

AGREEMENT FOR SALE

This **Agreement for Sale ("Agreement")** executed on this day of, **2023**

By and Between

[1] SRI ASIM KUMAR MUKHOPADHYAY [PAN AERPM6894H], son of Late Hari Narayan Mukherjee, by occupation - Retired Person and **[2] MS. SUKLA MUKHERJEE [PAN BFEPM6530F]**, unmarried daughter of Late Hari Narayan Mukherjee, by occupation - Household Work, both by faith - Hindu, by nationality - Indian, residing at 9, Baguiati Fourth Lane, Post Office and Police Station - DumDum, District - North 24-Parganas, PIN - 700 028, West Bengal, hereinafter referred to and called as the **LANDOWNERS/VENDORS** [which terms or expression shall unless excluded by or repugnant to the context be deemed to mean and to include their respective heirs, executors, administrators, legal representatives and assigns] of the **FIRST PART**, represented by **AVISHEK TRADING [PAN AAGFA0325E]**, a Partnership Firm, having its Principal Place of Business at 27 and 27-A (Old) 64 and 65 (New), Baguiati Road, Post Office and Police Station - DumDum, District North 24-Parganas, PIN - 700 028, West Bengal, represented by one of its **Partners** and **Authorized Signatory** namely **SRI DEBDAS SAHA [PAN ARSPS6978G]**, son of Late Satish Chandra Saha, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at Kamini Kutir, 48 (old) 27 (New), Baguiati Road, Post Office and Police Station DumDum, District North 24-Parganas, PIN - 700 028, West Bengal, as **Constituted Attorney** by virtue of a **Development Power of Attorney after Registered Development Agreement** made and executed on **8th** day of **November, 2021** which was duly registered with the Office of the **Additional Registrar of Assurance - IV** at **Kolkata** and recorded into Book No. I, Volume No. 1904-2021, Pages from 701905 to 701934, **Being No. 190413482** for the year **2021**;

AVISHEK TRADING
Debdas Saha
Partner

AND

AVISHEK TRADING [PAN AAGFA0325E], a Partnership Firm, having its Principal Place of Business at 27 and 27-A (Old) 64 and 65 (New), Baguiati Road, Post Office and Police Station - DumDum, District North 24-Parganas, PIN - 700 028, West Bengal, represented by one of its **Partners** and **Authorized Signatory** namely **SRI DEBDAS SAHA [PAN ARSPS6978G]**, son of Late Satish Chandra Saha, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at Kamini Kutir, 48 (old) 27 (New), Baguiati Road, Post Office and Police Station DumDum, District North 24-Parganas, PIN - 700 028, West Bengal, hereinafter referred to and called as the **DEVELOPER/PROMOTER** [which expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners] of the **OTHER PART**;

AND

[1] SRI/SRIMATI/KUMARI _____
[PAN _____], son/wife/daughter of _____, by Religion - _____, by Occupation - _____, by Nationality - Indian, residing at _____, Post Office - _____, under Police Station - _____, PIN - _____, State - _____,
[2] SRI/SRIMATI/KUMARI _____
[PAN _____], son/wife/daughter of _____, by Religion - _____, by Occupation - _____, by Nationality - Indian, residing at _____, Post Office - _____, under Police Station - _____, PIN - _____, State - _____,
 hereinafter referred to as the **ALLOTTEE/S** [which terms and expression shall unless excluded by or repugnant to the context be deemed to mean include his/her/their respective heirs executors legal representatives administrators and assigns] of the **THIRD PART**

The **Landowners/Vendors**, the **Developer/Promoter** and the **Allottee(s)** shall hereinafter collectively be referred to as the "**Parties**" and individually as a "**Party**".

WHEREAS:

1. That, by a **Saf Bikray Kobala** dated the **25th** day of **April, 1967** one **SRIMATI SIKHAR BASINI DEBI**, wife of Late Janendra Nath Mukhopadhyay, therein referred to and called as the **Vendor** of the **One Part** due to urgent requirement of lawful money sold, transferred, conveyed, granted, assigned and assured **ALL THAT** piece and parcel of a plot of land measuring about **2 [two] Cottahs 9 [nine] Chittacks 17 [seventeen] Square Feet** more or less, lying and situated at **Mouza - SATGACHI, J. L. No. 20, Re. Sa. No. 154, Touzi No. 169**, comprised in Dag No. 2286 appertaining to Jamindar Khatian No. 229 corresponding to

Praja Khatian No. 230, within the local limits of **South DumDum Municipality**, having **Municipal Holding No. 81/1, Baguiati Road**, within the jurisdiction of the Office of the Sub-Registrar at Cossipore, DumDum, under Police Station - DumDum, District 24-Parganas, unto and in favour of one **SRI HARINARAYAN MUKHOPADHYAY**, son of Late Janendra Nath Mukhopadhyay, therein referred to and called as the **Purchaser** of the **Other Part** which was duly registered with the Office of the Sub-Registrar at Cossipore, DumDum and recorded in Book No. I, Volume No. 54, Pages from 143 to 146, **Being No. 3174** for the year **1967**, against the consideration mentioned therein and thus handed over the vacant and peaceful physical possession of the aforesaid property absolutely and forever;

2. That, by an **Indenture of Bond** dated the **3rd** day of **July, 1972** made and executed between **SRI HARINARAYAN MUKHERJEE**, son of Late Janendra Nath Mukherjee, therein referred to and called as the **Borrower** and **SRI SUSHIL KUMAR CHAKRABORTY**, son of Late Upendra Nath Chakraborty, therein referred to and called as the **Surety** and **THE GOVERNOR OF THE STATE OF WEST BENGAL**, therein referred to and called as the **Governor** which was duly registered with the Office of the Sub-Registrar at Cossipore, DumDum and recorded into **Book No. I**, Volume No. 73, Pages from 31 to 40, **Being No. 4314** for the year **1972** said **SRI HARINARAYAN MUKHERJEE**, son of Late Janendra Nath Mukherjee, had borrowed and/or lent a sum of **Rs. 12,500/- [Rupees twelve thousand five hundred]** only to construct a building as specifically mentioned therein;
3. That, thereafter said **SRI HARINARAYAN MUKHERJEE**, son of Late Janendra Nath Mukherjee, had refund said loan amount in favour of said **THE GOVERNOR OF THE STATE OF WEST BENGAL** and thus by an **Indenture of Re-Conveyance** dated the **5th** day of **July, 1990** said **THE GOVERNOR OF THE STATE OF WEST BENGAL**, therein referred to and called as the **Governor** of the **First Part** had acquitted, released and discharged the aforesaid property in favour of said **SRI HARINARAYAN MUKHERJEE**, son of Late Janendra Nath Mukherjee, therein referred to and called as the **Borrower** of the **Second Part** and said **SRI SUSHIL KUMAR CHAKRABORTY**, son of Late Upendra Nath Chakraborty, therein referred to and called as the **Surety** of the **Other Part** absolutely and forever, which was duly registered with the Office of the District Registrar of the District North 24-Parganas at Barasat and recorded into **Book No. I**, Volume No. 96, Pages from 227 to 236, **Being No. 5470** for the year **1990**;
4. That, during the course of enjoyment said **HARI NARAYAN MUKHERJEE**, died intestate on **8th** day of **January, 1994** and **his wife** namely **GEETA MUKHERJEE** died before his death on **28th** day of **October, 1992** leaving behind them, **their only son** namely **SRI ASIM KUMAR MUKHOPADHYAY** and **only unmarried daughter** namely **MS. SUKLA MUKHERJEE**, as the only legal heir, heiress, successors and representatives towards the estate of deceased said **HARI NARAYAN**

MUKHERJEE and **GEETA MUKHERJEE**, by virtue of law of inheritance as per Hindu Succession Act, 1956 as amended up-to-date;

5. That, after the demise of said **HARI NARAYAN MUKHERJEE** and **GEETA MUKHERJEE**, said [1] **SRI ASIM KUMAR MUKHOPADHYAY**, son of Late Hari Narayan Mukherjee and [2] **MS. SUKLA MUKHERJEE**, unmarried daughter of Late Hari Narayan Mukherjee, the the Landowners/Vendors herein became the absolute joint owners of aforesaid property left by their deceased father said **HARI NARAYAN MUKHERJEE**, and thus said [1] **SRI ASIM KUMAR MUKHOPADHYAY**, son of Late Hari Narayan Mukherjee and [2] **MS. SUKLA MUKHERJEE**, unmarried daughter of Late Hari Narayan Mukherjee, the Landowners/Vendors herein mutated their names with the Offices of the concerned competent authorities and used to pay proper tax and other outgoings against their names regularly and punctually and enjoying the aforesaid property without any interruptions and/or hindrances from any corner whatsoever and thus the Landowners /Vendors herein seized and possessed of or otherwise well and sufficiently entitled to diverge the same absolutely forever and free from all sort of encumbrances, attachments, liens, lispensens, alignments, requisitions, acquisitions and liabilities whatsoever;
6. That, by virtue of law of inheritance and mutation as well, said [1] **SRI ASIM KUMAR MUKHOPADHYAY**, son of Late Hari Narayan Mukherjee and [2] **MS. SUKLA MUKHERJEE**, unmarried daughter of Late Hari Narayan Mukherjee, the Landowners/Vendors herein became the absolute joint owners of assured **ALL THAT** piece and parcel of a plot of land measuring about **2 [two] Cottahs 9 [nine] Chittacks 17 [seventeen] Square Feet** more or less **TOGETHER WITH** an **one storied brick built building with R. C. C. Roof** measuring about **400 [four hundred] Square Feet** more or less standing thereon, lying and situated at **Mouza - SATGACHI, J. L. No. 20, Re. Sa. No. 154, Touzi No. 169**, comprised in C. S. Dag No. 2286 corresponding to **R. S. Dag No. 5957** corresponding to **L. R. Dag No. 5954** appertaining to Jamindar Khatian No. 229 corresponding to Praja Khatian No. 230 corresponding to **L. R. Khatian No. 5326**, within the local limits of **Ward No. 26** of the **South DumDum Municipality**, having **Municipal Holding No. 81/1, Baguiati Road [old] 15, Baguiati 4th Lane [new]**, within the jurisdiction of the Office of the Additional District Sub-Registrar at Cossipore, DumDum, under Police Station - DumDum, District North 24-Parganas, **PIN - 700 028**, hereinafter referred to and called as the **"SAID PREMISES"** which is more fully and particularly mentioned in the **Schedule - A** written hereunder;
7. That, while thus said [1] **SRI ASIM KUMAR MUKHOPADHYAY**, son of Late Hari Narayan Mukherjee and [2] **MS. SUKLA MUKHERJEE**, unmarried daughter of Late Hari Narayan Mukherjee, the Landowners/Vendors herein, enjoying the aforesaid property as the joint and absolute owners, they with a view to construct a multi storied building at the said premises enquired and discussed various contractors, developers regarding construction of multi storied building and gained knowledge thereto;

8. That, said **[1] SRI ASIM KUMAR MUKHOPADHYAY**, son of Late Hari Narayan Mukherjee and **[2] MS. SUKLA MUKHERJEE**, unmarried daughter of Late Hari Narayan Mukherjee, the Landowners/Vendors herein had jointly entered into a **Development Agreement** on **8th** day of **November, 2021** with one reputed Developer namely **AVISHEK TRADING**, a Partnership Firm, having its Principal Place of Business at 27 and 27-A (Old) 64 and 65 (New), Baguiati Road, Post Office and Police Station - DumDum, District North 24-Parganas, PIN - 700 028, West Bengal, represented by one of its **Partners** and **Authorized Signatory** namely **SRI DEBDAS SAHA**, son of Late Satish Chandra Saha, by faith - Hindu, by occupation - Business, by nationality - Indian, residing at Kamini Kutir, 48 (old) 27 (New), Baguiati Road, Post Office and Police Station DumDum, District North 24-Parganas, PIN - 700 028, West Bengal, the Developer/Promoter herein under some, terms, conditions and allocation as specifically mentioned therein which was duly registered with the Office of the **Additional Registrar of Assurance - IV** at **Kolkata** and recorded into Book No. I, Volume No. 1904-2021, Pages from 700036 to 700080, **Being No. 190413447** for the year **2021** and also said **[1] SRI ASIM KUMAR MUKHOPADHYAY**, son of Late Hari Narayan Mukherjee and **[2] MS. SUKLA MUKHERJEE**, unmarried daughter of Late Hari Narayan Mukherjee, the Landowners/Vendors herein had nominated, appointed and constituted said **AVISHEK TRADING**, a Partnership Firm, having its Principal Place of Business at 27 and 27-A (Old) 64 and 65 (New), Baguiati Road, Post Office and Police Station - DumDum, District North 24-Parganas, PIN - 700 028, West Bengal, represented by one of its **Partners** and **Authorized Signatory** namely **SRI DEBDAS SAHA**, son of Late Satish Chandra Saha, as **Constituted Attorney** by virtue of a **Development Power of Attorney after Registered Development Agreement** made and executed on **8th** day of **November, 2021** which was duly registered with the Office of the **Additional Registrar of Assurance - IV** at **Kolkata** and recorded into Book No. I, Volume No. 1904-2021, Pages from 701905 to 701934, **Being No. 190413482** for the year **2021**;
9. The Said Land is earmarked for the purpose of building a [commercial/residential/any other purpose] project, comprising multi-storied apartment building and the said project shall be known as '**GITANJALI APARTMENT**' ("**Project**");

Provided that where land is earmarked for any institutional development the same shall be used for those purposes only and no commercial/residential development shall be permitted unless it is a part of the plan approved by the competent authority.
10. The Landowners/Vendors and the Developer/Promoter herein are fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Landowners/Vendors and the Developer/Promoter herein regarding the said land on which Project is to be constructed have been completed;

11. The **South Dum Dum Municipality** has granted the Commencement Certificate/Sanctioned Building Plan to develop the Project vide approval dated **11th** day of **March, 2022**, bearing No. **717, 2021-2022**;
12. The Landowners/Vendors and the Developer/Promoter herein has obtained the final layout plan approvals for the Project from **South Dum Dum Municipality**. The Landowners/Vendors and the Developer/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;
13. The Developer/Promoter has registered the Project under the provisions of the Act with the **Real Estate Regulatory Authority** at No. _____ on _____ under registration.
14. The Allottee(s) had applied for an Apartment in the Project vide Application No. _____, dated _____ and has been allotted Apartment No. _____, having Carpet Area of _____ [_____] Square Feet more or less, Type _____ floor in ("Building") along with Garage/Closed Parking No. _____, admeasuring _____ [_____] Square Feet in the _____ Side of Ground Floor, as permissible under the applicable law and of pro rata share in the common areas ("Common Areas") as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the "Apartment" more particularly described in Schedule - A and the floor plan of the apartment is annexed hereto and marked as Schedule - B);
15. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
16. 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;
17. 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;
18. 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(s) hereby agrees to purchase the [Apartment/Plot] 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(s) and the Allottee(s) hereby agrees to purchase, the [Apartment/Plot] as specified in Paragraph H;

The Total Price for the [Apartment/Plot] based on the Carpet Area is **Rs. _____/- [Rupees _____]** **only** ("Total Price") (Give break-up and description):

Block/Building/Tower No.	Rate of Apartment per Square Feet*
Apartment No.	
Type	
Floor	

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

[OR]

Plot No.	Rate of Plot per Square Feet
Type	

EXPLANATION:

- (i) The Total Price above includes the booking amount paid by the Allottee(s) to the Landowners/Vendors and the Developer/Promoter towards the [Apartment/Plot];
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Landowners/Vendors and the Developer/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

Landowners/Vendors and the Developer/Promoter) up to the date of handing over the possession of the [Apartment/ Plot]:

Provided that in case there is any change/modification in the taxes, the subsequent amount payable by the Allottee(s) to the Landowners/Vendors and the Developer/Promoter shall be increased/ reduced based on such change/modification;

- (iii) The Landowners/Vendors and the Developer/Promoter shall periodically intimate to the Allottee(s), the amount payable as stated in (i) above and the Allottee(s) shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the Landowners/Vendors and the Developer/Promoter shall provide to the Allottee(s) the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
- (iv) The Total Price of [Apartment/Plot] includes: 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(s) 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 Landowners/Vendors and the Developer/Promoter undertakes and agrees that while raising a demand on the Allottee(s) for increase in development charges, cost/charges imposed by the competent authorities, the Landowners/Vendors and the Developer/Promoter shall enclose the said notifications /orders/rules/regulations to that effect along with the demand letter being issued to the Allottee(s), 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(s) 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(s) by the Landowners/Vendors and the Developer/Promoter.

It is agreed that the Landowners/Vendors and the Developer/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(s). Provided that the Landowners/Vendors and the Developer/Promoter may make such minor additions or alterations as may be required by the Allottee(s), or such minor changes or alterations as per the provisions of the Act.

[Applicable in case of an apartment] The Landowners/Vendors and the Developer/Promoter shall confirm the final Carpet Area that has been allotted to the Allottee(s) 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 Landowners/Vendors and the Developer/Promoter. If there is any reduction in the Carpet Area within the defined limit then Landowners/Vendors and the Developer/Promoter shall refund the excess money paid by Allottee(s) 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(s). If there is any increase in the Carpet Area allotted to Allottee(s), the Landowners/Vendors and the Developer/Promoter shall demand that from the Allottee(s) 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 Landowners/Vendors and the Developer/Promoter agrees and acknowledges, the Allottee(s) shall have the right to the [Apartment/ Plot] as mentioned below:

- (i) The Allottee(s) shall have exclusive ownership of the [Apartment/ Plot];
- (ii) The Allottee(s) shall also have undivided proportionate share in the Common Areas. Since the share/interest of Allottee(s) in the Common Areas is undivided and cannot be divided or separated, the Allottee(s) 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(s) 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 Landowners/Vendors and the Developer/Promoter shall convey undivided proportionate title in the common areas to the association of Allottee(s) as provided in the Act;
- (iii) That the computation of the price of the [Apartment/Plot] includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, 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 Landowners/Vendors and the Developer /Promoter and the Allottee(s) agrees that the [Apartment/Plot] 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(s). It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottee(s) of the Project.

It is understood by the Allottee(s) that all other areas and i.e. areas and facilities falling outside the Project, namely '**GITANJALI 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 Landowners/Vendors and the Developer/Promoter agrees to pay all outgoing before transferring the physical possession of the apartment to the Allottee(s), which it has collected from the Allottee(s), for the payment of outgoing (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 Landowners/Vendors and the Developer/Promoter fails to pay all or any of the outgoing collected by it from the Allottee(s) or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottee(s), the Landowners/Vendors and the Developer/Promoter agrees to be liable, even after the transfer of the property, to pay such outgoing 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(s) has paid a sum of **Rs. _____/- [Rupees _____] only** as booking amount being part payment towards the Total Price of the [Apartment/Plot] at the time of application the receipt of which the Landowners/Vendors and the Developer/Promoter hereby acknowledges and the Allottee(s) hereby agrees to pay the remaining price of the [Apartment/Plot] as prescribed in the Payment Plan as may be demanded by the Landowners/Vendors and the Developer/Promoter within the time and in the manner specified therein:

Provided that if the Allottee(s) 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 Landowners/Vendors and the Developer/Promoter abiding by the construction milestones, the Allottee(s) shall make all payments, on demand by the Landowners/Vendors and the Developer/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(s), 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 Landowners/Vendors and the Developer/Promoter with such permission, approvals which would enable the Landowners/Vendors and the Developer/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(s) 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 Landowners/Vendors and the Developer/Promoter accepts no responsibility in this regard. The Allottee(s) shall keep the Landowners/Vendors and the Developer/Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee(s) subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee(s) to intimate the same in writing to the Landowners/Vendors and the Developer/Promoter immediately and comply with necessary formalities if any under the applicable laws. The Landowners/Vendors and the Developer/Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee(s) 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 Landowners/Vendors and the Developer/Promoter shall be issuing the payment receipts in favour of the Allottee(s) only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS

The Allottee(s) authorizes the Landowners/Vendors and the Developer/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 Landowners/Vendors and the Developer/Promoter may in its sole discretion deem fit and the Allottee(s) undertakes not to object/demand/direct the Landowners/Vendors and the Developer/Promoter to adjust his payments in any manner.

5. TIME IS ESSENCE

Time is of essence for the Landowners/Vendors and the Developer/Promoter as well as the Allottee(s). The Landowners/Vendors and the Developer/Promoter shall abide by the time schedule for completing the project and handing over the [Apartment/Plot] to the Allottee(s) and the common areas to the association of the Allottee(s) after receiving the Occupancy Certificate* or the completion certificate or both, as the case may be. Similarly, the Allottee(s) 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 Landowners/Vendors and the Developer/Promoter as provided in Schedule C ("Payment Plan").

6. CONSTRUCTION OF THE PROJECT/APARTMENT

The Allottee(s) has seen the specifications of the [Apartment/Plot] 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 Landowners/Vendors and the Developer /Promoter. The Landowners/Vendors and the Developer/Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications. Subject to the terms in this Agreement, the Landowners/Vendors and the Developer/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/Plot]: The Landowners/Vendors and the Developer/Promoter agrees and understands that timely delivery of possession of the [Apartment/Plot] is the essence of the Agreement. The Landowners/Vendors and the Developer/Promoter, based on the approved plans and specifications, assures to handover possession of the [Apartment/Plot] 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(s) agrees that the Landowners /Vendors and the Developer/Promoter shall be entitled to the extension of time for delivery of possession of the [Apartment/Plot], provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee(s) agrees and confirms that, in the event it becomes impossible for the Landowners /Vendors and the Developer/Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Landowners/Vendors and the Developer/Promoter shall refund to the Allottee(s) the entire amount received by the Landowners/Vendors and the Developer/Promoter from the allotment within 45 days from that date. After refund of the money paid by the Allottee(s), Allottee(s) agrees that he/she shall not have any rights, claims etc. against the Landowners/Vendors and the Developer/Promoter and that the Landowners/Vendors and the Developer/Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

Procedure for taking possession- The Landowners/Vendors and the Developer/Promoter, upon obtaining the Occupancy Certificate* from the competent authority shall offer in writing the possession of the [Apartment/Plot], to the Allottee(s) in terms of this Agreement to be taken within 3 (three) months from the date of issue of such notice and the Landowners/Vendors and the Developer/Promoter shall give possession of the [Apartment/Plot] to the Allottee(s). The Landowners/Vendors and the Developer/Promoter agrees and undertakes to indemnify the Allottee(s) in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Landowners/Vendors and the Developer/Promoter. The Allottee(s) agree(s) to pay the maintenance charges as determined by the Landowners/Vendors, the Developer/Promoter/Association of Allottees, as the case may be. The Landowners/Vendors and the Developer/Promoter on its behalf shall offer the possession to the Allottee(s) in writing within _____ days of receiving the Occupancy Certificate* of the Project.

Failure of Allottee(s) to take Possession of [Apartment/Plot]: Upon receiving a written intimation from the Landowners/Vendors and the Developer/Promoter as per clause 7.2, the Allottee(s) shall take possession of the [Apartment/Plot] from the Landowners/Vendors and the Developer/Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Landowners/Vendors and the Developer/Promoter shall give possession of the [Apartment/Plot] to the Allottee(s). In case the Allottee(s) fails to take possession within the time provided in clause 7.2, such Allottee(s) 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/Plot] to the Allottee(s), it shall be the responsibility of the Landowners/Vendors and the Developer/Promoter to hand over the necessary documents and plans, including common areas, to the association of the Allottee(s) or the competent authority, as the case may be, as per the local laws.

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

Provided that where the Allottee(s) proposes to cancel/withdraw from the project without any fault of the Landowners/Vendors and the Developer/Promoter, the Landowners/Vendors and the Developer/Promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the Allottee(s) shall be returned by the Landowners/Vendors and the Developer/Promoter to the Allottee(s) within 45 days of such cancellation.

Compensation-

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

8. REPRESENTATIONS AND WARRANTIES OF THE LANDOWNERS/ VENDORS AND THE DEVELOPER/PROMOTER

The Landowners/Vendors and the Developer/Promoter hereby represents and warrants to the Allottee(s) as follows:

- (i) The Landowners/Vendors 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 Landowners/Vendors and the Developer/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;

[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/Plot];
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and [Apartment/Plot] are valid and subsisting and have been obtained by following due process of law. Further, the Landowners/Vendors and the Developer/Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and [Apartment/Plot] and common areas;
- (vi) The Landowners/Vendors and the Developer/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(s) created herein, may prejudicially be affected;
- (vii) The Landowners/Vendors and the Developer/Promoter has not entered into any agreement for sale and/or Development Agreement or any other agreement/arrangement with any person or party with respect to the said Land, including the Project and the said [Apartment/Plot] which will, in any manner, affect the rights of Allottee(s) under this Agreement;
- (viii) The Landowners/Vendors and the Developer/Promoter confirms that the Landowners/Vendors and the Developer/Promoter are not restricted in any manner whatsoever from selling the said

[Apartment/Plot] to the Allottee(s) in the manner contemplated in this Agreement;

- (ix) At the time of execution of the conveyance deed the Landowners /Vendors and the Developer/Promoter shall handover lawful, vacant, peaceful, physical possession of the [Apartment/Plot] to the Allottee(s) and the common areas to the Association of the Allottee(s);
- (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 Landowners/Vendors and the Developer/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 Landowners/Vendors and the Developer/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 Landowners/Vendors and the Developer/Promoter shall be considered under a condition of Default, in the following events:

- (i) Landowners/Vendors and the Developer/Promoter fails to provide ready to move in possession of the [Apartment/Plot] to the Allottee(s) 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 the Landowners/Vendors and the Developer

/Promoter under the conditions listed above, Allottee(s) is entitled to the following:

- (a) Stop making further payments to Landowners/Vendors and the Developer/Promoter as demanded by the he Landowners/Vendors and the Developer/Promoter. If the Allottee(s) stops making payments, the he Landowners/Vendors and the Developer/Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee(s) be required to make the next payment without any penal interest; or
- (b) The Allottee(s) shall have the option of terminating the Agreement in which case the he Landowners/Vendors and the Developer/Promoter shall be liable to refund the entire money paid by the Allottee(s) 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:
- (c) Provided that where an Allottee(s) does not intend to withdraw from the project or terminate the Agreement, he/she shall be paid, by the he Landowners/Vendors and the Developer/Promoter, interest at the rate specified in the Rules, for every month of delay till the handing over of the possession of the [Apartment/Plot].
- (d) The Allottee(s) shall be considered under a condition of Default, on the occurrence of the following events:
 - i. In case the Allottee(s) fails to make payments for _____ consecutive demands made by the he Landowners/Vendors and the Developer /Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottee(s) shall be liable to pay interest to the he Landowners/Vendors and the Developer/Promoter on the unpaid amount at the rate specified in the Rules.
 - ii. In case of Default by Allottee(s) under the condition listed above continues for a period beyond consecutive months after notice from the Landowners/Vendors and the Developer /Promoter in this regard, the Landowners/Vendors and the Developer/Promoter shall cancel the allotment of the [Apartment/Plot] in favour of the Allottee(s) and refund the amount money paid to him by the Allottee(s) by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

10. CONVEYANCE OF THE SAID APARTMENT

The Landowners/Vendors and the Developer /Promoter, on receipt of complete amount of the Price of the [Apartment/Plot] under the Agreement from the Allottee(s), shall execute a Conveyance Deed and convey the title of the [Apartment/Plot] 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(s) 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(s) authorizes the Landowners/Vendors and the Developer /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 Landowners/Vendors and the Developer /Promoter is made by the Allottee(s). The Allottee(s) 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 Landowners/Vendors and the Developer/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 Allottee(s). The cost of such maintenance has been included in the Total Price of the [Apartment/Plot].

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 Landowners/Vendors and the Developer /Promoter as per the Agreement for Sale relating to such development is brought to the notice of the Landowners/Vendors and the Developer/Promoter within a period of 5 (five) years by the Allottee(s) from the date of handing over possession, it shall be the duty of the Landowners/Vendors and the Developer/Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Landowners/Vendors and the Developer /Promoter's failure to rectify such defects within such time, the aggrieved Allottee(s) shall be entitled to receive appropriate compensation in the manner as provided under the Act.

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

The Allottee(s) hereby agrees to purchase the [Apartment/Plot] on the specific understanding that his/her right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and there after billed by the maintenance agency appointed or

the association of Allottees(s) (or the maintenance agency appointed by it) and performance by the Allottee(s) of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of Allottee(s) from time to time.

14. RIGHT TO ENTER THE APARTMENT FOR REPAIRS

The Landowners/Vendors and the Developer/Promoter/maintenance agency/association of Allottee(s) 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(s) agrees to permit the association of Allottee(s) and/or maintenance agency to enter into the [Apartment/Plot] or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

15. USAGE

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the '**GITANJALI APARTMENT**', shall be earmarked for purposes such as parkingspaces 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(s) shall not be permitted to use the services areas and thebasements 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(s) shall, after taking possession, be solely responsible to maintain the [Apartment/Plot] at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the [Apartment/Plot], or the 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/Plot] and keep the [Apartment/Plot], 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(s) 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 Allottee(s) 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(s) shall not store any hazardous or

combustible goods in the [Apartment/Plot] or place any heavy material in the common passages or staircase of the Building. The Allottee(s) shall also not remove any wall, including the outer and load bearing wall of the [Apartment/Plot]. The Allottee(s) shall plan and distribute its electrical load in conformity with the electrical systems installed by the Landowners/Vendors and the Developer/Promoter and thereafter the association of Allottees and/or maintenance agency appointed by association of Allottees. The Allottee(s) 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(S)

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

18. ADDITIONAL CONSTRUCTIONS

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

19. LANDOWNERS/VENDORS AND THE DEVELOPER/PROMOTER SHALL NOT MORTGAGE OR CREATE CHARGE

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

20. APARTMENT OWNERSHIP ACT

The Landowners/Vendors and the Developer/Promoter has assured the Allottee(s) that the project in its entirety is in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972. The Landowners/Vendors and the Developer/Promoter showing compliance of various laws/regulations as applicable in the State of West Bengal.

21. BINDING EFFECT

Forwarding this Agreement to the Allottee(s) by the Landowners/Vendors and the Developer/Promoter does not create a binding obligation on the part of the Landowners/Vendors and the Developer/Promoter or the Allottee(s) until, firstly, the Allottee(s) signs and delivers this Agreement with all the schedules alongwith the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee(s) and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Landowners/Vendors and the Developer/Promoter. If the Allottee(s) fails to execute and deliver to the Landowners/Vendors and the Developer/Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee(s) and/or appear before the Registrar/Sub-Registrar/Registrar of Assurance for its registration as and when intimated by the Landowners/Vendors and the Developer/Promoter, then the Landowners/Vendors and the Developer/Promoter shall serve a notice to the Allottee(s) for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee(s), application of the Allottee(s) shall be treated as cancelled and all sums deposited by the Allottee(s) in connection therewith including the booking amount shall be returned to the Allottee(s) 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(S) /SUBSEQUENT ALLOTTEE(S)

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 Allottee(s) of the [Apartment /Plot], in case of a transfer, as the said obligations go along with the [Apartment/Plot] for all intents and purposes.

25. WAIVER NOT A LIMITATION TO ENFORCE

The Landowners/Vendors and the Developer/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(s) 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(s) that exercise of discretion by the Landowners/Vendors and the Developer/Promoter in the case of one Allottee(s) shall not be construed to be a precedent and /or binding on the Landowners/Vendors and the Developer/Promoter to exercise such discretion in the case of other Allottee(s).

Failure on the part of the Landowners/Vendors and the Developer/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(s) has to make any payment, in common with other Allottee(s) in Project, the same shall be the proportion which the Carpet Area of the [Apartment /Plot] bears to the total carpet area of all the [Apartments/Plots] in the Project.

28. FURTHER ASSURANCES

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

29. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Landowners/Vendors and the Developer/Promoter through its authorized signatory at the Promoter's Office, or at some other place,

which may be mutually agreed between the Landowners/Vendors and the Developer/Promoter and the Allottee(s), in _____ after the Agreement is duly executed by the Allottee(s) and the Landowners/Vendors and the Developer/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(s) and the Landowners/Vendors and the Developer/Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee(s) or the Landowners/Vendors and the Developer/Promoter by Registered Post at their respective addresses specified below:

_____ Name of Allottee(s)

 _____ (Allottee(s) Address)

[1] SRI ASIM KUMAR MUKHOPADHYAY, son of Late Hari Narayan Mukherjee and **[2] MS. SUKLA MUKHERJEE**, unmarried daughter of Late Hari Narayan Mukherjee, residents of 9, Baguiati Fourth Lane, Post Office and Police Station - DumDum, District - North 24-Parganas, PIN - 700 028, West Bengal,

AVISHEK TRADING, a Partnership Firm, having its Principal Place of Business at 27 and 27-A (Old) 64 and 65 (New), Baguiati Road, Post Office and Police Station - DumDum, District North 24-Parganas, PIN - 700 028, West Bengal

It shall be the duty of the Allottee(s) and the Landowners/Vendors and the Developer/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 Landowners/Vendors and the Developer/Promoter or the Allottee(s), as the case may be.

31. JOINT ALLOTTEES

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

32. GOVERNING LAW

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force.

33. DISPUTE RESOLUTION

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

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for Sale at Kolkata in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED
Allottee(s): (including joint buyers)

(1)

(2)

--	--

SIGNED AND DELIVERED BY THE WITHIN NAMED
Landowners/Vendors:

For and on behalf of:
[1] SRI ASIM KUMAR
MUKHOPADHYAY and [2] MS. SUKLA
MUKHERJE
As Constituted Attorney

--

SIGNED AND DELIVERED BY THE WITHIN NAMED
Developer/Promoter:

(Authorized Signatory)

--

WITNESSES:

Signature _____
Name _____
Address _____

Signature _____
Name _____
Address _____

SCHEDULE 'A'
[DESCRIPTION OF PREMISES]

ALL THAT piece and parcel of a plot of land classified as **BASTU** measuring about **2 [two] Cottahs 9 [nine] Chittacks 17 [seventeen] Square Feet** more or less **TOGETHER WITH** an **one storied brick built building with R. C. C. Roof** measuring about **400 [four hundred] Square Feet** more or less standing thereon, lying and situated at **Mouza - SATGACHI, J. L. No. 20, Re. Sa. No. 154, Touzi No. 169**, comprised in C. S. Dag No. 2286 corresponding to **R. S. Dag No. 5957** corresponding to **L. R. Dag No. 5954** appertaining to Jamindar Khatian No. 229 corresponding to Praja Khatian No. 230 corresponding to **L. R. Khatian No. 5326**, within the local limits of **Ward No. 26** of the **South DumDum Municipality**, having **Municipal Holding No. 81/1, Baguiati Road [old] 15, Baguiati 4th Lane [new]**, within the jurisdiction of the Office of the Additional District Sub-Registrar at Cossipore, DumDum, under Police Station - DumDum, District North 24-Parganas, **PIN - 700 028**, which is butted and bounded as follows:

ON THE NORTH : SIXTEEN FEET WIDE ROAD;
ON THE SOUTH : PROPERTY OF SRIMATI PADMA BATI DEBI;
ON THE EAST : PROPERTY OF NIHAR KANA GANGULY;
ON THE WEST : PROPERTY UNDER C. S. PLOT NO. 2241;

SCHEDULE 'B'
[DESCRIPTION OF FLAT]

ALL THAT piece and parcel of a self contained separate **Residential Flat** being **No. “___”** situated on the _____ **side** of _____ **Floor** of a multi storied building standing on the premises mentioned in the Schedule - 'A' herein above measuring about _____ [_____] **Square Feet Carpet Area** more or less equivalent to _____ [_____] **Square Feet Built-up Area** more or less equivalent to _____ [_____] **Square Feet Super Built-up Area** more or less comprised with ____ [_____] **Bed Room/s, 1 [one] Drawing cum Dinning, 1 [one] Kitchen, 1 [one] Bath cum Privy, 1 [one] W. C. and ____ [_____] Verandah/s, Floor Type - Tiles, Extra Amenity: Lift Facility**, together with the undivided proportionate share of land in the said Premises along with the common parts and/or general common areas, amenities and facilities in the said building known and identified as **“GITANJALI APARTMENT”**, which is butted and bounded as follows:

ON THE NORTH :
ON THE SOUTH :
ON THE EAST :
ON THE WEST :
ON THE ABOVE :
ON THE BOTTOM :

[DESCRIPTION OF GARAGE/CLOSED PARKING]

ALL THAT piece and parcel of **Garage/Closed Parking** being **No. “___”** situated on the _____ **side** of **Ground Floor** of a multi storied building standing on the premises mentioned in the Schedule - 'A' herein above measuring about _____ [_____] **Square Feet** more or less right to Park ____ [_____] **Car/s, Floor Type - _____, Extra Amenity: Lift Facility**, together with the undivided proportionate share of land in the said Premises along with the common parts and/or general common areas, amenities and facilities in the said building known and identified as **“GITANJALI APARTMENT”**, which is butted and bounded as follows:

ON THE NORTH :
ON THE SOUTH :
ON THE EAST :
ON THE WEST :
ON THE ABOVE :

SCHEDULE 'C'
[PAYMENT PLAN]

The Alottee(s) shall pay to the Landowners/Vendors and the Developer/Promoter the sum of **Rs. _____/- [Rupees _____]** only which has been calculated @ **Rs. _____/- [Rupees _____]** only per **Square Feet** towards the cost of construction and completion of the said Flat together with the proportionate undivided share or interest in land comprised in the said Premises appurtenant to the said Flat in the following manner:

1. **20% At the Time of Agreement i.e Rs. _____/- [Rupees _____]** only will be paid on or before the day of booking as well as signing of this presents;
2. **30% On completion of 1st FLOOR roof i.e Rs. _____/- [Rupees _____]** only will be paid on or before _____;
3. **30% On completion of 4th FLOOR roof i.e Rs. _____/- [Rupees _____]** only will be paid on or before _____;
4. **10% On completion of internal flooring, electrical wiring, External Paint and Plumbing & Sanitary fittings of the Designated unit i.e. Rs. _____/- [Rupees _____]** only will be paid on or before _____;
5. **10% At the time of possession i.e Rs. _____/- [Rupees _____]** only will be paid on or before _____ or on Possession or Registration of the said Flat, whichever is earlier.

Note: The Purchaser shall be liable to pay Goods and Service Tax [GST] @ 1% to the Landowners/Vendors and the Developer/Promoter;

ANNEXURE "A"
SPECIMEN OF WORKS

- Foundation and Structure : R. C. C. foundation and framed structure for multi-storied building as per Architectural and structural design calculation sheet as approved by South DumDum Municipality;
- Brick and Plaster : Wall will be 8", 5" and 3" thick and all inside and outside wall will be finished with cement plaster;
- Wall Finishing : ❖ Toilets wall will be finished with one colour

	glazed tiles up-to 6'-0" height on and above skirting level and floor will be finished with tiles;
	❖ Kitchen wall on and above cooking platform with 2'-0" height one coloured glazed tiles;
	❖ One coloured glazed tiles up-to 2'-0" height on the top of the basin in drawing and dinning;
	❖ Wall of inside the flat will be finished with Plaster of Paris;
	❖ Outer side of the wall of the building will be colour wash and common area of the inside of the building will be lime wash;
Doors	: All door frames will be of good quality of wood. All door shutters will be of commercial flash door fitted with ring and tower bolt, and the frame and shutter of Toilet will be of P. V. C.;
Windows	: All windows will be made of aluminum [sliding type] fitted with glass panel;
Flooring	: Flooring of inner side of the building will be finished with 2'-0" X 2'-0" Vitrified Tiles of same rate. The flooring of the roof will be finished with K. G. Flooring.
Sanitary Fittings	: ❖ Toilet will be provided with one commode, one shower and two bib cock; ❖ Attached Toilet will be provided with one commode and two bib cock; ❖ Drawing/Dinning be provided with one basin;
Electrical	: a) Concealed Wiring in all Flats [Copper electrical wiring]. b) Each Flat will be provided with the following electrical points with standard switch. i. Bed Room: 2 [Two] Light points, 1 [One] Fan point, 1 [One] Plug point [5 amp].

- ii. Dining/Drawing: 2 [Two] Light points, 1 [One] Fan point, 1 [One] Plug point [5 amp.].
 - iii. Kitchen: 1 [One] Light point, 1 [One] Exhaust Fan point, 1 [One] Plug point [15 amp.].
 - iv. Toilet: 1 [One] Light point, 1 [One] Geizer Point, 1 [One] Exhaust Fan point.
 - v. Attached Toilet: 1 [One] Light point, 1 [One] Exhaust Fan point.
 - vi. Verandah: 1 [One] Light point.
 - vii. Entrance: Door Bell point.
- Note: 1 [One] Air-Conditioner Point will be provided in Master Bed Room.

Grill & Railing

- : ❖ All window grills are made of M. S. flats and Verandah railing will be up-to 2'-6" height;
- ❖ The Verandahs of the Landowners' allocated Flats on the Ground Floor will be protected with Covered Grill.

Extra Work

- : Any extra work other than standard specification shall be charged extra and such amount shall be deposited before the execution of such work;

AVISHEK TRADING
Subhas Saha
Partner