

## AGREEMENT FOR SALE

This Agreement for Sale ("**Agreement**") executed on this .....day of January, 2024 (**Two Thousand Twenty Four**),

### By and Between

(1) **SRI BISWANATH GANGULY** (PAN-ATXPG5751C), son of Late Santidhar Ganguly and Late Sabita Rani Ganguly, residing at 2nd Colony, P.O. Ganganagar, P.S. - Airport, Kolkata - 700132. District - North 24 Parganas, (2) **SRI TANMOY GANGULY** (PAN-CLHPG0667B), son of Late Santidhar Ganguly and Late Sabita Rani Ganguly, residing at Kazipara Iraboti Pally, P.O. & P.S. Barasat, Kolkata - 700124. District - North 24 Parganas, (3) **SRI AMAR GANGULY** (PAN-BCWPG7050D), son of Late Santidhar Ganguly and Late Sabita Rani Ganguly. residing at Ganganagar 2 No. Colony, P.O. - Ganganagar, P.S. - Airport. Kolkata - 700132, District - North 24 Parganas, (4) **SRI SAMAR KUMAR GANGULY** (PAN-AEGPG3448G), son of Late Santidhar Ganguly and Late Sabita Rani Ganguly, residing at Near Shiv Mandir, Dr. C. G. Road, Room No. 3/25, Ramtekdi. Chembur Camp, FCI S.O., Mumbai, Maharashtra, Pin-400074. presently residing at 2 No. Colony, P.O. - Ganganagar, P.S. -Airport, Kolkata - 700132, District - North 24 Parganas, (5) **SMT. KAMINI GHOSAL (GANGULY)** (PAN-BEOPG0565F). daughter of Late Santidhar Ganguly and Late Sabita Rani Ganguly, wife of Late Somenath Ghosal, residing at Pandit Quarters Type. 1/52 Ultadanga Main Road, P.O. & P.S. Ultadanga, Kolkata - 700067. District - Kolkata, all are by nationality - Indian, by religion - Hindu, by occupation - Nos. 1 & 4 Service, Nos. 2 & 3 Business. No. 5 House-wife, hereinafter jointly called and referred to as the "**OWNERS/ VENDORS**" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective legal heirs, executors, administrators, representatives and assigns);

The Owners/ Vendors herein represented by their lawful & constituted attorney "**BANIK CONSTRUCTION & SUPPLIERS**" (PAN AEAPB7429Q), a Proprietorship Firm© having ifs registered office at Ganganagar Old Jessore Road, P.O. - Ganganagar, P.S. - Airport. Kolkata - 700132, District - North 24 Parganas, represented by its Proprietor, **SRI HRISHIKESH BANIK**, (PAN - AEAPB7429Q), Son of Late Dr. Surendra Nath Banik, by nationality – Indian, religion - Hindu, by occupation - Business, residing at Ramohon Estate, Madhyamgram, P.O. & P.S. Madhyamgram, Kolkata 700129, District - North 24 Parganas, (By a Registered Development Power of Attorney After Registration of Development Agreement, being No. – 150201861, dated – 05/04/2022, registered with the office of D.S.R. II, North 24 Parganas, copied in Book No. – I, Volume No. 1502-2022, Pages from 63491 to 63524, being No. – 150201861 for the year 2022).

AND

**"BANIK CONSTRUCTION & SUPPLIERS" (PAN AEAPB7429Q)**, a Proprietorship Firm© having ifs registered office at Ganganagar Old Jessore Road, P.O. - Ganganagar, P.S. - Airport. Kolkata - 700132, District - North 24 Parganas, represented by its Proprietor, **SRI HRISHIKESH BANIK**, (PAN - AEAPB7429Q), Son of Late Dr. Surendra Nath Banik, by nationality – Indian, religion - Hindu, by occupation - Business, residing at Ramohon Estate, Madhyamgram, P.O. & P.S. Madhyamgram, Kolkata 700129, District - North 24 Parganas, hereinafter referred to as the "Developer / Promoter" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners).

AND

**1. SRI SUBHANKAR GHOSHAL (PAN No. APOPG0250R, Aadhaar No. 8505 5849 7122, Epic No. JSC2300010)**, son of Sekhar Ghoshal, by Occupation – Service and **2. SMT. RUNA GHOSHAL (PAN No. BOHPG1552D, Aadhaar No. 5141 4657 4234, Epic No. ILJ1245109)**, wife of Subhankar Ghoshal, by Occupation - Housewife, by faith - Hindu, by Nationality - Indian, both residing at Flat No. 405/C, Neelkanth Residency, Anand Vihar Colony, Ambedkarpath, Rukanpura, Dist. Patna, State – Bihar, Pin - 800014, hereinafter called the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees).

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

**WHEREAS:**

- A. the mother of the Land Owners herein namely Sabita Rani Ganguly (now deceased) during her lifetime purchased a piece and parcel of land measuring an area of 13 Decimals more or less out of 91 Decimals lying and situates at Mouza Ganganagar, J.L. No. 49, Re.Su. No. 1, Touzi No. 568, now 146, comprised in R.S. Dag No. 368 under R.S. Khatian No. 72, P.S. Barasat, now Airport, ADSRO Bidhannagar (Salt Lake City) , District – North 24-Parganas and within the local limits of Madhyamgram Municipality, by virtue of a Deed of Sale being No. 9545, dated 25/11/1957 duly registered in the office of the Sub-Registered by the then Vendor Sadhan Chandra Ghosh ( son of Late - Panchanan Ghosh) of Ganganagar and the said Deed was copied in Book No. I, Volume No. 89, pages from 290 to 291, being No. 9545 for the year 1957.
- B. The said Sabita Rani Ganguly further purchased a piece and parcel of land measuring an area of 20 Decimals more or less out of which land area 06 Decimals comprised in RS. Dag No 370, land area 06 Decimals comprised in R.S. Dag No. 371 under R.S. Khatian No. 109 and land area 08 Decimals comprised in R.S. Dag No. 369 under R.S. Khatian No. 72, lying and situates at Mouza Ganganagar, J.L. No. 49, Re.Su. No. 1, Touzi No. 1562 & 568, now 146, P.S. Barasat, now Airport, ADSRO Bidhannagar (Salt Lake City), District - North 24-

Parganas and within the local limits of Madhyamgram Municipality, by virtue of a Deed of Sale being No. 985, dated 17.04.1961, duly registered in the office of the District Registrar at North 24-Parnas, executed and registered by the then Vendor Nripendra Nath Basu of 8 No. Mohini Mohan Road, Bhawanipur, Kolkata and the said Deed was copied in Book No. Volume No. 75, pages from 98 to 102 being No. 985 for the year 1961.

- C. Thus by way of above mentioned two separate Deed of Sale said Sabita Rani Ganguly became the sole and absolute owner of 33 Decimals of land and recorded her name in the L.R. Settlement Record vide L.R. Khatian No. 268, R.S. & L.R. Dag Nos. 368, 369, 370, 371 of Mouza Ganganagar and had been seized and well possessed on the same without interruption of others.
- D. Subsequently said Sabita Rani Ganguly died intestate on 7.5.1993 leaving behind her four sons and one daughter, the Land Owner Nos. 1 to 5 herein as her legal heirs and survivors and as per provision of Dayabhaga Law, the Land Owners herein inherited the property left by their mother.
- E. thus the Land Owners herein become the joint owners of the aforesaid 33 Decimals of land by way of inheritance from their mother and they recorded their names in B.L. & L.R.O in the following manner :-
- i) The Land Owner No. 1 Sri Biswanath Ganguly in L.R. Khatian No. 944, R.S. & L.R. Dag Nos. 368, 369, 370,371 of Mouza – Ganganagar, land area 6.60 Decimals more or less.
  - ii) The Land Owner No. 2 Sri Tanmoy Ganguly in L.R. Khatian No. 941, R.S. & L.R. Dag Nos. 368, 369, 370,371 of Mouza – Ganganagar, land area 6.60 Decimals more or less.
  - iii) The Land Owner No. 3 Sri Amar Ganguly in L.R. Khatian No. 943, R.S. & L.R. Dag Nos. 368, 369, 370,371 of Mouza – Ganganagar, land area 6.60 Decimals more or less.
  - iv) The Land Owner No. 4 Sri Samar Ganguly in L.R. Khatian No. 940, R.S. & L.R. Dag Nos. 368, 369, 370,371 of Mouza – Ganganagar, land area 6.60 Decimals more or less.
  - v) The Land Owner No. 5 Smt. Kamini Ganguly in L.R. Khatian No. 942, R.S. & L.R. Dag Nos. 368, 369, 370,371 of Mouza – Ganganagar, land area 6.60 Decimals more or less.
- F. The Land Owners herein also mutated their names in the office of the Madhyamgram Municipality under Ward No. 26. Holding No. 80, Premises at 2 No. Colony, P.S. Madhyamgram, District - North 24-Parganas.
- G. the above named Owners are the sole and absolute owner of ALL THAT the piece or parcel of Revenue Paying Bastu Land measuring an area of 33 (Thirty Three) Decimals or 20 (Twenty) Cottahs more or less equivalent to I Bigha more or less lying and situates at MOUZA GANGANAGAR, J.L. No. - 49, Re.Su. No. - 1, Touzi No. - 146, Pargana

Anowarpur, the details of which is given as follows :-

**MOUZA - GANGANAGA**

R.S. & L.R. Dag No.	R.S. Khatian No.	L.R. Khatian No.	Area
368	72	944	2.60 Dec.
369	72	944	1.60 Dec.
370	109	944	1.20 Dec.
371	109	944	1.20 Dec.
368	72	941	2.60 Dec.
369	72	941	1.60 Dec.
370	109	941	1.20 Dec.
371	109	941	1.20 Dec.
368	72	943	2.60 Dec.
369	72	943	1.60 Dec.
370	109	943	1.20 Dec.
371	109	943	1.20 Dec.
368	72	940	2.60 Dec.
369	72	940	1.60 Dec.
370	109	940	1.20 Dec.
371	109	940	1.20 Dec.
368	72	942	2.60 Dec.
369	72	942	1.60 Dec.
370	109	942	1.20 Dec.
371	109	942	1.20 Dec.

Total land 33(thirty three) decimals or 20(twenty) cottahs more or less within the local limits of Madhyamgram Municipality, Ward No. 26, Holding NO. 80 at Premises No. 2 No. Colony, Ganganagar, in P.S. Barasat, now Airport, A.D.S.R. Barasat now Bidhannagar(Salt Lake City), District North 24-Parganas.

- H. The Landowners Sri Biswanath Ganguly, Sri Tanmoy Ganguly, Sri Amar Ganguly, Sri Samar Kumar Ganguly and Smt. Kamini Ghosal (Ganguly) declare that they have good marketable title over the said property and the said property, which is free from all sorts of encumbrances, attachments, interferences and disturbances from any other person or persons whatsoever.
- I. The Landowners have decided to develop the said property over the piece and parcel of land measuring about 33 (Thirty Three) Decimals or 20 (Twenty) Cottahs be the same little more or less by raising construction of a Multi-storied building upon the said property but due to their personal difficulties, they has decided to depute Developer for getting development of the said property and the developer herein coming to know the intention of the Owner, the Developer made necessary searches before concerned authority in respect of the said property and after their satisfaction the Developer has approached before the Owner to allow them to carry on the works at "AS IS WHERE IS" basis of the said property and the Owners have agreed with the above proposal.

- J. With a view to construct a Multi Storied Building said landowners **(1) SRI BISWANATH GANGULY (2) SRI TANMOY GANGULY, (3) SRI AMAR GANGULY (4) SRI SAMAR KUMAR GANGULY** and **(5) SMT. KAMINI GHOSAL (GANGULY)**, entered into a Registered Development Agreement, being No. – 150201854, dated – 05/04/2022 with **"BANIK CONSTRUCTION & SUPPLIERS" (PAN AEAPB7429Q)**, a Proprietorship Firm© having its registered office at Ganganagar Old Jessore Road, P.O. - Ganganagar, PS. - Airport. Kolkata - 700132, District - North 24 Parganas, represented by its Proprietor, **SRI HRISHIKESH BANIK**, (PAN - AEAPB7429Q), Son of Late Dr. Surendra Nath Banik, by nationality – Indian, religion - Hindu, by occupation - Business, residing at Ramohon Estate, Madhyamgram, P.O. & P.S. Madhyamgram, Kolkata 700129, District - North 24 Parganas , the Developer herein, under certain terms and conditions mentioned therein and the said Development Agreement was registered with the office of D.S.R. – II, North 24 Parganas, copied in Book No. – I, Volume No. – 1502-2022, Page No. – 63247 to 63311, being No. – 150201854 for the year 2022.
- K. Thereafter the said landowners also executed and Registered Development Power of Attorney After Registration of Development Agreement, being No. – 150201861, dated – 05/04/2022, registered with the office of D.S.R. II, North 24 Parganas, copied in Book No. – I, Volume No. 1502-2022, Pages from 63491 to 63524, being No. – 150201861 for the year 2022 in favour of said aforesaid Developer.
- L. The Said Land is earmarked for the purpose of building a [*commercial/residential/any other purpose*] project, comprising Flats / Shops / Garages/units/apartment of multistoried apartment buildings and the said project shall be known as '**S.S. Apartment**' ("Project");
- M. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the said land on which Project is to be constructed have been completed;
- N. The Madhyamgram Municipality has granted the commencement certificate to develop the Project vide approval dated 07/07/2022 bearing Plan No. – 30/MM 2022-23;
- O. The Promoter has obtained the final layout plan approvals for the Project from Madhyamgram Municipality. 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;
- P. The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at \_\_\_\_\_ on \_\_\_\_\_ under registration no. \_\_\_\_\_
- Q. The Allottee had applied for an apartment in the Project And has been allotted **Being Flat No. - "P", measuring a super built up area of 1344 sq.ft. more or less, at the South-East Facing, Front portion on the Third Floor with Car Parking Space measuring a super built up area about 135 sq.ft. more or less in Ground floor of the Building popularly known as " S.S. Apartment"** in the Premises No. 2 No. Colony, Ganganagar, in P.S. Barasaat, now Airport, within the local limits of Madhyamgram Municipality, Ward No. 26, Holding No. 80, District North 24-Parganas \_\_\_\_\_, as permissible under the

applicable law and of prorata 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 B);

- R. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- S. 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;
- T. The Parties, relying on the confirmations, representations and assurance so 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;
- U. In accordance with the terms and conditions set out in this Agreement and as mutually agreed up on by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the **Being Flat No. - "P", measuring a super built up area of 1344 sq.ft. more or less, at the South-East Facing, Front portion on the Third Floor with Car Parking Space measuring a super built up area about 135 sq.ft. more or less in Ground floor of the Building** as specified in paragraph Q;

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

**1. TERMS:**

Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the **Being Flat No. - "P", measuring a super built up area of 1344 sq.ft. more or less, at the South-East Facing, Front portion on the Third Floor with Car Parking Space measuring a super built up area about 135 sq.ft. more or less in Ground floor of the Building** as specified in paragraph R;

The Total Price for the **Being Flat No. - "P", measuring a super built up area of 1344 sq.ft. more or less, at the South-East Facing, Front portion on the Third Floor with Car Parking Space measuring a super built up area about 135 sq.ft. more or less in Ground floor of the Building** based on the area is **Rs. 40,63,200/- (Rupees Forty Lakh Sixty Three Thousand Two Hundred) only.**

Flat No. - "P", measuring a super built up area of 1344 sq.ft. more or less, at the South-East Facing, Front portion on the Third Floor	@ Rs. 2,800/- only per sq.ft. total consideration of Rs. 37,63,200/- only.

\*Provide break-up of the amounts such as cost of apartment, proportionate cost of common areas, preferential location charges, taxes etc.

[AND]

Car Parking Space measuring a super built up area about 135 sq.ft. more or less in Ground floor	Car Parking space total consideration Rs. 3,00,000/- only

**Explanation:**

(i) The Total Price above includes the booking amount paid by the allottee to the Promoter towards the **Being Flat No. - "P", measuring a super built up area of 1344 sq.ft. more or less, at the South-East Facing, Front portion on the Third Floor with Car Parking Space measuring a super built up area about 135 sq.ft. more or less in Ground floor of the Building;**

(ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, GST, CGST, if any as per law, and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter) up to the date of handing over the possession of the **Being Flat No. - "P", measuring a super built up area of 1344 sq.ft. more or less, at the South-East Facing, Front portion on the Third Floor with Car Parking Space measuring a super built up area about 135 sq.ft. more or less in Ground floor of the Building;**

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

(iii) The Promoter shall periodically intimate to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment **within 3(three) years** from the date of such written intimation. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts / rules/notifications together with dates from which such taxes / levies etc. have been imposed or become effective;

(iv) The Total Price of **Being Flat No. - "P", measuring a super built up area of 1344 sq.ft. more or less, at the South-East Facing, Front portion on the Third Floor with Car Parking Space**

**measuring a super built up area about 135 sq.ft. more or less in Ground floor of the Building** includes: 1) prorate share in the Common Areas; and 2) Garage (s)/closed parking (s) as provided in the Agreement.

The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

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

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

It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Allottee. Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.

The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate\* is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand that from the Allottee as per the next miles tone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this Agreement.

Subject to Clause 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the **Being Flat No. - "P", measuring a super built up area of 1344 sq.ft. more or less, at the South-East Facing, Front portion on the Third Floor with Car Parking Space measuring a super built up area about 135 sq.ft. more or less in Ground floor of the Building** as mentioned below:



(i) The Allottee shall have exclusive ownership of the **Being Flat No. - "P", measuring a super built up area of 1344 sq.ft. more or less, at the South-East Facing, Front portion on the Third Floor with Car Parking Space measuring a super built up area about 135 sq.ft. more or less in Ground floor of the Building ;**

(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 or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the promoter shall convey undivided proportionate title in the common areas to the association of allottees as provided in the Act;

(iii) That the computation of the price of the **Being Flat No. - "P", measuring a super built up area of 1344 sq.ft. more or less, at the South-East Facing, Front portion on the Third Floor with Car Parking Space measuring a super built up area about 135 sq.ft. more or less in Ground floor of the Building** 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, fire detection and firefighting equipment in the common areas etc. and includes cost for providing all other facilities as provided within the Project.

It is made clear by the Promoter and the Allottee agrees that the **Being Flat No. - "P", measuring a super built up area of 1344 sq.ft. more or less, at the South-East Facing, Front portion on the Third Floor with Car Parking Space measuring a super built up area about 135 sq.ft. more or less in Ground floor of the Building** 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 use and enjoyment of the Allottees of the Project.

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

The Promoter agrees to pay all outgoings before transferring the physical possession of the apartment to the Allottees, which it has collected from the Allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottees, the Promoter agrees to be liable, even after the

transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken there for by such authority or person.

The Allottee has paid a sum of **Rs. 5,00,000/- (Rupees Five Lakh) only** as booking amount being part payment towards the Total Price of the **Being Flat No. - "P", measuring a super built up area of 1344 sq.ft. more or less, at the South-East Facing, Front portion on the Third Floor with Car Parking Space measuring a super built up area about 135 sq.ft. more or less in Ground floor of the Building** at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment/flat and Garage as prescribed in the Payment Plan as may be demanded by the Promoter within the time and in the manner specified therein:

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

## **2. MODE OF PAYMENT**

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/demand draft or online payment (as applicable) in favour of **"BANIK CONSTRUCTION & SUPPLIERS"** payable at **Kolkata**.

## **3. COMPLIANCE OF LAWS RELATING TO REMITTANCES**

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

The Promoter accepts no responsibility in this regard. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible

towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application allotment of the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

#### **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, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

#### **5. TIME IS ESSENCE**

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

#### **6. CONSTRUCTION OF THE PROJECT/APARTMENT**

The Allottee has seen the specifications of the Apartment/flat and Garage and accepted the Payment Plan, floor plans, layout plans [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and Provisions prescribed by the [Please insert the relevant laws in .....force] and shall not have an option to make any variation / alteration /modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

#### **7. POSSESSION OF THE APARTMENT/PLOT**

Schedule for possession of the said Apartment/flat and Garage : The Promoter agrees and understands that timely delivery of possession of the Apartment/flat and Garage is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over **possession of the Apartment/flat and Garage within 3(three) years from the date of execution of this Agreement for Sale.**

Unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project("Force Majeure"). If however, the completion of the Project is delayed due to the Force Majeure

conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment/flat and Garage , provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 days from that date. After refund of the money paid by the Allottee, Allottee agrees that he/she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

Procedure for taking possession The Promoter, upon obtaining the occupancy certificate\* from the competent authority shall offer in writing the possession of the Apartment/flat and Garage, to the Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter shall give possession of the Apartment/flat and Garage to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter/association of allottees, as the case maybe. The Promoter on its behalf shall offer the possession to the Allottee in writing within .....days of receiving the occupancy certificate\* of the Project.

**Failure of Allottee to take Possession of Apartment/flat and Garage :** Upon receiving a written intimation from the Promoter as per clause 7.2, the Allottee shall take possession of the Apartment/flat and Garage from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Apartment/flat and Garage to the allottee. In case the Allottee fails to take possession within the time provided in clause 7.2, such Allottee shall continue to be liable to pay maintenance charges as applicable.

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

**Cancellation by Allottee** - The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act:

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

## **Compensation-**

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

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

## **8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER**

The Promoter/Developer here by represents and warrants to the Allottee as follows:

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

(ii) The Promoter/Developer 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;

[in case there are any encumbrances on the land provide details of such encumbrances including any rights, title, interest and name of party in or over such land]

(iv) There are no litigations pending before any Court of law with respect to the said Land, Project or the Apartment/flat and Garage ;

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

(vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, where by 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/flat and Garage 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/flat and Garage to the Allottee in the manner contemplated in this Agreement;

(ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment/flat and Garage to the Allottee and the common areas to the Association of the Allottees;

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

(xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other out goings, whatsoever, payable with respect to the said project to the competent Authorities;

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

(xiii) That the property is not Waqf property.

## **9. EVENTS OF DEFAULTS AND CONSEQUENCES**

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

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

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

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 miles tones and only there after the Allottee be required to make the next payment without any penal interest; or

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

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

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 made 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 specified in the Rules.

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

## **10. CONVEYANCE OF THE SAID APARTMENT**

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

## **11. MAINTENANCE OF THE SAID BUILDING/APARTMENT/PROJECT**

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

The Purchaser shall not for any reason whatsoever obstruct or withheld or in any way interfere with the construction of the said building or part thereof, notwithstanding any temporary inconvenience caused rather they shall cooperate the Vendors/ Developer to facilitate the constructional work and also co-operate the Vendors/ Developer/ Co-Owners in the management and maintenance of the building and formation of the Association.

As long as the said flat with Car Parking Space in the said building is not separately assessed for municipal taxes and other charges, the Purchaser shall pay proportionate -share of water charges and municipal taxes and other statutory taxes as assessed on the whole building to the Vendors/Developer and on its formation ; to the Association. Once the flat with Car Parking Space is separately assessed the Purchaser shall be liable directly to the authority/ department concerned for such payment of rates and taxes. The Vendors/Developer, upon formation of the Association would reserve the right to take any legal action against the Purchaser to realize the sum, if due on his account for the monthly cost of maintenance and the proportionate municipal taxes.

The Purchaser shall pay the common expenses regularly and punctually within 7<sup>th</sup> of every current month or on demand made by the Vendors/Developer/Association in respect of all outgoings including cost of maintenance and the rates and taxes for the land and the building and the flat until it is assessed separately. The Purchaser shall pay and meet all the charges for electricity and other utilities/ services Municipal rates or taxes relating to the flat with Car Parking Space wholly upon mutation. Beside the above the Purchaser shall pay the cost of maintenance of common service & facilities.

After delivery of possession maintenance cost will be borne by the flat owners.

## **12. DEFECTLIABILITY**

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5(five) years by the Allottee from the date of handing over possession,

It shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.



### **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/flat and Garage 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 Common Areas, garages / closed parking's and parking

spaces for providing necessary maintenance services and the Allottee agrees to permit the association of allottees and/or maintenance agency to enter into the Apartment/flat and Garage or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

### **15. USAGE**

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the “ **S.S. Apartment**” , shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of allottees formed by the Allottees for rendering maintenance services.

**16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:** Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment/flat and Garage at his/her own cost, in good repair and condition and shall not do anything in or to the Building, or the Apartment/flat and Garage , or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment/flat and Garage and keep the Apartment/flat and Garage , its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging there to, 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/flat and Garage 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/flat and Garage . The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of allottees and/or maintenance agency appointed by association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

#### **17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE**

The Allottee is entering into this Agreement for the allotment of a Apartment/flat and Garage 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/flat and Garage , all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the Apartment/flat and Garage 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/flat and Garage 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/flat and Garage .

#### **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 there with 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 here of 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 here to 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/flat and Garage , in case of a transfer, as the said obligations go along with the Apartment/flat and Garage 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 maybe, 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/flat and Garage bears to the total carpet area of all the Apartment/flat and Garage 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:

- 1. SRI SUBHANKAR GHOSHAL**
- 2. and 2. SMT. RUNA GHOSHAL** (Name of Allottee)  
Flat No. 405/C, Neelkanth Residency, Anand Vihar Colony,  
Ambedkarpath, Rukanpura, Dist. Patna, State – Bihar,  
Pin - 800014 (Allottee Address)

M/s. "BANIK CONSTRUCTION & SUPPLIERS" ( Promoter name)  
Ganganagar Old Jessore Road, P.O. - Ganganagar,  
P.S. - Airport. Kolkata - 700132, District - North 24 Parganas  
(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 may be.

### 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 there of and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the Adjudicating Officer appointed under the Act.

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

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.

**SIGNED AND DELIVERED BY THE WITHIN NAMED**

Allottee:(including joint buyers)

(1)\_\_\_\_\_

(2)\_\_\_\_\_

At\_\_\_\_\_on\_\_\_\_\_inthepresenceof:

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**SIGNEDANDDELIVEREDBYTHEWITHINNAMED**

Promoter:

(1) \_\_\_\_\_

(Authorized Signatory)

Please  
affix photograph  
and  
signature  
across the  
photograph

WITNESSES:

1. Signature \_\_\_\_\_ Name

-Address \_\_\_\_\_

2. Signature \_\_\_\_\_

Name-Address \_\_\_\_\_

**SCHEDULE ABOVE REFERRED TO**

**ENTIRE PROTECT PROPERTY**

ALL THAT the piece or parcel of Revenue paying Bastu Land measuring an area of 33 (Thirty Three) Decimals or 20 (Twenty) Cottahs more or less equivalent to 1 Bigha more or less lying and situated at MOUZA GANGANAGAR, J.L. No. - 49, Re.Su. No. - 1, Touzi No. - 146, Pargana Anowarpur, the details of which is given as follows :

**MOUZA - GANGANAGA**

R.S. & L.R. Dag No.	R.S. Khatian No.	L.R. Khatian No.	Area
368	72	944	2.60 Dec.
369	72	944	1.60 Dec.
370	109	944	1.20 Dec.
371	109	944	1.20 Dec.
368	72	941	2.60 Dec.
369	72	941	1.60 Dec.
370	109	941	1.20 Dec.
371	109	941	1.20 Dec.
368	72	943	2.60 Dec.
369	72	943	1.60 Dec.
370	109	943	1.20 Dec.
371	109	943	1.20 Dec.
368	72	940	2.60 Dec.
369	72	940	1.60 Dec.
370	109	940	1.20 Dec.
371	109	940	1.20 Dec.
368	72	942	2.60 Dec.
369	72	942	1.60 Dec.
370	109	942	1.20 Dec.
371	109	942	1.20 Dec.

Total land 33(thirty three) decimals or 20(twenty) cottahs more or less within the local limits of Madhyamgram Municipality, Ward No. 26, Holding NO. 80 at Premises No. 2 No. Colony, Ganganagar, in P.S. Barasaat, now Airport, A.D.S.R. Barasat now Bidhannagar(Salt Lake City), District North 24-Parganas, together with all easement right, which is butted and bounded by :-

ON THE NORTH : 12' ft. wide Municipal Road ;

ON THE SOUTH : 25' ft. wide Municipal Road ;

ON THE EAST : House of Hrishikesh Banik ;

ON THE WEST : House of Biswanath Oraon;

#### **SCHEDULE'A'**

**[Description of the Flat and Garage/car parking space to be sold]**

**ALL THAT** piece and parcel of a residential **Being Flat No. - "P"**, measuring a super built up area of 1344 sq.ft. more or less, at the South-East Facing, Front portion on the Third Floor consisting of 03 Bed Rooms, 01 Kitchen, 01 Verandah, 01 Drawing and Dining, 01 W.C and 01 Toilet etc. with open car parking space measuring about super built up area 135 sq.ft. more or less on the Ground Floor of the Multi-storied building popularly known as " S.S. Apartment" lying at Premises No. 2 No. Colony, Ganganagar, in P.S. Barasaat, now Airport, within the local limits of Madhyamgram Municipality, Ward No. 26, Holding No. 80, District North 24-Parganas, together with the undivided proportionate share, right, title, interest, possession of the said First Schedule of land underneath along with undivided proportionate share and right of all common facilities and common amenities belonging to the said building as well as belonging to the said Premises including all easement rights and all rights of ingress and egress, at the said schedule property of the said building including common roof right hereby agreed to sell and transfer by the Owners/Developer to the Purchaser.

#### **SCHEDULE'B'**

**FLOOR PLAN OF THE APARTMENT**

#### **SCHEDULE'C'–**

**PAYMENT PLAN BY THE ALLOTTEE**

**Total consideration of the said flat is Rs. 40,63,200/- (Rupees Forty Lakh Sixty Three Thousand Two Hundred) only and the Purchaser will pay the said consideration to the Developer as following manner :-**

Sl. No.	Particulars	Percentage	Amount (Rs.)
1.	On Agreement		Rs. 5,00,000/-
2.	2 <sup>nd</sup> floor roof casting		
3.	3 <sup>rd</sup> floor roof casting		
4.	4 <sup>th</sup> floor roof casting		
5.	Balance Payment <b>within 3(three) years from the date of execution of this Agreement for Sale</b> , at the time of Registration and/or at the time of handing over possession of the flat whichever is earlier		
<b>Total-</b>			<b>Rs. 40,63,200/-</b>