butted and bounded as follows :-

On the North : Gobindanagar to Lokepur 40' Ft. Pucca Pitch Road.

On the South : Vacant land of Ratan Bhakat and 4' Ft. Wide Road (Kancha Road)

On the East : 1.2 meter Wide Kancha Road.

On the West : Land of Health Department and land of Nimai Bhakat

THE "B" SCHEDULE ABOVE REFERRED TO

(Details and area statement of the Flat)

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ALL THAT the piece and parcel of self contained residential flooring flat
vide no on the Floor in Block no measuring
Carpet area Sq.ft., saleable area Sq.ft. more or less (including
Super Built up area) of B+G+10 or G+10 multi storied Building in FORTTUNE
HEAVEN which details are as follows:

Carpet area: Sq.ft.
Exclusive Balcony Area: Sq.ft.
Built up Area: Sq.ft.
Covered Area: Sq.ft.
Super Built up area/ Saleable area: Sq.ft.

Which is butted & Bounded by :

On the North :
On the South :
On the East :
On the West :

ALL THAT piece and parcel of a residential cemented flooring covered Garage on
...../...../..... or Ground Floor in Block
measuring Sq. ft. more or less of B+G+10 Multi storied Building

THE "C" SCHEDULE ABOVE REFERRED TO

(Cost of maintenance of common service & facilities)

Cost of maintenance, repairing, re-decorating etc. of the main structure and in
particular the gutters, fresh and rain water-pipe, drains, sewers, water reservoir,
overhead water storage tanks, septic tank and electric wires, motors, generators, all
amenities , other appliances and passages in or under or upon the building and
enjoyed or used by the Purchaser in common with the other occupiers of the building

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and the main entrance, passages landings, staircases, lift, lobby, of the building enjoyed by the Purchaser or used by him in common with the other occupiers are as aforesaid.

1. Cost of cleaning and lighting the passages, landing, staircase and other parts of the building as enjoyed or used by the Purchaser in common as aforesaid.
2. Cost of working and maintenance of light and service charges.
3. Cost of maintenance and decorating the exterior of the building.
4. Cost of Municipal rates and taxes save those separately assessed.
5. Cost of charges of establishment for maintenance of the building and the salaries of all persons employed for the same.
6. Cost of all charges and deposit for supply of common facilities.
7. Cost of all legal expenses appertaining to the maintenance and protection of the said building and disputes regarding claims and/or demands from Municipality and/or local authorities.
8. Cost of all charges for maintaining the office for common purposes.

THE "D" SCHEDULE ABOVE REFERRED TO
(COMMON RIGHT & FACILITIES)

1. The said land described in the A SCHEDULE herein above written.
2. The foundation, columns, beams, supports main walls, stair, stairways and entrances and exits of the building.
3. Concealed electrical wiring and fittings and fixtures for lighting in the staircase, common passage and other common areas in the building and the said land.
4. Drains and sewers from the building to the Municipal ducts.
5. Staircase and lobbies.

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6. Water Pump and meter together with the space required therefore, overhead tank and distribution pipes from the tank to different units and from water reservoir to the overhead tank.
7. Water and evacuation pipes from the units to drains and sewers common to the building.
8. Boundary walls and main gate and all the road way, street light inside the project of the said land.
9. All the other amenities i.e Community Hall, Gymnasium, Library room, Game Room, Podium, Children Park, Sky walk, Generator, CC-TV etc.

THE "E" SCHEDULE ABOVE REFERRED TO
(Specification of the flats)

1. GENERAL

The building shall be RCC framed structure as per design of the consultant engineer.

2. BRICK/FLY ASH BLOCK WALL

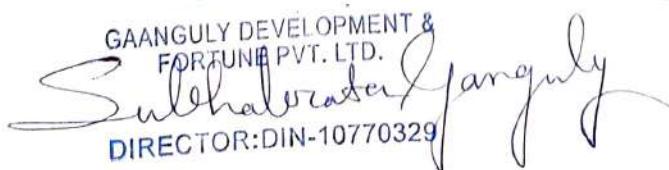
All exterior brick/fly ash block work shall be 200 mm thick. All partition wall shall be 125 mm thick.

3. FLOORING SKIRTING

- a) All rooms and verandahs are laid with standard floor tiles 24"x24" and skirting of 6" height.
- b) Kitchen will have marble in floor.
- c) The toilet floors will be marble and dado of 6'-0" height by glazed tiles.

4. PLASTER

The outside and inside wall of the building will have plaster | 10 mm thick (average) whereas the ceiling plaster will be 10 mm thick (average).

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5. DOORS & WINDOWS

- a) All the doors should be flash door
- b) Aluminium tower bolt 9" long from inside
- c) One hatch bolt form outside for bedroom only
- d) Mortise lock in main door only

6) TOILET DOORS

- a) P.V.C. Door
- b) Aluminium tower bolt 6" long and handle from both side

C) WINDOWS

- a) All windows shall be provided with sliding window with grill.

7) WALL FINISH

- a) The building shall be painted externally with weather coat Equivalent.
- b) The inside of the building shall have Putty finish only.

8) TOILETS

- a) White Colour one Indian type Pan or one commode in each toilet.
- b) One Shower in Each toilet and hot and cold mixture tap line.
- d) PVC Pipelines will be concealed type inside the toilet.
- e) Glazed Tiles up to 6' feet high.

9) KITCHEN

- a) One cooking platform with black stone with green marble.
- b) Built in steel sink at kitchen.
- c) Dado on cooking platform with 3' height glazed tiles.

10) DINING CUM LIVING ROOM

- a) One white colour wash basin

b) One water point for washing machine

9) STAIR CASE

In Staircase S.S steel railing will be provided Stair floor will have cast floor marble.

10) ROOF

a) L.P.S. floor in proper slope will be provided over roof slab.

b) 3' height parapet wall will be provided all around the roof slab.

c) Suitable rain water PVC pipe for proper drainage of water from roof.

d) Heat proof tiles will be fitted on roof top.

11) ELECTRICAL INSTALLATION

a) Electrical infrastructure, transformer and installation, electric meter should be installed by the developer/promoter.

b) Two light points, one fan point, four power points for TV, refrigerator, washing machine and inverter and two plug points in drawing and dining.

c) One light points in each toilet

d) One light point in kitchen and on two power point in kitchen.

e) One fan point, two light points two plug points and one AC point in each bedroom.

f) One point for calling bell.

g) All wiring will be concealed type with standard copper wire.

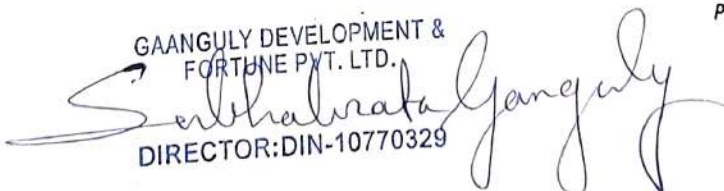
h) Cabin room of electricity meter for entire building.

12) WATER SUPPLY

a) Water supply from local Municipality

b) Water supply from the underground RCC Reservoir to overhead water tank with an ejector pump will install.

c) Water should be supplied through pipe line in each kitchen, bathroom, toilet, basin in dining cum living room.



13) LIFT FACILITY

a) Available in every Block

THE "F" SCHEDULE ABOVE REFERRED TO

(Payment Schedule)

The total consideration money of the said residential flat vide noon the Floor in Block no measuring Carpet area Sq.ft., saleable area Sq.ft. more or less (including Super Built up area) more or less of B+G+10 Multi storied Building Is Rs...../-(Rupees only.

(Mode of Payment)

Particulars	Percentage	Flat Value	CGST	SGST	Total Value
Booking & Agreement	10%				
Pilling & Foundation	20%				
Ground Floor roof casting	10%				
On completion 2nd Floor roof casting	5%				
On completion 3rd Floor roof casting	5%				
On completion 4th Floor roof casting	5%				
On completion 5th Floor roof casting	5%				

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On completion 6th Floor roof casting	5%				
On completion 7th Floor roof casting	5%				
On completion 8th Floor roof casting	5%				
On completion 9th Floor roof casting	5%				
On completion 10th Floor roof casting	10%				
On 1st Notice of possession	10%				
TOTAL =					

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands and seals on the day, month and year first above written.

GAANGULY DEVELOPMENT &
FORTUNE PVT. LTD.
Sulhalorata Ganguly
DIRECTOR: DIN-10770329

Signed, sealed and Delivered in
presents of following :-

As constituent Attorney of BHOLA
MOHINI MINERALS PRIVATE
LIMITED

WITNESSES :

1.

Signature of the Owners

2.

Signature of the Developer
(Tilottama Construction)

Drafted by :

Sukumar Mallick

Advocate

Enrolment No.- WB/340/2001

District Judges' Court, Bankura,
(W.B.)

Signature of the Purchaser

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MEMO OF CONSIDERATION

The total consideration money of the said flat vide no on the
Floor in Block no measuring Carpet area Sq.ft., saleable area
..... Sq.ft. more or less (including Super Built up area) of B+G+10 Multi
storied Building Is Rs. /-(Rupees) only and additional
Charges of GST @ % i e, Rs. /-(.....)
only (It may be changed as per Govt. Circular) and EDC Rs. /-(Rupees
.....) only on the said G+10 Multi-Storied building is to be payable by the
Purchaser to the Developer hereof in the manner as follows :-

- a) Received only through Rs /-
- b) Received only by cheque vide No Dt. Rs /-
- From bank Branch
- Total Rs. /-
- only

Signed, sealed and Delivered in presents of following :

WITNESSES:

As constituent Attorney of BHOLA MOHINI
MINERALS PRIVATE LIMITED

1.

Signature of the Owners

2.

Signature of the Developer

GAANGULY DEVELOPMENT &
FORTUNE PVT. LTD.

DIRECTOR: DIN-10770329

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