

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made and executed at Kolkata on this Day of Two Thousand Twenty-Six (2026),

BETWEEN

1. SHRI SHYAMAL GHOSH, alias Shyamal Kumar Ghosh, son of late Panchu Gopal Ghosh having his Income Tax Permanent Account No. (**AEJPG6559F**), and Aadhaar No. (**8316 4613 0544**), by Faith-Hindu, by Nationality: Indian, by Occupation- Service, residing at Elachi, Baguipara Road, Post Office-Narendrapur, Police Station-Sonarapur, Kolkata-700103, District-South 24 Parganas, in the State of West Bengal. **2. SHRI PRATAP CHANDRA GHOSH**, son of late Kamal Kumar Ghosh having his Income Tax Permanent Account No. (**ADYPG 7662B**), and Aadhaar No. (**5923 3998 6316**), by Faith-Hindu, by Nationality-Indian, by Occupation- Business, residing at Purbanchal, Madarhat Road, Post Office & Police Station-Baruipur, Kolkata-700144, District-South 24 Parganas, in the State of West Bengal. **3. SHRI SPANDAN GHOSH**, son of Shyamal Kumar Ghosh having his Income Tax Permanent Account No. (**DDJPG 1159M**), and Aadhaar No. (**2692 4768 7621**), by Faith-Hindu, by Nationality: Indian, by Occupation-Service, residing at Elachi, Baguipara Road, Post Office-Narendrapur, Police Station-Sonarapur, Kolkata-700103, District-South 24 Parganas, in the State of West Bengal, **4. SMT SAGARIKA GHOSH**, wife of Shyamal Kumar Ghosh having her Income Tax Permanent Account No. (**AWAPG 0855D**), and Aadhaar No. (**2692 4768 7621**), by Faith-Hindu, by Nationality: Indian, by Occupation- House Wife, residing at Elachi, Baguipara Road, Post Office-Narendrapur, Police Station-Sonarapur, Kolkata-700103, District-South 24 Parganas, in the State of West Bengal hereinafter jointly referred to as **LAND OWNERS** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their successor(s), heir(s), successors-in-interest, the executor(s), representative(s), administrator(s) and/or assigns) of the **FIRST PART**.

AND

SUUCASA CENTRINO REALTY LLP a Limited Liability Partnership concern, having its Income Tax Permanent Account Number (**AFUFS 2552N**), having its registered office at 825, Mahamayatala Road, Post Office- Garia, Police Station- Erstwhile Sonarpur, presently Narendrapur, Kolkata-700084, District-South 24 Parganas West Bengal, duly represented by one of its partner namely **SHRI NIKHIL GHOSH**, having his Income Tax Permanent Account (**ADM PG 4391D**), and Aadhaar Number (**3228 2453 7680**) son of late Haran Chandra Ghosh, residing at 825, Mahamayatala Road, Post Office- Garia, Police Station- Erstwhile Sonarpur, presently Narendrapur, Kolkata-700084, District-South 24 Parganas West Bengal, hereinafter referred to as the **DEVELOPER** (which expression shall, unless repugnant to the context shall mean and include it's successors-in-Office, the executor(s), representative(s), administrator(s), men, agents and/or assigns) of the **SECOND PART**.

AND

1), son/daughter of, having his/her Income Tax Permanent Account No. (.....), Aadhaar No (.....), by Faith- Hindu, by Occupation-Service, Permanent resident of, Post Office-....., Police Station-, Pin-....., District , West Bengal, in the state of West Bengal, hereinafter referred to as the “PURCHASER” (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his/ her heirs, legal representatives, successors, and/or assigns) of the **THIRD PART**.

DEVOLUTION OF BACKGROUND OF THE TITLE OF THE PROPERTY

A. One Jitendrav Nath Mondal, Khagendra Nath Mondal, Upendra Nath Mondal, Sanatan Mondal and Hiralal Mondal, were the joint and absolute recorded owners of all that piece and parcel of land measuring about 13.5 Decimal lying and situated at Mouza Elachi, R.S. Dag No.78, R.S. Khatian No.142, 807, 808, 809,810 and 811, J.L. No.70, Police Station-Sonarpur, District South 24 Parganas.

B. While they were enjoying the aforesaid property, they have sold, conveyed, and transferred the aforesaid property unto and in favour of Smt. Ujjala Ghosh by virtue of a registered Deed of Conveyance which was duly registered at the office of the Additional District Sub-Registrar Sonarpur, recorded in Book No. I, Volume No.23, Pages 267 to 272, being No.1857 for the year 1962.

C. While said Ujjala Ghosh was enjoying her aforesaid property, free from all sorts of encumbrances sold, conveyed, and transferred her entire aforesaid property unto and in favour of one Raghunath Mukherjee by virtue of a registered Deed of Conveyance dated 27th June 1968 which was duly registered at the office of the District Registrar at Alipore, recorded in Book No. I, Volume No.80, pages from 188 to 195, being No.7495 for the year 1968.

D. While said Raghunath Mukherjee was enjoying his aforesaid property died intestate leaving behind his wife, Gita Mukherjee, and two sons, Pinaki Mukherjee and Subhro Mukherjee, as his legal heirs and successors who have inherited his share over the aforesaid property.

E. While said Gita Mukherjee, Pinaki Mukherjee, and Subhro Mukherjee were enjoying their aforesaid property, they sold, conveyed, and transferred all that 13.5 Decimal land unto and in favour of Smt. Arati Biswas, by virtue of a registered Deed of Conveyance dated 9th December 1981, which was duly registered at the office of the District Registrar at Alipore, recorded as Deed No.13273 for the year 1981.

F. While said Arati Biswas was enjoying her aforesaid property, free from all sorts of encumbrances, sold, conveyed, and transferred her all that 13.5 Decimal land unto and in favour of one Bina Chowdhury by virtue of a Deed of Conveyance which was duly registered at the office of the District Registrar at Alipore, recorded in Book No. I, Volume No.84, pages from 74 to 83, being No.2696 for the year 1983.

G. While said Bina Chowdhury, was enjoying her all that 13.5 Decimal land, free from all sorts of encumbrances, in order to sell, convey and transfer her aforesaid property, she appointed one Arun Kumar Chowdhury as his Constituted Attorney in respect of the said property by virtue of a General Power of Attorney, Being no. 274 for the year 1990. Therefore, said Arun Kumar Chowdhury by virtue of the said Power of Attorney, has sold, conveyed and transferred all that piece and parcel of land measuring about 5 Cotthas 5 Chittaks 35 Sq. Ft (equivalent to 8.86 Decimal) unto and in favour of Smt. Ratna Chowdhury, by virtue of a Deed of Conveyance dated 23rd May 1990, registered at the office of the Additional District Sub-Registrar, Sonarpur, in Book No. I, being Deed No.3716 for the year 1990.

H. While said Bina Chowdhury, was enjoying all that remaining land out of 13.5 Decimal free from all sorts of encumbrances, through his constituted attorney Arun Kumar Chowdhury, has sold, conveyed, and transferred all that piece and parcel of land measuring about 2 Cotthas 9 Chittaks 31 Sq. Ft unto and in favour of Shyamal Kumar Ghosh by virtue of a Deed of Conveyance dated 23rd May 1990, registered at the office of the Additional District Sub-Registrar, Sonarpur, in Book No. I, Volume No. 72, pages from 235 to 247, being Deed No.3697 for the year 1990.

I. While said Shyamal Kumar Ghosh was enjoying his all that 2 Cotthas 9 Chittaks 31 Sq. Ft. land lying and situated at Mouza Elachi, R.S. Dag No.78, R.S. Khatian No.142, 807, 808, 809,810 and 811, J.L. No.70, Police Station-Sonarpur, District South 24 Parganas, has sold, conveyed and transferred all that piece and parcel of land measuring about 2 Cottahs 9 Chittack 31 Sq. Ft. (equivalent to 4.30 Decimal) unto and in favour of Smt. Manjula Mukhopadhyay by virtue of a registered Deed of Conveyance, registered at the office of the Additional District Sub-Registrar at Sonarpur, recorded in Book No. I, being No.3512 for the year 1991.

J. While said Manjula Mukhopadhyay, was enjoying his all that 2 Cotthas 9 Chittaks 31 Sq. Ft. land lying and situated at Mouza Elachi, R.S. Dag No.78, R.S. Khatian No.142, 807, 808, 809,810 and 811, J.L. No.70, Police Station-Sonarpur, District South 24 Parganas, has sold, conveyed and transferred all that piece and parcel of land measuring about 2 Cottahs 9 Chittack 31 Sq. Ft. unto and in favour of Rabi Raj by virtue of a registered Deed of Conveyance dated 10th December 1993, registered at the office of the District Registrar at Alipore, recorded in Book No. I, Volume No. 299, pages 49 to 55 Being No.15972 for the year 1993.

K. While said Rabi Raj, was enjoying his all that 2 Cotthas 9 Chittaks 31 Sq. Ft. land, free from all sorts of encumbrances, has been sold, conveyed and transferred the same unto and in favour of Pratap Chandra Ghosh by virtue of a registered Deed of Conveyance dated 9th January 2014, registered at the office of the Additional District Sub-Registrar at Sonarpur, recorded in Book No. I, CD Volume No. I, pages from 3184 to 3204, being No.207 for the year 2014. Thus, by virtue of the said Deed of Conveyance dated 9th January 2014, said Pratap Chandra Ghosh became the owner of all that piece and parcel of land measuring about 2 Cottahs 9 Chittacks and 31 Sq. Ft., lying and situated at R.S. Dag No.78, R.S. Khatian No.142, 807, 808, 809, 810 and 811 of Mouza Elachi, Police Station-Sonarpur, District South 24 Parganas within the jurisdiction of the District Sub-Registrar at Sonarpur. After becoming the owner of the aforesaid property, he has recorded his name with the records of the BL & LRO, Sonarpur, while new L.R. Khatian No.2715 under L.R. Dag No.74 was issued in his favour.

L. While said Ratna Chowdhury, was enjoying all her 5 Cottahs 5 Chittack 35 Sq. Ft. of land, free from all sorts of encumbrances, sold, conveyed and transferred the same unto and in favour of Asit Kumar Roy by virtue of a registered Deed of Conveyance dated 18th May 1992, registered at the office of the Additional District Sub-Registrar at Sonarpur, recorded in Book No. I, Volume No.52, pages from 379 to 386, Being No.3943 for the year 1992. Thus, by virtue of the said Deed of Conveyance dated 18th May 1992, said Asit Kumar Roy became the owner of all that piece and parcel of land measuring about 5 Cottahs 5 Chittacks and 35 Sq. Ft., lying and situated at R.S. Dag No.78, R.S. Khatian No.142, 807, 808, 809, 810 and 811 of Mouza Elachi, Police Station-Sonarpur, District South 24 Parganas within the jurisdiction of the District Sub-Registrar at Sonarpur.

M. While said Asit Kumar Roy, was enjoying all his 5 Cottahs 5 Chittack 35 Sq. Ft. of land, free from all sorts of encumbrances, has been sold, conveyed, and transferred all that piece and parcel of land measuring about 2 Cottahs 10 Chittack 40 Sq. Ft. unto and in favour of Shyamal Kumar Ghosh by virtue of a registered Deed of Conveyance dated 14th September 2003, registered at the office of the Additional District Sub-Registrar at Sonarpur, recorded in Book No. I, Volume No.140, pages from 98 to 107, being No.7918 for the year 2003. Thus, by virtue of the said Deed of Conveyance dated 14th September 2003, said Shyamal Kumar Ghosh became the owner of all that piece and parcel of land measuring about 2 Cottahs 10 Chittacks and 40 Sq. Ft., lying and situated at R.S. Dag No.78, R.S. Khatian No.142, 807, 808, 809, 810 and 811 of Mouza Elachi, Police Station-Sonarpur, District South 24 Parganas within the jurisdiction of the District Sub-Registrar at Sonarpur. After becoming the owner of the aforesaid property, he recorded his name with the records of the BL & LRO, Sonarpur, while new L.R. Khatian No.2716 under L.R. Dag No.74 was issued in his favour.

N. One Panchu Gopal Ghosh, Amarendra Nath Ghosh, Panjibala Ghosh and others were seized and possessed of or otherwise well and sufficiently entitled to all that piece and parcel of land, including the area of R.S. Dag Nos. 80, 81 of Elachi Mouza, J.L. No. 70, P.S. Sonarpur, District South 24-Parganas.

O. While enjoying the said properties said Panchu Gopal Ghosh, Amarendra Nath Ghosh, Panjibala Ghosh and other co-sharers executed a Deed of Partition on 12th December 1961 regarding their properties, including the area of R.S. Dag Nos. 80, 81 of Elachi Mouza, which was duly registered at the office of the Additional District Sub Registrar office at Baruipur and recorded in Book No. I, Volume No-106, Pages- 245 to 277, being No.9571 for the year 1961.

P. By virtue of the said deed of partition, said Panchu Gopal Ghosh, being the third part therein, got the property, including an area of 11 Decimal of Bagan land situated in R.S. Dag Nos. 80 and 3 Decimal out 10 Decimals of Shali land in R.S. Dag No. 81 of Elachi Mouza, J.L. No. 70, morefully mentioned in schedule (Gha) of the said Deed of Partition and Smt. Panjibala Ghosh & Amarendra Nath Ghosh being the First Part of the aforesaid deed of partition, got the property, including the area of 7 Decimal out of 10 Decimals in R.S. Dag No.81 of Mouza- Elachi.

Q. While enjoying the share over the land situated at R.S. Dag No. 81 at Mouza-Elachi, said Panjibala Ghosh on 20th May 1979 executed a deed of settlement in favour of Amarendra Ghosh, which was duly registered at the office of S.R. Sonarpur office and recorded in Book No. I, Volume No.26, pages 51 to 55, being No. 1710 for the year 1979. and after the demise of said Panjibala Ghosh, said Amarendra Nath Ghosh became the absolute owner of the land measuring 7 Decimal out of 10 Decimals situated in R.S. Dag No.81.

R. While said Panchu Gopal Ghosh was enjoying his aforesaid land free from all sorts of encumbrances, he had sold, conveyed and transferred all that land measuring about 6 Cottahs 8 Chittaks 41 Sq. Ft. situated in R.S. Dag No. 80, R.S. Khatian No.915 of Elachi Mouza, J.L. No. 70 to Sri Somnath Mukhopadhyay, by virtue of a registered deed of conveyance which was duly registered at the office of Additional District Sub Registrar at Sonarpur and recorded in Book No. I, Volume No.61, Pages- 100 to 105, being No.3513 for the year 1991.

S. While said Somnath Mukhopadhyay was enjoying his aforesaid property, he had sold, conveyed and transferred the land measuring more or less 1 Cottah 12 Chittaks 12 Sq. Ft. out of 6 Cottahs 8 Chittaks 41 Sq.Ft. unto and in favour of Reba Rani Biswas by executing a registered deed of conveyance which was duly registered at the office of the Additional District Sub Registrar at Sonarpur and recorded in Book No. I. Volume No.93, Pages from 327 to 333, being No.4942 for the year 1991.

T. While said Panchu Gopal Ghosh and Sri Amarendra Ghosh were enjoying there all that aforesaid property situated in R.S Dag No. 81 of Mouza-Elachi had jointly sold, conveyed and transferred the land measuring more or less 5 Cottahs 14 Chittaks 25 Sq. Ft. situated in R.S. Dag No.81, R.S. Khatian No.42 of Elachi Mouza, J.L. No. 70 unto and in favour of Sri Somnath Mukhopadhyay, by executing a registered deed of conveyance which was duly registered at the office of the Additional District Sub Registrar at Sonarpur and recorded in Book No. I. Volume No.61, Pages From 106 to 112 being No.3514 for the year 1991.

U. While said Somnath Mukhopadhyay was enjoying the aforesaid property free from all sorts of encumbrances he had sold, conveyed and transferred all that land measuring more or less 4 Cottahs 12 Chittaks 12 Sq. Ft. in R.S. Dag No.80, C.S. Khatian No.39, R.S. Khatian No.915 of Elachi Mouza, J.L. No. 70 in 1993 to Sri Rabi Raj, by executing a registered deed of conveyance which was duly registered at the office of the District Sub Registrar at Alipore and duly recorded in Book No. I, Volume No. 194, Pages from 290 to 297, being No. 10446 for the year 1993.

V. While said Somnath Mukhopadhyay was enjoying his aforesaid property free from all sorts of encumbrances, he had sold the land measuring more or less 5 Cottahs 14 Chittak 25 Sq. Ft. in R.S. Dag No.81, R.S. Khatian No.42 of Elachi Mouza, J.L. No. 70 unto and in favour of one Arjun Raj, son of Sri Rabi Raj by executing a registered deed of conveyance which was duly registered at the office of the District Sub Registrar at Alipore and duly recorded in Book No. I, Volume No. 194, pages- 271 to 279, being No. 10444 for the year 1993.

W. While said Arjun Raj was enjoying his aforesaid property free from all sorts of encumbrances he has sold, conveyed and transferred the land measuring more or less 5 Cottahs 2 Chittaks 30 Sq. Ft. in R.S. Dag No.81, R.S. Khatian No.42 of Elachi Mouza, J.L. No. 70 unto and in favour of Sagarika Ghosh, by executing a registered deed of conveyance which was duly registered at the office of the Additional District Sub Registrar at Sonarpur and recorded in Book No. I. C.D. Volume No. I, Pages 3229 to 3241, being No.00202 for the year 2014. Thus, by virtue of the aforesaid deed of conveyance said Sagarika Ghosh became the absolute owner of the aforesaid property in respect of which she has duly recorded her name with the records of BL & LRO while new L.R. Khatian No.2978 was created under L.R. Dag No.77 she has also recorded her name with the records of Rajpur Sonarpur Municipality under Holding No.613, S.N. Ghosh Avenue, Assessee No. 1104302169482.

X. While said Rabi Raj was enjoying his aforesaid property free from all sorts of encumbrances has sold, conveyed and transferred the land measuring more or less 4 Cottahs 12 Chittaks 12 Sq. Ft. situated in R.S. Dag No.80, R.S. Khatian No.915 of Elachi Mouza unto and in favour of Sri Pratap Chandra Ghosh by executing a registered deed of conveyance which was duly registered at the office of the Additional District Sub

Registrar at Sonarpur and recorded in Book No. I. Pages from 3205 to 3216, being No.00206 for the year 2014. By virtue of the aforesaid deed of conveyance said Pratap Chandra Ghosh became the absolute owner of the aforesaid land in respect of which he has duly recorded his name with the records of BL & LRO while new L.R. Khatian No.2871 was created under L.R. Dag No.76.

Y. By virtue of a Deed of Partition dated 2nd December 1961, duly registered at the office of the Additional District Sub-Registrar at Baruipur, recorded in Book No. I, Volume No.106, pages 2452 to 2777, being No.9571 for the year 1961, one Panchu Gopal Ghosh became the sole and absolute owner of all that piece and parcel of land measuring about 2 Decimal more or less situated in R.S. Dag No.93 and 6 Decimal more or less situated in R.S. Dag No.96, under R.S. Khatian No.915 of Mouza Elachi, Police Station-Sonarpur, District South 24 Parganas, morefully described in (Gha) Schedule mentioned in the said partition deed.

Z. While said Panchu Gopal Ghosh was enjoying his aforesaid property free from all sorts of encumbrances, died intestate leaving behind his only son, Shyamal Kumar Ghosh and three daughters, namely, Bandana Ghosh, Chandana Ghosh, and Alpana Kapat (Ghosh) as his legal heirs and successors and after demised of the said Panchu Gopal Ghosh, his only son Shyamal Kumar Ghosh, filed a Title Suit, being No.205 of 2001, before the Learned Court of Civil Judge (Senior Division) at Baruipur against Smt. Alpana Kapat and others, wherein vide final Solenama dated 1st July 2002, said Shyamal Kumar Ghosh became the owner of all that piece and parcel of land measuring about 2 Decimal situated in R.S. Dag No.93 and 6 Decimals situated in R.S. Dag No.96, under R.S. Khatian No.915 of Mouza Elachi, P.S. Sonarpur, District South 24 Parganas. After becoming the owner of the aforesaid property, he has recorded his name with the records of the BL & LRO, Sonarpur, while new L.R. Khatian No.1197 under L.R. Dag No.89 and 92 was issued in his favour.

AA. While said Shyamal Kumar Ghosh was enjoying his all that piece and parcel of land measuring about 4 Cottahs 10 Chittacks more or less (The split of land being 1 Cottah Doba land in L.R. Dag No.89 and Bagan land measuring about 3 Cottahs 10 Chittacks in L.R. Dag No.92 under Khatian No.1197) of Mouza Elachi, Police Station-Sonarpur, Ward No.26 of Rajpur Sonarpur Municipality, District South 24 Parganas, West Bengal, by virtue of a Deed of Gift dated 24th January 2020, has conveyed and transferred the entire aforesaid property unto and in favour of his son, namely, Spandan Ghosh, which was duly registered at the office of the Additional District Sub-Registrar Sonarpur, recorded in Book No. I, Volume No.1608-2020, pages from 11928 to 11950, being No.00303 for the year 2020. Thus, by virtue of the said Deed of Gift dated 24th January 2020, said Spandan Ghosh became the owner of the aforesaid property in respect of which he recorded his name in the records of the BL & LRO Sonarpur, while Khatian No.3422 was duly issued in his favour.

BB. One Reba Rani Biswas, wife of late Sushil Kumar Biswas, by virtue of a Deed of Conveyance dated 18th April 1957, executed by Sri Nirendra Nath as vendor therein, became the sole, absolute, and recorded owner of all that piece and parcel of land measuring about 2 Cottahs 1 Chittack (equivalent to 3.40 Decimal), lying and situated at Mouza Elachi, R.S. Dag No.97, R.S. Khatian No.31, J.L. No.70, Police Station-Sonarpur, District South 24 Parganas, West Bengal. The said Deed of Conveyance, was registered at the office of District Registrar Alipore Sadar, recorded in Book No. I, Volume No.44, Pages from 19 to 21, being No.1746 of 1957.

CC. While said Reba Rani Biswas was enjoying her aforesaid property free all sorts of encumbrances, sold, conveyed and transferred all that piece and parcel of land measuring about 2 Cottahs 1 Chittack lying and situated at Mouza Elachi, R.S. Dag No.97, R.S. Khatian No.31, J.L. No.70, Police Station- Sonarpur, District South 24 Parganas, West Bengal, unto and in favour of Mantu Das, by virtue of a registered Deed of Conveyance dated 30th April 1993, duly registered at the office of the Additional District Sub Registrar at Sonarpur recorded in Book No. I, Volume No.43, pages from 62 to 66, being No.3055 for the year 1993. Thus, by virtue of the said Deed of Conveyance dated 30th April 1993, the said Mantu Das became the owner of the aforesaid and started enjoying the same by paying regular tax to the concerned authorities.

DD. While said Mantu Das was enjoying his aforesaid property free from all sorts of encumbrances, sold, conveyed and transferred all that piece and parcel of land measuring 2 Cottahs 1 Chittack lying and situated at Mouza Elachi, R.S. Dag No.97, R.S. Khatian No.31, J.L. No.70, Police Station- Sonarpur, District South 24 Parganas, West Bengal, unto and in favour of Tuhin Kumar Gyne, by virtue of a registered Deed of Conveyance dated 25th February 2008, which was duly registered at the office of the Additional District Sub Registrar at Sonarpur recorded in Book No. I, CD Volume No. I, pages from 5110 to 5121 being No.1230 for the year 2008. Thus, by virtue of the said Deed of Conveyance dated 25th February 2008, the said Tuhin Kumar Gyne became the owner of the said property. Thereafter, he recorded his name in respect of the aforesaid property in the records of the BL & LRO, Sonarpur, while L.R. Khatian No.1295 was issued against LR. Dag No.93, in his favour.

EE. While said Tuhin Kumar Gyen was enjoying his aforesaid property free from all sorts of encumbrances, sold, conveyed and transferred all that piece and parcel of land measuring 2 Cottahs 1 Chittack lying and situated at Mouza Elachi, R.S. Dag No.97, L.R. Dag No.93, R.S. Khatian No.31, L.R. Khatian No.1295, J.L. No.70, within the jurisdiction Additional District Sub Registrar at Sonarpur, District South 24 Parganas, West Bengal, unto and in favour of Shyamal Ghosh, which was duly registered at the office of the Additional District Sub Registrar at Sonarpur recorded in Book No. I, Volume No.1608-2016, pages from 68331 to 68347, being No.02916 for the year 2016. Thus, by virtue of the said Deed of Conveyance dated 1st June 2016, the said Shyamal

Ghosh became the owner of the said property. Thereafter, he has recorded his name in respect of the aforesaid property in the records of the BL & LRO, Sonarpur, while L.R. Khatian No.2716 was issued against LR. Dag No.93, in his favour.

FF. While said Pratap Chandra Ghosh was enjoying his all that aforesaid land free from all sorts of encumbrance, on 20th March 2020, had gifted 4 Chittak more or less out the total aforesaid land unto and in favour of Shyamal Kumar Ghosh, Sagarika Ghosh and Spandan Ghosh, by executing a registered Deed of Gift which was duly registered at the office of Additional District Sub Registrar at Sonarpur and duly recorded the same in Book No. I, Volume No. 1608 of 2020, Pages from 42375 to 42408, Being No. 1549 for the year 2020.

GG. While said Shyamal Kumar Ghosh, Sagarika Ghosh and Spandan Ghosh were enjoying their all that aforesaid land free from all sorts of encumbrance, on 20th March 2020, had gifted 4 Chittak more or less out the total aforesaid land unto and in favour of Pratap Chandra Ghosh, by executing a registered Deed of Gift which was duly registered at the office of Additional District Sub Registrar at Sonarpur and duly recorded the same in Book No. I, Volume No. 1608 of 2020, Pages from 42443 to 42476, Being No. 1550 for the year 2020.

HH. While said Shyamal Kumar Ghosh, Pratap Chandra Ghosh, Sagarika Ghosh, and Spandan Ghosh enjoying their **ALL THAT** piece and parcel of Land measuring an area of 21 Cottahs 5 Chittaks 38 Sq. Ft. more or less, together with a Tin Shaded Cemented Flooring Residential structure measuring an area more or less which are collectively lying and situated within Mouza- Elachi, comprised and contained in J.L. No.70, Revenue Survey No. 223, Touzi No.3-5, R.S. Khatian No. 31, 915,807, 808, 809, 810, 811 and 142 Corresponding to L.R. Khatian Nos. 2871, 2715, 2978, 2716, and 3442 and R.S. Dag Nos. 78, 80, 81, 93, 96 and 97, corresponding to LR. Dag Nos. 74,76, 77, 89, 92, 93, situated within the Local Jurisdiction of the Rajpur Sonarpur Municipality, Ward No. 26, Post Office- Narendrapur, Police Station-Sonarpur, Kolkata -700103, District- South 24-Parganas, within the jurisdiction of Additional District Sub Registrar at Sonarpur, in the State of West Bengal, entered into a registered development agreement with Golden Leaf Realtors LLP on 8th October 2020 which was duly registered at the office of ADSR Sonarpur and Recorded in Book No.-I, Volume No. 1608-2020, pages from 100495 to 100554 being no. 3339 for the year 2020. Therefore, a Development power was duly registered on 8th November 2020, duly registered at the office of ADSR Sonarpur and recorded in Book No.-I, Volume No. 1608-2020, pages from 101887 to 101918 being no. 3398 for the year 2020.

II. Due to some personal difficulties, the Developer could not proceed with the development work and therefore canceled the Development Agreement on the 8th Day of November 2023 by executing a Deed of Revocation of Development Agreement which was duly registered at the office of ADSR Sonarpur and recorded in Book No.-I, Volume

No. 1608-2023, pages from 178547 to 178567 being no. 9049 for the year 2023. The land owners also cancelled the power by executing a Revocation of Power which was duly registered at the office of Additional District Sub Registrar at Sonarpur and recorded in Book No.-IV, Volume No. 1608-2023, pages from 5826 to 5843 being no. 0491 for the year 2023.

JJ. While said Shyamal Kumar Ghosh, Pratap Chandra Ghosh, Sagarika Ghosh, and Spandan Ghosh, enjoying their **ALL THAT** piece and parcel of Land measuring an area of 21 Cottahs 5 Chittaks 38 Sq. Ft. more or less, which are collectively lying and situated within Mouza- Elachi, comprised and contained in J.L. No.70, Revenue Survey No. 223, Touzi No.3-5, R.S. Khatian No. 31, 915,807, 808, 809, 810, 811 and 142, corresponding to L.R. Khatian Nos. 2871, 2715, 2978, 2716, and 3442 and R.S. Dag Nos. 78, 80, 81, 93, 96 and 97, corresponding to LR. Dag Nos. 74,76, 77, 89, 92, 93, situated within the Local Jurisdiction of the Rajpur Sonarpur Municipality, Ward No. 26, Post Office- Narendrapur, Police Station-Sonarpur, Kolkata -700103, District- South 24-Parganas, within the jurisdiction of Additional District Sub Registrar at Sonarpur, in the State of West Bengal, entered into a registered development agreement with M/s Durga Construction on 31st May 2024 which was duly registered at the office of Additional District Sub registrar at Sonarpur and Recorded in Book No.-I, Volume No. 1608-2024, pages from 88686 to 88728, Being no. 04610 for the year 2024. Therefore, a development power was duly registered on 31st May 2024, duly registered at the office of the additional District Sub Registrar at Sonarpur and recorded in Book No.-I, Volume No. 1608-2024, pages from 88729 to 88755 being no. 4611 for the year 2024.

KK. After the execution of the Development Agreement developer therein applied for obtaining a sanction plan for the construction of a multi-storied buildings over the Schedule-mentioned property. Subsequently, the developer obtained the Sanction Building plan from the Rajpur Sonarpur Municipality, vide Building permit no. **SWS-OBPAS/2207/2025/2545 on 30th October 2025** for the construction of Multi Storied building over the scheduled property.

LL. Due to some technical errors in the aforesaid development agreement as well as in the development power the parties have jointly and amicably had Cancelled the aforesaid Development Agreement, which was duly registered at the office of Additional District Sub Registrar at Sonarpur and duly recorded the same in Book No. I, Volume 1608, Being No. 10322 for the year 2025, and the Cancellation of Development Power of Attorney which was duly registered at the office of Additional District Sub Registrar at Sonarpur and duly recorded the same in Book No. IV, Volume No. 1608, Being No. 422 for the year 2025. Hence, the present Deed of Cancellation of the development agreement is executed.

MM. While said the Landowners enjoying their **ALL THAT** piece and parcel of Land measuring about **20 Cottahs 13 Chittaks 18 Sq. Ft.** more or less, together with a Tin Shaded Cemented Flooring Residential structure measuring an area more or less 200 Square Feet standing thereupon which are collectively lying and situated within Mouza-Elachi, comprised and contained in J.L. No.70, Revenue Survey No. 223, Touzi No.3-5, R.S. Khatian No. 31, 915,807, 808, 809, 810, 811 and 142 Corresponding to L.R. Khatian Nos. 2871, 2715, 2978, 2716, and 3442 and R.S. Dag Nos. 78, 80, 81, 96 and 97, corresponding to LR. Dag Nos. 74,76, 77, 92, 93, being Municipal Holding No. 797, S.N. Ghosh Avenue, assessee No. 1104302761590, situated within the Local Jurisdiction of the Rajpur Sonarpur Municipality, Ward No. 26, Post Office- Narendrapur, Police Station-Sonarpur, Kolkata -700103, District- South 24-Parganas, within the jurisdiction of Additional District Sub Registrar at Sonarpur, in the State of West Bengal, free from all sorts and encumbrances whatsoever and how so ever in nature, having the good marketable title in respect of the said premises which is more fully described in the First Schedule hereunder written.

NN. Thus the Landowners desired to construct a Multi-Storied building, together with modern taste, design, and architecture approached the developer with the proposal of development with the intention of beneficial and profitable use. Subsequently on 17th December 2025, as per the discussion with landowners and developer entered in to the development agreement which was duly registered at the office of Additional District Sub Register at Sonarpur and duly recorded the same in Book No. I, Volume No.1608-2025, pages from 225820 to 225864, being no.10323 for the year 2025 and the development power was duly registered at the office of Additional District Sub Register at Sonarpur and recorded in Book No. I, Volume No., pages fromto....., being no.10327 for the year of 2025.

OO. The Said Premises have been categorized as Bastu Land intended for the construction of a residential project comprising several flats/units, and car parking areas intended for commercial exploitation and shall be known as **“SUCASA CENTRINO”**.

PP. The Developer is fully competent to enter into this Agreement for Sale and all the legal formalities with respect to the right, title and interest of the Developer regarding the said land on which the Project is to be constructed have been completed.

QQ. The Developer has obtained the final layout plan approvals for the Project from the Panchayet Samiti. The Developer agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with section 14 of the Act and other laws as applicable.

RR. The Developer has duly applied for and got the said above project “**SUCASA CENTRINO**”. duly registered under the provisions of the said Act with the Real Estate Regulatory authority dated:.....

SS. The Purchaser and/or purchasers on coming to know of the said project named “**SUCASA CENTRINO**”. became interested in purchasing or acquiring a flat or unit or apartment therein and approached the Developer to purchase and acquire the Flat **Together With** the undivided proportionate indefeasible share in the common areas and facilities appertaining thereto as defined under Section 2(n) of the said Act **Together Also With** the undivided proportionate indefeasible share in the land comprised in the Said Premise.

TT. The Purchaser and/or purchasers has/have gone through all the terms, conditions and stipulations contained in this agreement and agree to have understood the scope and effect of the mutual rights, entitlements, and obligations specified therein.

UU. The Purchaser and/or purchasers has/have also satisfied himself/herself/themselves as to the computation of the carpet area and/or built-up area including the computation of the consideration payable on account thereof at the specified rate and hath agreed to pay the said consideration including the additional payments and deposits within the time and in the manner stipulated therein without any reservation and restrictions whatsoever and only after being fully and satisfied about these, the Purchaser and/or purchasers entering into this Agreement and the Purchaser and/or purchasers hereby further undertakes not to ever raise any objection of whatsoever nature or kind in these regards.

VV. The Purchaser and/or purchasers agree that in case of any exigency, statutory or otherwise, the Developer may be required to vary the common facilities as initially contemplated, which may result in the increase or decrease in the Common area and such event the Purchasers shall have no objection.

WW. The parties hereby confirm that on being satisfied and having full knowledge of all pending laws, rules, regulations, and notifications and applications concerning the said project, doth hereby agree and are entering into this agreement on the basis thereof.

XX. Relying on the representations, confirmations, and assurances held out by either of the parties hereto to faithfully abide by all the terms, conditions, and stipulations contained in this agreement including all applicable laws and rules governing the said project have agreed to enter into this agreement on the terms, conditions and stipulations more particularly contained hereafter.

YY. The parties have gone through all the terms and conditions set out in this agreement and understand the mutual rights and obligations detailed herein.

ZZ. 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 and with the further understanding that the Developer may charge different rates from different Purchaser and/or purchasers for Apartment, for different locations, specifications and at different times at the sole discretion of the developer.

AAA. This Agreement shall remain in force and shall not merge into any other Agreement save and except the Conveyance Deed as stated herein. This Agreement does not preclude or diminish the right of any financial institution, fund, or registered money lender from whom finance has been taken for the Project and the same can be claimed by them under the law and this does not in any way affect the right of the Purchasers in respect of his/her/their Unit in the said Project.

BBB. In the aforesaid premises subject to compliance with the terms and conditions more particularly set out in this agreement and mutually agreed to be observed and performed by the parties hereto, the Developer in concurrence and confirmation with the owner hereby agrees to sell and the Purchaser and/or purchasers hereby agrees to purchase All That “**The Said Flat**” more particularly described and mentioned hereunder.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL REPRESENTATIONS, COVENANTS, ASSURANCES, PROMISES, AND AGREEMENTS CONTAINED HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATIONS, 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 Purchaser and/or purchasers and the Purchaser and/or purchasers hereby agree to purchase, the Apartment morefully and particularly mentioned in the Second Schedule.

1.2. The Total Price payable for the Apartment is more fully mentioned in “Part I of the Sixth Schedule.

Explanation:

I. The Total Price above includes the booking amount paid by the Purchaser and/or Purchasers to the Developer towards the Apartment;

II. The price payable for the Apartment based on the carpet area is sum of Rs.00,00,000/- (Rupees..... only which includes applicable GST) and Rs.00,00,000/- (RupeesOnly Excluding GST), which is more fully mentioned in “Part I” of the Sixth Schedule.

III. The Developer shall periodically intimate to the Purchaser and/or Purchasers, the amount payable as stated in (i) above and the Purchaser and/or Purchasers shall make

payment within 30 (thirty) days from the date of such written intimation. In addition, the Developer shall provide to the Purchaser and/or 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 the Completed Apartment as per specifications is more fully mentioned in “Part-I of the Sixth Schedule” as provided in the agreement.

V. The Purchaser and/or Purchasers shall make the payment as per the payment plan set out in “Eight Schedule” (hereinafter referred to as the “Payment Plan”).

VI. The Developer may allow, in its sole discretion, a rebate for early payments of installments payable by the Purchaser and/or Purchasers by discounting such early payments 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 the Purchaser and/or Purchasers by the Developer.

VII. It is agreed that the Developer 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 Purchaser/Purchasers. Provided that the Developer may make such minor additions or alterations as may be required by the Purchaser/Purchasers, or such minor changes or alterations as per the provisions of the Act.

VIII. The Developer shall confirm the final carpet area that has been allotted to the Purchaser and/or 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 the Developer shall refund the excess money paid by the Purchaser and/or 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 Purchaser/Purchasers. If there is any increase in the carpet area allotted to the Purchaser and/or Purchasers, the Developer shall demand that from the Purchaser and/or 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 Clause 1.2 of this Agreement,

IX. Subject to Clause 9.3 the Developer agrees and acknowledges, the Purchaser and/or Purchasers shall have the right to the Apartment as mentioned below:

A. The Purchaser and/or Purchasers shall have exclusive ownership of the Apartment;

B. The Purchaser and/or Purchasers shall also have an undivided proportionate share in the Common Areas. Since the share/interest of Purchaser and/or Purchasers in the Common Areas is undivided and cannot be divided or separated, the

Purchaser and/or 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 Purchaser and/or 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 Developer shall convey undivided proportionate title in the common areas to the association of Purchasers as provided in the Act;

C. That the computation of the price of the Apartment includes recovery of the price of land, construction of 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 the cost for providing all other facilities as provided within the Project

X. It is made clear by the Developer and the Purchaser and/or Purchasers agrees that the Apartment along with 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 Purchaser and/or Purchasers. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Purchasers of the Project.

XI. It is understood by the Purchaser and/or Purchasers that all other areas and i.e. areas and facilities falling outside the Project, namely “**SUCASA CENTRINO**” 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.

XII. The Developer agrees to pay all outgoings before transferring the physical possession of the apartment to the Purchaser and/or Purchasers, which it has collected from the Purchaser and/or Purchasers, for the payment of outgoings, including land cost, ground rent, 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 Developer fails to pay all or any of the outgoings collected by it from the Purchasers or any liability, mortgage loan and interest thereon before transferring the apartment to the Purchasers, the Developer 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.

XIII. The Purchaser and/or Purchasers have paid a sum as booking amount as mentioned in the payment schedule herein being part payment towards the Total Price of the Apartment at the time of application the receipt of which the Developer hereby acknowledges and the Purchasers hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan as may be demanded by the Developer within the time and in the manner specified therein:

2. **MODE OF PAYMENT:** Subject to the terms of this Agreement and the Developer abiding by the construction milestones, the Purchaser and/or Purchasers shall

make all payments, on a written demand by the Developer, within the stipulated time as mentioned in the Payment Plan described in the eighth schedule through A/c Payee cheque/demand draft or online payment as applicable.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

3.1. The Purchaser/Purchasers, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in the 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 Developer with such permission, approvals which would enable the Developer to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of the 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 Purchaser and/or 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.

3.2. The Developer accepts no responsibility in this regard. The Purchaser and/or Purchasers shall keep the Developer fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Purchaser and/or Purchasers subsequent to the signing of this Agreement, it shall be the sole responsibility of the Purchaser and/or Purchasers to intimate the same in writing to the Developer immediately and comply with necessary formalities if any under the applicable laws. The Developer shall not be responsible towards any third party making payment/remittances on behalf of any Purchaser and/or Purchasers 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 Developer shall be issuing the payment receipts in favour of the Purchaser and/or Purchasers only

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

5. TIME IS ESSENCE: Time is of the essence for the Developer as well as the Purchaser and/or Purchasers. The Developer shall, subject to force majeure, abide by the time schedule for completing the Project and handing over the Unit to the Purchaser and/or Purchasers and the common areas to the association of the Purchaser and/or Purchasers after receiving the occupancy certificate. Similarly, the Purchaser and/or Purchasers shall make timely payments of the installment and other dues payable by him/her/them and meet the other obligations under the Agreement subject to the simultaneous completion of construction by the Developer as provided in the "Payment

Plan”.

6. CONSTRUCTION OF THE PROJECT/ THE APARTMENT: The Purchaser

and/or Purchasers has/have seen the specifications of the Apartment and accepted the Payment Plan, floor plans, layout plans described in the Third, Fourth and Fifth Schedule which has been approved by the competent authority, as represented by the Developer. The Developer shall develop the Project in accordance with the said layout plans, floor plans, and specifications. Subject to the terms in this Agreement, the Developer 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 applicable laws in force] 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 Developer shall constitute a material breach of the Agreement.

7. POSSESSION OF THE APARTMENT:

7.1. Schedule for possession of the said Apartment: The Developer agrees and understands that timely delivery of possession of the Apartment is the essence of the Agreement. The Developer, based on the approved plans and specifications, assures to hand over possession of the Apartment on 31st March 2027, 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 Purchaser and/or Purchasers agrees that the Developer 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 Purchaser and/or Purchasers agrees and confirms that, in the event, it becomes impossible for the Developer to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Developer shall refund to the Purchaser and/or Purchasers the entire amount received by the Developer from the allotment within 45 days from that date. After refund of the money paid by the Purchaser/Purchasers, Purchaser and/or Purchasers agrees that he/ she shall not have any rights, claims etc. against the Developer and that the Developer shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2. Procedure For Taking Possession-The Developer, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the Apartment, to the Purchaser and/or Purchasers in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Developer shall give possession of the Apartment to the Purchaser/Purchasers. The Developer agrees and undertakes to indemnify the Purchaser and/or Purchasers in case of failure of fulfill of any of the provisions, formalities, or documentation on part of the Developer. The Purchaser and/or Purchasers agree to pay the maintenance charges as determined by the Developer/association of Purchasers, as the case may be. The Developer on its behalf shall offer the possession to the Purchaser and/or Purchasers in writing within 30 days of receiving the occupancy certificate of the Project.

7.3. Failure of Purchaser and/or Purchasers To Take Possession Of Apartment:

Upon receiving a written intimation from the Developer as per clause 7.2, the Purchaser and/or Purchasers shall take possession of the Apartment from the Developer by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Developer shall give possession of the Apartment to the Purchaser/Purchasers. In case the Purchaser and/or Purchasers fail to take possession within the time provided in clause 7.2, such Purchaser and/or Purchasers shall continue to be liable to pay maintenance charges as applicable.

7.4. Possession by the Purchaser and/or Purchasers - After obtaining the occupancy certificate and handing over physical possession of the Apartment to the Purchasers, it shall be the responsibility of the Developer 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.

7.5. Cancellation by Purchaser and/or Purchasers -The Purchaser and/or Purchasers shall have the right to cancel/withdraw his allotment in the Project as provided in the Act: Provided that where the Purchaser and/or Purchasers proposes to cancel/withdraw from the project without any fault of the Developer, the Developer herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the Purchaser and/or Purchasers shall be returned by the Developer to the Purchaser and/or Purchasers within 45 days of such cancellation.

7.6. Compensation - The Developer shall compensate the Purchaser and/or 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 Developer 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 Developer shall be liable, on demand to the Purchasers, in case the Purchaser and/or 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 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 Purchaser and/or Purchasers does not intend to withdraw from the Project, the Developer shall pay the Purchaser and/or Purchasers interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the Apartment.

8. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER :

The Developer hereby represents and warrant to the Purchaser and/or Purchasers as follows:

8.1. 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;

8.2. The Developer has lawful rights and requisite approvals from the competent Authorities to carry out the development of the Project;

8.3. There are no encumbrances upon the said Land or the Project;

8.4. There are no litigations pending before any Court of law with respect to the said Land, Project or Apartment;

8.5. 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 Developer 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;

8.6. The Developer 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 Purchaser and/or Purchasers created herein, may prejudicially be affected;

8.7. The Developer 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 Purchaser and/or Purchasers under this Agreement;

8.8. The Developer confirms that the Developer is not restricted in any manner whatsoever from selling the said Apartment to the Purchaser and/or Purchasers in the manner contemplated in this Agreement;

8.9. At the time of execution of the conveyance deed the Developer shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Purchaser and/or Purchasers and the common areas to the Association of the Purchasers;

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

8.11. The Developer 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;

8.12. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, or notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Developer in respect of the said Land and/or the Project;

8.13. That the property is not Waqf property.

9. EVENTS OF DEFAULTS AND CONSEQUENCES: Subject to the Force Majeure clause, the Developer shall be considered under a condition of Default, in the following events:

9.1. Developer fails to provide ready-to-move in possession of the Apartment to the Purchaser and/or Purchasers 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.

9.2. Discontinuance of the Developer'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.

9.3. In case of Default by Developer under the conditions listed above, Purchaser and/or Purchasers is entitled to the following:

9.3.1. Stop making further payments to Developer as demanded by the Developer. If the Purchaser and/or Purchasers stop making payments, the Developer shall correct the situation by completing the construction milestones and only thereafter the Purchaser and/or Purchasers be required to make the next payment without any penal interest; or

9.3.2. The Purchaser and/or Purchasers shall have the option of terminating the Agreement in which case the Developer shall be liable to refund the entire money paid by the Purchaser and/or Purchasers 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 Purchaser and/or Purchasers does not intend to withdraw from the project or terminate the Agreement, he/she/they 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 Apartment.

9.4. The Purchaser and/or Purchasers shall be considered under a condition of Default, on the occurrence of the following events:

9.4.1. In case the Purchaser and/or Purchasers fails to make payments for two consecutive demands made by the Developer as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Purchaser and/or Purchasers shall be liable to pay interest to the Developer on the unpaid amount at the rate specified in the Rules.

9.4.2. In case of Default by Purchaser and/or Purchasers under the condition listed above continues for a period beyond consecutive months after notice from the Developer in this regard, the Developer shall cancel the allotment of the Apartment in favour of the Purchaser and/or Purchasers and refund the amount money paid to him by the Purchaser and/or Purchasers by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

10. DEED OF CONVEYANCE OF THE APARTMENT: The Developer, on receipt of the entire amount of the Price of the Apartment under the Agreement from the Purchaser/Purchasers, 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 Purchaser and/or Purchasers 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 Purchaser and/or Purchasers authorizes the Developer 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 Developer is made by the Purchaser/Purchasers. The Purchaser and/or 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).

However, prior to execution of the deed of conveyance, the purchaser shall clear the cost of extra work to the developer which to be done as per instruction and or request of the purchaser.

However, in case the Purchaser and/or Purchasers fail to deposit the stamp duty and/or registration charges with the concerned authorities and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Purchaser and/or Purchasers authorizes the Developer to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and payment of stamp duty and registration charges to the Developer is made by the Purchaser and/or Purchasers and on such Default the Purchaser and/or Purchasers shall also be deemed to be under the condition of default under clause 7.3 and 9.3 above. The Purchaser and/or Purchasers shall be solely responsible and liable for compliance with the provisions of the Indian Stamp Act, 1899 including any actions taken or deficiencies/ penalties imposed by the competent authorities.

11. MAINTENANCES OF THE SAID UNIT/PROJECT: The Developer shall be responsible to provide and maintain the essential services in the Project either by itself or through its nominated agent till the taking over of the maintenance of the Project by the association of the Purchasers or ad-hoc committee of the Purchasers, as the case may be.

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 Developer as per the Agreement relating to such development is brought to the notice of the Developer within a period of 5 (five) years by the Purchaser and/or Purchasers from the date of handing over possession, it shall be the duty of the Developer 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 Purchaser and/or Purchasers shall be entitled to receive appropriate compensation in the manner as provided under the Act. If the Developer fails to rectify the defects within 30 days of notice, the Purchaser may hire a third-party contractor to repair the defect, and the Developer shall bear the cost.

However, It is clarified that the Developer shall hand over the possession of the Apartment on completion of the Project to the Purchaser and/or Purchasers by way of issuance of a letter ("Letter of Handover") which shall at all times be construed as an integral part of this Agreement. It is expressly agreed and understood that in case the Purchaser/Purchasers, without first notifying the Developer and without giving to the

Developer the opportunity to inspect assess and determine the nature of such defect (which inspection Developer shall be required to complete within 15 days of receipt of the notice from the Purchaser/Purchasers), alters the state and condition of such defect, then the Developer shall be relieved of its obligations contained in the Clause immediately preceding and the Purchaser and/or Purchasers shall not be entitled to any cost or compensation in respect thereof.

13. RIGHT OF PURCHASER AND/OR PURCHASERS TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE

CHARGES: The Purchaser and/or Purchasers hereby agrees to purchase the said 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 In-charge (or the maintenance agency appointed by it) and performance by the Purchaser and/or Purchasers of all his/her obligations in respect of the terms and conditions specified by the Maintenance In-charge from time to time.

14. RIGHT TO ENTER THE APARTMENT FOR REPAIRS: The Developer/

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 Purchaser and/or Purchasers agrees to permit the association of Purchasers 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.

15. USAGE: Use of Service Areas: The service areas if any located within the Project shall be ear-marked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, underground water tanks, Pump rooms, maintenance and service rooms, fire-fighting pumps and equipment etc. and other permitted uses as per sanctioned plans. The Purchaser and/or Purchasers shall not be permitted to use the service areas in any manner whatsoever, other than those earmarked as parking spaces and the same shall be reserved for use by the Maintenance In-charge for rendering maintenance services.

16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

Subject to Clause 12 above, the Purchaser and/or Purchasers shall, after taking possession, be solely responsible for maintaining 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 that the support, shelter etc. of the Building is not in any way damaged or jeopardized. The Purchaser and/or Purchasers further undertakes, assures and guarantees that he/she would not put any signboard / 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 paint of the exterior side of the windows or carry out any change in the exterior elevation or design. Further, the Purchaser and/or Purchasers 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 Purchaser and/or Purchasers shall also not remove any wall, including the outer and load-bearing wall of the Apartment. The Purchaser and/or Purchasers shall plan and distribute its electrical load in conformity with the electrical systems installed by the Developer and thereafter the Association of Purchasers. The Purchaser and/or Purchasers shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

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

The

Purchaser and/or Purchasers is entering into this Agreement for the allotment of an Apartment with the full knowledge of all laws, rules, regulations, and notifications applicable to the Project in general and this project in particular. That the Purchaser and/or 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 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.

18. ADDITIONAL CONSTRUCTION: The Developer 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

Provided however the Purchaser and/or Purchasers undertake not to object to further construction, expansion, development and/or modification in the paid project to the approval of the concerned authorities and sanction of the competent authority:

a. In the event the owners/developer buy any land adjacent to the said premises or enters into any development agreement with the owners of any land adjacent to the said premises, such land, hereafter referred to as the "Other Further Lands", the same may be added to the said premises, and/or said project and the owners and/or Purchasers of such other further land shall have the right of ingress to and egress from over such portions of the said premises, and/or the said land meant for passage through it and all constructions made thereat for all times will be deemed to be a part and parcel of the said project.

b. The projects common portions within the said project, and those within the Other further lands, will be deemed to be the project common portions of the said complex, and or the said project, and/or the said premises.

19. DEVELOPER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the

Developer executes this Agreement, they shall not mortgage or create a charge on the Said Apartment, and, if any, such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such

mortgage or charge shall not affect the right and interest of the Purchaser and/or Purchasers who have taken or agreed to take such Apartment. However, the Developer shall be entitled to securitize the Total Price and other amounts, respectively, payable by the Purchaser and/or Purchasers under this Agreement (or any part thereof), in the manner permissible under the Act/Rules, in favour of any persons including banks/financial institutions and shall also be entitled to sell and assign to any person or institution the right to directly receive the Total Price and other amounts payable by the Purchaser and/or Purchasers under this Agreement or any part thereof. Upon receipt of such intimation from the Developer, the Purchaser and/or Purchasers shall be required to make payment of the Total Price and other amounts payable in accordance with this Agreement, in the manner as intimated.

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

Developer has assured the Purchaser and/or Purchasers that the Project in its entirety is in accordance with the provisions of the Apartment Ownership Act, 1972 made thereunder and that the Project in its entirety is in accordance with the applicable laws as applicable in the State of West Bengal.

21. BINDING EFFECT: Forwarding this Agreement to the Purchaser and/or Purchasers by the Developer do not create a binding obligation on the part of the Developer or the Purchaser and/or Purchasers until, firstly, the Purchaser and/or 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 Purchaser and/or Purchasers and secondly, appears for registration of the same before the concerned Sub-Registrar, West Bengal as and when intimated by the Developer. If the Purchaser and/or Purchasers fails to execute and deliver to the Developer this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser and/or Purchasers and/or appear before the Sub-Registrar for its registration as and when intimated by the Developer, then the Developer shall serve a notice to the Purchaser and/or Purchasers for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Purchaser/Purchasers, application of the Purchaser and/or Purchasers shall be treated as cancelled and all sums deposited by the Purchaser and/or Purchasers in connection therewith including the booking amount shall be returned to the Purchaser and/or Purchasers without any interest or compensation whatsoever.

22. ENTIRE AGREEMENT: This Agreement, along with its schedules, constitutes the entire Agreement between the Parties concerning the subject matter hereof and supersedes any understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties regarding the Apartment.

23. RIGHT TO AMEND: This Agreement may only be amended through written consent of the Parties.

24. PROVISIONS OF THIS AGREEMENT APPLICABLE ON

PURCHASER/PURCHASERS/ SUBSEQUENT TRANSFEREES: It is clearly understood and so agreed by and between the parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Apartment and the Project shall equally be applicable to and enforceable on the said subsequent Purchaser/Purchasers/s, in case of a transfer, the said obligations go along with the Apartment.

25. WAIVER NOT A LIMITATION TO ENFORCE:

25.1. The Developer may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Purchaser and/or 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 Purchaser and/or Purchasers that exercise of discretion by the Developer in the case of one Purchaser and/or Purchasers shall not be construed to be a precedent and/or binding on the Developer to exercise such discretion in the case of other Purchasers.

25.2. Failure on the part of the Developer 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 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 the 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 Purchaser and/or Purchasers has to make any payment, in common with another Purchaser and/or Purchasers (s) of the complex, the same shall be the proportion which the area of the Apartment bears to the total area of all the Apartments 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 addition to the instruments and actions specifically provided for herein, as may be reasonably required to effectuate the provisions of this Agreement or any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or under any such transaction.

29. PLACE OF EXECUTION: The execution of this Agreement shall be complete only upon its execution by the Developer/Owner through their authorized signatory at the Developer's Office, or at some other place, which may be mutually agreed between

the Developer and the Purchaser/Purchasers, after the Agreement is duly executed by the Purchaser and/or Purchasers and the Developer or simultaneously with the execution of the said Agreement shall be registered at the office of the concerned Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Kolkata.

30. NOTICES: All notices to be served on the Purchaser and/or Purchasers and the Developer as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser and/or Purchasers or the Developer by Registered Post at their respective addresses as mentioned in this Agreement or through e-mail. It shall be the duty of the Purchaser and/or Purchasers and the Developer to inform each other of any change in address after 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 Developer or the Purchaser/Purchasers, as the case may be.

31. JOINT PURCHASERS: In case there are joint Purchasers, all communications shall be sent by the Developer to the Purchaser and/or Purchasers whose name appears first and at the address given by him/her/it which shall for all intents and purposes to be considered as properly served on all the Purchasers.

32. GOVERNING LAW: The rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act and the Rules and Regulations made thereunder including other applicable laws of India for the time being in force.

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

THE FIRST SCHEDULE THE DESCRIPTION OF THE LAND

ALL THAT piece and parcel of Land measuring an area of **20 Cottahs 14 Chittaks 23 Sq. Ft.** more or less, lying and situated within Mouza- Elachi, comprised and contained in J.L. No.70, Revenue Survey No. 223, Touzi No.3-5, under R.S. Dag Nos. 78, 80, 81, 96, and 97 appertaining to R.S. Khatian No. 31, 915, 807, 808, 809, 810, 811, and 142 corresponding to LR. Dag Nos. 74, 76, 77, 92, 93, appertaining to L.R. Khatian Nos. 2715, 2716, 2871, 2978, and 3442, being Municipal **Holding No.797, S.N. Ghosh Avenue**, Assessee No. 1104302761590, situated within the Local Jurisdiction of the Ward No.26 of Rajpur Sonarpur Municipality, Post Office- Narendrapur, Police Station- Sonarpur, Kolkata -700103, District- South 24-Parganas, within the jurisdiction of Additional District Sub Registrar at Sonarpur, in the State of West Bengal, the area of split of land are mentioned herein below and the entire land is butted and bounded as follows:

SL. No.	R.S. Dag	R.S. Khatian	L.R. Dag	L.R. Khatian	Area In Decimal
1.	78	811,807, 808, 809, 810,142,	74	2715	4.3876
2.	78	811,807, 808, 809, 810,142,	74	2716	4.3632
3.	80	915	76	2871	7.8551
4.	81	811,807, 808, 809, 810,142,	77	2978	8.528
5.	96	915	92	3442	6
6.	97	31	93	2716	3.4261
Total Land Area: 20 Cottahs 14 Chittaks 23 Sq. Ft.					34.56 Decimal

ON THE NORTH : R.S. Dag No. 79 & R.S. Dag No. 78 (Part) (97) (P).

ON THE SOUTH : R.S. Dag No. 93 (P) & R.S. Dag No. 82, R.S. Dag No.78 (Part).

ON THE WEST : By S.N Ghosh Avenue (Municipal Road).

ON THE EAST : By 10 Ft Wide Common Passages.

**THE SECOND SCHEDULE HEREUNDER WRITTEN
(DESCRIPTION OF THE FLAT & CAR PARKING)**

ALL THAT piece and parcel of Residential Space being No...., having a **Built Up Area** of **Sq. Ft.** which includes a **Carpet Area** of **Sq. Ft** more or less, (Maintainance Chargeable Area of Sq. Ft.which consisting of 3 (Three) Bed Rooms, 1 (One) Living/Dining, 1 (One) Kitchen, 2 (Two) Toilet, 1 (One) Balcony, situated on the....**Floor** of the under-constructed building along with Permission to park One Road-Worthy Passenger Car in an independent Covered Car Parking Space, at the project namely “**SUCASA CENTRINO**” together with an undivided proportionate share of rights, titles, and interests over the land, common areas, parts, portions, facilities, amenities, and installations as are available in the said Premises, lying and situated being Municipal **Holding No.797, S.N. Ghosh Avenue**, Assessee No. 1104302761590, situated within the Local Jurisdiction of the Ward No.26 of Rajpur Sonarpur Municipality, Post Office- Narendrapur, Police Station-Sonarpur, Kolkata - 700103, District- South 24-Parganas, within the jurisdiction of Additional District Sub Registrar at Sonarpur, in the State of West Bengal, having **LIFT PROVISION.**

THE THIRD SCHEDULE ABOVE REFERRED TO

(common parts and facilities)

1. Staircase on all floors.
2. Staircase landing on all floors.
3. Common Open Parking Space.
4. Common passage and lobbies on the ground floor.
5. Water pump, water tanks, reservoir, water pipes, septic tank, all other common plumbing installation and sanitary installations.
6. Common electrical wiring, fittings, and fixtures generators (excluding those as installed for any particular unit).
7. Drainage and sewerage.
8. Boundary walls and main gates.
9. Such other common Parts, areas, equipment, fittings, installations, fixtures, and spaces in or about the said building as necessary for passage to or user and occupancy of the said units in common and as may be specified and/or terrace and covered and uncovered car parking space and areas.
10. Roof on the top floor.

**THE FOURTH SCHEDULE ABOVE REFERRED TO
(COMMON EXPENSES AND DEPOSIT)**

1. The costs of cleaning and lighting the main entrance passages landing staircases and another part of the said building so enjoyed or use by the Purchaser and/or Purchasers in common as aforesaid and keeping the adjoining side space in good and repaired condition.
2. The costs or the salaries of the officers, clerks, bill collectors, liftmen, security guards, sweepers, caretakers, electricians, plumbers, and other service staff.
3. The costs of working and maintenance of lifts, generators, and other light and service charges.
4. Taxes and outgoing save those separately assessed on the flat owner or other co-flat owner.
5. Such other expenses as are deemed by the developer or the Association of Flat Owners to be necessary or incidental for the maintenance and upkeep of the said building and incidental to the ownership and holding of the land and building and the said flat and other flats and portions of the said buildings.
6. Costs of replacement of equipment or facilities such as lifts, generators, tube wells, transformers, etc.
7. The fees and disbursements paid to any caretakers/ managers/agents if appointed by the developer or association of flat owners in respect of the said building.
8. Such amount shall be declared and fixed by the developer in its absolute discretion for administration and other like-purposes (common area).

9. Deposits of the super built-up area on account of electricity, generator, contingency funds towards maintenance, legal fees and all other expenses for common use and benefits.

10. All costs of maintenance operating replacing white-washing painting rebuilding reconstructing decorating re-decorating lighting the common parts and also the outer walls of the building.

**THE FIFTH SCHEDULE ABOVE REFERRED TO :
(particulars and specifications for construction and installations)**

The quality of the structures as well as the specifications, and guidelines regarding the strength of the building, etc. shall be followed by the developer.

A. STRUCTURE: R.C.C. framed structure will be designed by an eminent Engineer and quality ISI-marked steel, cement will be used.

B. FLOOR: All floors will be finished by vitrified Tiles, including the Toilets and Kitchen floor.

C. TOILET: Anti-skid vitrified Tiles Fittings up to 7'-0" height, and all fittings will be Jaquar or equivalent.

D. KITCHEN: Cooking platform top will be finished with black granite slab (11'- 0") length and stainless-steel sink and glazed tiles will be provided total 4'-0" height above cooking platform.

E. DOORS: All doors frames will be made sal wood/hard wood, and all doors palls will be Flush door with fitting, fixing and finishing.

F. Putty : All room's inside.

G. PAINTING: Main door finish with two coat enamel painting outside weather coat.

H. WINDOWS: Sliding aluminum window with clear Glass Panes.

I. ELECTRICAL: Concealed wiring with proper gauge of copper wire in PVC conduit to be done in flats including point, modular switchboard cover etc. at suitable places in the following manner generally.

J. Passage area pavement with Decorative floor tiles.

K. WATER SUPPLY: 24 hours water supply Deep tube well.

L. ELECTRICITY METER: The developer shall provide for the Electrical Meter for common services including stair case/outer lighting at their cost.

**THE SIXTH SCHEDULE ABOVE REFERRED TO
(Additional Payments and/or deposits) [PART I] [PRICE]**

The total Price of the Apartment including the Facility of Car Parking is Rs.00,00,000/- (.....only which includes applicable GST) and Rs.00,00,000/- (Rupees

..... Only Excluding GST),

PART-II

DEPOSIT:

A.

1. Maintenance @ Rs...../ per sq. ft. (maintenance chargeable area) per annum (advance deposit for 12 months) payable to Developer post possession.
2. Society formation charges @ Rs.2000/- per flat (payable to Developer).
3. Agreement Charges and Deed of Conveyance Registration Charges 1.1% of the market value of the Flat.
4. (Registration Via Commission charges extra at any point)

SEVENTH SCHEDULE ABOVE REFERRED TO (STIPULATIONS)

1. **Right of Common Passage on Common Portions:** The right of common passage, user and movement in all Common Portions.
2. **Right of Passage of Utilities:** The right of passage of utilities including connection for telephones, televisions, pipes, cables etc. through each and every part of the Said Building/Said Complex/Said Premises including the other Flats/spaces and the Common Portions.
3. **Right of Support and Protection:** Right of support, shelter and protection of each portion of the said Building/Said Premises by others and/or others thereof.
4. **Right over Common Portions:** The absolute, unfettered and unencumbered right over the Common Portions **subject to** the terms and conditions herein contained.
5. **Right of Entry:** The right, with or without workmen and necessary materials, to enter upon the Said Building, including the Said Flat And Appurtenances or any other Flat for the purpose of repairing any of the Common Portions or any appurtenances to any Flat and/or anything comprised in any Flat, in so far as the same cannot be carried out without such entry and in all such cases, excepting emergency, upon giving 48 (forty-eight) hours prior notice in writing to the persons affected thereby.
6. **Access to Common Roof:** Right of access to the Common Roof.

**THE EIGHTH SCHEDULE ABOVE IS REFERRED TO
(BREAKUP OF CONSIDERATION)**

SL No.	Particulars	Amount in percentage with GST
1.	Booking.	10%
2.	After registration of the agreement for sale.	10%

3.	Commencement of Foundation.	10%
4.	Casting of 1 st Floor Slab.	10%
5.	Casting of 2 nd Floor Slab.	10%
6.	Casting of 3 rd Floor Slab.	10%
7.	Casting of 4 th Floor Slab.	10%
8.	Completion of plastering work.	10%
9.	Completion of fit-out work.	10%
10.	Execution of Deed of Conveyance	10%

THE NINTH SCHEDULE ABOVE REFERRED TO
(Defect for which the Developer will not be liable)

The developer/Owners will not be liable to rectify any defect in the said Unit/Flat or the said block and/or the said complex in the following instances:

A. If the Purchaser/Purchasers makes any changes, modifications, and/or alteration and/or misuse/mishandling in the internal plumbing pipes and/or any fittings and/or fixtures, or the wall and/or the floor tiles of the said Unit/Flat, then any defect in waterproofing, cracks, in the plumbing pipes, and/or fittings and/or fixtures in the said Unit/Flat, the development of which can be directly or indirectly attributable to the changes so made including but not limited to any damage done during the interior work.

B. If Purchase makes any changes, modifications and/or alteration and/or misuse /mishandling in the electrical lines of the said Unit/Flat any defect in the electrical lines of the said Unit/Flat that can, directly or indirectly, be attributable to the changes, modifications and/or alterations so made including but not limited to the damage to concealed electrical wiring during interior work.

C. If the Purchaser/Purchasers makes any changes, modifications and/or alterations and/or misuse /mishandling to any of the doors, their fittings, and/or other related items in the said Unit/Flat then, any defect of such door, including its lock or locking system or alignments or any other related defects, that can be attributable directly or indirectly to the changes, modifications and/or alterations so made.

D. If Purchaser/Purchasers makes any changes, modifications and/or alterations and/or misuse/mishandling to any of the windows, their fittings, and/or other related items of the said Unit/Flat then, any defect of such window, its lock or alignment, or seepage from such a window or any other related defects which can be attributable directly or indirectly due to such changes, modifications and/or alterations.

E. If Purchaser/Purchasers makes any alterations and/or changes in the said Unit/Flat during the execution of the interior decoration or fit-outs then defects like dampness, hairline cracks, breakage in the floor tiles, or other defects that can be attributable to be in consequence of such alterations and or changes and/or misuse /mishandlings.

- F. If damages to any glass panel of the window and/or louvers and/or any defects of the doors and/or windows of the said Flat, including without limitation their fittings like locks or locking systems or alignments, is caused due to any external impact or forces, other the forces required to normally operate such doors and/or windows, or if cracks develop between the door frame and the wall due to impacts caused due to improper handling.
- G. If there are scratches or damages to the floor or wall tilts of the said Unit/Flat due to normal wear and tear or direct or indirect impact on the floor or wall tiles, or wall plaster.
- H. If waste pipes or waste lines of the said Unit/Flat from the basins or floor traps get choked due to accumulation of garbage or dust or otherwise due to improper usage or maintenance.
- I. The damage of any nature in the said Unit/Flat due to installation of air-conditioners, whether indoor or outdoor units, directly or indirectly.
- J. The damages in pipelines or electrical lines of the said Unit/Flat during installation of any furniture or fixtures or any electrical installations or any other household equipment due to improper drilling or otherwise, directly or indirectly.
- K. The damages due to non-maintenance of such things or items or fixtures of the said Unit/Flat which require regular maintenance and which gets damaged due to such no maintenance.
- L. The normal cracks developing on the joints of brick walls and/or RCC beams and/or columns of the said Unit/Flat and/or said building/and/or said complex due to different coefficients of expansion and contraction of materials.
- M. If the defects in the materials, fittings, equipment, and/or fixtures provided are in the said Unit/Flat and/or the said block or buildings and/or the said complex owing to any manufacturing defect or for not proper maintenance thereof or changed by the Purchaser/Purchasers in the manner in which the same are required to be maintained or changed, as the case may be or the any defects in these materials.
- N. All materials, fittings, fixtures and/or equipment's, etc. are provided in the said Unit/Flat and/or block/s and/or complex are come under the warranty of the manufacturer, the developer is not liable for that.
- O. Fittings related to plumbing, sanitary, electrical, hardware, etc. have natural wear and tear.
- P. The terms of work like painting etc. which are subject to wear and tear.
- Q. When there is a specific fault on the part of the Purchaser/Purchasers or in maintaining the building. The Purchaser/Purchasers and/or the association of the

Purchaser/Purchasers will maintain that said flat and/or the said building or premises on a proper way so that the same could not be damaged due to any act and action of any individual Purchase/Purchaser/Purchasers and/or in common.

R. Notwithstanding anything therein contained it is hereby expressly agreed and understood that in case the Purchaser/Purchasers, without first notifying the developer and without giving the developer the reasonable opportunity to inspect, assess, and determine the nature of the purported defect in the said Unit/Flat alters the state and condition of the area of the purported defect, then the developer shall be relieved of its obligations contained in clause 12 hereinabove.

S. It is clarified that the above said responsibility of the developer shall not cover defects, damage, or malfunction resulting from (i) misuse, (ii) unauthorized modifications or repairs done by the Purchaser/Purchasers and/or its nominee/agent, (iii) cases of force Majeure (iv) failure to maintain the amenities/equipment, (v) accident and (vi) negligent use. Warranty for all consumables or equipment used such as generators, lifts, fittings, and fixtures, will be as provided by the respective manufacturers on their standard terms. It is agreed and recorded that the Purchase/Purchaser/Purchasers of the said Unit/Flat should also pay maintenance charges for maintenance of the said premises/project and its facilities and amenities during the period of the first five years and thereafter. In case of non-payment of maintenance charges by the Purchaser/Purchasers and there being discontinuation of proper maintenance in that event the developer should not be held as liable as default on its part under this clause.

T. The manufacturer warranty and such warranties are covered under the maintenance of the said Unit/Flat and/or said block/building/s, and or said complex and if the annual maintenance contracts are not done/renewed by Purchaser/Purchasers and/or the association of Purchaser/Purchasers, the developer and/or owners shall not be responsible for any defects occurring due to the same. The said complex/blocks/Units as a whole have been conceived, designed, and constructed based on the commitments and warranties given by the manufacturers/ vendors that all equipment, fixtures, and fittings shall be maintained and covered by maintenance/warranty contracts so as it be sustainable and in proper working condition to continue warranty in both the Said Unit/Flat and/or said complex, and/or said premises and the common amenities wherever applicable.

**THE EIGHTH SCHEDULE ABOVE IS REFERRED TO
ADDITIONAL TERMS AND CONDITIONS**

The parties have agreed that notwithstanding anything to the contrary contained in this Agreement hereinbefore, the Agreement shall be subject to the following other terms conditions, and covenants on the part of the Owners, Developer, and Purchaser/Purchasers to be respectively paid observed, and performed, as the case may be.

1. The job of maintenance of the project for the first three years should be maintained by the developer. The Purchaser/Purchasers shall remain liable to pay the proportionate charges for such maintenance at the rate of Rs.3.25/-Per Sq. Ft. per month (inclusive generator fuel charges) over the total maintainable areas for three years. After the completion of the three years, the Association of the Owners has the full right to appoint any third-party firm/organization for the maintenance of the projects. It is stated here that unsold flats of the buildings should not be taken into consideration for paying maintenance charges until the flat is sold.

2. The Purchaser/Purchasers before execution of the Deed of Sale, intends to nominate his/her/their provisionally allotted apartment unto and in favor of any other person or persons in his/her/their place, and instead, the Purchaser/Purchasers may do so with the permission of the developer subject to payment of administrative charges to the developer @ 2% (two percent) of the total transfer price or purchase price of Unit whichever is higher.

3. The Purchaser/Purchasers agrees and understands that all the standard fitting, interiors, furniture, kitchenette, and fixtures dimensions provided in the show/model residential Apartment exhibited at the site only provide a representative idea and the actual Apartment agreed to be constructed will be as per specifications mentioned in this agreement and the same may not include the fittings and fixtures of the model Apartment and even if such fittings and fixtures are provided they may vary as to make, color, shade, shape, and appearance from the ones provided in the model Apartment and the Purchaser/Purchasers shall not be entitled to raise any claim for such variation.

4. Notwithstanding anything contained herein, by the execution of this Agreement the Purchaser/Purchasers has provided and hereby and hereunder confirm(s) his/her/their consent to the developer to/for the creation of any mortgage, security, charge or other encumbrances over and in respect of the Said Land and/or Said Project land and/or the Building and/or any part or portion thereof in favor of any bank and/or financial institution providing loan and/or financial assistance to the developer for development of the Project provided that no such mortgage, security, charge or other encumbrances shall in any manner affect the right, title and interest of the Purchaser/Purchasers. For the avoidance of any doubt, it is clarified that this Agreement by itself shall be treated as the written consent of the Purchaser/Purchasers for the creation of charge/ mortgage over any part or portion of the Said Land and/or Project land and/or the building, and no separate consent of the Purchaser/Purchasers shall be required for the said purpose.

5. The developer undertakes to cause the said bank(s)/financial institution(s) to (a) issue, if necessary, a no-objection letter in favour of the Purchaser/Purchasers to enable the Purchaser/Purchasers to take a home loan from any bank or financial institution for financing the purchase of the Apartment; and (b) upon receipt by the

developer from the Purchaser/Purchasers (to the complete satisfaction of the developer), of the full payment and/or deposit, as the case may be, of all sums, amounts, etc. payable/to be deposited by the Purchaser/Purchasers in terms of this Agreement, before execution of the Conveyance Deed in favour of the Purchaser/Purchasers subject to the terms of this Agreement, the developer shall cause the mortgage, security, charge or other encumbrances, if any created by the developer over and in respect of the Apartment, to be discharged and/or released.

6. In the event of the Purchaser/Purchasers obtaining any financial assistance and/or housing loan from any bank/financial institution the Developer shall act in accordance with the instructions of the bank/financial institution in terms of the agreement between the Purchaser/Purchasers and the Bank/ financial institution, SUBJECT HOWEVER the Developer being assured of all amounts being receivable for sale and transfer of the Apartment and in no event the Developer shall assume any liability and/or responsibility for any loan and/or financial assistance which may be obtained by the Purchaser/Purchasers from such bank/ Financial Institution.

7. In the event of any change in the specifications necessitated on account of any Force Majeure events or to improve or protect the quality of construction, the Developer, on the recommendations of the Architect, shall be entitled to effect such changes in the materials and specifications provided the Developer shall ensure that the cost and quality of the substituted materials or specifications is equivalent or higher than the quality and cost of materials of specifications mentioned in the Schedule.

8. The Developer has informed and the Purchaser/Purchasers is aware that in the Project there are several kinds of car parking spaces such as covered/open to sky parking/mechanical parking facilities will be available in the Project. Therefore, for better understanding, management, and discipline amongst Purchaser/Purchasers of the Project, the Developer shall as per the approved plan specifically mark/tag each of the parking spaces with the apartments for which the same is being identified and the same shall be binding to all the Purchaser/Purchasers.

9. In case the WBSEDCL fails and/or delays in providing individual electricity meters to the Purchaser/Purchasers of the Apartments of the said Project, in that event the Developer/Maintenance Agency shall provide electricity to the Purchaser/Purchasers. The Purchaser/Purchasers shall be liable to make payment of Electricity Consumption charges as per the bills to be raised by the Developer or the Maintenance Agency based on electricity consumption recorded in the Electricity Sub-Meter to be provided to the Purchaser/Purchasers by the Developer or Maintenance Agency. The rate of such electricity consumption shall be in accordance with the rate applicable for procurement of electricity by the Developer or

Maintenance Agency, as the case may be, together with the cost of transmission loss and applicable charges for distribution of the electricity to individual Purchaser/Purchasers and the Purchaser/Purchasers shall not raise any objection about rate charges for providing such services.

10. The Purchaser/Purchasers agree (s) and confirm (s) that, the Developer shall at any time be entitled to develop the future phases and/or to use/apply any part or portion of the access Roads to use/access Project Land and the other phases in such a manner as the Developer may deem fit and proper. It is further agreed and clarified that on development of the future phases, the Developer shall be entitled to and the Purchaser/Purchasers hereby consent(s) to the Developer that the driveways, and pathways comprised in the Project shall be available for perpetual use by the owners, occupiers and Purchaser/Purchasers of the future Phases. It is thus further clarified and the Purchaser/Purchasers hereby agree that the Purchaser/Purchasers shall neither be entitled to nor shall make or raise or set up any claim, objection, etc. to the aforesaid on any ground whatsoever, nor shall do, execute or perform any act, deed or thing which may in any manner whatsoever obstruct/impede/restrict/ hinder the development and/or marketability, etc. of the other Phases of the Total Land/Complex and the works related thereto.

11. The Project, Future Phases Lands shall all be connected by common entry/exit gates with a network of driveways and pathways and there shall also be certain electrical, water, drainage, and sewerage lines and junctions which shall be common between the Project or any of them.

12. The Purchaser/Purchasers are aware and agrees and/or consents to the following:

12.1. That the complex is being developed by the Developer in a phase-wise manner as may be decided by the Developer in its absolute discretion from time to time and the Purchaser/Purchasers(s) further acknowledge and confirm that the Developer may, at any time, revise/modify the layout master plan of the complex, except for the current phase which shall be subject to the terms of this Agreement, in such manner as the Developer may deem fit, in its sole discretion.

12.2. That the common pathway, driveway, access Roads forming part of Shared Common Infrastructure and all such areas/facilities which are for common use and enjoyment of all the owners, occupants, Purchaser/Purchasers, and users of the said complex and shall be jointly used and maintained by all owners, occupiers, Purchaser/Purchasers of the said complex and/or the Total Land and the adjoining land. The Purchaser/Purchasers(s) waives his/her/their rights to raise any objection in this regard and the

Purchaser/Purchasers shall have no claim rights of ownership over the same but shall be liable to pay the proportionate maintenance charges as demanded by the Developer.

12.3. The Purchaser/Purchasers(s) shall be entitled to use such Shared Common Facilities subject to the rules, regulations/guidelines framed by the Developer and/or the Association (to be formed) as the case may be and the Purchaser/Purchasers is aware that the Shared Common Infrastructure shall not form part of the Project Land and shall not form part of the Declaration required under the West Bengal Apartment Ownership Act as and when Association in respect of the Project is being made.

12.4. That for a regulated and disciplined use of the parking spaces, the Developer has reserved the right to allot parking facilities to the interested Purchaser/Purchasers applying for the same in an organized manner. Since different kinds of parking spaces have different costs, the Developer has fixed different costs concerning the different categories of parking spaces.

13. That the permission to park private medium-sized car(s) within the space comprising the Car Parking Space, allotted if any, comprises an integral and inseparable part of the Apartment, subject to due compliance by the Purchaser/Purchasers of each of the stipulated terms, to the satisfaction of the Developer.

14. That for the benefit of the Project, the Developer shall be allowed to make any additions and alterations in the sanctioned plans, layout plans, and specifications of the Project including the Common Areas without changing the layout, specification, and carpet area of the Apartment as may be necessary due to architectural and structural reason on the recommendation of the Architect. The Purchaser/Purchasers unconditionally accept and consent to the same and shall not raise any objection whatsoever in this regard.

15. The Developer's liability is limited to the said Project Land and to what is committed to be constructed and delivered in the said Project. The Developer at its sole discretion can independently deal with the said Future Phase Lands in any manner, whatsoever including amalgamation with adjacent land, if any, and the purchasers shall not raise any objection to it.

16. The FAR proposed to be consumed in the Project may not be proportionate to the area of the said Land on which it is being constructed in proportion to the total area of the said Total Land taking into account the FAR to be utilized for all buildings

to be constructed thereon. The Developer in its sole discretion, may allocate such FAR for each of the buildings being constructed on the said Total Land as it thinks fit, and the owners and Purchaser/Purchasers(s) of the units in such buildings (including the Purchaser/Purchasers herein) are agreeable to this and shall not dispute the same or claim any additional FAR or constructed area in respect of any of the structures, building or on the said Land.

17. That Developer reserves the right to allot and/or dispose of the balance of the apartments of the said project apart from those already allotted to the Purchaser/Purchasers, at its sole discretion and in the manner, it deems fit and proper.

18. That the after launch of the instant Project and as per the requirement of the Applicant the Developer has modified the plan of the Project to suit the requirement of Applicant in the said project.

19. The Possession Date has been accepted by the Purchaser/Purchasers. However, if the said Apartment is made ready before the Completion Date, the Purchaser/Purchasers undertakes and covenant (s) not to make or raise any objection to the consequent preponement of his/her/their/its payment obligations, having agreed and understood that the payment obligations of the Purchaser/Purchasers is linked inter alia to the progress of construction, and the same is not a time linked plan.

20. The Developer has informed and the Purchaser/Purchasers aware that upon obtaining a completion certificate from the appropriate Authority the Developer shall hand over possession of the respective Units to the Purchaser/Purchasers(s). During such a period of handover, some of the amenities and facilities of the project/complex may not be ready for occupation, but the same will not in any way hinder the peaceful habitation of the Purchaser/Purchasers(s) in the said project/complex. However, the Developer shall be responsible for completing such amenities and making them ready for occupation positively, before handing over the project/complex to the Association of the Purchaser/Purchasers.

21. The Purchaser/Purchasers agree, declares, and confirm that the right, title, and interest of the Purchaser/Purchasers is and shall be confined only to the Apartment together with the limited right to use the Common Areas of the Project, and Shared Common Areas and Shared Common Infrastructure in common with the other Purchaser/Purchasers, owners, occupiers and other Persons as stipulated elsewhere in this Agreement and the Purchaser/Purchasers shall have no claim and/or right, title and interest in respect of any of the other parts and portions of the complex. The Developer shall at all times be entitled to deal with and dispose of all other apartments, units, parking spaces/facilities, constructed unsold/un-allotted apartments, car parking

spaces which are not earmarked for the common use, and any other constructed spaces/portions of the Project in favor of third parties at such consideration and its sole discretion, which the Purchaser/Purchasers hereby accepts and to which the Purchaser/Purchasers, under no circumstances, shall be entitled to raise any objection.

22. In the event of cancellation of allotment, the balance amount of money paid by the Purchaser/Purchasers (other than booking money, Taxes paid by the Purchaser/Purchasers, and/or stamp duty and registration charges incurred by the Purchaser/Purchasers) shall be returned by the Developer to the Purchaser/Purchasers without interest, out of the amounts received by the Developer against sale of the Designated Apartment to any other interested person. Further, in case of a falling market, the amount repayable will be reduced by the extent of the difference in amount receivable on a fresh sale of the Apartment to another buyer and the Purchase Price of the Purchaser/Purchasers if the current Sale Price is less than the Purchase Price. The Purchaser/Purchasers shall before receipt of refund on the above account from the Developer, at his costs and expenses, execute all necessary cancellation-related documents required by the Developer.

23. If due to any act, default or omission on the part of the Purchaser/Purchasers, the Developer is restrained from the construction of the Project and/or transferring and disposing of the other Apartments in the Project then and in that event without prejudice to the Developer's such other rights the Purchaser/Purchasers shall be liable to compensate and also indemnify the Developer for all loss, damage, costs, claims, demands, actions and proceedings that may be suffered or incurred by the Developer.

24. The Developer will not entertain any request for modification in the internal layouts of the Apartment or the Blocks. In case the Purchaser/Purchasers desires (with prior written permission of the Builder) to install some different fittings /floorings on his/her/their own within the Apartment booked, he/she/they will not be entitled to any reimbursement or deduction in the value of the Apartment. For this purpose, in only those cases where the Purchaser/Purchasers have made full payment according to the terms of payment, at its sole discretion, the Builder may subject to receipt of full payment allow any Purchaser/Purchasers access to the Apartment before the Possession Date for interior decoration and/or furnishing works at the sole cost, risk and responsibility of such Purchaser/Purchasers provided that such access will be availed by such instructions of the Developer in writing and that the right of such access may be withdrawn by the Developer at any time without assigning any reasons.

25. The Purchaser/Purchasers know that some reduction in carpet area may happen due to plastering but the same may be limited to 1% of floor area and the Purchaser/Purchasers shall not raise any claim against the Developer within this limit.

26. The Allotment is personal and the Purchaser/Purchasers shall not be entitled to transfer, let out, or alienate the Apartment without the consent in writing of the Developer PROVIDED HOWEVER after the full payment of the entire price and other amounts and registered conveyance of the Purchaser/Purchasers shall be entitled to let out, grant, lease, and mortgage and/or deal with the Apartment for which no further consent of the Developer shall be required. All the provisions contained herein and the obligations arising hereunder of the Project shall equally be applicable to and enforceable against any subsequent Transferee of the Apartment in case of a transfer, as the said obligations go along with the Apartment.

27. The Purchaser/Purchasers shall be liable to pay all Tax, impositions, Khazna, etc. in respect of the 'Apartment' from the date of issuance of Completion Certificate by the competent authority.

28. The Developer shall take necessary steps for the formation of an Association of Purchaser/Purchasers as contemplated as per law in accordance with the provision of the West Bengal Apartment Ownership Act, 1972. The Purchaser/Purchasers of the project/complex shall compulsorily become members of the said Association. There shall be one owners association for the entire project "**Sucasa Centrino**". The Developer shall hand over the maintenance and management of the project/complex to the said Association upon its formation. Thereafter the said Association shall be responsible for the maintenance and management of the said project/complex and shall also be responsible for all statutory compliance in relation thereto including but not limited to the renewal of all applicable Licenses, NOCs, etc. which includes but not limited to the certifications/ approvals from West Bengal Fire & Emergency Services, Directorate of Electricity, Pollution Control Board, Environment Dept., Municipal Authority, etc. and the Developer shall not be held responsible for non-compliance if any on part of the said Association in this regard. Apart from the said Association, the Purchaser/Purchasers shall not indulge and/or form any other parallel association or group within the said project/complex under any circumstances. The said Association shall be responsible for holding any program/occasion/social gathering/event within the said project/complex under the supervision of the Committee/sub-committee that will be formed by the members of the said Association for holding or conducting such events to avoid any conflict within the members of the Association.

29. The cost of maintenance of the Apartment and Car Parking space will be paid/borne by the Purchaser/Purchasers from the date of obtaining the completion certificate till the handover of maintenance of the project to the association of Purchaser/Purchasers. The Purchaser/Purchasers shall before taking possession of the apartment pay the cost of such maintenance and sinking funds of the Apartment for the initial period of three years. Maintenance Expenses shall mean and include all fees, costs, charges and expenses to be paid or incurred in respect of the management,

maintenance, administration, repair, replacement, upkeep, protection, insurance, security of the Buildings (except the Units therein), and the Common Areas, Proportionate charges for Shared Common Areas and the Shared Common Infrastructure and the parking spaces and for all other Common Purposes and for rendition of services in common to the Purchaser/Purchasers and all other expenses for the common purposes to be contributed borne paid and shared by the Purchaser/Purchasers of the said Project including those mentioned hereunder. The developer for providing the maintenance services of the project will be entitled to the administrative charges of maintenance expenses/charge. However, the first three years' maintenance charges as mentioned herein are inclusive of the aforesaid administrative charges.

29.1.1. Establishment and all other capital and operational expenses of the Association.

29.1.2. All charges and deposits for supplies of common utilities.

29.1.3. All charges for the electricity consumed for the operation of the common machinery and equipment and lighting.

29.1.4. Cost of operating the fire fighting pieces of equipment and personnel, if any.

29.1.5. All expenses for insuring the New Building and/or the common portions, inter alia, against earthquake, fire, mob violence, damages, civil commotion, etc.

29.1.6. All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-constructing, lighting, and renovating the common portions, including the exterior or interior (but not inside any Apartment) walls of the New Building/s.

29.1.7. All expenses for running and operating all machinery, equipment, and installations comprised in the common portions, including lifts, pumps, generator, water treatment plant, Firefighting equipment, CCTV, etc., and other common installations including their license fees, taxes, and other levies (if any) and all the lights of the common area.

29.1.8. Municipal tax, multistoried building tax, water tax and other levies in respect of the New Building/s save those separately assessed for the said Apartment of Purchaser/Purchasers.

29.1.9. The salaries of and all other expenses of the staff to be employed for the common purposes, viz. Manager, Clerks, Security personnel, Sweepers, Plumbers, Electricians, etc. including perquisites, bonuses, and other emoluments and benefits.

29.1.10. All the fees and charges payable to the agency, if appointed for looking after the maintenance services including all the statutory taxes.

30. That on and from the date of possession of the said Apartment, the Purchaser/Purchasers shall:

30.1.1. Co-operate in the management and maintenance of the said project

30.1.2. Observe, comply, and abide by the rules framed from time to time by the Developer and subsequently by the Association, after the same is formed, for the beneficial common use and enjoyment of the common areas, amenities, and facilities provided in the said project.

30.1.3. Pay and bear the proportionate share of the expenses to be incurred in common to the Developer, until the formation of the Association including the GST.

30.1.4. The Purchaser/Purchasers shall regularly and punctually make payment of the Maintenance Charges without any abatement and/or deduction on any account whatsoever or howsoever and in the event of any default the Purchaser/Purchasers shall be liable to pay interest @2% per month on the due amounts and if such default shall continue for three months then and in that event, the Purchaser/Purchasers shall not be entitled to avail of any of the facilities, amenities, and utilities provided in the "Said Project" and the Developer as the case may be, shall be entitled to take the following measures and the Purchaser/Purchasers hereby consents to the same:

a. to discontinue the supply of electricity to the "Said Apartment".

- b. to disconnect the water supply.
- c. not to allow the usage of lifts, either by Purchaser/Purchasers, his/her/their family members, domestic help, or visitors.
- d. to discontinue the facility of DG Power back-up.
- e. to discontinue the usage of all amenities and facilities provided in the said project to the Purchaser/Purchasers and his/her/their family members/guests.
- f. the Developer as the case may be shall have having lien on the “Said Apartment” for such unpaid amount of Maintenance Charges.

30.1.5. The above-said discontinuation of some services and facilities shall not be restored until such time the Purchaser/Purchasers has made payment of all the due together with interest accrued at the aforesaid rate, including all costs charges, and expenses incurred till then by the Developer to realize the due amount from the Purchaser/Purchasers.

30.1.6. Use the said Apartment for residential purposes only.

30.1.7. Use the allocated car parking space or permit the same not to be used for any other purpose whatsoever other than parking its car/cars. In case the Purchaser/Purchasers is provided a facility of parking that is inter-dependent such as Back to Back, Stack with any other parking facility in the whole complex or any part thereof then the Purchaser/Purchasers shall cooperate for the ingress and egress of the car of the other Apartment owners of such facility or any other Co-owners in the Project.

30.1.8. To strictly follow and adhere, to the rules and regulations and/or terms and conditions as may be decided by the Developer about the usage and timings fixed, in respect of facilities and amenities provided in the project, in particular, the Community Hall, the Club Area, and Gymnasium. To pay for, in case of exclusive use of the community hall, kitchen, and electricity charges, as may be fixed or determined by the Developer from time to time.

30.1.9. Use all paths, passages, and staircases for ingress and egress and no other purpose whatsoever, unless permitted by Developer or the Association, upon formation, in writing.

30.1.10. Use the Community Hall for small functions of their families the meeting of Apartment Owners or the use of any function/meeting by all the Apartment Owners of the project. Although the Community Hall will be provided with a Pantry/Kitchen, however, it shall be used only for the warming of the pre-cooked food or final dressing of the food, etc., and for safety purposes, in no circumstances, the full-fledged cooking be allowed. Not to use the Community Hall for weddings/religious festivals, or any ceremonial rite that requires lighting up of a fire /spraying of color/sacrifice of animals. Not to use or permit the use of any loudspeakers beyond the time limit and confines of the Community Hall. Not to use the said hall, and any other covered/ enclosed area of the said project for sprinkling or spraying of color and paints/lighting up of fire /sacrifice of animals during any festival, but to celebrate the same, in the outdoor areas of the premises, if and as may be allowed by the Developer/ Association as the case may be, and only in the area as may be designated by them, provided however, that such celebrations shall not continue beyond 10 p.m. and music, if any played, will be within tolerable limits, so as no objection is raised from any other occupants.

30.1.11. Use the Common Areas only to the extent required for ingress to and egress from the Apartment of men, materials, and utilities and without causing any obstruction or interference with the free ingress to and egress from the said Land by the Owners and the Developer and all other persons entitled thereto.

30.1.12. Use of the Common Areas, Shared Common Areas, and the Shared Common Infrastructure with due care and caution and not hold the Owners, Confirming Parties, or the Developer liable in any manner for any accident or damage while enjoying the Common Areas, Shared Common Areas and the Shared Common Infrastructure by the Purchaser/Purchasers or his family members or any other person. It is clarified that the role of the Developer shall be only to provide the initial infrastructure in respect of the Common Areas, Shared Common Areas, and the Shared Common Infrastructure.

30.1.13. Draw electric lines/wires, television cables, broadband data cables, and telephone cables to the Unit only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Developer or the other said complex Co-Owners. The main electric meter shall be installed only at the common meter space in the said complex. The Purchaser/Purchasers shall under no circumstances be entitled to affix, draw, or string wires, cables, or pipes from, to, or through any part or portion and outside walls of the Building.

30.1.14. Apply for and obtain at his cost a separate assessment and mutation of the Apartment in the records of appropriate authority within six (6) months from the date of possession.

30.1.15. Keep the Apartment and party walls, sewers, drainage, water, electricity, pipes, cables, wires, and other connections fittings and installations, entrance and main entrance serving any other Apartment in the Project in good and substantial repair and condition to support shelter and protect the other units/parts of the Buildings at the Project and not to do or cause to be done anything in or around the Apartment which may cause or tend to cause or tantamount to cause or affect any damage to any flooring or ceiling of any other portion over below or adjacent to the Apartment.

30.1.16. Keep the Common Areas, open spaces, parking areas, paths, passages, staircase, lobby, landings, etc. in the said Land free from obstructions and encroachments and in a clean and orderly manner and not deposit, store or throw or permit to be deposited, stored or thrown any goods articles or things or any rubbish or refuse or waste therein or in the Common Areas and the said Land.

31. That on and from the date of possession of the said Apartment, the Purchaser/Purchasers shall not:

31.1.1. Throw or accumulate or cause to be thrown or accumulated any dust, rubbish, or other refuse in the common area save at the provisions made thereof.

31.1.2. Do or permit anything to be done that is likely to cause nuisance or annoyance to the occupants of the other apartments in the New Building and/or the adjoining building/s.

31.1.3. Place or cause to be placed any article or object in the common area.

31.1.4. Injure, harm, or damage the Common Area or any other Apartments in the New Building by making any alterations or withdrawing any support or otherwise.

31.1.5. Park any vehicle, in the said project, unless the facility to park the same is obtained and/or acquired by Purchaser/Purchasers.

31.1.6. Make any addition, or alteration in the structure of the building, internally within the Apartment or externally within the project, and shall not change the location and/or design of the window and balcony grills (provided by the Developer) and also shall not change the color of the balcony/verandah, which

is part of the outside color scheme of the building/elevation, duly approved and finalized by the architect of the project.

31.1.7. Slaughter or permit to be slaughtered any animal and/or bird nor do any act deed or thing which may hurt or injure the sentiments of any of the other Apartment Owners and/or occupiers of the said project.

31.1.8. Keep in the said Apartment any article or thing which is or might become dangerous, offensive, combustible, inflammable radioactive, or explosive of which might increase the risk of fire or explosion or in any way injure by percolation, corrosion or otherwise cause damage to the said Apartment and/or any other Apartment in the said project.

31.1.9. Close or permit the closing of Verandahs or lounges or balconies or lobbies and common parts and also not to alter or permit any alteration in the elevation and outside color Scheme of the exposed walls of the Verandhs, lounges, or any external walls or the fences of external doors and windows including grills of the 'Said Apartment' which in the opinion of the Developer / Association differs from the color scheme of the building or deviation or which in the opinion of the Developer / Association may affect the elevation in respect of the exterior walls of the said building.

31.1.10. Use the said Apartment or permit the same to be used for any purpose whatsoever other than residential purpose and shall not use for the purpose which may or is likely to cause nuisance or annoyance to occupiers of the other portions of the said building or the Owners and occupiers of the neighboring premises or for any illegal or immoral purpose or as a Boarding House, Club House, Nursing Home, Amusement or Entertainment Centre, Eating or Catering Place Dispensary or a Meeting Place or for any commercial or industrial activities whatsoever and similarly shall not keep in the parking place, if allotted, anything other than private motor cars or motorcycles and shall not raise or put any katcha or pucca construction grilled wall/enclosures thereon or part thereof and shall keep it always open as before, dwelling or staying of any person or blocking by putting any articles shall not be allowed in the car parking space.

31.1.11. Partition or sub-divide the Unit nor to commit or permit to be committed any form of alteration or changes in the Apartment or the beams, columns, pillars of the Buildings at the Project passing through the Unit or the common areas to make changing or repairing the concealed wiring and piping or otherwise nor in pipes, conduits, cables and other fixtures and fittings serving the other Apartments in the Project nor to hang from or attach to the beams or rafters

any articles or machinery which are heavy or which may affect or endanger or damage the construction of the Buildings at the Project or any part thereof.

31.1.12. Install or keep or operate any generator in the Unit or the balcony/verandah if attached thereto corridor, lobby, or passage of the floor in which the Unit is situated or in any other common areas of the Buildings at the Project or the said Land save the battery-operated inverter inside the Apartment.

31.1.13. Sub-divide the Apartment and Car Parking Space under any circumstances.

31.1.14. Carry on or cause to be carried on any obnoxious or injurious activity in or through the Apartment, the Car Parking Space, if any, and the Common Areas.

31.1.15. Keep any heavy articles or things that are likely to damage the floors or install or operate any machine or equipment save the usual home appliances.

31.1.16. Alter the outer elevation or façade or color scheme of the Buildings at the Project (including grills, verandahs, lounges, external doors and windows, etc.,) or any part thereof in any manner whatsoever including by putting or installing any window or split model air-conditioned unit(s) at any place otherwise than at the place and in the manner as specified by the Developer as aforesaid.

31.1.17. Install grills the design of which has not been suggested or approved by the Developer or the Architects.

31.1.18. Fix or install any antenna on the roof or any part thereof nor shall fix any window antenna.

31.1.19. Park any motor car, two-wheeler, or any other vehicle at any place in the said Land (including at the open spaces at the said Land) or at any Future Phase Lands nor claim any right to park in any manner whatsoever or howsoever Provided that if the Purchaser/Purchasers has been granted Car Parking Space, the facility of such parking shall be subject to the following conditions:

31.1.20. The Purchaser/Purchasers shall use the Car Parking Space, only for the purpose of parking his car that could comfortably fit in the allotted Parking Space.

31.1.21. No construction or storage of any nature shall be permitted on any parking space nor can the same be used for rest, recreation, or sleep of servants, drivers, or any person whatsoever.

31.1.22. The Purchaser/Purchasers shall not park any vehicle of any description anywhere within the Project save only at the place if agreed to be granted to him/her/them.

31.1.23. The Purchaser/Purchasers shall not grant transfer let out or part with the Car Parking Space independent of the Apartment nor vice versa, with the only exception being that the Purchaser/Purchasers may transfer the Car Parking Space independent of the Unit to any other Co-owner of the Project and none else.

31.1.24. The Car Parking Space does not confer any right of ownership of the space on which such parking facility is provided.

31.1.25. In case due to any enactment or implementation of legislation, rule, bye-law or order of any judicial or other authority, the individual exclusive Car Parking Space at the space earmarked for the Purchaser/Purchasers is not permissible, then the Purchaser/Purchasers shall neither hold the Developer and/or the Owners liable in any manner whatsoever nor make any claim whatsoever against the Developer and/or the Owners.

31.1.26. Obstruct the common pathways and passages or use the same for any purpose other than for ingress to and egress from the Apartment and the Car Parking Space, if any.

31.1.27. Violate any of the rules and/or regulations laid down by the Maintenance Charge/Association of Owners for use of the Common Areas, Shared Common Areas, and Shared Common Infrastructure

31.1.28. Do or permit to be done any act deed or thing which may render void or voidable any policy of Insurance on any unit or any part of the Buildings at the Project or may cause any increase in the premium payable in respect thereof.

31.1.29. Make any construction or addition or alteration or enclose any Common Areas, Shared Common Areas, and the Shared Common Infrastructure nor display any signboard, neon sign or signage therefrom or from any part thereof

nor keep or put any soil or dirt or filth thereat nor permit the accumulation of water or breeding of germs or mosquito or anything which can cause health disorder and to maintain best standard of health and hygiene nor violate or omit to install and maintain any fire-safety measures.

31.1.30. Claim any access or user of any other portion of the Project except the Said Building and the Common Areas, Shared Common Areas, and the Shared Common Infrastructure mentioned therein and that too subject to the terms and conditions and rules and regulations applicable thereto.

31.1.31. Allow the watchmen, driver, domestic servants, or any other person employed by the Purchaser/Purchasers or his Agents to sleep or squat in the common passage/lobby/terrace/corridors/lift room/garden, etc.

31.1.32. Change/alter/modify the names of the Project and/or any of the Buildings therein or at any Future Phase Lands from those mentioned in this Agreement.

MEMO OF CONSIDERATION

RECEIVED this day from the within-named Purchaser Rs. _____/-
(Rupees _____) as earnest and/or part payment against the total price of Rs.00,00,000/- (only which includes applicable GST) and Rs.00,00,000/- (RupeesOnly Excluding GST),being the within-mentioned Consideration, in the manner specified hereunder:

Sr. No.	Particulars	Amount (Rs.)
1.		
2.		
3.		
4.		
5.		

WITNESSES

SIGNATURE OF THE DEVELOPER

IN WITNESS WHEREOF, THE PARTIES HEREIN PUT THEIR RESPECTIVE SIGNATURES ON THE DAY, MONTH, AND YEAR FIRST ABOVE WRITTEN.

SIGNED, SEALED & DELIVERED by
within named **LAND OWNERS,**
DEVELOPER AND PURCHASERS in
the presence of **WITNESSES** at Kolkata.

1.

SIGNATURE OF THE LAND OWNERS

2.

SIGNATURE OF THE DEVELOPER

DRAFTED BY ME AS PER INSTRUCTION AND DOCUMENTS

PROVIDED BY THE CLIENT

**SIGNATURE OF THE
PURCHASERS**

RAJIB GHOSH

Advocate

**Rco Legal, Advocate & Solicitors,
High Court Calcutta 6, Old Post Office
Street, Basement Room No. I Kolkata-
700001.**