

Sl No I-117/2024



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

94AB 811837

BEFORE THE NOTARY PUBLIC
HOWRAH

ANNEXURE 'A'

[See rule 9]

AGREEMENT FOR SALE

This Agreement for Sale ("Agreement") executed on this 03rd day of September, 2024.

By and Between



SARFA CONSTRUCTION PRIVATE LIMITED
SARFA CONSTRUCTION PRIVATE LIMITED

Md. Sajid Director

03 SEP 2024

Case No. 9785 তারিখ 27 AUG 2024
ক্রেতার নাম ASIT KUMAR DE
টিকানা ADVOCATE
স্থান 107 JUDGE'S COURT HOWRAH

Asit Kumar
সৈকত মেডিক
স্ট্যান্ড ভেডার
হাওড়া আদালত

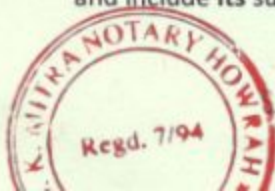
SAREE COMPANY LIMITED
107



1) SRI TAPOS KUMAR ROY (PAN AGTPR0374D) (Aadhaar No 6688 9744 3010) son of Late Manoj Gopal Roy, by faith Hindu, by occupation-Service **2) SRI ABHIJIT ROY** (PAN- AGIPR5277N) (Aadhaar No. 8575 0367 9752) son of Late Manoj Gopal Roy, by faith Hindu, by occupation-Service **3) SMT. BINITA NANDI** (PAN- AAVPN6003D) (Aadhaar No 6722 3039 0121) Wife of Sri Dilip Nandi, daughter of Late Manoj Gopal Roy, by faith Hindu, by occupation- Housewife, **4) SRI PIJUS ROY**, (PAN-BCNPR3700E) (AADHAAR NO. 4569 4213 6551), son of Late Panchu Gopal Roy, by faith Hindu, by occupation- Business, **5) SRI GOUTOM KUMAR ROY**, (PAN: ACJPR1725J and Aadhaar No. 3470 3554 8790) son of Late Panchu Gopal Roy, by occupation Service, all the above are by faith Hindu, residing at Vill: Andul Purbapara, P.O. Andul Mouri, P.S.: Sankrail, District: Howrah, Pin 711302, **6) SMT. LIPIKA SEAL**, (PAN: NYXPS6640Q, Aadhaar No. 4350 8565 7661) wife of Sri Prabhat Kumar Seal, daughter of Late Panchu Gopal Roy, by faith Hindu, by occupation Housewife, residing at 19 Chandicharan Ghosh Road, Post: Barisha, P.S. Thakurpukur, Kolkata 700008, District: South 24 Parganas, **7) SMT. SUDIPTA BANDYOPADHYAY @SUDIPTA BANERJEE**, (PAN: AXHPB1625Q and Aadhaar No. 9388 6109 3119) wife of Sri Amal Banerjee, daughter of Late Shakti Pada Bhattacharya, **8) SMT. AMRITA KONER**, (PAN: ATAPK0377M and Aadhaar No. 6038 4926 5745) wife of Sri Ayas Kanto Koner, daughter of Sri Amal Banerjee and **9) MRS. ANSHUMITA BANERJEE**, (PAN: AWHPB9489R and Aadhaar No. 8236 3816 8363) daughter of Shri Amal Banerjee, Sl. No. 5,6 & 7 are by faith Hindu, by occupation Housewife, residing at Vill: Andul Purbapara, P.O. Andul Mouri, P.S. Sankrail, Howrah .711302, hereinafter collectively referred to as the "**LAND OWNERS**" represented by their lawful and constituted attorney through Development Power of Attorney _____ namely "**M/S. SARFA CONSTRUCTION PRIVATE LIMITED**" (PAN- ABICS2482A), Corporate Identity Number U45201WB2022PTC252941 Private Limited Company, under companies Act, 2013 (18 of 2013) having its office at 1st Floor, Flat No. 1D, Podra Sarkar Para, Arabinda Sarani, LP-494/28/3, Howrah, West Bengal, Pin-711109, represented by its Managing Director **MR. SAJID MOHAMMED** (PAN-BQEPM9517P, Aadhaar No. 2128 8535 3973, Mobile No. 9874684712, Son of Late Md. Hanif, Residing at Village- Podra, P.S. Sankrail, District Howrah- 711109 hereinafter referred to as the "**PROMOTER**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees)

AND

SARFA CONSTRUCTION PRIVATE LIMITED



Md. Sajid

03 SEP 2024

_____ (PAN-_____, D.O.B. _____ Aadhaar No. _____, Mobile No. _____), Son 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, successors-in-interest and permitted assignees)

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

TITLE OF THE PROPERTY

WHEREAS One **Nanda Rani Dasi** wife of Late Khetra Mohan Roy of Andul, P.S. Domjur was seized and possessed of or otherwise well and sufficiently entitled to **ALL THAT** piece and parcel of land admeasuring **2 Bighas 10 Cottahs** more or less out of 5 Bighas land, lying and situate at Mouza Andul, J.L. No. 29, Pargana Mujafarpur, under Police Station Domjur, District - Howrah and she was paying the usual rents and taxes to the Collector as the absolute Owner therein.

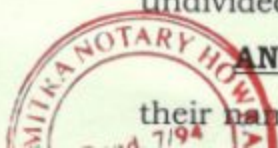
AND WHEREAS While in possession of the said land, the said **Nanda Rani Dasi** by executing a Deed of Sale dated 18-07-1934 duly registered in the office of the Sub-Registrar at Domjur and recorded in Book No.1, being Deed No. 1867, for the year 1934, granted, sold, transferred and conveyed the said **2 Bighas 10 Cottahs** of land unto and in favour of one **Sri Lalit Mohan Roy** son of Late Khetra Mohan Roy of Andul Purba Para for a valuable consideration mentioned therein.

AND WHEREAS by virtue of aforesaid purchase, the said **Sri Lalit Mohan Roy** became the absolute Owner of the said land measuring **2 Bighas 10 Cottahs** and lawfully seized and possessed of the said land without any hindrances and interruptions from others.

AND WHEREAS while the said Sri Lalit Mohan Roy enjoying and occupying the said land measuring 2 Bighas 10 Cottahs more or less died intestate on 04.04.1944, leaving behind his two sons namely **Manoj Gopal Roy** and **Panchu Gopal Roy** as his only legal heirs and successors who jointly inherited the said property as per Hindu Succession Act, 1956.

AND WHEREAS the said Manoj Gopal Roy and Panchu Gopal Roy became the joint owners of the said land left by deceased Lalit Mohan Roy each having undivided $\frac{1}{2}$ shares therein.

AND WHEREAS the said Manoj Gopal Roy and Panchu Gopal Roy jointly got their names recorded and/or mutated in the Revisional Records of Rights in respect



AND WHEREAS the said **Manoj Gopal Roy** also got his name recorded and/or mutated in the office of the B.L. & L.R.O. concerned in respect of land measuring **9 decimals** in L.R. Khatian No.979 of L.R. Dag Nos.698 & 704 at Mouza - Andul on payment of rents thereof.

AND WHEREAS the said **Panchu Gopal Roy** got his name recorded and/or mutated in the office of the B.L.& L.R.O. concerned in respect of the land measuring **8 decimals** in L.R. Khatian No. 700 of L.R. Dag Nos. 698 & 704 at Mouza Andul on payment of rents thereof.

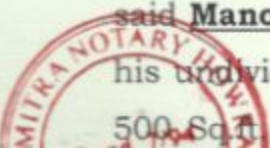
AND WHEREAS the said Panchu Gopal Roy also died intestate on 11.12.1988, leaving behind his wife **Bandana Roy**, two daughters namely **Lipika Seal** wife of Prabhat Kumar Seal, **Tulika Ghosh** wife of Arun Kumar Ghosh and two sons namely Pijus Roy and Goutom Kumar Roy as his only legal heirs and successors who jointly inherited the said property as per Hindu Succession Act, 1956.

AND WHEREAS by way of inheritance the said **Bandana Roy, Lipika Seal, Tulika Ghosh, Pijus Roy and Goutom Kumar Roy** became the joint owners of the said land left by deceased **Panchu Gopal Roy** each having **1/5th** share therein and jointly seized and possessed of the said land without any hindrances and interruptions from others.

AND WHEREAS by a Deed of Gift, dated 13-10-2017, duly registered in the office of the A.D.S.R. Ranihati and recorded in Book No. 1, Volume No. 0503-2017, Pages from 104140 to 104165, Being No. 050304670, for the year 2017, the said **Bandana Roy** granted, transferred, conveyed and bestowed by way of Gift her undivided 1/5th share of land to her son said **Goutom Kumar Roy** out of her natural love and affection.

AND WHEREAS by another Deed of Gift, dated 20-02-2017, duly Registered in the office of the A.D.S.R. Ranihati and recorded in Book No. 1, Volume No. 0503-2017, Pages from 12807 to 12828, Being No. 050304593, for the year 2017, the said **Tulika Ghosh** granted, transferred, conveyed by way of Gift her undivided 1/5th share of land to her brother said **Goutom Kumar Roy** out of her natural love and affection.

AND WHEREAS a separate Deed of Gift, dated 01-10-2020, duly registered in the office of the D.S.R.-II, Howrah and recorded in Book No. 1, Volume No. 0513-2020, Pages from 133069 to 133093, Being No. 051303854, for the year 2020, the said **Manoj Gopal Roy** granted, transferred, conveyed and bestowed by way of Gift his undivided 1000 Sq.ft. land out of which 500 Sq.ft. land from Dag No. 698 and 500 Sq.ft. land from Dag No. 704 to his nephews said **Goutom Kumar Roy** and



AND WHEREAS the said Lipika Seal, Pijus Roy, Goutom Kumar Roy and Manoj Gopal Roy got their names recorded and/or mutated in the office of the B.L. & L.R.O. concerned in respect of land measuring **17 decimals** more or less in L.R. Khatian Nos. 2754, 2753, 2752, 2747, 2877, 979 respectively of L.R. Dag Nos. 698 & 704 at Mouza Andul on payment of rents thereof.

AND WHEREAS by a Deed of Sale dated 22-11-1956, duly registered in the office of the Registrar of Howrah and recorded in Book No. 1, being Deed No. 2857 for the year 1956, one Smt. Mahamaya Debi wife of Sakti Pada Bhattacharyya of Andul Purbapara purchased **ALL THAT** piece and parcel of demarcated land measuring **8 decimals** out of 16 decimals land. lying and situate at Mouza Andul Purba Para, J.L. No. 29, Pargana Mujafarpur, comprised in R.S. Dag No.637, appertaining to R.S. Khatian No. 59 under Police Station Domjur, District Howrah from the then Owner Debi Prasad Roy son of Murari Mohan Roy of Andul Purbapara for a valuable Consideration mentioned therein.

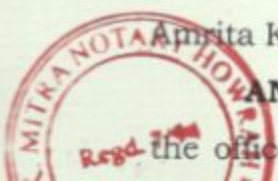
AND WHEREAS by virtue of aforesaid purchase, the said Smt. Mahamaya Debi, since deceased became the absolute Owner of the said land measuring **8 decimals** and lawfully seized and possessed of the said land without any hindrances and interruptions from others.

AND WHEREAS while the said Smt. Mahamaya Debi enjoying and occupying the said land measuring 8 decimals more or less died intestate on 10.01.1995, leaving behind her only daughter Sudipta Banerjee wife of Amal Banerjee as her only legal heirs and successors who inherited the said property as per Hindu Succession Act, 1956.

AND WHEREAS by way of inheritance the said the said Sudipta Banerjee became the absolute owner of the said land left by deceased Mahamaya Debi and lawfully seized and possessed of the said land by mutating her name in the office of the B.L. & L.R.O. concerned in respect of land measuring about 8 decimals more or less in L.R. Khatian No. 2013, of L.R. Dag No. 698 at Mouza - Andul on payment of rents thereof.

AND WHEREAS by a Deed of Gift, dated 31-12-2019, duly registered in the office of the D.S.R.-1, Howrah and recorded in Book No. 1, Volume No. 0501-2019, Pages from 421 to 444, Being No. 050106883, for the year 2019, the said Sudipta Banerjee granted, transferred, conveyed by way of Gift of 2.666 decimals out of 08 decimals of land together with a brick built structure of 470 sq.ft. to her daughter Anrita Koner out of her natural love and affection.

AND WHEREAS by another Deed of Gift, dated 31-12-2019, duly registered in the office of the D.S.R.-I, Howrah and recorded in Book No. 1, Volume No. 0501-



Sudipta Banerjee granted, transferred, conveyed and bestowed by way of Gift of 2.666 decimals out of 08 decimals of land together with a brick built structure of 470 sq.ft. to her younger daughter **Anshumita Banerjee** out of her natural love and affection.

AND WHEREAS in the manner stated above, said **Sudipta Banerjee, Amrita Koner and Anshumita Banerjee** became the joint Owners of the said land measuring 8 decimals more or less, lying and situate at Mouza - Andul, appertaining Pargana - Mujafarpur, comprised in L.R. Dag Nos. 698, appertaining to L.R. Khatian Nos. 2013 under Police Station Domjur now Sankrail, under Andul Gram Panchayat, A.D.S.R. Office at Ranihati, District Howrah

AND WHEREAS thereafter said **Sudipta Banerjee, Amrita Koner and Anshumita Banerjee** got their share in the said property and mutated in the office of the B.L. & L.R.O. concerned in respect of land measuring **8 decimals** more or less in L.R. Khatian Nos. 2013, 2856 & 2859 respectively of L.R. Dag Nos. 698 at Mouza Andul on payment of rents thereof.

AND WHEREAS in the aforesaid manner, **1) SRI TAPAS KUMAR ROY 2) SRI ABHIJIT ROY 3) SMT. BINITA NANDI 4) SRI PIJUS ROY, 5) SRI GOUTOM KUMAR ROY, 6) SMT. LIPIKA SEAL, 7) SMT. SUDIPTA BANDYOPADHYAY @SUDIPTA BANERJEE, 8) SMT. AMRITA KONER and 9) MRS. ANSHUMITA BANERJEE** became the joint Owners of the said land measuring **25 decimals more or less, lying and situate at Mouza - Andul, J.L. No. 29, Pargana - Mujafarpur, comprised in L.R. Dag Nos. 698 & 704, appertaining to L.R. Khatian Nos. 979, 2754, 2753, 2752, 2747, 2877, 2013, 2856 & 2859 under Police Station Domjur now Sankrail, within the local limits of Andul Gram Panchayat, A.D.S.R Office at Ranihati, District - Howrah** and thus enjoying the same by paying usual rents and taxes to the said Appropriate Authorities with exclusive rights of Ownership thereto.

AND WHEREAS Out of the total area measuring 25 decimals, share of land as per owners stated below:

(i) **L. R. Dag No. 698 Area of land 16 Decimals.**

- 1) SRI TAPAS KUMAR ROY, undivided 0.96 Decimals from L. R. Khatian No. 979.
- 2) SRI ABHIJIT ROY, undivided 0.96 Decimals from L. R. Khatian No. 979.
- 3) SMT. BINITA NANDI, undivided 0.95-Decimals from L. R. Khatian No. 979.
- 4) SRI PIJUS ROY, undivided 1.37 Decimals from L. R: Khatian No. 2753.
- 5) SRI GOUTOM KUMAR ROY, undivided 2.97 Decimals from L. R. Khatian No. 2747, 2752 & 2877.
- 6) SMT. LIPIKA SEAL, undivided 0.8 Decimals from L. R. Khatian No. 2754.



- 7) SMT. SUDIPTA BANDYOPADHYAY @SUDIPTA BANERJEE, undivided 2.67 Decimals from L. R. Khatian No. 2013.
- 8) SMT. AMRITA KONER, undivided 2.66 Decimals from L. R. Khatian No. 2859.
- 9) MRS. ANSHUMITA BANERJEE, undivided 2.66 Decimals from L. R. Khatian No. 2856.

(ii) **L. R. Dag No. 704 Area of land 09 Decimals.**

- 1) SRI TAPAS KUMAR ROY, undivided 1.12 Decimals from L. R. Khatian No. 979
- 2) SRI ABHIJIT ROY, undivided 1.12 Decimals from L. R. Khatian No. 979.
- 3) SMT. BINITA NANDI, undivided 1.12 Decimals from L. R. Khatian No. 979.
- 4) SRI PIJUS ROY, undivided 1.47 Decimals from L. R. Khatian No. 2753.
- 5) SRI GOUTOM KUMAR ROY, undivided 3.27 Decimals from L. R. Khatian No. 2747, 2752 & 2877.
- 6) SMT. LIPIKA SEAL, undivided 0.9 Decimals from L. R. Khatian No. 2754.

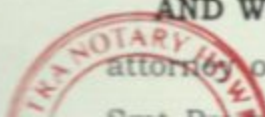
AND WHEREAS for better accommodation of the position of the Land Owners, they are interested to develop the said property by engaging developer.

AND WHEREAS for purpose of development of the said property the landowners and the said developer namely **D. S. Construction** have executed one Registered Development Agreement dated 08-08-2021, recorded in Book No. I, Volume No. 0501-2021, page Nos. 104438 to 104502. Being No. 050102654 for the year 2021, before the District Sub-Registrar Officer-I, Howrah and for betterment of construction work and/or to sell the Developer's allocation also Registered Development Power of Attorney dated 11-08-2021, recorded in Book No. 1, Volume No. 0501-2021, page Nos. 105668 to 105721 Being No. 050102693 for the year 2021, before the District Sub-Registrar Officer-I, Howrah.

AND WHEREAS by execution of the aforesaid Development Agreement and Power of Attorney, the land owners have engaged, appointed the above named developer for the purpose of development of the said property, as specifically described in the Schedule written herein below.

AND WHEREAS, but due to his **financial, inconvenience** and personal problem, the Developer/Power of Attorney holder cannot able to commence and/or proceed the said development work and/or any related acts, As a result of which the said property is lying as is condition, only the said the development Agreement and Power of Attorney, are executed, nothing else and nothing more.

AND WHEREAS in existence with the said development agreement and power of attorney one land owner namely **Manoj Gopal Roy** died on 11.09.2023, (his wife



namely Tapas Kumar Roy, Abhijit Roy and one married daughter Smt Binita Nandi as his only legal heirs and successors.

AND WHEREAS the said developer viz. **D. S. Construction** has made negotiation with the land owners and expressed its incapability of development and also requested the LAND OWNERS to cancel the said Agreement and/or revoked the said Power of Attorney, such proposal has been accepted by the land owners and to avoid future complication and litigation, they have jointly agreed to cancel the said development Agreement and power of attorney by execution of necessary instruments.

AND WHEREAS on mutual understanding and settlement as made between the said land owners and the said Developer (D.S. Construction, represented by Sri Sachin Sharma) one registered cancellation of Development Agreement dated 20.12.2023 being No.06227 of 2023 and revocation of Power of Attorney dated 20.12.2023 were made and executed, the previous developer has relinquish his right from the said property.

AND WHEREAS a newspaper advertisement dt.07.12.2023 was published for Bengali Pratidin Newspaper, prior to that a complaint dt. 01.12.2023 was ledged to local Police Station by the said developer.

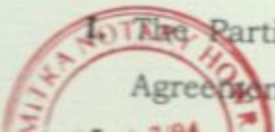
WHEREAS

- A. thereafter the land owners namely **1) SRI TAPOS KUMAR ROY 2) SRI ABHIJIT ROY 3) SMT. BINITA NANDI 4) SRI PIJUS ROY, 5) SRI GOUTOM KUMAR ROY, 6) SMT. LIPIKA SEAL, 7) SMT. SUDIPTA BANDYOPADHYAY @ SUDIPTA BANERJEE, 8) SMT. AMRITA KONER and 9) MRS. ANSHUMITA BANERJEE** express their intention to develop the landed property and on receiving and knowing their intention, the developer viz. **"M/S. SARFA CONSTRUCTION PRIVATE LIMITED** represented by its Managing Director **MR. SAJID MOHAMMED** being experienced and financially well equipped are interested to develop the said property, subject, to specific confirmation and representation that all necessary formations, permission from the appropriate concern.
- B. the Owners and the Promoter have entered into a development agreement dated 20/12/2023 registered at the office of the District Sub Registrar -II, Howrah recorded in Book No.-I, Volume No. 0513-2024, Pages from 2972 to 3019 bearing Deed No 051310645 of the year 2023 and for betterment of construction work and/or to sell the Developer's allocation also Registered Development Power of Attorney dated 20/12/2023 registered at the office of the District Sub Registrar - II, Howrah recorded in Book No.-I, Volume No. 0513-2024, bearing Deed No



- C. The Said Land is earmarked for the purpose of building a commercial/residential project, comprising **G+4** multistoried apartment buildings and the said project shall be known as '**SARAFI RIVIERA**' ("Project");
- D. 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;
- E. The **Howrah Zilla Parishad** has granted the commencement certificate to develop the Project vide approval / issued a Sanctioned Plan dated 25/07/2024 bearing no. 162/032/HZP/ES
- F. The Promoter has obtained the final layout plan approvals for the Project from **Howrah Zilla Parishad**. 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;
- G. The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at _____ no. _____; on _____ under registration
- H. The Allottee had applied for an apartment in the Project vide application no. _____ dated _____ and has been allotted apartment no. _____ having carpet area of _____ square feet, type _____, on _____ floor in [tower/block/building] no. ("Building") along with garage/closed parking no. _____ admeasuring _____ square feet in the _____ [Please insert the location of the garage/closed parking], 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); [OR] The Allottee had applied for a plot in the Project vide application no. _____ dated _____ and has been allotted plot no. _____ having area of _____ square feet and plot for garage/closed parking admeasuring _____ square feet (if applicable) in the [Please insert the location of the garage/closed parking], 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 "Plot" more particularly described in Schedule A);

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



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

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 [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):

B SCHEDULE DETAILS

2. EXPLANATION:

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



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.

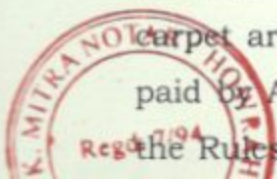
The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time.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

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

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

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

The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate* is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If



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/Plot];
- ii The Allottee shall also have undivided proportionate share in the Common Areas. Since the share / interest of Allottee in the Common Areas is undivided and cannot be divided 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/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 Promoter and the Allottee 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.

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



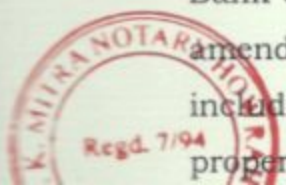
filed with the Competent Authority in accordance with the West Bengal Apartment Ownership Act, 1972 The Promoter agrees to pay all outgoings before transferring the physical possession of the apartment to the Allottees, which it has collected from the Allottees, for the payment of outgoings (including 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/Plot] 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/Plot] 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,



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/Plot] 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/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 Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor



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

(i) **Schedule for possession of the said [Apartment/Plot]:** The Promoter agrees and understands that timely delivery of possession of the [Apartment/Plot] is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over 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 agrees that the 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 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.

(ii) **Procedure for taking possession** - The Promoter, upon obtaining the occupancy certificate* from the competent authority shall offer in writing the possession of the [Apartment/Plot], to the Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter shall give possession of the [Apartment/Plot] 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



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.

- (iii) **Failure of Allottee to take Possession of [Apartment/Plot]:** Upon receiving a written intimation from the Promoter as per clause 7.2, the Allottee shall take possession of the [Apartment/Plot] from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the [Apartment/Plot] 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.
- (iv) **Possession by the Allottee** – After obtaining the occupancy certificate* and handing over physical possession of the [Apartment/Plot] 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.
- (v) **Cancellation by Allottee** – The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act: Provided that where the allottee proposes to cancel/withdraw from the project without any fault of the promoter, the promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the allottee shall be returned by the promoter to the allottee within 45 days of such cancellation.
- (vi) **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/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 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,



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 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/Plot].

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; [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 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 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/Plot] which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [Apartment/Plot] to 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/Plot] 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/Plot] 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



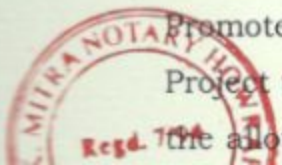
Allottee under any head whatsoever towards the purchase of the apartment, along with interest at the rate specified in the Rules within forty-five days of receiving the termination notice: Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall 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/Plot].

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/Plot] under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the [Apartment/Plot] together with proportionate indivisible share in the Common Areas within 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/Plot]. [Insert any other clauses in relation to maintenance of project, infrastructure and equipment]

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

14. RIGHT TO ENTER THE APARTMENT FOR REPAIRS The Promoter / maintenance agency /association of allottees shall have rights of unrestricted access of all 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/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.

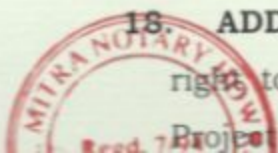
15. USAGE Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the _____ (project name), shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per _____ selected 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



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

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

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





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

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

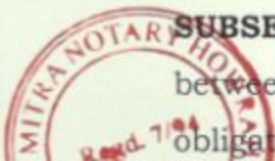
21. BINDING EFFECT Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment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

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

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

24. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE / SUBSEQUENT ALLOTTEES It is clearly understood and so agreed by and

between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable



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

- 25. WAIVER NOT A LIMITATION TO ENFORCE** The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottees. Failure on the part of the Promoter to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.
- 26. SEVERABILITY** If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.
- 27. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT** Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be the proportion which the carpet area of the [Apartment/Plot] bears to the total carpet area of all the [Apartments/Plots] in the Project.
- 28. FURTHER ASSURANCES** Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.
- 29. PLACE OF EXECUTION** The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in _____ after the Agreement is duly executed by the Allottee and the Promoter or simultaneously



Registrar. Hence this Agreement shall be deemed to have been executed at _____.

30. NOTICES That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post at their respective addresses specified below: _____ Name of Allottee

(Allottee Address) M/s _____
Promoter name _____ (Promoter Address) It shall be the duty of the Allottee and the promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Allottee, as the case may be.

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

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

33. DISPUTE RESOLUTION All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the Adjudicating Officer appointed under the Act. [Please insert any other terms and conditions as per the contractual understanding between the parties, however, please ensure that such additional terms and conditions are not in derogation of or inconsistent with the terms and conditions set out above or the Act and the Rules and Regulations made thereunder.]

SCHEDULE 'A'

PLEASE INSERT DESCRIPTION OF THE [APARTMENT/PLOT] AND THE GARAGE/ CLOSED PARKING (IF APPLICABLE) ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS



ALL THAT piece and parcel of Bastu Land measuring about **25 decimals** more or less, lying and situate at Mouza - Andul, J.L. No. 29, Pargana - Mujafarpur,

2754, 2753, 2752, 2747, 2877, 2013, 2856 & 2859 under Police Station Domjur
now Sankrail, within the local limits of Andul Gram Panchayat, A.D.S.R Office at
Ranihati, District - Howrah

SCHEDULE 'B' -
FLOOR PLAN OF THE APARTMENT

SCHEDULE 'C' -
PAYMENT PLAN BY THE ALLOTTEE



03 SEP 2024

THE SCHEDULE -D ABOVE REFERRED TO

(Common Portion)

Entrance, boundary wall, gate or gates. electricity consumption meter room and other electrical fittings in the common areas vacant spaces, left open after, the construction of the building overhead and underground water tank of tanks, pump house, septic tank. Sewerage lines, all externals water lines, path ways, steps, landings etc. of whatsoever manner or nature.

THE SCHEDULE-E ABOVE REFERRED TO

[THE COMMON EXPENSES]

1. **MAINTENANCE:** All costs for maintaining, operating, replacing, - whitewashing, painting, decorating, redecorating, re-building, re-constructing, lighting and renovating the Common Areas, including the exterior- or interiors (but not inside the **SHOP & FLAT**) walls of the Building
2. **OPERATIONAL:** All expenses for running and operating all machinery, equipments, and installations, comprised in the Common Areas, including pump, lights, of the common, areas and other common installations including their license fees, taxes and other levies(if any)..
3. **STAFF:** The salaries and all other expenses on the staff to be employed for the common purposes, viz, manager, clerks, security personnel, sweepers, plumbers, electricians etc including their perquisites, bonus and other emoluments and benefits
- 4 **ASSOCIATION:** Establishment and all other expenses of the Association, including its formation, office and miscellaneous expenses and also similar expenses of the Vendor until handing over to the Association
5. **RATES AND TAXES:** Panchayet / Zill Parishad and other rates, taxes, Levies and all other outgoings, if any, in respect of the premises (save those assessed separately in respect of any **SHOP & FLAT**).
6. **INSURANCE:** Proportionate cost of insuring the building and/or common portions.
7. **COMMON UTILITIES:** All charges and. deposits for supplies of common utilities to the complainant OWNER, in common.
8. **RESERVES:** Creation of fund for replacement, renovation and other period expenses.



IN WITNESS WHEREOF the parties hereto set and subscribed their hands and seals on this day, month and year first above written.

SIGNED, SEALED & DELIVERED

IN PRESENCE OF

WITNESSES:-

Constituted Attorney of Land Owners viz. 1) SRI TAPOS KUMAR ROY 2) SRI ABHIJIT ROY 3) SMT. BINITA NANDI 4) SRI PIJUS ROY, 5) SRI GOUTOM KUMAR ROY, 6) SMT. LIPIKA SEAL, 7) SMT. SUDIPTA BANDYOPADHYAY @ SUDIPTA BANERJEE, 8) SMT. AMRITA KONER and 9) MRS. ANSHUMITA BANERJEE

1.

SARTA CONSTRUCTION PRIVATE LIMITED

Md. Saikat

Director

SIGNATURE OF THE DEVELOPER

2.

SIGNATURE OF THE PURCHASERS

Drafted by me.

[Signature]

Advocate



ATTESTED

[Signature]

S. K. Mitra
Notary Howrah
West Bengal, India
Regd. No. 7/94

3.9.24

03 SEP 2024