

AGREEMENT FOR SALE

This Agreement for Sale ("**Agreement**") executed on this ____ day of _____, 20
_____.

By and Between

(1) **TARUN ROY** (having PAN : ADEPR2449D, having Aadhaar No. 4563 5419 2790) son of Late Santosh Roy, residing at 151, Main Road East, New Barrackpur, P.O. New Barrackpor, P.S. Ghola, District- North 24 Parganas, PIN- 700131, West Bengal, by faith Hindu, by occupation- Business, by Nationality- Indian (2) **SMT. JASBINDER KOUR** (having PAN : BJPPK3498F, Aadhaar No. 5563 0819 3277) wife of Sri Aniruddha Sinha, permanent resident of 24/3, Jadu Nath Ukil Road, P.O. Paschim Putiari, P.S. Thakurpukur, now P.S. Haridevpur, Kolkata- 700041, District- South 24 Parganas, by occupation- Service, by faith Hindu, by Nationality- Indian and (3) **SRI ANIRUDDHA SINHA** (having PAN : CEFPS4136C, Aadhaar No. 798775142691) son of Sri Ashutosh Sinha, permanent resident of 24/3, Jadu Nath Ukil Road, P.O. Paschim Putiari, P.S. Thakurpukur, now P.S. Haridevpur, Kolkata- 700041, District- South 24 Parganas, by occupation- Service, by faith Hindu, by Nationality- Indian, both presently residing at 225/1, Green Park, Block- A, Police Station- Lake Town, Kolkata- 700055 in the District of North 24-Parganas, hereinafter called the “**LAND OWNERS**” (which expression shall unless excluded by or repugnant to the context or subject be deemed to mean and include their and each of their legal heirs, executors, administrators, representatives, nominees and assigns) of the **FIRST PART**,

The said Land owner No. 1 represented his constituted Attorney **GAYEN CONSTRUCTION** (having PAN : AARFG6079L), a partnership firm, having its office at 68/118, Amarpally Road, P.O – Motijhil, P.S. Dum Dum, Kolkata – 700074, District – North 24 Parganas, represented by its Partners namely (1) **SHRI BINOY GAYEN** (having PAN : BFAPG1222G, Aadhaar No. 8539 7444 6617, Mob. 8013210873) Son of Shri Bipul Gayen, residing at Nutan Pally, Jatragachi, P.O – Gouranganagar, P.S – New Town, Kolkata – 700059, by occupations – Business, by faith Hindu, by Nationality- Indian and (2) **SHRI ANIRUDDHA SINHA** (having PAN : CEFPS 4136C, Aadhaar No. 7987 7514 2691, Mob : 8820258743), son of Shri Ashutosh Sinha, residing at 24/3, Jadunath Ukil Road, Paschim Putiary, Circus Avenue, P.O. Paschim Putiary, P.S. Haridevpur (previously P.S. Thakurpukur), Kolkata – 700 041, by occupation- Business, by faith – Hindu, by Nationality Indian, by a Development Power of Attorney, registered at the office of the District Sub-Registrar –I North 24 Parganas and recorded in Book No. I, Volume No. 1501-2022, Pages from 154842 to 154874, Being No. 150102579 for the year 2022 on 16/02/2022 AND the Land owner Nos. 2 & 3 represented their constituted Attorney **GAYEN CONSTRUCTION** (having PAN : AARFG6079L), a partnership firm, having its office at 68/118, Amarpally Road, P.O – Motijhil, P.S. Dum Dum, Kolkata – 700074, District – North 24 Parganas, represented by its Partners namely (1) **SHRI BINOY GAYEN** (having PAN : BFAPG1222G, Aadhaar No. 8539 7444 6617, Mob. 8013210873) Son of Shri Bipul Gayen, residing at Nutan Pally, Jatragachi, P.O – Gouranganagar, P.S – New Town, Kolkata – 700059, by occupations – Business, by faith Hindu, by Nationality- Indian and (2) **SHRI ANIRUDDHA SINHA** (having PAN :

CEFPS 4136C, Aadhaar No. 7987 7514 2691, Mob : 8820258743), son of Shri Ashutosh Sinha, residing at 24/3, Jadunath Ukil Road, Paschim Putiary, Circus Avenue, P.O. Paschim Putiary, P.S. Haridevpur (previously P.S. Thakurpukur), Kolkata – 700 041, by occupation- Business, by faith – Hindu, by Nationality Indian, by a Development Power of Attorney, registered at the office of the Additional Registrar of Assurances-I, Kolkata and recorded in Book No. I, Volume No. 1901-2022, , Pages from 205272 to 205291, Being No. 190103261 , for the year 2022 on their behalf as their Constituted Attorney.

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GAYEN CONSTRUCTION (having PAN : AARFG6079L), a partnership firm, having its office at 68/118, Amarpally Road, P.O – Motijhil, P.S. Dum Dum, Kolkata – 700074, District – North 24 Parganas, represented by its Partners namely (1) **SHRI BINOY GAYEN** (having PAN : BFAPG1222G, Aadhaar No. 8539 7444 6617, Mob. 8013210873) Son of Shri Bipul Gayen, residing at Nutan Pally, Jatragachi, P.O – Gouranganagar, P.S – New Town, Kolkata – 700059, by occupations – Business, by faith Hindu, by Nationality- Indian and (2) **SHRI ANIRUDDHA SINHA** (having PAN : CEFPS 4136C, Aadhaar No. 7987 7514 2691, Mob : 8820258743), son of Shri Ashutosh Sinha, residing at 24/3, Jadunath Ukil Road, Paschim Putiary, Circus Avenue, P.O. Paschim Putiary, P.S. Haridevpur (previously P.S. Thakurpukur), Kolkata – 700 041, by occupation- Business, by faith – Hindu, by Nationality Indian, hereinafter referred to as the “**DEVELOPER**” (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors, successors-in-office and assigns) of the **SECOND PART**.

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Ms. /Mr. /Mrs. _____ (having PAN: _____, Aadhaar No. _____, aged about.....)son /daughter/wife of _____, residing _____ at _____

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, representatives, nominees and assigns) of the **THIRD PART** ;

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

WHEREAS The New Barrackpore Co-operative Colony Society Limited subsequently renamed as New Barrackpore Co-operative Homes Limited was the absolute owner of land measuring an area of of **5(five) Cottahs 11 (eleven) Chittacks 4(four) square feet** more or less comprised in C.S. & R.S. Dag No. 205, **L.R. Dag No. 1588**, under L.R. Khatian No. 1247, lying at Mouza- **AHARAMPUR**, J.L. No. 35, R.S. No. 96, Touzi No. 172, within the New Barrackpur Municipality, Municipal Holding Nos. 147/2, 147/1, 147 and 146, Ward No. 01, PIN- 700131, within the jurisdiction of Khardah, thereafter Ghola now New Barrackpur Police Station, in the District of North 24 Parganas, State – West Bengal.

AND WHEREAS on the basis of West Bengal Development and Planning Act IV, 1948 which was notified in the Calcutta Gazette Notification No. 23878, Pages No. 2308 to 2309 for State Government have acquired a huge areas of land and on the basis of an Agreement made in the year 1953 between the State Government and the New Barrackpore Co-operative Homes Limited, the State Government have allowed the New Barrackpore Co-operative Homes Limited to distributed same plots of land in favour of the actual displaced person who are coming from East Bengal as per Sub-Section (2) Section 10 of the West Bengal Land Development and Planning Act. 1948.

AND WHEREAS the Land owner No. 1 Shri Tarun Roy being one of the displaced persons from East Bengal and as been occupied the entire property since 07/02/1969 and in this connection, the said New Barrackpore Co-operative Homes Limited was allotted 5 Cottahs 11 Chittacks 4 Sq.ft. of land lying at Aharampur, J.L. No. 35, R.S. No. 98, comprised in C.S. & R.S. Dag No. 205, corresponding to L.R. Dag No. 1588, under L.R. Khatian No., 1247 to said Shri Tarun Roy (the land owner No. 1 herein) by two separate registered Deed of Conveyances one recorded in Book No. I, Being No. 150100870 & 150100871 both dated 20/01/2022 both registered at the office of the D.S.R.-I Barasat, North 24 Parganas.

AND WHEREAS while seized and possessed of the said plot of land, the said Land owner No. 1 Shri Tarun Roy entered into one DEVELOPMENT AGREEMENT with the present Developer which registered at the office of the District Sub-Registrar –I, Barasat North 24 Parganas and recorded in Book No. I, Volume No. 1501-2022, Pages from 156450 to 156493, Being No. 150102570 for the year 2022 on 16/02/2022 for such construction of multi storied building on the said land measuring 5 Cottahs 11 Chittacks 4 Sq.ft. more or less under some terms and conditions mentioned thereon and subsequently he has empowered to said Developer for such construction of said building and given rights to sell the Developer's allocation, by a registered Development Power of Attorney, registered at the office of the District Sub-Registrar –I North 24 Parganas and recorded in Book No. I, Volume No. 1501-2022, Pages from 154842 to 154874, Being No. 150102579 for the year 2022 on 16/02/2022.

WHEREAS One Smt. Kamala Bala Das was the owner of land measuring an area of 5 (five) Cottahs be the same a little more or less comprised in C.S. & R.S. Dag No. 200 under Khatian No. 171, lying at Mouza- **AHARAMPUR**, J.L. No. 35, R.S. No. 96, Touzi No. 172, within the local limits of New Barrackpur Municipality, within the jurisdiction of Khardah Police Station, in the District of North 24 Parganas by virtue of purchase from The New Barrackpur Co-Operative Society Homes Limited, by a registered **Deed of Sale** registered at the office of the Sub-Registrar Barrackpur and recorded in Book No. I, Volume No. 12, Being No. 168 in the year 1978 on 09/01/1978 against valuable consideration mentioned thereon. After purchased the said land, the said Smt. Kamala Bala Das duly mutated her name in the New Barrackpur Municipality, Being Municipal Holding No. 130, under Ward No. 1, as absolute owner and possessor thereof.

AND WHEREAS while seized and possessed of the said plot of land measuring an area of 5 (five) Cottahs, the said Smt. Kamala Bala Das referred therein as the Vendor sold transferred and conveyed her right title and interest of said land to one **Samarendranath Saha** son of Shri Kalipada Saha, resident of No. 1/5, Sir Gurudas Road, P.S. Beliaghata, Kolkata, referred therein as the Purchaser, by a registered **Deed of Sale** registered at the office of the District Registrar Barasat, North 24 Parganas and recorded in Book No. I, Volume No. 53, Pages from 216 to 222, Being No. 3006 in the year 1978 on 10/07/1978 against valuable consideration mentioned thereon.

AND WHEREAS while seized and possessed of the said plot of land measuring 05 Cottahs, the said **Samarendranath Saha** duly recorded his name to the BL & LR office in L.R. Settlement Operation being **L.R. Khatian No. 1093** and the said R.S. Dag No. 200 has been converted into **L.R. Dag No. 1572** and the office authority recorded the said land measuring 08 Decimals as 0.8000 share out of total 10 Decimals as absolute owner and possessor thereof.

AND WHEREAS while seized and possessed of the said plot of land measuring 05 Cottahs equivalent to 08 Decimals more or less, the said **Samarendranath Saha** died on 17/11/2012 intestate leaving behind his wife namely Smt. Gitarani Saha, one son Shri Subir Saha and one daughter Smt. Sujata Chandra as his legal heirs to his estate and they become the owners of said land in terms of the Hindu Succession Act. 1956 and/or by virtue of inheritance from their husband and father respectively absolutely free from all encumbrances whatsoever.

AND WHEREAS while seized and possessed of the said plot of land, the said (i) Smt. Gitarani Saha, wife of late Samarendranath Saha (2) Shri Subir Saha, son of late Samarendranath Saha and (iii) Smt. Sujata Chandra, Daughter of late Samarendranath Saha all resident of 130, Main Road (East), P.O. New Barrackplur, P.S. Ghola, District North 24 Parganas, Kolkata- 700 131 jointly referred therein as the Vendors sold transferred and conveyed their right title and interest of said rayat dakhali bastu land measuring an area of **3 (three) Cottahs 8(eight) Chittacks** vacant bastu land comprised in C.S. & R.S. Dag No. 200, **L.R. Dag No. 1572** under L.R. Khatian No. 1093, lying at Mouza- **AHARAMPUR**, J.L. No. 35, R.S. No. 96, Touzi No. 172, within the local limits of New Barrackpur Municipality, Municipal Holding No. 130, Ward No. 01, within the jurisdiction of Khardah, thereafter Ghola now New Barrackpur Police Station, in the District of North 24 Parganas to (1) **Swapan Das** son of Late Upendra Nath Das, resident of 242, S.N. Banerjee Road, P.O. New Barrackpore, P.S. Ghola now P.S. New Barrackpur, Kolkata- 700 131, District- North 24 Parganas and (2) **Bivash Baran Dey** son of Late Mrinal Kanti Dey, resident of Rabindrapally, P.O. Madhyamgram Bazar, P.S. Madhyamgram, Kolkata- 700 130, District- North 24 Parganas, jointly referred therein as the Purchasers, by a registered Deed of Sale (bengali language- Suff Bikray Kobala) registered at the office of the District Sub-Registrar-I North 24 Parganas Barasat and recorded in Book No. I, Volume No. 1501-2020, Pages from 37181 to 37219, Being No. 150100935 in the year 2020 registered on 03/02/2020 which executed on 24/01/2020 against valuable consideration mentioned thereon.

AND WHEREAS while seized and possessed of the said plot of said land by virtue of above purchase, the said **Swapan Das** duly recorded his name in respect of land measuring 1 (one) Cottah 12 (twelve) Chittacks as $\frac{1}{2}$ share out of said 3 Cottahs 8 Chittacks to the BL & LR office in L.R. Settlement Record of Rights being **L.R. Khatian No. 2120** comprised in L.R. Dag No. 1572 and **Bivash Baran Dey** duly recorded his name in respect of land measuring 1 (one) Cottah 12 (twelve) Chittacks as $\frac{1}{2}$ share out of said 3 Cottahs 8 Chittacks to the BL & LR office in L.R. Settlement Record of Rights being **L.R. Khatian No. 2128** comprised in L.R. Dag No. 1572, as absolute owners and possessors thereof and thereafter they have mutated their names to the New Barrackpur Municipality being new Municipal Holding No. 130/1 also, and thereafter they made thereon 200 sft. tiles shaded cement flooring rooms for their residential purpose.

AND WHEREAS while seized and possessed of the said property the said (1) **Swapan Das** son of Late Upendra Nath Das, resident of 242, S.N. Banerjee Road, P.O. New Barrackpore, P.S. Ghola now P.S. New Barrackpur, Kolkata- 700 131, District- North 24 Parganas, West Bengal and (2) **Bivash Baran Dey** son of Late Mrinal Kanti Dey, resident of Rabindrapally, P.O. Madhyamgram Bazar, P.S. Madhyamgram, Kolkata- 700

130, District- North 24 Parganas, West Bengal, jointly sold transferred and conveyed their right title and interest of said plot of bastu land measuring an area of **3 (three) Cottahs 8(eight) Chittacks** with tiles shaded rooms measuring 200 sft. more or less comprised in C.S. & R.S. Dag No. 200, **L.R. Dag No. 1572** under present **L.R. Khatian Nos. 2120 & 2128** which comes from previous L.R. Khatian No. 1093, lying at Mouza- **AHARAMPUR**, J.L. No. 35, R.S. No. 96, Touzi No. 172, within the local limits of New Barrackpur Municipality, Municipal Holding No. 130/1, Ward No. 01, within the jurisdiction of within the jurisdiction of Khardah, thereafter Ghola now New Barrackpur Police Station, in the District of North 24 Parganas to (1) **Smt. Jasbinder Kour** wife of Sri Aniruddha Sinha and (2) **Sri Aniruddha Sinha** son of Sri Ashutosh Sinha, both permanent resident of 24/3, Jadu Nath Ukil Road, P.O. Paschim Putiari, P.S. Thakurpukur, now P.S. Haridevpur, Kolkata- 700041, District- South 24 Parganas (the **OWNERS** herein) referred therein as the Purchasers, by a registered **DEED OF CONVEYANCE**, registered at the office of the A.R.A.-I, Kolkata and recorded in Book No. I, Being No. **190103061** in the year 2022 on 04/04/2022 against valuable consideration mentioned thereon.

AND WHEREAS by virtue of above purchase, the said land Owner Nos. 1 & 2 herein are jointly seized and possessed of the said bastu land measuring an area of **3 (three) Cottahs 8(eight) Chittacks** with tiles shaded rooms measuring 200 sft. more or less comprised in C.S. & R.S. Dag No. 200, **L.R. Dag No. 1572** under present **L.R. Khatian Nos. 2120 & 2128** which comes from previous L.R. Khatian No. 1093, lying at Mouza- **AHARAMPUR**, J.L. No. 35, R.S. No. 96, Touzi No. 172, within the local limits of New Barrackpur Municipality, Municipal Holding No. 130/1, Ward No. 01, within the jurisdiction of within the jurisdiction of Khardah, thereafter Ghola now New Barrackpur Police Station, in the District of North 24 Parganas described in the First Schedule hereinafter written and have been enjoying the same as per demarcation peacefully, freely, absolutely and without any interruptions from any corners whatsoever.

AND WHEREAS with a view to develop the said land by raising construction of a multi storied building, the said land owner Nos. 2 & 3 entered into one **DEVELOPMENT AGREEMENT** with the present Developer which registered at the office of the Addl. Registrar of Assurances-I Kolkata and recorded in Book No. I, Volume No. 1901-2022, Pages from 204882 to 204913, **Being No. 190103247 for the year 2022** on 09/04/2022 and subsequently they empowered to said Developer by a registered **Development Power of Attorney**, registered at the office of the Addl. Registrar of Assurances-I Kolkata and recorded in Book No. I, Volume No. 1901-2022, Pages from 2052722 to 205291, **Being No. 190103261 for the year 2022** on 09/04/2022 for such constructions of multi storied building and given power to sell the developer's allocation on their behalf as their constituted attorney.

AND WHEREAS thereafter the said land owner Nos. 1 to 3 amalgamated the said land into one single plot and after amalgamation, the said land comes as land area total **9(nine) Cottahs 3 (three) Chittacks 4(four)) Sft.** more or less comprised in C.S. & R.S. Dag Nos. 200 & 205 corresponding to **L.R. Dag Nos. 1572 & 1588**, under present **L.R. Khatian Nos. 2120, 2128, 1247**, lying at Mouza- **AHARAMPUR**, J.L. No. 35, R.S. No. 96, Touzi No. 172, within the local limits of New Barrackpur Municipality, and the New Barrackpur Municipality issued new and **fresh** Municipal **Holding No. 146**, Ward No. 01, PIN- 700131, within the jurisdiction of Khardah, thereafter Ghola now New Barrackpur Police Station, in the District of North 24 Parganas, State – West Bengal more fully and particularly described in the **SCHEDULE- A** hereunder written and hereinafter for the sake of brevity be referred to as the **“SAID LANDED PROPERTY”**, free from encumbrances;

- A. The Said Land is earmarked for the purpose of commercial-cum-residential, multistoried (G+IV) building consists with various Blocks and the said project shall be known as ‘**URBAN ENCLAVE**’ ("Project");
- B. 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;
- C. The **New Barrackpur Municipality** has granted the **commencement certificate** to develop the Project vide approval dated bearing no _____;
- D. The Promoter has obtained the **final layout plan approvals** for the **Project** from **New Barrackpur 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;
- E. The Promoter has **registered the Project** under the provisions of the Act with the **Real Estate Regulatory Authority** at _____no. _____ on _____ under registration .
- F. The Allottee had applied for an apartment in the Project **vide application no. dated _____ and has been allotted apartment No. _____, having carpet area _____ square feet, Type _____, on _____ floor, tower/block/building No. _____ along with one Garage/closed parking No. _____, admeasuring _____ Square feet** 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 B); 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;

- G. 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;
- H. 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 and the garage/closed parking** (if applicable) as specified in paragraph G;

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 **said Flat and Parking Space** as specified in paragraph H;

The Total Price for the **Apartment and Car Parking Space** based on the carpet area is Rs _____ (Rupees _____ only) ("**Total Price**") under the following break-up :

Details of Flat/Apartment	Rate of Apartment per square feet (such as cost of apartment, proportionate cost of common areas, preferential location charges, taxes etc.)
Block /Building/Tower No. _____ Apartment No. _____ Type _____ Floor _____	

Details of Garage/Closed Parking 1	Price for 1
Garage/Closed Parking -2	Price for 2

Explanation:

- (i) The Total Price above includes the booking amount paid by the allottee to the Promoter towards the [Apartment];
- (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 [Apartment]:

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 30 (thirty) days from the date of such written intimation. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/ notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
- (iv) The Total Price _____ of [Apartment] includes: 1) pro rata 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.

[Applicable in case of an apartment] 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 milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this Agreement.

Subject to Clause 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the [Apartment/ Plot] as mentioned below:

- (i) The Allottee shall have exclusive ownership of the [Apartment];
- (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 [Apartment] 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 [Apartment] along with garage/closed parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the 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

_____ shall not form a part of the declaration to be filed with the Competent Authority in accordance with the West Bengal Apartment Ownership Act, 1972

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

The Allottee has paid a sum of Rs _____, (Rupees _____ only) as **booking amount** being part payment towards the Total Price of the [Apartment] 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] 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 ' _____ ' payable at _____.

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 thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to 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] 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] 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 related laws 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**

Schedule for possession of the said Apartment: The Promoter agrees and understands that timely delivery of possession of the [Apartment] is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the [Apartment] on _____ unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature

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

Procedure for taking possession – The Promoter, upon obtaining the occupancy certificate* from the competent authority shall offer in writing the possession of the [Apartment], to the Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter shall give possession of the [Apartment] to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of 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 may be. 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]: Upon receiving a written intimation from the Promoter as per clause 7.2, the Allottee shall take possession of the [Apartment] from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the [Apartment] to the allottee. In case the Allottee fails to take possession within the time provided 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] to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of the Allottees or the competent authority, as the case may be, as per the local laws.

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

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

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 with respect to the

said Land, Project or the [Apartment];

- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and [Apartment] are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and [Apartment] and common areas;
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said [Apartment] which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [Apartment] to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the [Apartment] to the Allottee and the common areas to the Association of the Allottees;
- (x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;
- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project;
- (xiii) That the property is not Waqf property.

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

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

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

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

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

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

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].

12. DEFECT LIABILITY

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the 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] 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] 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 'URBAN ENCLAVE' (project name), 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] at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the [Apartment], or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the [Apartment] and keep the [Apartment], its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same

in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized. The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the [Apartment] or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the [Apartment]. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of allottees and/or maintenance agency appointed by association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE

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

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/ 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/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], in case of a transfer, as the said obligations go along with the [Apartment] 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] 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 Barasat/Kolkata 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 and Address of Allottee :

Name and Address of Promoter /Developer :**GAYEN CONSTRUCTION**

a partnership firm, having its office at 68/118, Amarpally Road,
 P.O – Motijhil, P.S. Dum Dum, Kolkata – 700074, District – North 24 Parganas,
 represented by its Partners namely

(1) SHRI BINOY GAYEN

Son of Shri Bipul Gayen, resident of Nutan Pally, Jatragachi,
 P.O – Gouranganagar, P.S – New Town, Kolkata – 700059 and

(2) SHRI ANIRUDDHA SINHA

son of Shri Ashutosh Sinha,
 resident of 24/3, Jadunath Ukil Road, Paschim Putiary, Circus Avenue,
 P.O. Paschim Putiary, P.S. Haridevpur (previously P.S. Thakurpukur), Kolkata –
 700 041

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. GOVERNINGLAW

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

33.1. Disputes: Disputes or differences in relation to or arising out of or touching this Agreement or the validity, interpretation, construction, performance, breach or enforceability of this Agreement (excepting disputes which are to be expressly referred to and resolved by the Architect) (collectively **Disputes**) shall be referred to the Arbitral Tribunal described in below and finally resolved by arbitration under the prevailing laws of Arbitration with modifications made from time to time. In this regard, the Parties irrevocably agree that:

33.1.1. Constitution of Arbitral Tribunal: The Arbitral Tribunal prevailing laws of Arbitration with modifications made from time to time.

33.1.2. Place: The place of arbitration shall be Kolkata only.

33.1.3. Language: The language of the arbitration shall be English.

33.1.4. Binding Effect: The Arbitral Tribunal shall have summary powers and be entitled to give interim awards/directions regarding the Disputes and shall further be entitled to avoid all rules relating to procedure and evidence as are expressly avoidable

under the law. The interim/final award of the Arbitral Tribunal shall be binding on the Parties.

34. No Legal Proceeding without Recourse to Arbitration: The Parties shall not commence legal proceedings or have any receiver appointed over the Said Units, and Appurtenances and/or the Said Complex/Said Property without first referring the matter to arbitration and till the Arbitral Tribunal has given its direction/award.

35. Jurisdiction : District Judge and High Court: In connection with the aforesaid arbitration proceeding, only the District Judge, North 24 Parganas District and the High Court at Calcutta shall have jurisdiction to entertain and try all actions and proceedings.

THE FIRST SCHEDULE OF THE PROPERTY
(Description of land with building)

ALL THAT piece and parcel of a plot of bastu land measuring an area of total **9(nine) Cottahs 3 (three) Chittacks 4(four)) Sft.** more or less comprised in C.S. & R.S. Dag Nos. 200 & 205 corresponding to **L.R. Dag Nos. 1572 & 1588**, under present **L.R. Khatian Nos. 2120, 2128, 1247**, lying at Mouza- **AHARAMPUR**, J.L. No. 35, R.S. No. 96, Touzi No. 172, within the local limits of New Barrackpur Municipality, new and fresh Municipal **Holding No. 146**, Ward No. 01, PIN- 700131, within the jurisdiction of Khardah, thereafter Ghola now New Barrackpur Police Station, local area/road- **Haripada Biswas Sarani**, now A.D.S.R. office Sodepur, in the District of North 24 Parganas, State – West Bengal and the said land is butted and bounded as under :

ON THE NORTH BY : Land and House of Gitarani Saha and others
and 8' - 0" wide common passages.

ON THE SOUTH BY : Sitalatala Road (Main Road East) Aprox. **27' - 0"** wide

ON THE EAST BY : Landed property of Manjurani Das and approx. 9'-6"
wide Municipal Road

ON THE WEST BY : Landed property of Tapan Roy & Sandhya Sarkar.

SECOND SCHEDULE OF THE PROPERTY ABOVE REFERRED TO

Part I

(Residential Unit/Flat and Covered Car Parking Space hereby agreement hold)

ALL THAT (i) one **residential tiles/marble** flooring **Unit/Flat No.** _____, on the _____ **Floor**, admeasuring and/or having Carpet area _____ **Square Feet** more or less and (ii) One cement flooring **Closed/ Covered /Open (open to sky) Car Parking Space**, measuring _____ Square feet more or less on the **Ground Floor** both of the G+IV storied Building known as '**URBAN ENCLAVE**', lying and situate at **AHARAMPUR**, J.L. No. 35, under New Barrackpur Municipality, Municipal **Holding No. 146**, Ward No. 01, PIN- 700131, District of North 24 Parganas together with common areas and facilities of the said building along with undivided proportionate interest or share of the said land described in the First Schedule hereinabove written.

Part II

(Said Unit/s And Appurtenances)

The Land Share, being undivided, impartible, proportionate and variable share in the land comprised in the Said Property, as be attributable and appurtenant to the Said Units of G +IV storied Building, constructed on the **SAID PROPERTY** subject to the terms and conditions of this Agreement.

The Share In Common Portions, being undivided, impartible, proportionate and variable share and/or interest in the Common Portions described in the Part I & II of the **3rd Schedule** below, as be attributable and appurtenant to the Said Units, subject to the terms and conditions of this Agreement.

THIRD SCHEDULE

(Common Portions)

PART I

(1) Under Ground Water Tank: As per specification one number of underground water tank to be provided.

(2) Overhead water tank: One sufficient capable overhead water tank will be provided with supply of water line to all flat and common space with one

electric motor with pump for lifting of water from underground reservoir to overhead tank. One Deep Tube-well will be provided.

(3) Underground Septic Tank: As per specification underground septic tank will be provided.

(4) Pump Room: Water Motor Pump to be cover with iron grill gate for safety.

Power supply and Meter space – Adequate power supply to be arrange and Meter space duly covered to be provided.

(5) Corridor

(6) Staircase

(7) **Lift**

(8) Ultimate Roof

PART II

Amenity and Services:-

1. Generator Power Back Up
3. CC TV_ Camera
4. Automatic Lift

ELECTRIC LINE AND FITTING IN COMMON SPACE:

Adequate electric line/points to be provided at all common areas, amenities and facilities, like stairs, caretaker room, pump room, common bath room, lift machine room common passage, roof etc.

Fourth SCHEDULE
(Specifications)

During the period of constructional works, the Contractor will use the following Materials:-

Cement	- reputed brand like (Ultratech/ Nuvoco/ ACC or equivalent)
Steel	- reputed brand like(SUL/ SRMB/ Rashmi or equivalent)
Brick	-Traditional bricks/Fly ash (AAC Block of Biltech or equivalent)
Electrical	-reputed brand like LegrantFinolex or equivalent)
Flooring	-reputed brand like (Johnson/ Kajaria or equivalent)
Sanitary Fittings	- reputed brand. Like (Hindware/ Pariware or equivalent)
Water Fittings	- reputed brand like(Ashirbad/ Supreme or equivalent)
Paint	-reputed brand like(Asian paints/ Berger or equivalent)

The Contractor will complete the said building as per the following

SPECIFICATION:

1. **STRUCTURE** : R.C.C. Frame structure as per specification given by the consultant.
2. **BUILDING** : Reinforced cement Concrete frame building with Grond Floor Plus Top floor.
3. **FLOOR & ROOF** : R.C.C. with adequate thickness and the Roof Right wil enjoyed the Owner, Developer and other flat Owner. And the Developer & Owner if provide tower (any company) will stand in the roof in such case the others co-Owner will no objection for this manner.
4. **BRICK AND CEMENT WORK** : Standard bricks and cement the walls will be made of 5” to 8” thick and the inner partition walls will be made 5” thick walls with brick work. All the exposes surface of the concrete and brick work will be finished with cement and plaster.
5. **FLOOR FINISH** : All the floors will be provided by Marble/Floor tiles.
6. **BATH ROOM** : Provisions of taps and showers with flooring marble.
7. **TOILET** : Provision would be made for Indian Type Pans, flooring marble.

8. **KITCHEN** : Floor tiles.
9. **WINDOWS** : Windows shall be made by Aluminium Grills of local made with glass.
10. **DOORS** : All doors will be flushed type, shutters of standard quality wooden frames and only main wooden door wood priming will be coated over the wooden doors.
11. **LIFT** : One Lift will be provided for the Developer at the time of running electricity.
12. **ELECTRICAL WIRING** : All wiring will be copper with concealed and switch fitting and Developer will bear necessary expenses to install electric meter from WBSSEDCL Ltd.
13. **WATER AND PIPE LINES** : All external and internal water and sanitary pipe lines shall be laid and fixed as per drawings. All the rain water line shall be standard black PVC pipes. All external and internal water supply line shall be laid using medium quality PVC pipes and fittings.

FIFTH SCHEDULE

(Common Expenses)

1. **Common Utilities:** All charges, costs and deposits for supply, operation and maintenance of common utilities.
2. **Electricity:** All charges for the electricity consumed for the operation of the common lighting, machinery and equipment of the Said Complex, the Said Complex, the road network, STP etc.
3. **Association:** Establishment and all other capital and operational expenses of the Association.
4. **Litigation:** All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Portions.
5. **Maintenance:** All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the Common Portions as described in 3rd Schedule herein in respect of the Said Complex [including the exterior or interior (but not inside any Apartment) walls] and the road network, STP etc.

6. **Rates and Taxes:** Municipal Tax, Land Revenue Surcharge, Water Tax and other levies for the Said Complex **save** those separately assessed on the **Purchaser/Allottee**. Common Expenses to be borne by each Co-Owner of the building for Care taker Room and W.C
7. **Staff:** The salaries of and all other expenses on the staff to be employed for the common purposes, viz. manager, caretaker, clerk, security personnel, liftmen, sweepers, plumbers, electricians, gardeners etc. including their perquisites, bonus and other emoluments and benefits.
8. **Fire Fighting:** Costs of operating and maintaining the fire-fighting equipment and personnel, if any.

SIXTH SCHEDULE
(Schedule of Payments)

- (i) _____% at the time of execution of this Agreement for Sale
- (ii) _____% of the balance consideration on or before Execution of Agreement for Sale.
- (iii) _____% of the balance consideration on or before Ground floor roof casting
- (iv) _____% of the balance consideration on or before First floor roof casting
- (v) _____% of the balance consideration on or before Second floor roof casting
- (vi) _____% of the balance consideration on or before Third floor roof casting..
- (vii) _____% of the balance consideration on or before Brick works
- (viii) _____% of the balance consideration on or before flooring and plaster of Paris.

Balance amount to be paid before Registration or handing over Possession of the Said Apartment and Car Parking space whichever is earlier

The Payment should be made along with G.S.T as applicable.

The parties hereby execute and registration of this **Agreement for Sale** in respect of the said **Unit/Flat and Covered Car Parking space without possession**.

Execution and Delivery

In Witness Whereof the Parties have executed and delivered this Agreement on the date mentioned above.

SIGNED AND DELIVERED by the Parties
at Barasat / Kolkata in the presence of:

1.

As Constituted Attorney of
(1) TARUN ROY
(2) SMT. JASBINDER KOUR and
(3) SRI ANIRUDDHA SINHA
SIGNATURE OF THE VENDORS/OWNERS

2.

SIGNATURE OF THE DEVELOPER

SIGNATURE OF THE PURCHASER

Drafted and prepared by me :
(As per instructions of parties)

(**SHAIKH SELIM ALI**)
Advocate
Enrol. No. : **F/1131/978/2016**
Judges' Court, Barasat, 24 Parganas (N)
Mob. : **7980857969**

Composed by:

(Rahamat Shaikh)
A.D.S.R. Office – Bidhannagar Kolkata-91

Memo of Consideration

RECEIVED with thanks from the above named Purchaser, a sum of **Rs.** _____ in respect of the said **UNIT/Flat** and **Car Parking Space** and Appurtenances referred in the 2nd Schedule (part I, II,) hereinbefore written in terms of the Agreement for Sale and payment received as per Memo given below :-

Mode of payment	Date	Details	Amount (Rs.)

Rs. _____

(Rupees _____)

Signature of the DEVELOPER