

AGREEMENT FOR SALE

THIS DEED OF AGREEMENT made this the _____ of _____, in the Christian Era Two Thousand Twenty Six (2026)

BETWEEN

1. MRS. BHAVANA BHALLA (PAN:AEPPB8232C)(AADHAAR:52250511 2573) Daughter of Late Surendra Kumar Bhalla, by Faith - Hindu, by Occupation - Business, by Nationality - Indian, residing at 5 No. Circus Row, P.O. Circus Avenue, P.S. Benia Pukur, Kolkata - 700 017, & **2. MR. DEBRAJ MUKHERJEE** (PAN: AOIPM5515J) (AADHAR:292973041396) son of Late Kalyan Mukherjee, by Faith - Hindu, by Occupation - Business, by Nationality - Indian, residing at 28/8, Joy Narayan Banerjee Lane, P.S. & P.O. Baranagar, Kolkata - 700 036, in the District North 24 Parganes, **3. SMT. BULU CHAKRABORTY**, (PAN: AYRPC2788G), (Aadhar No. 860421981565), Wife of Late Anup Kumar Chakraborty, by Occupation - Housewife, **4. SRI AMARTYA CHAKRABORTY**, (PAN: ASYPC3329G), (Aadhar No:433555058940), son of Late Anup Kumar Chakraborty, by occupation Service, **5. SRI SANAT CHAKRABARTI @ SRI SANAT KUMAR CHAKRABORTY** (PAN: ANHPC6245M), (Aadhar No.344314278251) son of Late Sudhangshu Sekhar Chakraborty , by Occupation - Retired, **6. SRI ASHOKE KUMAR CHAKRABORTY**, (PAN:ACMPC5702D), (Aadhar No. 560998800628), son of Late Charu Charit Chakraborty, by Occupation - retired, **7. SRI MIHIR CHAKRABARTY@ CHAKRABORTY**, (PAN: AOIPC1178B), (Aadhar No.710115284478), son of Late Taraprasad Chakraborty, by Occupation - service, **8. SRI SAMIR CHAKRABORTY**, (PAN :CKXPC9920L), (Aadhar No. 973147071570), son of Late Taraprasad

Chakraborty, by Occupation - service, **9. SMT. APARNA CHAKRABORTY** (PAN:CKQPC3109J), (Aadhar No. 943859643355), wife of Late Asit Chakraborty, by Occupation - service, **10. SMT. ADITI CHATTERJEE** (PAN: ALEPC2799K), (Aadhar No. 917979545399), wife of Sri Sumit Chatterjee and daughter of Late Asit Chakraborty, by Occupation - service,

11. SRI SUBHENDU@ SHUVENDU CHAKRABORTY (PAN :AZNPC4576H), (Aadhar No. 586165203140) son of Late Sitangshu Sekhar Chakraborty, by Occupation - service **12. MR. SWARUP MAITRA** Son of Late Brajamanik Maitra , bearing PAN BMJPM9224J, (AADHAR: 806085962644) by Occupation Service, **13. MR. APARUP MAITRA** Son of Late Brajamanik Maitra, bearing PAN GJGPM8916N, (AADHAR: 612991981527) by Occupation Service, **14. SMT. ALPANA CHAKRABORTY**, (PAN:CUZPC6007J), (Aadhar No. 3532 58529032) Daughter of Nalin Lochan Chakraborty, by Occupation Professional, **15. SMT. SUBHRA ROY**, (PAN:BIVPR4252D), (Aadhar No.494896149861) Wife of Sadhan Roy, Residing at 449/1/A, Railway Colony, Naihati, North 24 Parganas, Pin- 743165, by Occupation Housewife **16. SMT. KABITA MUKHERJEE**, (PAN:IGYPM2197E), (Aadhar No. 264364524229) Wife of Suprabhat Mukherjee, by Occupation Housewife, **17. SRI BISHWAJIT CHAKRABORTY**, (PAN: ACWPC7984P) Son of Late Krishna Chakraborty, Residing at B/8/91, Kalyani, Nadia, Pin-741235, by Occupation Retired, **18. SRI SUMIT CHAKRABORTY**, (PAN:BFNPC2042B), (Aadhar No.5185

08533053) Son of Late Kamal Chakraborty, by Occupation Service, **19. SMT. NILA CHAKRABORTTY**, (PAN:AXBPC2806N), (Aadhar No.61686 7705328) Wife of Mr. Ashis Ranjan Chakraborty , by Occupation Housewife, **20. SMT. SANDEEPA CHAKRABORTY**, (PAN:ANMPC2456P), (Aadhar No.6350 96970538) Wife of Late Pradip Kumar Chakraborty, by Occupation Housewife, **21.SMT.DEBJIT CHAKRABORTY**, (PAN: COYPC3179J), (Aadhar No. 298121344230) Son of Late Pradip Kumar Chakraborty, by Occupation service, **22.SMT. SRABANI CHAKRABORTY**, (PAN: AMKPC6184D), (Aadhar No. 346461142015) by Occupation Housewife, **23.SMT. DEBASHREE MONDAL**, (PAN:AMKPC6183E), (Aadhar No.926274338017) Wife of Mr. Debar Mondal, by Occupation Housewife, **24. SRI ASHISH CHAKRABORTY** (PAN:BEUPC2447C), (Aadhar No. 753323450104) Son of Late Amal Chakraborty, by Occupation Service, **25. SRI BIKASH CHAKRABORTY** (PAN: AOWPC5541C), (Aadhar No. 785884836779) Son of Late Amal Chakraborty, by Occupation Service **26. SMT. POLY BHATTACHARYA**,(PAN: BDLPB9606G), (Aadhar No: - 69162 6014464)(DOB: 01.02.1958) married daughter of Late Sachindranath Chakraborty @ Sachin Chakraborty @ Sacchida Nanda Chakraborty and wife of Late Shri Batuknath Bhattacharya, by occupation - Pensioner Housewife; **27. SMT. GAYATRI BHATTACHARJEE**,(PAN: AZFPB1281N), (Aadhar No: - 212196681736) (DOB: 07.12.1958) married daughter of Late Sachindranath Chakraborty @ Sachin Chakraborty @ Sacchida Nanda Chakraborty and wife of Late Utpal Kumar Bhattacharjee, by occupation - Pensioner Housewife; **28. SMT. LILI BANERJEE**, (PAN: ACWPB7213Q),

(Aadhar No: - 652682166595)(DOB: 01.01.1955) married daughter of Late Sachindranath Chakraborty @ Sachin Chakraborty @ Sacchida Nanda Chakraborty and wife of Shri Samir Banerjee, by occupation - Retired Govt. WB Pensioner; **29. SHRI.SOMNATH CHAKRABORTY**, (PAN: BAGPC6660R), (Aadhar No: - 400435513469)(DOB: 28.12.1958), son of Late Sachindranath Chakraborty @ Sachin Chakraborty @ Sacchida Nanda Chakraborty, **30. SHRI. DEBNATH CHAKRABORTY**, (PAN: ABVPC8368D), (Aadhar No: - 914592862696)(DOB: 10.01.1959) son of Late Sachindranath Chakraborty @ Sachin Chakraborty @ Sacchida Nanda Chakraborty, by occupation - Retired; **31. SMT. RINKU SANYAL** (PAN: BSMPS8453C), (Aadhar No: - 237526717991)(DOB: 15.01.1974), daughter of Late Shri Binoy Kumar Sanyal and Late Smt. Ira Sanyal by occupation - Union Government Employee; **32. SMT. NIBEDITA KUNDU** (PAN: ALBPK7918F), (Aadhar No: - 682394190229)(DOB: 15.10.1981), married daughter of Late Binoy Kumar Sanyal and Late Ira Sanyal, wife of Late Amalendu Kundu, All residing at present amalgamated premises No.41/1/1, Joynarayan Banerjee Lane, Baranagar, Kolkata- 700 036, in the District North 24 Parganes, All by Faith - Hindu, All by Nationality Indian, called as the "**OWNERS/LAND OWNERS**" (which terms or expression shall unless excluded by and / or subject or context be deemed to include heirs, executors, legal representatives, successors and assigns) Through constituted attorneys of Owners Nos. 3 to 32, **AMBERDEB CONSTRUCTION LL.P**, having PAN :ABZFA4788R, is a corporate body under the Limited Liability Partnership Act, 2008(6 of 2009) (D.O.B: 01.09.2022), with its registered office at 41/1/1, Joy Narayan Banerjee Lane, Ground Floor, P.S & P.O - Baranagar, Kolkata - 700036, represented by its designated partners - **(1).SRI DEBRAJ MUKHERJEE** [(PAN: AOIPM5515J), (Aadhar No:- 292973041396), (D.O.B: - 05.08.1981)], son of Late Kalyan Mukherjee, by faith - Hindu, by Nationality - Indian, by occupation - Business, residing at 28/8, Joy Narayan Banerjee Lane, P.S & P.O - Baranagar, Kolkata - 700036, **(2).MRS. BHAVANA BHALLA**[(PAN: AEPPB8232C), (Aadhar No: - 522505112573), (D.O.B: - 26.09.1972) , daughter of Late Surendra Kumar Bhalla, by faith - Hindu, by Nationality - Indian, by occupation - Business, residing at 5 No. Circus Row, P.O - Circus Avenue, P.S - Benia Pukur, Kolkata - 700017, through 4(four) Registered Power of Attorney which registered at A.D.S.R., Cossipore Dumdum and recorded **1.** in book No.I, Volume No. 1506-2023 , Pages 96938 to 96953, being no. 150603219 for the year 2023, **2.** in book No.I, Volume No. 1506-2023 , Pages 100658 to 100680 , being no. 150603346 for the year 2023, **3.** in book No.I, Volume No. 1506-2024 , Pages 216524 to 216552 , being no. 1506007068 for the year 2024, **4.** in book No.I, Volume No. 1506-2024 , Pages 292999 to 293020, being no. 150609974 for the year 2024 of the **FIRST PART**

AND

AMBERDEB CONSTRUCTION LL.P (PAN: ABZFA4788R), a body corporate under the Limited Liability Partnership Act,2008(6 of 2009) having its

Registered Office at 41/1/1, Joy Narayan Banerjee Lane, Ground floor, P.S. & P.O. Baranagar, Kolkata - 700 036, represented by its designated partners
1. SRI DEBRAJ MUKHERJEE (PAN: AOIPM5515J) son of Late Kalyan Mukherjee, by Faith - Hindu, by Occupation - Business, by Nationality - Indian, residing at 28/8 Joy Narayan Banerjee Lane, P.S. & P.O. Baranagar, Kolkata - 700 036, **2. MRS. BHAVANA BHALLA** (PAN:AEPPB8232C)(AADHAAR:52250511 2573), Daughter of Late Surendra Kumar Bhalla, by Faith - Hindu, by Occupation - Business, by Nationality - Indian, residing at 5 No. Circus Row, P.O. Circus Avenue, P.S. Benia Pukur, Kolkata - 700 017, hereinafter jointly called and referred to as the **"DEVELOPER"** [which expression shall unless excluded by or repugnant to the context be deemed to mean and include its executors, administrators, successors-in-office, successors-in-interest and/or permitted assigns] of the **SECOND PART**.

AND

MR. _____ (PAN: _____), Son of _____, by Occupation- _____, Both by faith Hindu, Both by Nationality, residing at _____, hereinafter called and referred to as the **"PURCHASER"** (which term or expression shall unless excluded by or repugnant to the context or subject to be deemed to mean and include their legal heirs, executors, representatives, administrators and assigns) of the **THIRD PART**.

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

- a) " **Act** " means the West Bengal Real Estate Regulatory Authority or WB RERA;
- b) " **Rules** " means the West Bengal Real Estate Regulation Rules, 2022 made under the WB RERA ;
- c) " **Regulation** " means the Regulations made under the Real Estate (Regulation and Development) Act, 2016 as amended upto date ;
- d) " **Section** " means a section of the Act.

WHEREAS predecessor in title Pronab Kumar Mukherjee son of Late Krishna Lal Mukherjee, has become owner of **ALL THAT** piece and parcel Land(Lot B/1) measuring an area of 5 Cottahs 2 Chittack 11 sq ft be the same little more or less togetherwith old Building, land pertaining to Mouza Baranagar, P.S. Baranagar, and comprised in portion of R.S. Dag No. 6522 and 6528 under Khatian No. 495 and 938, J.L. No. 5,R.S. No. 6, Touzi No. 1068/2833, in the local limits of Baranagar Municipality, situated and lying at and being portion of premises No. 41/1, Joynarayan Banerjee Lane, Baranagar, Kolkata- 700 036, in the District North 24 Parganes, Sub Registry Office Cossipore Dumdum in the district of 24 Parganas(North) having all rights and liberties for ingress and egress over

and through the land, and common rights and privileges thereto by virtue of Partition Deed dated 16.10.1985 vide Book No.1, Volume No.87, Pages from 171 to 182, Deed No. 4580 for the year 1985.

AND WHEREAS afterthat Pronab Kumar Mukherjee son of Late Krishna Lal Mukherjee, become absolute owner of **ALL THAT** piece and parcel Land(Lot B/1) measuring an area of 5 Cottahs 2 Chittack 11 sq ft be the same little more or less togetherwith old Building, land pertaining to Mouza Baranagar, P.S. Baranagar, and comprised in portion of R.S. Dag No. 6522 and 6528 under Khatian No. 495 and 938, J.L. No. 5,R.S. No. 6, Touzi No. 1068/2833, in the local limits of Baranagar Municipality, situated and lying at and being portion of premises No. 41/1, Joynarayan Banerjee Lane, Baranagar, Kolkata- 700 036, in the District North 24 Parganes, Sub Registry Office Cossipore Dumdum in the district of 24 Parganas(North).

AND WHEREAS after mutation in the Baranagar Municipality renumber as Premises No. 41/1/1, Joynarayan Banerjee Lane, Baranagar, Kolkata- 700 036, in the District North 24 Parganes as well as Block Land and Land Reform Office, as L.R. Dag No. 9696 and 9695 and L.R. Khatian No.12241 the present Vendor/owner has paying taxes to Baranagar Municipality.

AND WHEREAS Mr. Pronab Kumar Mukherjee son of Late Krishna Lal Mukherjee, has sold All That land measuring 1(one) Cottah 12(twelve) Chittaks out of total land **ALL THAT** piece and parcel Land measuring an area of 5 Cottahs 2 Chittack 11 sq ft be the same little more or less along with two storied building measuring about Ground floor 600 sq ft more or less, First Floor. 684 sq ft more or less, both cement flooring, 35 years old thereupon, land pertaining to Mouza Baranagar, P.S. Baranagar, and comprised in portion of R.S. Dag No. 6522 and 6528 under Khatian No. 495 and 938, L.R. Dag No. 9696 & 9695 and L.R. Khatian No.12241, J.L. No. 5, R.S. No. 6, Touzi No. 1068/2833, in the local limits of Baranagar Municipality, Holding No.274, Ward No.34, situated and lying at and being portion of premises No. 41/1/1, Joynarayan Banerjee Lane, Baranagar, Kolkata- 700 036, in the District North 24 Parganes, Add Dist Sub Registry Office Cossipore Dumdum in the district of 24 Parganas(North) to buyers Sri Tapan Roy and Smt. Sonali Roy of 34, Boral Para Lane, Kolkata- 700036 .

AND WHEREAS afterthat Pronab Kumar Mukherjee son of Late Krishna Lal Mukherjee, become absolute owner of **ALL THAT** piece and parcel Land measuring an area of 3 Cottahs 7 Chittack 11 sq ft be the same little more or less (as per municipal records) togetherwith old Building , land pertaining to Mouza Baranagar,P.S. Baranagar, and comprised in portion of R.S. Dag No. 6522 and 6528 under Khatian No. 495 and 938, J.L. No. 5, R.S. No. 6, Touzi No. 1068/2833, in the local limits of Baranagar Municipality, situated and lying at premises No. 41/1, Joynarayan Banerjee Lane, Baranagar, Kolkata- 700 036, in the District

North 24 Parganes, Sub Registry Office Cossipore Dumdum in the district of 24 Parganas(North).

AND WHEREAS due to availability of second accommodation, the said Vendor/owner sold and transfer **ALL THAT** piece and parcel Land measuring an area of 3(Three) Cottahs 7 (Seven)Chittack 11(Eleven) sq ft be the same little more or less along with two storied building measuring about Ground floor 600 sq ft more or less, First Floor.684 sq ft more or less, both cement flooring, 35 years old thereupon, land pertaining to Mouza Baranagar,,P.S. Baranagar, and comprised in portion of R.S. Dag No. 6522 and 6528 under Khatian No. 495 and 938, L.R. Dag No. 9696 & 9695 and L.R. Khatian No.12241, J.L. No. 5,R.S. No. 6, Touzi No. 1068/2833, in the local limits of Baranagar Municipality, Holding No. 274, Ward No.34, situated and lying at premises No. 41/1/1, Joynarayan Banerjee Lane, Baranagar, Kolkata- 700 036, in the District North 24 Parganes, Add Dist Sub Registry Office Cossipore Dumdum in the district of 24 Parganas(North) along with all easement rights(Hereinafter referred to as said Land & Building) having all rights and liberties for ingress and egress over and through the land, and common rights and privileges thereto in favour of Mrs. Bhavana Bhalla & Mr. Debraj Mukherjee (Owners No.1&2) which have recorded in A.D.S.R. Cossipore Dumdum, as Book No. 1, Volume No.1506- 2022, Pages from 213111 to 213140 Being No.150600 4133 in the year 2022 for valuable consideration.

AND

WHEREAS one Late Digambar Chakraborty was the owner of ALL THAT piece and parcel of bastu land measuring about 5 cottah 11 chittaks More or less comprised in Mouja Baranagar, Alipore Collectorate Touzi No.1068/2833, Division I, Sub Division 1, Holding No.142, Premises No.15, Boral Para Lane, Police Station Baranagar, District - North 24 Parganas within the jurisdiction of A.D.S.R.O. Cossipore Dum Dum and became well seized and possessed of the same.

AND WHEREAS the said Late Digambar Chakraborty by a Bengali Deed of Gift dated 8th Poush, Year 1284 gifted the aforesaid property in favour of his daughter-in-law Smt. Raj Kumari Devi and delivered peaceful possession in her favour. The said Smt. Raj Kumari Devi died intestate leaving behind her surviving, Sri Gopal Chandra Chakraborty, as her only legal heir and survivor in respect of the said property.

AND WHEREAS after obtaining the aforesaid property by way of inheritance, the said Late Gopal Chandra Chakraborty had been possessing and enjoying the aforesaid property without any objection and/or interruption by constructing a dwelling unit thereon. The said Late Gopal Chandra Chakraborty died intestate leaving behind his four sons, Sri Ras Behari Chakraborty, Sri Binod Behari Chakraborty, Sri Kunja Behari Chakraborty and Sri Charu Charit Chakraborty respectively as his only surviving legal

heirs and successors in respect of the said property, The Wife of Gopal Chandra Chakraborty predeceased him. After the demise of said Late Gopal Chandra Chakraborty, his said legal heirs and successors became the joint owners of the said property by way of inheritance each having undivided 1/4th share of the same.

AND WHEREAS the said Ras Behari Chakraborty died intestate leaving behind him Smt. Subasini Devi, Sri Shasanka Sekhar Chakraborty and Sri Sudhangsu Sekhar Chakraborty, his wife and sons respectively, as his only surviving legal heirs and successors in respect of the aforesaid undivided 1/4th share in the said property.

AND WHEREAS by a Deed of Partition dated 16th January, 1934 which is registered at Sub Register, Cossipore Dumdum vide Book no.1, Volume No.2, Pages from 288 to 293, being No.53 for the year 1934, As per Partition Deed, the aforesaid Smt. Subhasini Devi, Sri Shasanka Sekhar Chakraborty and Sri Sudhangsu Sekhar Chakraborty(minor) became the owner of ALL THAT demarcated 1/4th share of the aforesaid land measuring 01 (one) cottah 06 (six) chittacks 30 (thirty) sq. ft. comprised in Mouja Baranagar, Alipore Collectorate Touzi No.1068/2833, Division I, Sub Division 1, Holding No.142, J.L. No.05, Re. Sa. No.06, Khatian No.1437, Dag No.6527, Premises No. 14(now 15/3 & 15/4), Boral Para Lane, Police Station Baranagar, District - North 24 Parganas within the jurisdiction of A.D.S.R.O. Cossipore Dum Dum and became the joint owners of the said property each having undivided 1/3rd share of the same .

AND WHEREAS the said Smt. Subhasini Devi died intestate leaving behind her surviving Sri Shasanka Sekhar Chakraborty and Sri Sudhangsu Sekhar Chakraborty as her only surviving legal heirs and successors in respect of the aforesaid property. Upon her death her undivided 1/3rd share devolved upon the surviving legal heirs.

AND WHEREAS by a Deed of Partition Book No.1, Volume No.82, Pages 12 to 15, being No.4111 for the year 1973 dated 29.05.1973 duly registered before the A.D.S.R.O., Cossipore Dum Dum, between Sri Shasanka Sekhar Chakraborty and Sri Sudhangsu Sekhar Chakraborty. The said Sudhangsu Sekhar Chakraborty became the exclusive owner of ALL THAT demarcated 1/2 share of the aforesaid total land that is measuring 13 (thirteen) chittacks more or less(physical) comprised in Mouja Baranagar, Alipore Collectorate Touzi No.1068/2833, Division I, Sub Division 1, Holding No.142, J.L. No.05, Re. Sa. No.06, Khatian No 1437, Dag No.6527, and mutated as Premises No.15/4, Boral Para Lane, Police Station Baranagar, District - North 24 Parganas (more fully described in the First Schedule hereunder written) within the jurisdiction of A.D.S.R.O. Cossipore Dum Dum

AND WHEREAS by a Deed of Gift dated 20.04.1983 duly registered before the Office of the Addl. District Registrar, Barasat and recorded in Book No.I,

Volume No.22, pages 60 to 65 being No.1083 for the Year 1983 the said Sudhansu Sekhar Chakraborty gifted the aforesaid property in favour of his two sons Sri Sanat Kumar Chakraborty and Sri Anup Kumar Chakraborty who became the joint and undivided owner in respect of the said land each having $\frac{1}{2}$ share thereof.

AND WHEREAS the said Sri Anup Kumar Chakraborty died intestate as on 05.05.2013 and upon his death his wife and son namely Smt.Bulu Chakraborty and Sri Amartya Chakraborty hereof became the joint owner in respect of the 50% share of the said land and had been occupying & enjoying the said property as lawfully seized & well possessed as the joint owners without any encumbrances and objections whatsoever from any quarter with the absolute right to sale, mortgage, transfer, devolution etc., and had been paying all the relevant statutory rates & taxes from time to time.

AND WHEREAS on the other hand said Sanat Kumar Chakraborty is the lawful owner of the above mentioned 50% share of land.

AND WHEREAS the owners No. 3 to 5 are now desirous of developing the said land measuring 13 (thirteen) chittacks more or less by constructing a multi - storied building as per building plan to be sanctioned by the Baranagar Municipality but the due to financial stringency, it will neither be practical nor possible for them to develop the said premises by constructing a Multi- storied building thereat in accordance with the building plan is in the look out for a responsible and reputable Promoter/ Developer/ Builder/ Contractor in conjunction with the owners No. 3 to 5 .

AND WHEREAS so by the Registered Development agreement dated 29th day of March, 2023 which have recorded in A.D.S.R. Cossipore Dumdum, as Book No. 1, Volume No.1506-2023, Pages from 96772 to 96799 Being No.1506003212 in the year 2023 as well as Registered Power of Attorney dated 29th day of March ,2023, which have recorded in A.D.S.R. Cossipore Dumdum, as Book No. 1, Volume No.1506-2023, Pages from 96938 to 96953 ,Being No.1506003219 in the year 2023 made and entered into between the vendors/Land Owners and **AMBERDEB CONSTRUCTION LLP** (PAN: ABZFA4788R), a body corporate under the Limited Liability Partnership Act,2008(6 of 2009) having its Registered Office at 41/1/1, Joy Narayan Banerjee Lane, Ground floor, P.S. & P.O. Baranagar, Kolkata - 700 036 being represented by its Partners herein under certain terms and conditions with power to enter into agreement for Sale with the intending buyers of Flats, spaces etc. to be constructed in the said Premises and receive the earnest money, part payment and the entire sale consideration thereof and execute the respective deed of conveyance etc.

AND

WHEREAS by a Deed of Partition dated 16th January, 1934 which is registered at Sub Register, Cossipore Dumdum vide Book no.1, Volume No.2, Pages from 288 to 293, being No.53 for the year 1934, As per Partition Deed, the aforesaid Late Charu Charit Chakraborty became the owner of ALL THAT demarcated 1/4th share of the aforesaid land measuring 01 (one) cottah 14 (fourteen) chittacks comprised in Mouja Baranagar, Alipore Collectorate Touzi No.1068/2833, Division I, Sub Division 1, Holding No.391, J.L. No.05, Re. Sa. No.06, Khatian No.1437, R.S. Khatian No.6175, Dag No.6527, Premises No.14(Now 15/2), Baral Para Lane, Police Station Baranagar, District - North 24 Parganas within the jurisdiction of A.D.S.R.O. Cossipore Dum Dum and became the joint owners of the said property .

AND WHEREAS the said Charu Charit Chakraborty died intestate on 14.02.1976, leaving behind his widow namely Kamala Bala Chakraborty and four sons namely Tara Prasad Chakraborty, Asoke Chakraborty, Asit Chakraborty and Sitangshu Sekhar Chakraborty and two daughters namely Shefalika Moitra and Mira Moitra as his only surviving legal heirs and successors in respect of the aforesaid property as renumber as Premises No. 15/2, Boral Para Lane, P.S. Baranagar, Kolkata - 700036.

AND WHEREAS by a Deed of Gift dated 03.11.1990 duly registered before the Office of the A.D.S.R. Cossipore Dumdum and recorded in Book No.I, Volume No.114, pages 437 to 446 being No.5189 for the Year 1990 the said Smt. Kamala Bala Chakraborty, Shefalika Moitra and Mira Moitra out of their natural love and affection gifted their undivided 3/7th share in the aforesaid property in favour of Tara Prasad Chakraborty, Asoke Chakraborty and Sitangshu Sekhar Chakraborty who became the joint and undivided owner in respect of the said land.

AND WHEREAS That the said Asit Chakraborty died intestate on 20.09.1980 leaving behind his widow Aparna Chakraborty and only married daughter Aditi Chatterjee as his only surviving legal heirs and successors in respect of the aforesaid property and they are co-sharer in respect of Premises No. 15/2, Boral Para Lane, P.S. Baranagar, Kolkata - 700036.

AND WHEREAS the said Tara Prasad Chakraborty died intestate on 13.01.2007, leaving behind his widow Tapati Chakraborty and two sons namely Mihir Chakraborty and Samir Chakraborty and one married daughter namely Gouri Bagchi and thereafter said Tapati Chakraborty died intestate on 03.07.2008 leaving behind her two sons namely Mihir Chakraborty and Samir Chakraborty and one married daughter namely Gouri Bagchi as her only surviving legal heirs and successors and they are co-owners in respect of Premises No. 15/2, Boral Para Lane, P.S. Baranagar, Kolkata - 700036.

AND WHEREAS by a Deed of Gift dated 04.02.2021 registered before the Office of the A.D.S.R. Cossipore Dumdum and recorded in Book No.I, Volume No.15062021, pages 68651 to 68678 being No. 150601517 for the Year 2021 the said Smt. Gouri Bagchi out of her natural love and affection gifted her undivided share in the aforesaid property in favour of Mihir Chakraborty and Samir Chakraborty who became the joint and undivided owner in respect of the said land

AND WHEREAS The said Sitangshu Chakraborty died intestate on 16.01.2011 leaving behind his widow Chhanda Chakraborty and only son Shuvendu Chakraborty as legal heirs and successors and thereafter said Chhanda Chakraborty died intestate on 06.03.2013 leaving behind her only son Shuvendu Chakraborty as her only surviving legal heir and successor and he is a co-owner in respect of Premises No.15/2, Baral Para Lane, P.S. Baranagar, Kolkata-700036.

AND WHEREAS the owners No. 6 to 11 hereof became the joint owner in respect of the said ALL THAT Bastu land measuring 01 (one) cottah 14 (fourteen) chittacks comprised in Mouja Baranagar, Alipore Collectorate Touzi No.1068/2833, Division I, Sub Division 1, Holding No.391, J.L. No.05, Re. Sa. No.06, Khatian No.1437, L.R. Dag No. 9692, L.R. Khatian No. 12283 Premises No.15/2, Baral Para Lane, Police Station Baranagar, District - North 24 Parganas within the jurisdiction of A.D.S.R.O. Cossipore Dum Dum (more fully described in the First Schedule hereunder written). Thereafter the Vendor/Land Owner hereof mutated his name as sole & exclusive owner with respect to the said Land & building being the premises bearing No.15/2, Baral para Lane, Kolkata - 700 036, 24-Parganas (presently North 24-Parganas) in the concerned Baranagar Municipality and had been occupying & enjoying the said property as lawfully seized & well possessed as the sole owner without any encumbrances and objections whatsoever from any quarter with the absolute right to sale, mortgage, transfer, devolution etc., and had been paying all the relevant statutory rates & taxes from time to time.

AND WHEREAS The owners No. 6 to 11 are now desirous of developing the said land measuring 01 (one) cottah 14 (fourteen) chittacks more or less by constructing a multi - storied building as per building plan to be sanctioned by the Baranagar Municipality but the Vendor/Land Owner due to financial stringency, it will neither be practical nor possible for them to develop the said premises by constructing a Multi- storied building thereat in accordance with the building plan is in the look out for a responsible and reputable Promoter/Developer/Builder/Contractor in conjunction with the owners No. 6 to 11.

AND WHEREAS so by the Registered Development agreement dated 29th day of March ,2023 which have recorded in A.D.S.R. Cossipore Dumdum,

as Book No. 1, Volume No.1506-2023, Pages from 99011 to 99047 Being No.1506003244 in the year 2023 as well as Registered Power of Attorney dated 30th day of March ,2023, which have recorded in A.D.S.R. Cossipore Dumdum, as in book No.1, Volume No. 1506-2023 , Pages 100658 to 100680 , being no. 150603346 for the year 2023 made and entered into between the vendors/Land Owners and **AMBERDEB CONSTRUCTION LL.P** (PAN: ABZFA4788R), a body corporate under the Limited Liability Partnership Act,2008(6 of 2009) having its Registered Office at 41/1/1, Joy Narayan Banerjee Lane, Ground floor, P.S. & P.O. Baranagar, Kolkata - 700 036 being represented by its Partners herein under certain terms and conditions with power to enter into agreement for Sale with the intending buyers of Flats, spaces etc. to be constructed in the said Premises and receive the earnest money, part payment and the entire sale consideration thereof and execute the respective deed of conveyance etc.

AND WHEREAS due to some typographical mistake regarding dag No and Khatian No, a deed of declaration executed on 26th December,2024 which have recorded in A.D.S.R. Cossipore Dumdum, as in book No.1, Volume No. 1506-2024 , Pages 393312 to 393326 , being no. 150613587 for the year 2024.

AND

WHEREAS by a Deed of Partition dated 16th January, 1934 which is registered at Sub Register, Cossipore Dumdum vide Book no.1, Volume No.2, Pages from 288 to 293, being No.53 for the year 1934, the aforesaid Kunja Bihari Chakraborty became the owner of ALL THAT land measuring 01 (one) cottah 7(seven) chittacks 22.5 sq ft (Twenty two point five) comprised in Mouja Baranagar, Alipore Collectorate Touzi No.1068/2833, Division 1, Sub Division 1, Holding No.391, J.L. No.05, Re. Sa. No.06, Khatian No.1437, R.S. Khatian No.6175,Dag No.6527, Premises No.14, Boral Para Lane, Police Station Baranagar, District - North 24 Parganas within the jurisdiction of A.D.S.R.O. Cossipore Dum Dum and thereafter mutated his name and property renumber as Premises No. 15/1, Boral Para Lane, Police Station Baranagar, District - North 24 Parganas

AND WHEREAS the said Kunja Bihari Chakraborty died intestate 1939, leaving behind his widow namely Santa Shila Debi and Five sons namely Nalin Lochan Chakraborty, Krishna Chakraborty, Kamal Lochan Chakraborty, Bimal Prakash Chakraborty and Amal Kumar @ Prakash Chakraborty as his only surviving legal heirs and successors in respect of the aforesaid property. The wife of Kunja Bihari Chakraborty, Santa Shila Debi died in the year 1959 leaving behind Five sons namely Nalin Lochan Chakraborty, Krishna Chakraborty, Kamal Lochan Chakraborty, Bimal Prakash Chakraborty and Amal Kumar @ Prakash Chakraborty as

her only surviving legal heirs and successors in respect of the aforesaid property

AND WHEREAS the said Nalin Chakraborty @ Nalin Lochan Chakraborty died intestate on 25.02.1989 leaving behind his four married daughter Ashrukana Maitra, Alpana Chakraborty, Subhra Roy & Kabita Mukherjee as as his only surviving legal heirs and successors in respect of the aforesaid property,. The wife of Nalin Lochan Chakraborty, Bira Rani Chakraborty died predeceased him on 16.05.1987.

AND WHEREAS - That the said Krishna Chakraborty died intestate on 16.06.1992 leaving behind his widow namely Anita Chakraborty one son namely Biswajit Chakraborty as his only surviving legal heirs and successors in respect of the aforesaid property,. The wife of Krishna Chakraborty, Anita Chakraborty died on him on 12.01.2000 leaving behind one issue son namely Biswajit Chakraborty as her only surviving legal heirs and successors in respect of the aforesaid property

AND WHEREAS - the said Kamal Lochan Chakraborty died intestate on 02.07.1994 leaving behind his widow namely Pratima Chakraborty, two son namely Pradip Kr. Chakraborty and Sumit Kumar Chakraborty and one married daughter Nila Chakraborty as his only surviving legal heirs and successors in respect of the aforesaid property,. The wife of Kamal Lochan Chakraborty, Pratima Chakraborty died on 04.07.2011 leaving behind Two son namely Pradip Kr. Chakraborty and Sumit Kumar Chakraborty and one married daughter Nila Chakraborty as her only surviving legal heirs and successors in respect of the aforesaid property. Further Pradip Kr. Chakraborty died intestate on 12.07.2020 leaving behind his widow namely Sandeepa Chakraborty and only issue son namely Debjit Chakraborty as his only surviving legal heirs and successors in respect of the aforesaid property

AND WHEREAS the said Bimal Prakash Chakraborty (Unmarried) died intestate on 26.12.1996 leaving behind his legal heirs as per Hindu Succession Act, 1956.

AND WHEREAS - the said Amal Kumar Chakraborty @ Amal Prakash Chakraborty died intestate on 08.01.1988 leaving behind his widow namely Mira Chakraborty, Three son namely Debasish Chakraborty, Asish Chakraborty and Bikash Chakraborty as his only surviving legal heirs and successors in respect of the aforesaid property,. The wife of Amal Kumar @ Prakash Chakraborty, Mira Chakraborty died on 23.11.2010 leaving behind Three son namely Debasish Chakraborty, Asish Chakraborty and Bikash Chakraborty as her only surviving legal heirs and successors in respect of the aforesaid property.

AND WHEREAS the said Debasish Chakraborty, died intestate on 13.09.2023 leaving behind his widow namely Smt. Srabani Chakraborty, only issue(married daughter) namely Smt. Debashree Mondal as his

only surviving legal heirs and successors in respect of the aforesaid property,

AND WHEREAS the said Ashrukana Maitra died intestate on 06.02.2024 leaving behind two sons namely Mr. Swarup Maitra & Mr. Aparup Maitra as her only surviving legal heirs and successors in respect of the aforesaid sharer of property. The Husband of Ashrukana Maitra, Brajamanik Maitra died predeceased on 25.12.1996. Mr. Swarup Maitra & Mr. Aparup Maitra her(Ashrukana Maitra) only surviving legal heirs and successors in respect of the aforesaid sharer of property.

AND WHEREAS by virtue of above fact as well as per Hindu Succession Act, Owners No.12 to 25 now as joint owner of **ALL THAT** Bastu land measuring 01 (one) cottah 7(seven) chittacks 22.5 sq ft (Twenty two point five) along with 20 year old 500 sq ft cement flooring one storied building lying and situated in Mouja Baranagar, Alipore Collectorate Touzi No.1068/2833, Division I, Sub Division 1, Holding No.391 J.L. No.05, Re. Sa. No.06, Khatian No.1437, R.S. Khatian No.6175, Dag No.6527, District - North 24 Parganas, in the local limits of Baranagar Municipality, Ward No.01(previous) 34(new), Holding No. 325(new) and Premises No.15/1, Borai Para Lane, Police Station Baranagar, District - North 24 Parganas and/ or otherwise as well seized and occupied reserve and enjoys the full absolute right to sale, mortgage, let, lease or otherwise dispose of the same to any person/s against any consideration and/ or conditions as they deems fit and had been occupying & enjoying the said property as lawfully seized & well possessed as the sole owner without any encumbrances and objections whatsoever from any quarter with the absolute right to sale, mortgage, transfer, devolution etc., and had been paying all the relevant statutory rates & taxes from time to time.

AND WHEREAS The Owners No.12 to 25 are now desirous of developing the said land measuring 01 (one) cottah 7(seven) chittacks 22.5 sq ft (Twenty two point five) more or less (physical 01 (one) cottah 7(seven) chittacks 22 sq ft (Twenty two) by constructing a multi - storied building as per building plan to be sanctioned by the Baranagar Municipality but the Vendor/Land Owner due to financial stringency, it will neither be practical nor possible for them to develop the said premises by constructing a Multi- storied building thereat in accordance with the building plan is in the look out for a responsible and reputable Promoter/Developer/Builder/Contractor in conjunction with the Owners No.12 to 25

AND WHEREAS so by the Registered Development agreement dated 08 day of July, 2024 which have recorded in A.D.S.R. Cossipore Dumdum, as Book No. 1, Volume No.1506-2024, Pages from 216777 to 216821 Being No.1506007065 in the year 2024 as well as Registered Power of Attorney dated 08 day of July, 2024, which have recorded in A.D.S.R. Cossipore Dumdum, as in book No. in book No.1, Volume No. 1506-2024 , Pages 216524 to 216552 , being no. 1506007068 for the year 2024 made and

entered into between the vendors/Land Owners No.12 to 25 and **AMBERDEB CONSTRUCTION L.L.P.** (PAN: ABZFA4788R), a body corporate under the Limited Liability Partnership Act,2008(6 of 2009) having its Registered Office at 41/1/1, Joy Narayan Banerjee Lane, Ground floor, P.S. & P.O. Baranagar, Kolkata - 700 036, being represented by its Partners herein under certain terms and conditions with power to enter into agreement for Sale with the intending buyers of Flats, spaces etc. to be constructed in the said Premises and receive the earnest money, part payment and the entire sale consideration thereof and execute the respective deed of conveyance etc.

AND

WHEREAS by a Deed of Partition dated 16th January, 1934 which is registered at Sub Register, Cossipore Dum Dum vide Book no.1, Volume No.2, Pages from 288 to 293, being No.53 for the year 1934, As per Partition Deed, Shri Binod Behari Chakraborty who became the absolute owner in respect of the said land measuring '01' (one) Cottah '02' (two) Chittacks '30' (thirty) Sq.Ft. more or less comprised in Mouja Baranagar, Alipore Collectorate Touzi No. 1068/2833, Division I, Sub Division 1, Holding No.142, J.L. No. 05, Re. Sa. No. 06, Khatian No. 1437, Dag No. 6527, correspondence L.R. Dag No. 9693 ; L.R. Khatian Nos. 12289 & 12290, Premises No. 14(Now 15), Boral Para Lane, Baranagar, P.S & P.O - Baranagar, District - North 24 Parganas, within the jurisdiction of A.D.S.R.O Cossipore Dum Dum.

AND WHEREAS, the said Shri Binod Behari Chakraborty had died intestate, leaving behind his widow namely, Smt. Mrinalini Chakraborty and two sons namely, Shri Sachindranath Chakraborty @ Sachin Chakraborty @ Sacchida Nanda Chakraborty and Shri Chinmayananda Chakraborty as his only surviving legal heirs and successors in respect of the aforesaid property, renumbered as Premises No. 15, Boral Para Lane, P.S - Baranagar, Kolkata - 700036.

AND WHEREAS, the said Smt. Mrinalini Chakraborty died intestate, leaving behind her two sons namely, Shri Sachindranath Chakraborty @ Sachin Chakraborty @ Sacchida Nanda Chakraborty and Shri Chinmayananda Chakraborty as her only surviving legal heirs and the successors of the aforesaid property as mutated and renumbered as Premises No. 15, Boral Para Lane, P.S - Baranagar, Kolkata - 700036.

AND WHEREAS, Shri Sachindranath Chakraborty @ Sachin Chakraborty and Shri Chinmayananda Chakraborty had mutated their name in the B.L & L.R.O, Barrackpore as L.R. Dag No. 9693 ; L.R. Khatian Nos. 12289 & 12290.

AND WHEREAS, by a Deed of Conveyance (Bengali Kobala), dated 13.09.1960, duly registered before the Office of the S.R. Cossipore, Dum Dum and recorded in Book No. 1, Volume No. 94, Pages 289 to 291, being

No. 7437 for the Christian Era Year of 1960, the said Shri Chinmayananda Chakraborty, sale, convey and transfer undivided 1/2th share in the aforesaid property and below schedule property in favour of his brother Shri Sachindranath Chakraborty @ Sachin Chakraborty @ Sacchida Nanda Chakraborty, who became the absolute owner in respect of the said land measuring '01' (one) Cottah '02' (two) Chittacks '30' (thirty) Sq.Ft. more or less comprised in Mouja Baranagar, Alipore Collectorate Touzi No. 1068/2833, Division I, Sub Division I, Holding No. 142, J.L. No. 05, Re. Sa. No. 06, Khatian No. 1437, Dag No. 6527, correspondence L.R. Dag No. 9693 ; L.R. Khatian Nos. 12289 & 12290, Premises No. 14 (Now 15), Boral Para Lane, Baranagar, P.S & P.O - Baranagar, District - North 24 Parganas, within the jurisdiction of A.D.S.R.O Cossipore Dum Dum.

AND WHEREAS, the said Shri Sachindranath Chakraborty @ Sachin Chakraborty @ Sacchida Nanda Chakraborty had died intestate on the 27th of February, 1992 in the Christian Era, leaving behind his widow Smt. Doly Chakraborty, with four married daughters namely, Smt. Ira Sanyal, Smt. Poly Bhattacharya, Smt. Gayatri Bhattacharjee, Smt. Lili Banerjee, and two sons namely - Shri Somnath Chakraborty and Shri Debnath Chakraborty, as his only surviving legal heirs and successors in regards to the afore- mentioned property and thereby they are the co-owner cum co-sharer as per the Hindu Succession Act of 1956 (as amended to date), in respect to the Premises No. 15, Boral Para Lane, Baranagar, Kolkata - 700036, P.O & P.S - Baranagar.

AND WHEREAS, the said Smt. Doly Chakraborty, had died intestate on the 26th of September, 2015 leaving behind her four married daughters Smt. Ira Sanyal, Smt. Poly Bhattacharya, Smt. Gayatri Bhattacharjee, Smt. Lili Banerjee, and two sons namely - Shri Somnath Chakraborty and Shri Debnath Chakraborty, as her only surviving legal heirs and successors in regards to the aforesaid property and they are the co-owner cum co-sharer as per the Hindu Succession Act of 1956 (as amended to date), in respect of the Premises No. 15, Boral Para Lane, Baranagar, Kolkata - 700036, P.O & P.S - Baranagar.

AND WHEREAS, thereafter Smt. Ira Sanyal (now Late), Smt. Poly Bhattacharya, Smt. Gayatri Bhattacharjee, Smt. Lili Banerjee, Shri Somnath Chakraborty and Shri Debnath Chakraborty, had mutated their name as the Joint Owners with respect to the said Land & the Building at the Premises No. 15, Boral Para Lane, Baranagar, Kolkata - 700036, North 24 Parganas, West Bengal, Holding No. 15 (new), Ward No. - 34 (erstwhile 01), in the concerned Baranagar Municipality as 'Ira Sanyal & Ors.' and have been in occupation and enjoying the said property as lawfully seized & well possessed as the sole owner with the absolute right to sale, mortgage,

transfer, devolution, etc., and had been paying all the relevant statutory rates & taxes from time to time.

AND WHEREAS the said Smt. Ira Sanyal had died intestate on the 18th of January, 2022, leaving behind her two married daughters namely, Smt. Rinku Sanyal & Smt. Nibedita Kundu, as her only surviving legal heirs and successors in respect of the aforementioned property. Smt. Ira Sanyal's husband Shri Binoy Kumar Sanyal had died predeceased on the 11th of July, 1999 in the Christian Era, and they are co-sharer as per the Hindu Succession Act, 1956 (as amended up-to-date) in respect of the Premises No. 15, Boral Para Lane, Baranagar, Kolkata - 700036, P.O & P.S - Baranagar.

AND WHEREAS, the Landowners No.26 to 32 came up with the view to construct a 'Multi-Storied Building' over the said land more fully described in the Schedule hereunder written the Owners approached the Developers of the Second Part hereto for a joint venture in relation to the construction and completion of the Multi-Storied building on the aforementioned parcel of land measuring 01 (one) Cottah 2 Chittacks 30 sqft more or less, in strict adherence to the Building Plan so developed, approved, and sanctioned by the Baranagar Municipality exclusively at the costs, expenses and charges borne by the Developer/Promoters and the Developer/Promoters have hereto agreed and accepted to the same proposal, on basis of the transactor metrics and other terms and conditions presented herein after.

AND WHEREAS so by the Registered Development agreement dated 20TH day of September, 2024 which have recorded in A.D.S.R. Cossipore Dumdum, as Book No. 1, Volume No.1506-2024, Pages from 291892 to 291944, Being No.1506009950 in the year 2024 as well as Registered Power of Attorney dated 20TH day of September, 2024, which have recorded in A.D.S.R. Cossipore Dumdum, as in book No.1, Volume No. 1506- 2024, Pages 292999 to 293020, being no. 1506009974 for the year 2024 made and entered into between the vendors/Land Owners No. 26 to 32 and **AMBERDEB CONSTRUCTION LLP** (PAN: ABZFA4788R), a body corporate under the Limited Liability Partnership Act,2008(6 of 2009) having its Registered Office at 41/1/1, Joy Narayan Banerjee Lane, Ground floor, P.S. & P.O. Baranagar, Kolkata - 700 036 being represented by its Partners herein under certain terms and conditions with power to enter into agreement for Sale with the intending buyers of Flats, spaces etc. to be constructed in the said Premises and receive the earnest money, part payment and the entire sale consideration thereof and execute the respective deed of conveyance etc.

AND WHEREAS after entering into the said one(1) Deed of Conveyance dated 17.03.2022 and Four Registered Development Agreement dated

29.03.2023(2) 08.07.2024 & 20.09.2024, Present Owners namely Mrs. Bhavana Bhalla, Mr. Debraj Mukherjee, Smt. Bulu Chakraborty, Sri Amartya Chakraborty, Sri Sanat Chakrabarti @ Sri Sanat Kumar Chakraborty, Sri Ashoke Kumar Chakraborty, Sri Mihir Chakraborty@ Chakraborty, Sri Samir Chakraborty, Smt. Aparna Chakraborty Smt. Aditi Chatterjee, Sri Subhendu@ Shuvendu Chakraborty, Mr. Swarup Maitra, Mr. Aparup Maitra, Smt. Alpana Chakraborty, Smt. Subhra Roy, Smt. Kabita Mukherjee, Sri Bishwajit Chakraborty, Sri Sumit Chakraborty, Smt. Nila Chakraborty, Smt. Sandeepa Chakraborty, Smt. Debjit Chakraborty, Smt. Srabani Chakraborty, Smt. Debashree Mondal, Sri Ashish Chakraborty, Sri Bikash Chakraborty, Smt. Poly Bhattacharya, Smt. Gayatri Bhattacharjee, Smt. Lili Banerjee, Shri. Somnath Chakraborty, Shri. Debnath Chakraborty, Smt. Rinku Sanyal & Smt. Nibedita Kundu (as per their ratio) have amalgamated and mutated five plot as Holding No. 41/1/1 and new Premises No. 41/1/1, Joynarayan Banerjee Lane, P.S. Baranagar, Kolkata-700 036, in the District 24-Parganas (North), as total land area 9(nine) Cottahs 00(zero) Chittaks 26(Twenty six) Sq.ft. more or less including common passage (Properly mentioned in the First Schedule)

The said land is earmarked for the purpose of building a residential project and the said project shall be known as "DEB VILLA".

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

AND WHEREAS the construction of the said building is full swing by the said developer within stipulated time mentioned in the Development agreement as per Sanction Plan Vide No. SWS-OBPAS/2103/2024/0511 DATED 31.01.2025 (G+4 Storied) and the said land together with the building standing therein being more particularly described in the schedule hereunder written and hereinafter referred to as the 'said building'.

The Promoter has obtained the final layout plan approvals for the Project. The Promoter 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.

The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at _____ no. _____; on _____ under registration.

AND WHEREAS The Allottee/ Purchaser had applied for an apartment in the Project vide application no _____ dated _____ and has been

allotted apartment No. _____ having Total Salable area **sq ft**, on floor, as permissible under the applicable law and of pro rata share in the common areas (" **Common Areas** ") as defined under clause (n) of section 2 of the Act (hereinafter referred to as the " **Apartment** " more particularly described in **Schedule A** and the floor plan of the apartment is annexed hereto and marked as **Schedule**) ;

AND WHEREAS The Allottee/ Purchaser had applied for an apartment in the Project vide application no _____ dated _____ and has been allotted self contained independent Flat on the _____ side of the _____ Floor of the said building admeasuring **sq.ft.** more or less super built-up area (Carpet Area _____ sq ft more or less, Balcony area _____ more or less, salable area _____ sq ft more or less) , fully mentioned in the Second Schedule hereunder written and hereinafter referred to as the "Said Flat" along with undivided proportionate impart

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Partner

able share or interest in the land underneath the said building fully mentioned in the first schedule hereunder written together with all easement rights over all the common areas and common portions in the said building and premises under Developer Allocation.

The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;

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;

The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the [Apartment/ Plot] and the garage/closed parking (if applicable) as specified in agreement;

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

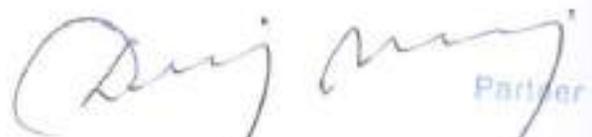
1. **TERMS :**

1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, to the [Apartment / Plot] as specified in "B" Schedule.

1.2 The Total Price for the [Apartment /Plot] based on the carpet area is Rs. /- (Rupees) only ("Total Price ") (Give break up and description in the " Third" Schedule) ;

Building Name: "DEB VILLA"	Rate of Apartment per square feet
Apartment No.	
Floor: Ground(Side)	

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Consideration of Flat/ Apartment Consideration of Garage/ Parking Place G.S.T Installation of individual Electric Meter Maintenance Deposit	
Total price (in rupee)	/-

Explanation :

(i) The total price above includes the booking amount paid by the allottee to the Promoter towards the [Apartment / plot] ;

(ii) The Price above includes above includes Taxes (consisting of the paid or payable by the Promoter by way of G. S. T and Cess or any other similar taxes which may be levied , in connection with the constitution of the Project payable by the Promoter, by whatever name called) up to the date of handing over the possession of the apartment to the allottee and the project to the association of allottee or the competent authority , as the case may be , after obtaining the completion certificate;

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

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Provided further that if there is any increase in the taxes after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the allottee.

(iii) The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment demanded by the promoter within the time and in the manner specified therein. In addition, the promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc., have been imposed or become effective;

(iv) The Total Price of [Apartment / plot] includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charge, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing without side paint marbles, tiles doors, windows, in the common areas, maintenance charges as per para II etc., and includes cost for providing all other facilities, amenities and specifications to be provided within the [Apartment / Plot] and the Project.

1.3 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay due to increase on account of development charges payable to the competent authority and/ or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/ charges imposed by the competent authorities, the Promoter shall enclose the said notification/ order/rule/ regulation to that effect along with the demand letter being issued in the Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority as per the Act, the same shall not be charged from the Allottee.

1.4 The Allottee(s) shall make the payment as per the payment plan set out in Schedule "Third" ("Payment Plan").

1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by discounting such early payments @ 1% per annum for the period by which the respective installment has been proposed. The provision from allowing rebate and such rate of rebate shall be subject to any revision/ withdrawal, once granted to an Allottee by the Promoter.

1.6 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at Schedules (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Allottee as per the provisions of the Act.

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

1.7 The promoter shall confirm to the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the " occupancy certificate " is granted by the competent authority, by furnishing details of the charges, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Purchaser. If there is reduction in the carpet area then the Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate prescribed in the Rules from the date when such an excess amount was paid by he Allottee. If there is any increase in the carpet area, which is not more than three per cent of the carpet area of the apartment, allotted to Allottee, the Promoter may demand that from the Allottee as per the next milestone of the payment plan as provided in Schedule "Third". All these monetary adjustments shall be made at the same rate per square feet as agreed in para 1.2 of this Agreement.

1.8 Subject to para 9.3 the Promoter agrees and acknowledges, the Allottee shall have the to the | Apartment/ Plot | as mentioned below :

- i. The Allottee shall have exclusive ownership of the | Apartment/ Plot | ;
- ii. The Allottee shall also have undivided proportionate share in the Common Areas. Since the share interest of Allottee in the Common Areas is undivided and cannot be divided, separated, the allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing inconvenience or hindrance to them. It is clarified the promoter shall hand over the common areas to the association of allottee after duly obtaining the completion certificate from the competent authority as provided in the Act;
- iii. That the computation of the price of the | Apartment/ Plot | includes recovery of price of land, construction of | not only the Apartment but also| the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electricity connectivity to the apartment, lift, water line and plumbing, finishing without side paint, marbles tiles, doors, windows, in the common areas, maintenance charges, as per para 11 etc., and includes cost for providing all other facilities, amenities and specifications to be within the | Apartment/ Plot | and the project ;

- iv. The Allottee has the right to visit the project site to assess the extent of development of the project and his | Apartment/ Plot | as the case may be.

1.9 It is made clear by the Promoter and the Allottee agrees that the | Apartment/ Plot | along with No garage / covered 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 Allottee. It is clarified that Project's facilities and amenities shall be available only for uses and enjoyment of the Allottee of the Project.

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

1.11 The Allottee has paid a sum of Rs. _____ /- (Rupees only) as booking amount being part payment towards the total price at the time of application the receipt of which the Promoter hereby acknowledges and he Allottee hereby agrees to pay the remaining price of the | Apartment/ Plot | as prescribed in the payment Plan [Schedule Third] as may be demanded by the Promoter within the time and in the manner specified therein

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

2. MODE OF PAYMENT

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment plan | through A/c Payee cheque / demand draft bankers cheque

- 24 -

or online payment (as applicable) in favour of **AMBERDEB CONSTRUCTION LL.P** payable at Kolkata

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES

3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules & Regulations (made there under or any statutory amendments/modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/ sale / transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and Rules & Regulations of the or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/ her part to comply with the applicable guidelines issued by the Reserve Bank of India, he / she may be liable for any action under the Foreign Exchange management Act, 1999 or other laws as applicable, as amended from time to time.

3.2 The Promoter accepts no responsibility in regard to matters specified in para 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Wherever there is any change in the residential status of the Allottee subsequent to the signing of the Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payments / remittances on behalf of any Allottee and such third party shall not have any right in the application / allotment of the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENT / APPROPRIATION OF PAYMENTS .

The Allottee authorizes the Promoter to adjust, appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the allotted against the [Apartment/ Plot], if any, in his / her name and the Allottee undertakes not to object / demand / direct the Promoter to adjust the payments in any manner .

5. TIME IS ESSENCE

The Promoter shall abide by the time schedule for completing the project as disclosed at the time of registration of the project with the Authority and towards handing over the [Apartment/ Plot] to the Allottee and the

common areas to the association of allottees or the competent authority, as the case may be .

6. CONSTRUCTION OF THE PROJECT / APARTMENT :

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the [Apartment/ Plot] and accepted the floor plan, payment plan and the specifications, amenities and facilities [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities, subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the West Bengal Municipal Act 1993 & related Building Rules 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 the term by the Promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE APRTMENT/ PLOT :

7.1 Schedule for possession of the said [Apartment/ Plot]:

The Promoter agrees and undertakes that timely delivery of possession of the [Apartment/ Plot] to the allottee and the common areas to the association of allottees or the competent authority, as the cases may be, is the essence of the Agreement. The Promoter assures to hand over possession of the [Apartment/ Plot] along with ready and complete common areas with all specifications, amenities and facilities of the project in place on **15TH 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 or the real estate project (" *Force Majeure* "). If, however, the completion of the project is delayed due to the *Force Majeure* conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time of delivery of possession of the [Apartment/ Plot] ;

7.2 Procedure for taking possession - The Promoter, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the [Apartment/ Plot] to the Allottee in terms of this Agreement to be taken within two months from the date of issue of occupancy certificate. [Provided that, in the absence of local law, the conveyance deed in favour of allottees shall be carried out by the Promoter within 3 months from the date of issue of occupancy certificate], The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The

Allottee, after taking possession, agree (s) to pay the maintenance charges as determined by the Promoter / association of allottees, as the case may be, after the issuance of the completion certificate for the project. The Promoter shall hand over the occupancy certificate of the Apartment/ Plot, as the case may be, to the Allottee at the time of conveyance of the same.

7.3 Failure of Allottee to take Possession of [Apartment/ Plot]

Upon receiving a written intimation from the promoter as per para 7.2, the Allottee shall take possession of the [Apartment/ Plot] from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in the Agreement and the Promoter shall give possession of the [Apartment/ Plot] to the Allottee fails to take possession within the time provided in par 7.2, such Allottee shall continue to be liable to pay maintenance charges as specified in para 7.2.

7.4 Possession by the Allottee.

After obtaining the occupancy certificate and handing over physical possession of the [Apartment/ Plot] to the Allottee, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas to the association of Allottees or the competent authority, as he case may be, as per the local lasws ;

Provided that, in the absence of any local law, the Promoter shall hand over the necessary documents and plans, including common areas, to the association of Allottees or the competent authority, as the case may be, within thirty days after obtaining the completion certificate.

7.5 Cancellation of Allottee.

The Allottee shall have the right to cancel / withdraw his allotment in the Project as provided in the Project as provided in the Act;

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

7.6 Compensation.

The Promoter shall compensate the Allottee in case of any loss caused 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 interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force,

Except for occurrence at a *Force Majeure* event, if the promoter fails to complete or is unable to give possession of the | Apartment/ Plot | (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 7.1, or (ii) due to discontinuance of the business as developer on account of suspension or revocation of the registration under the Act, or for any other reason, the Promoter shall be liable, on demand to the Allottee, in case the Allottee wishes to withdraw from the Project without prejudice to any other remedy available, to return the total amount received by him in respect of the | Apartment/ Plot |, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act, within forty-five days of it becoming due;

Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the | Apartment/ Plot | which shall be paid by the Promoter to the allottee within forty-five days of it becoming due.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER :

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

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

(ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;

(iii) There are no encumbrances upon the said Land or the Project ;

(iv) There are no litigations pending before any Court of law or Authority with respect to the said Land Project or the | Apartment/ Plot

| ;

(v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and [Apartment/ Plot] are valid and substituting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and [Apartment/ Plot] and common areas;

(vi) The Project has the right to enter into this Agreement and has not committed or omitted to perform any act or thing whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;

(vii) The Promoter has not entered into any agreement for sale and / or development agreement or any other agreement / arrangement with any person or party with respect to the said Land including the Project and the said [Apartment/ Plot], which will, in any manner, affect the rights of Allottee under this Agreement;

(viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [Apartment/ Plot] to Allottee in the manner contemplated in this Agreement.

(ix) At the time of execution of the conveyance deed the Promoter shall hand over the lawful, vacant, peaceful, physical possession of the [Apartment/ Plot] to the Allottee or the competent authority, as the case may be;

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

(xi) The Promoter has duly paid and shall continue to pay and discharge all government dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent Authorities till the completion certificate has been issued and possession of apartment, plot or building, as the case may be, along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee and the association of Allottes or the competent authority, as the case may be;

(xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order,

notification (including any notice for acquisition or requisition of the said Property) has been received by or served upon The Promoter in respect of the said land and/or the Project .

(xiii) That the property is not Waqf property.

9. EVENTS OF DEFAULTS AND CONSEQUENCES :

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

(i) Promoter fails to provide ready to move in possession of the | Apartment / Plot | to the Allottees within the time period specified in para 7.1 or fails to complete the project within the stipulated time disclosed at the time of registration of the project with the Authority . For the purpose of the para 'ready to move in possession' shall mean that the apartment shall be in a habitation condition which is complete in all respects including the provisions, amenities and facilities , as agreed to between the parties , and for which occupation certificate and completion certificate, as the case may be , has been issued by the component authority .

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

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

(i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest ; or

(ii) The Allottee shall have the option of terminating the Agreement in which in case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever / towards the purchase of the apartment , along with interest at the rate prescribed in the Rules written forty-five days of receiving the termination notice :

Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid by the Promoter , interest at the rate prescribed in the Rules, for every month of delay till the handing over the possession of the | Apartment / Plot | , which

shall be paid by the Promoter to the Allottee within forty-five days of it becoming due.

AMBERDEB CONSTRUCTION LLP


Partner

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

(i) In case the Allottee fails to make payments for consecutive demands by the Promoter as per the Payment plan annexed hereto , despite having been issued notice in that regard the Allottee shall be liable to pay interest to the Promoter on the unpaid amount at the rate prescribed in Rules ;

(ii) In case of Default by Allottee under the condition listed above continues for a period beyond 2(Two) consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the [Apartment / Plot] in favour of the Allottee and refund the money paid to him by the Allottee by deducting booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

10. CONVEYANCE OF THE SAID APATMENT

The promoter on receipt of Total Price of the [Apartment / Plot] as per para 12 under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the [Apartment / Plot] together with proportionate indivisible share in the Common Areas within 2 years from the Agreement for Sale and the completion certificate, as the case may be to the Allottee. The Registration process should be conducted by Project Advocate after deposit the stamp duty and/ or registration charges @ 8.5% of the total Government valuation upto 1 crore.

Provided that, in the absence of local law, the conveyance deed in favour of the Allottee shall be carried out by the Promoter within 3 months from the date of issue of occupancy certificate(Possession Letter). However, in case the Allottee fails to deposit the stamp duty and/ or registration charges @ 8.5% of the total Government valuation within the period mentioned in the notice, the Allottee authorizes the promoter to withhold registration of the conveyance deed in his / her favour till payment of stamp duty and registration charges to the promoter is made by the Allottee .

11. MAINTENANCE OF THE BUILDING / APARTMENT / PROJECT :

The promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of Allottees upon the issuance of the completion certificate of the project. The cost of such maintenance has been included in the Total Price of the [Apartment / Plot] .

AMBERDEB CONSTRUCTION LLP



Partner

12. DEFECT LIABILITY :

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

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

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

14. RIGHT TO ENTER THE APARTMENT FOR REPAIRS :

The Promoter / maintenance agency / association of allottees shall have rights of unrestricted access of all the Common Areas, garages / covered parking and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of Allottees and/ or maintenance agency to enter into the [Apartment / Plot] or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

15. USAGE :

Use of Basement and Service Area : The basement (s) and service areas, if any, as located within the **DEB VILLA** shall be ear-marked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, Pump rooms maintenance and service rooms, firefighting pumps and equipments etc., and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the service areas and the basements in any manner whatsoever, other than those earmarked as parking spaces and the same shall be reserved for use by the association of Allottee formed by the Allottee for rendering maintenance services.

16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT :

12.1 Subject to clause 12 above, the Allottee shall after taking possession, be solely responsible to maintain the [Apartment / Plot] 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 / plot] or the staircase, lifts common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or after or make additions to the [Apartment / plot] and keep the [Apartment / Plot], its walls 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 Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the [Apartment/Plot] or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the [Apartment/Plot]. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of allottees and/or maintenance agency appointed by association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the said aforesaid conditions.

17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE

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

18. ADDITIONAL CONSTRUCTIONS

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

19. PROMOTER SHALL NOT MORTGAGE OR CREATE CHARGE

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

20. APARTMENT OWNERSHIP ACT

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

21. BINDING EFFECT

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

22. ENTIRE AGREEMENT

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

23. RIGHT TO AMEND

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

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

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottees of the [Apartment/Plot], in case of a transfer, as the said obligations go along with the [Apartment/Plot] for all intents and purposes.

25. WAIVER NOT A LIMITATION TO ENFORCE

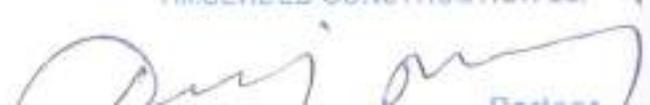
The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee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

26. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

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



28. FURTHER ASSURANCES

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

29. PLACE OF EXECUTION

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

30. NOTICES

That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post at their respective addresses specified below: _____ Name of Allottee
_____ (Allottee Address) M/s _____
Promoter name _____ (Promoter Address) It shall be the duty of the Allottee and the promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Allottee, as the case maybe.

31. JOINT ALLOTTEES

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

32. GOVERNING LAW

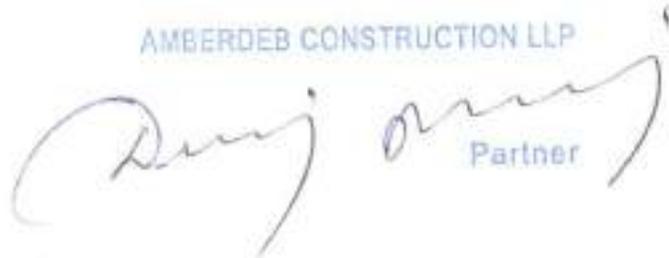
That the rights and obligations of the parties under or arising out of this

Agreement shall be construed and enforced in accordance with the laws of India for the time being in force.

33. DISPUTE RESOLUTION

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the Adjudicating Officer appointed under the Act. [Please insert any other terms and conditions as per the contractual understanding between the parties, however, please ensure that such additional terms and conditions are not in derogation of or inconsistent with the terms and conditions set out above or the Act and the Rules and Regulations made thereunder.] IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at _____ (city/town name) in the presence of attesting witness, signing as such on the day first above written.

AMBERDEB CONSTRUCTION LLP

A handwritten signature in blue ink, appearing to read 'Amberdeb', is written over the printed name of the company.

Partner

FIRST SCHEDULE ABOVE REFERRED TO

(Description of entire existing property)

(Part -I)

ALL THAT piece and parcel Land measuring an area of 3(Three) Cottahs 7 (Seven)Chittack 11(Eleven) sq ft be the same little more or less along with two storied building measuring about Ground floor 600 sq ft more or less, First Floor.684 sq ft more or less, both cement flooring, 35 years old thereupon, land pertaining to Mouza Baranagar,,P.S. Baranagar, and comprised in portion of R.S. Dag No. 6522 and 6528 under Khatian No. 495 and 938, L.R. Dag No. 9696, 9695 and L.R. Khatian No.12241, J.L. No. 5,R.S. No. 6, Touzi No. 1068/2833, in the local limits of Baranagar Municipality, Holding No. 274, Ward No.34, situated and lying at premises No. 41/1/1, Joynarayan Banerjee Lane, Baranagar, Kolkata- 700 036, in the District North 24 Parganes, Add Dist Sub Registry Office Cossipore Dumdum in the district of 24 Parganas(North)

(Part -II)

ALL THAT land that is measuring 13 (thirteen) chittacks more or less(physical) comprised in Mouja Baranagar, Alipore Collectorate Touzi No.1068/2833, Division I, Sub Division 1, Holding No.142, J.L. No.05, Re. Sa. No.06, Khatian No.1437, Dag No.6527, and mutated as Premises No.15/4, Boral Para Lane, Police Station Baranagar, District - North 24 Parganas (more fully described in the First Schedule hereunder written) within the jurisdiction of A.D.S.R.O. Cossipore Dum Dum

(Part -III)

ALL THAT Bastu land measuring 01 (one) cottah 14 (fourteen) chittacks comprised in Mouja Baranagar, Alipore Collectorate Touzi No.1068/2833, Division I, Sub Division 1, Holding No.391, J.L. No.05, Re. Sa. No.06, Khatian No.1437, L.R. Dag No. 9692, L.R. Khatian No. 12283 Premises No.15/2, Baral Para Lane, Police Station Baranagar, District - North 24 Parganas within the jurisdiction of A.D.S.R.O, Cossipore Dum Dum (more fully described in the First Schedule hereunder written). Thereafter the Vendor/Land Owner hereof mutated his name as sole & exclusive owner with respect to the said Land & building being the premises bearing No.15/2, Baral para Lane, Kolkata - 36,

AMBERDEB CONSTRUCTION LLP

Partner

(Part -IV)

ALL THAT Bastu land measuring 01 (one) cottah 7(seven) chittacks 22.5 sq ft (Twenty two point five) along with one storied building lying and situated in Mouja Baranagar, Alipore Collectorate Touzi No.1068/2833, Division I, Sub Division 1, Holding No.391, J.L. No.05, Re. Sa. No.06, Khatian No.1437, R.S. Khatian No.6175, Dag No.6527, District - North 24 Parganas, in the local limits of Baranagar Municipality, Ward No.01(previous) 34(new), Holding No. 325(new) and Premises No.15/1, Boral Para Lane, Police Station Baranagar, District - North 24 Parganas

(Part - V)

ALL THAT land measuring '01' (one) Cottah '02' (two) Chittacks '30' (thirty) Sq.Ft. more or less comprised in Mouja Baranagar, Alipore Collectorate Touzi No. 1068/2833, Division I, Sub Division 1, Holding No.142, J.L. No. 05, Re. Sa. No. 06, Khatian No. 1437, Dag No. 6527, correspondence L.R. Dag No. 9693 ; L.R.

Khatian Nos. 12289 & 12290, Premises No. 14(Now 15), Boral Para Lane, Baranagar, P.S & P.O - Baranagar, District - North 24 Parganas, within the jurisdiction of A.D.S.R.O Cossipore Dum Dum

(PART-VI)

(Description of after Amalgamated existing property)

ALL THAT piece and parcel of homestead land land measuring about 9(Nine) Cottahs 00 Chittaks 26(Twenty six) Sq.ft. be the same more or less together with new multi-storied (G+4) building lying and situated at 41/1/1, Joynarayan Banerjee Lane,(amalgamated) Baranagar, Kolkata- 700 036, in the District North 24 Parganes,comprised J.L. No.5, R.S. No.6, Touzi No.1068/2833, under the Baranagar Mouza appertaining to L.R. Khatian No.12241,12281,12282,12283,12284, 12285, 12286, 12287,12288,12289, 12290, & L.R. Dag No. 9691, 9692, 9693, 9634, 9695 & 9696,within the limit of Ward No.34(New), Holding No.41/1/1 in the local limits of Baranagar Municipality, within the Jurisdiction of Additional District Sub- Registration Office Cossipore, Dum Dum, with right to take electric line, tap water line. Gas line, Telephone line, drains etc connections through under and above common passage together with all sorts of easement rights and amenities attached hereto which is butted and bounded as follows :

ON THE NORTH : By Joy Narayan Banerjee Lane;
ON THE SOUTH : By Boral Para Lane;
ON THE EAST : By 41/1, Joynarayan Banerjee Lane, ;
ON THE WEST : By Boral Para Lane;

SECOND SCHEDULE ABOVE REFERRED TO

(Description of the Flat to be sold)

ALL THAT a self contained independent tiles flooring Flat No. _____ of the said building admeasuring _____ (Carpet- _____ Cover area sq ft, stair sq ft, Gross cover sq ft) square feet more or less Super Built up (Gross cover X 25%= Super Built up) in the _____ Side, Floor of the building , consisting of _____ of the building named "**DEB VILLA**" and together with undivided proportionate impart able share and interest in the soil beneath the building of First Schedule together with the right to use the common parts and portions and together with all easement rights attached thereto.

THE THIRD SCHEDULE ABOVE REFERRED TO

(CONSIDERATION)

- After execution of Agreement - 10% of total Consideration.
- Each casting (1st to 4th floor) - 50% of total Consideration.
- Brick works 20% of total Consideration.
- Inside pluster 10% of total Consideration.
- On Possession - 10% of total Consideration.

*Note: * The allottee has to pay a sum of Rs. _____ (not exceeding 10% of the cost of the Apartment) as booking amount. The Promoter shall not demand or accept any further payment until the execution and registration of this Agreement for Sale in accordance with Section 13 of the RERA Act, 2016.

THE FOURTH SCHEDULE AS REFERRED TO ABOVE

(Common Right and Facilities)

1. Foundation beams, vertical and lateral supports, main wall, common walls, boundary walls, main gate entrance landing of staircase, roof. Lift of the said building.
2. Main gate of the said premises and common passages.
3. Installation of common services viz. electricity, water pipes, sewerages, rain water pipes, septic tank.
4. under ground reservoir from municipal water connection.
5. 24 hours supply of water from under ground reservoir to overhead tank to the respective Flats.
6. Lighting in the common space, passage, landing fixture and fittings.
7. Common electric meter installations.
8. All open to sky space surrounding of the said building.

9. The PURCHASER shall have the rights to install television antenna on the roof of the top floor of the said building and to fix wire there from to the respective Flats and to have access thereto for repairs and maintenances of the television antenna and also for repairing works of the overhead water tank.

10. All other parts of the said building necessary for its existing maintenance and safety for normally in common use of the owners in the respective Flats/Shops.

THE FIFTH SCHEDULE AS REFERRED TO ABOVE

(Common expenses)

1. All costs of maintenance, replacing white washing painting, rebuilding, reconstruction, decoration, redecoration and lighting the common parts.
2. All charges and deposits for supplies common utilities of the all Flat or apartment owners.
3. Municipal taxes, owners will be outgoing taxes etc. sum those separately assessed in the consignee or other co-owners and/or Flats or apartment owners.
4. All other expenses and outgoing as one incurred for the purpose of aforesaid deemed by the assignee to be necessary or incidental to the common purpose, maintenance cost will be notified after possession of the Flat / garage.

THE SIXTH SCHEDULE AS REFERRED TO ABOVE

(Structural specification and other details of the Flat)

It is building of R.C.C. frame structure to be constructed with quality materials. Self-contained flats are located in each floor to suit the requirements of individual flat Owner, wide staircase with wide landings situate in the building. Each flat will be designed for ample free flow of light and air.

A. FOUNDATION:

RCC Foundation and framed structure for plain multi- storied with lift

B. FLOORS :

All floors and balcony will be finished with Marble and with 4" skirting.

C. TOILET:

Floor of the Toilet will be provided anticart tiles and 6 Ft. height of the all walls will erect by Glaze tiles and also commode/Indian) and one P.V.C. Door and 1 (one) Shower, 2 (Two) Tap .

D. KITCHEN:

Kitchen will have one steel sink with tap and one tap under Sink and blackstone table and two side 3 Ft. glaze tiles & floor will be Marble .

E. WINDOWS :

All windows will be made of aluminium frame with glass fitting pallah Cover with iron grill.

F. DOORS :

Good quality Wood Frame and door of good quality Flush Door(Solid).

G. ELECTRICAL WIRING :

All wiring will be concealed and adequate outlet sockets will be provided and Bed Room 5 point, bath Room 2 point, Drawing/dining Room 4 point, balcony 1 point, kitchen 2 point will be given in the said flat including one 15 Amp plug point One A.C. point in master Bed room and one Gysar point in master bath room.

H. INTERIOR WALL COATS :

All the interior walls will be finished with a coat of plaster of Putty.

I. BRICK WORKS :

All exterior brick work 8" and/or 5" thick and interior brick work 5" thick with bricks of approved quality.

J. ELECTRIC METER :

Installation of Electric Meter will be extra charges (Rs.20,000/- for A.C.)

K. MAINTENANCE :

For over all maintenance of the building the developer advises the owner of flats to be a member of Association will in advance against nominal subscription. The activity of the said Association will effect after taking possession of the flat and it will be controlled by members only.

L. OUTER WALL COATS:

All the outer walls will be finished with a Weather coat of Colour.

M. BOUNDARY WALL:

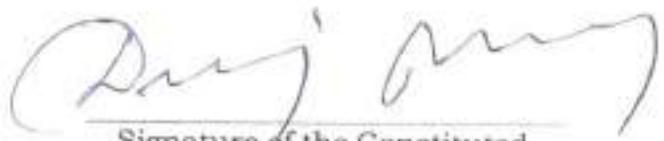
Boundary wall's height should be 3 Feet and main gate will be 3 Feet.

GENERAL: All additions and alterations in the Flats shall be subject to the approval of the Architects and the requisite costs(Extra work) shall be borne by the Flat Purchaser.

IN WITNESS WHEREOF the parties hereto executed this Agreement the day, month and year first above written.

SIGNED, SEALED AND DELIVERED by the Developer and the PURCHASER in presence of :

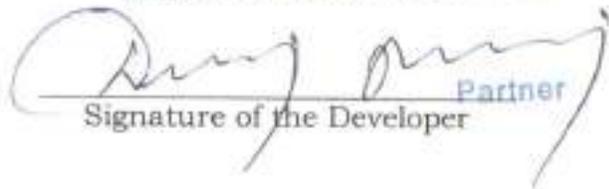
1.



Signature of the Constituted
attorneys of Owners

2.

AMBERDEB CONSTRUCTION LLP



Signature of the Developer

Partner

Signature of the PURCHASER

Drafted & prepared by :

(Goutam Chakraborty)

Advocate

High Court, Calcutta

MEMO OF CONSIDERATION

RECEIVED from the within named PURCHASER the within mentioned earnest money of Rs. /- (Rupees only) in the following manner.

DATE (Rs.)	BANK	CHEQUE NO.	AMOUNT
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.....

Total (Rupees only) Rs. /-

WITNESS:

- 1.
- 2.

AMBERDEB CONSTRUCTION LLP


Partner

SIGNATURE OF DEVELOPER.