

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE made this _____ day of _____ Two Thousand
Twenty Four (2024) of the Christian era at Kolkata.

S. G. CONSTRUCTION
Gouranga Das
Partner

BETWEEN

(1) SRI NANI GOPAL DAS (PAN : BYEPD4324B), son of Bolohari Das, by faith - Hindu, by occupation –Retired Person, by Nationality Indian, residing at 159, M.M. Ghosh Road, P.O. – Motijheel, P.S. Dum Dum now Nager Bazar, Kolkata - 700 074, in the District of North 24-Parganas, **(2) SMT. MITHU DAS (PAN : BQRPD5337D)**, wife of Sri Goutam Das, by faith - Hindu, by occupation – Housewife, by Nationality - Indian, residing at 263, M.M. Ghosh Road, P.O. – Motijheel, P.S. Dum Dum now Nager Bazar, Kolkata - 700 074, in the District of North 24-Parganas, hereinafter jointly called the "**VENDOR-OWNERS/FIRST PARTY**" (which terms or expression shall unless excluded by or repugnant to the context or subject or context be deemed to mean and include their heirs, executors, administrators, legal representatives, and assigns) of the **FIRST PART**.

The owners / Vendors represented through **their** Constitute Attorney "**S.G. CONSTRUCTION**" having its office at 368, Nayapatty Road, 1st Floor, P.O.- Bangur Avenue, P.S. – Dum Dum, Kolkata – 700055, Dist. – North 24 Parganas, West Bengal, being represent by its Partners namely (1) **SRI GOURANGA DAS (PAN: AZVPD0166E)**, Son of Subodh Chandra Das, by occupation- Business, by faith- Hindu, by Nationality- Indian, residing at 30/45, Nayapatty Road, Durgabati Colony, P.O.- Bangur Avenue, P.S. – Dum Dum now Nager Bazar, Kolkata – 700055, Dist. – North 24 Parganas, West Bengal, (2) **SRI SWARUP DEBNATH (PAN: ALGPD4089B)**, Son of Late Gour Mohan Debnath, by occupation- Business. by faith- Hindu, by Nationality- Indian, residing at 115, Nayapatty Road, Water Tank, P.O.- Bangur Avenue, P.S. – Dum Dum now Nager Bazar, Kolkata – 700055, Dist. – North 24 Parganas, West Bengal, by dint of Two Different Development Power of Attorney (1) executed on 20th day of May, 2022 which was registered at the office of the Additional District Sub-Registrar Cossipore Dum Dum and recorded in Book No. 1, Volume No. 1506-2022, page No. 285196 to 285214, being No. 150606658 for the year 2022, (2) executed on 20th day of May, 2022 which was registered at the office of the Additional District Sub-Registrar Cossipore Dum Dum and recorded in Book No. 1, Volume No. 1506-2022, page No. 285177 to 285195, being No. 150606659 for the year 2022.

AND

"S.G. CONSTRUCTION (PAN: AERFS2921M)" having its office at 368, Nayapatty Road, 1st Floor, P.O.- Bangur Avenue, P.S. – Dum Dum, Kolkata – 700055, Dist. – North 24 Parganas,

West Bengal, being represent by its Partners namely (1) **SRI GOURANGA DAS (PAN: AZVPD0166E)**, Son of Subodh Chandra Das, by occupation- Business, by faith- Hindu, by Nationality- Indian, residing at 30/45, Nayapatty Road, Durgabati Colony, P.O.- Bangur Avenue, P.S. – Dum Dum now Nager Bazar, Kolkata – 700055, Dist. – North 24 Parganas, West Bengal, (2) **SRI SWARUP DEBNATH (PAN: ALGPD4089B)**, Son of Late Gour Mohan Debnath, by occupation- Business, by faith- Hindu, by Nationality- Indian, residing at 115, Nayapatty Road, Water Tank, P.O.- Bangur Avenue, P.S. – Dum Dum now Nager Bazar, Kolkata – 700055, Dist. – North 24 Parganas, West Bengal, hereinafter called the **DEVELOPERS** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include **their** heirs, executors, administrators, legal representatives and assigns) of the **SECOND PART**.

AND

(1) _____ (PAN: _____, AADHAAR NO. XXXX XXXX XXXX) wife of _____, By Occupation - _____ (2) _____ (PAN: _____, AADHAAR NO. XXXX XXXX XXXX) wife of _____, By Occupation - _____ both are By faith - _____, By Nationality- _____, Residing at _____, P.O.- _____, P.S.- _____, Kolkata - _____, Dist- _____, West Bengal, hereinafter referred to as the **"PURCHASER (S) / ALLOTEE"** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his/his/their successor or successors, successors in office, successors in interest, and/or permitted assigns) of the **THIRD PART**.

The Developer / Promoter and Purchaser (s) / Allottee (s) shall hereinafter collectively be referred to as the Parties" and individually as a "Party"

BACK GROUND:

BY AND BETWEEN

(1) **SRI NANI GOPAL DAS (PAN : BYEPD4324B)**, son of Bolohari Das, by faith - Hindu, by occupation –Retired Person, by Nationality Indian, residing at 159, M.M. Ghosh Road, P.O. – Motijheel, P.S. Dum Dum now Nager Bazar, Kolkata - 700 074, in the District of North 24- Parganas, (2) **SMT. MITHU DAS (PAN : BQRPD5337D)**, wife of Sri Goutam Das, by faith - Hindu, by occupation – Housewife, by Nationality - Indian, residing at 263, M.M. Ghosh Road,

S. G. CONSTRUCTION

Gouranga Das

Partner

P.O. – Motijheel, P.S. Dum Dum now Nager Bazar, Kolkata - 700 074, in the District of North 24-Parganas, hereinafter jointly called the "**VENDOR-OWNERS/FIRST PARTY**" (which terms or expression shall unless excluded by or repugnant to the context or subject or context be deemed to mean and include their heirs, executors, administrators, legal representatives, and assigns) of the **FIRST PART**.

The owners / Vendors represented through **their** Constitute Attorney "**S.G. CONSTRUCTION**" having its office at 368, Nayapatty Road, 1st Floor, P.O.- Bangur Avenue, P.S. – Dum Dum, Kolkata – 700055, Dist. – North 24 Parganas, West Bengal, being represent by its Partners namely (1) **SRI GOURANGA DAS (PAN: AZVPD0166E)**, Son of Subodh Chandra Das, by occupation- Business, by faith- Hindu, by Nationality- Indian, residing at 30/45, Nayapatty Road, Durgabati Colony, P.O.- Bangur Avenue, P.S. – Dum Dum now Nager Bazar, Kolkata – 700055, Dist. – North 24 Parganas, West Bengal, (2) **SRI SWARUP DEBNATH (PAN: ALGPD4089B)**, Son of Late Gour Mohan Debnath, by occupation- Business, by faith- Hindu, by Nationality- Indian, residing at 115, Nayapatty Road, Water Tank, P.O.- Bangur Avenue, P.S. – Dum Dum now Nager Bazar, Kolkata – 700055, Dist. – North 24 Parganas, West Bengal, by dint of Two Different Development Power of Attorney (1) executed on 20th day of May, 2022 which was registered at the office of the Additional District Sub-Registrar Cossipore Dum Dum and recorded in Book No. 1, Volume No. 1506-2022, page No. 285196 to 285214, being No. 150606658 for the year 2022, (2) executed on 20th day of May, 2022 which was registered at the office of the Additional District Sub-Registrar Cossipore Dum Dum and recorded in Book No. 1, Volume No. 1506-2022, page No. 285177 to 285195, being No. 150606659 for the year 2022.

AND

"**S.G. CONSTRUCTION (PAN: AERFS2921M)**" having its office at 368, Nayapatty Road, 1st Floor, P.O.- Bangur Avenue, P.S. – Dum Dum, Kolkata – 700055, Dist. – North 24 Parganas, West Bengal, being represent by its Partners namely (1) **SRI GOURANGA DAS (PAN: AZVPD0166E)**, Son of Subodh Chandra Das, by occupation- Business, by faith- Hindu, by Nationality- Indian, residing at 30/45, Nayapatty Road, Durgabati Colony, P.O.- Bangur Avenue, P.S. – Dum Dum now Nager Bazar, Kolkata – 700055, Dist. – North 24 Parganas, West Bengal, (2) **SRI SWARUP DEBNATH (PAN: ALGPD4089B)**, Son of Late Gour Mohan Debnath, by occupation- Business, by faith- Hindu, by Nationality- Indian, residing at 115, Nayapatty Road, Water Tank, P.O.- Bangur Avenue, P.S. – Dum Dum now Nager Bazar, Kolkata – 700055, Dist.

– North 24 Parganas, West Bengal, hereinafter called the **DEVELOPERS** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include **their** heirs, executors, administrators, legal representatives and assigns) of the **SECOND PART**.

AND

(1) _____ (PAN: _____, AADHAAR NO. XXXX XXXX 1234) wife of _____, By Occupation - _____ (2) _____ (PAN: _____, AADHAAR NO. XXXX XXXX 1234) wife of _____, By Occupation - _____ both are By faith - _____, By Nationality- _____, Residing at _____, P.O.- _____, P.S.- _____, Kolkata - _____, Dist- _____, West Bengal, hereinafter referred to as the "**PURCHASER (S) / ALLOTEE**" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include his/his/their successor or successors, successors in office, successors in interest, and/or permitted assigns) of the **THIRD PART**.

The Developer / Promoter and Purchaser (s) / Allottee (s) shall hereinafter collectively be referred to as the Parties" and individually as a "Party"

BACK GROUND:

WHEREAS Nani Gopal Das acquired **ALL THAT** piece and parcel of a plot of land measuring an area of land measuring 01 (One) Cottahs 12 (Twelve) Chittacks Bastu land be the same a little more or less along with one kancha structure measuring about 100 (One Hundred) Sq. ft., under Mouza – Satgachi, J.L. No. 20, R.S. No. 154, C.S. Dag No. 375, Touzi No. 3162, R.S. Dag No. 1719, 1720, Khatian No. 239, Holding No. 159, M.M. Ghosh Road, P.S. – Dum Dum now Nager Bazar, P.O. Motijheel, Kolkata – 700 074, Ward No. 21, under the South Dum Dum Municipality, District – North 24-Parganas (morefully and particularly described in the FIRST SCHEDULE hereunder written), under A.D.S.R. Cossipore Dum Dum, North 24-Parganas by virtue of one Deed of Sale duly registered before the D.S.R. Barasat and recorded in Book No. I, Volume No.

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Gowanga Das
Partner

99, Pages 133, Being No. 4298, for the year 1993, executed by Sri Subarna Karmakar, unto the favour of present land Owner Sri Nani Gopal Das.

AND WHEREAS by virtue of aforesaid Deed, the Owner Sri Nani Gopal Das became the sole and absolute owner of the said property and mutated his name in the records of the South Dum Dum Municipality and obtain Holding No. 159, M.M. Ghosh Road, Kolkata – 700 074 and is paying municipal taxes in his name as absolute owner and occupier thereof and is now seized and possessed of the same free from all sorts of encumbrances.

AND WHEREAS the said Nani Gopal Das decided to develop the said plot of land by erecting/raising a Ground plus Four storied building by a Developer for their common benefit and entered into a Registered Development Agreement executed on 20th day of May, 2022 with the Developer namely S.G. Construction **the partnership firm represented by its partners** Sri Gouranga Das and Sri Swarup Debnath, which was duly Registered at the office of the Additional District Sub-Registrar at Cossipore Dum Dum, in Book No. 1, Volume No. 1506-2022, pages 285400 to 285429 being No. 150606623 for the year 2022, with some term and conditioned mentioned thereon and said owner namely Nani Gopal Das also executed a General Power of Attorney in favour of S.G. Construction **the partnership firm represented by its partners** Sri Gouranga Das and Sri Swarup Debnath, executed on 20th day of May, 2022 which was registered at the office of the Additional District Sub-Registrar at Cossipore Dum Dum in Book No. 1, Volume No. 1506-2022, page No. 285196 to 285214, being No. 150606658 for the year 2022, empowering the Developer to enter into an agreement for sale and/or to enter into a sale transaction of the said ownership flats (save and except the said Owner's Allocation) and to receive from the intending or prospective purchaser or purchasers against the said proposed or constructed ownership flats and to take full and final payment of such advance and price or consideration money in the name of the Attorney and to do such other acts as contained therein;

WHEREAS Smt. Mithu Das owned and acquired **ALL THAT** piece and parcel of a plot of land measuring an area of land measuring about 02 (Two) Cottahs Bastu land be the same a little more or less along with one kancha structure measuring about 100 (One Hundred) Sq. ft., under Mouza – Satgachi, J.L. No. 20, R.S. No. 6, Touzi No. 3162, C.S. Dag No. 1719 and 1720, corresponding to L.R. Dag No. 1473, 1474, Khatian No. 239, corresponding to L.R. Khatian No. 32, within the local limits of South Dum Dum Municipality, Ward No. 21, at Premises No. 263, M.M. Ghosh Road, within jurisdiction of A.D.S.R. Cossipore Dum Dum, P.S. – Dum Dum now

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Partner

Nager Bazar, P.O. Motijheel, Kolkata – 700 074, District – North 24-Parganas (morefully and particularly described in the FIRST SCHEDULE hereunder written), by virtue of one Deed of Gift duly registered before the A.D.S.R. Cossipore Dum Dum and recorded in Book No. 1, Volume No. 1506-2019, Pages from 361323 to 361351, Being No. 7542, for the year 2019, executed by her brother Sri Biresh Dutta, unto the favour of present land Owner Smt. Mithu Das by virtue of natural love and affection upon himself.

AND WHEREAS by virtue of aforesaid Deed, the land Owner namely Smt. Mithu Das became the sole and absolute owner of the said property and mutated her name in the records of local South Dum Dum Municipality and obtain Holding No. 159, M.M. Ghosh Road, Kolkata – 700 074 and is paying municipal taxes in her name as absolute owner and occupier thereof and is now seized and possessed of the same free from all sorts of encumbrances.

AND WHEREAS the said Smt. Mithu Das decided to develop the said plot of land by erecting/raising a Ground plus Four storied building by a Developer for their common benefit and entered into a Registered Development Agreement executed on 20th day of May, 2022 with the Developer namely S.G. Construction **the partnership firm represented by its partners** Sri Gouranga Das and Sri Swarup Debnath, which was duly Registered at the office of the Additional District Sub-Registrar at Cossipore Dum Dum, in Book No. 1, Volume No. 1506-2022, pages, pages 285430 to 285459 being No. 150606624 for the year 2022, with some term and conditioned mentioned thereon and said owner namely Smt. Mithu Das, the Owner also executed a General Power of Attorney dated the 20th day of May, 2022 which was registered at the office of the Additional District Sub-Registrar at Cossipore Dum Dum in Book No. 1, Volume No. 1506-2022, page No. 285177 to 285195, being No. 150606659 for the year 2022, empowering the Developer to enter into an agreement for sale and/or to enter into a sale transaction of the said ownership flats (save and except the said Owner's Allocation) and to receive from the intending or prospective purchaser or purchasers against the said proposed or constructed ownership flats and to take full and final payment of such advance and price or consideration money in the name of the Attorney and to do such other acts as contained therein;

AND WHEREAS thereafter said Nani Gopal Das and Smt. Mithu Das jointly decided to amalgamated their land into single holding and 206, M.M. Ghose Road, Kolkata- 700074 and executed a deed of amalgamation executed on 20th day of May, 2022 which was registered at

the office of the Additional District Sub-Registrar at Cossipore Dum Dum in Book No. 1, Volume No. 1506-2022, page No. 286059 to 286076, being No. 150606667 for the year 2022.

AND WHEREAS the Vendor-Developer started construction of the building on the demised premises at his own costs;

AND WHEREAS the Developer is constructing the building on the said property consisting of several flats / Garage/Unit spaces according to the sanctioned plan, sanctioned by the South Dum Dum Municipality vide plan No. **765 dated 26th day of May, 2023**, hereinafter called the "**Said Plan**". The construction is now going on progress.

AND WHEREAS the Owners/Vendors being the party of the first part and Developer party of the second part as Developer, Confirming Party and attorney agree to sell from his **DEVELOPER ALLOCATION** and the Purchasers agree to purchase one self-contain Residential Flat on the _____ Floor being No. _____, _____ side measuring carpet area of _____ (_____) Sq. Ft. more or less corresponding to super built up area measuring _____ (_____) Sq. Ft. more or less together with one car Parking Space / Garage being No. _____, on the **Ground Floor**, _____ Side measuring an area of _____ (_____) Sq. Ft. more or less of the said building at the below schedule mentioned property, more fully and particularly described in the Second Schedule hereunder written and together with proportionate share and interest on the land described in the first schedule at or for the consideration of Rs. _____/- (_____) only @ Rs. _____/- (_____) only per Sq. ft.. on super built up area.

DEFINITIONS:

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

- a) "**Act**" means the West Bengal Housing Industry Regulation Act, 2017 (West Ben, Act XLI of 2017);
- b) "**Rules**" means the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017;
- c) "**Regulations**" means the Regulations made under the West Bengal Housing Industry Regulation Act, 2017;
- d) "**section**" means a section of the Act.

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Gouravendra Das
Partner

- e) The Said Land is earmarked for the purpose of building a [commercial/residential/ any other purpose] project comprising multistoried apartment buildings and the said project shall be known as ("Project").
- f) The Said Land is earmarked for the purpose of plotted development of a [commercial/residential/any other purpose] project, comprising plots and the said project shall be known as "**ARANYAK**", ("Project")
- g) 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 post approved by the competent authority;
- h) The Developer / Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Developer / Promoter regarding the Said Land on which Project is to be constructed have been completed;
- i) The **SOUTH DUM DUM MUNICIPALITY** has granted the commencement certificate to develop the project.
- j) The Developer / Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the apartment or building, (as the case may be) The Developer / Promoter agrees and undertakes that the Developer / Promoter liable to Provide Occupancy Certificate from the concern Authority.
- k) The Developer / Promoter to be registered the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at **Kolkata** on _____ day of _____, **2024** under registration no. _____.
- l) The Purchaser (s) / Allottee (s) had applied for an apartment in the Project vide application No. ____ dated _____ day of _____, **2024** and has been allotted one self-contained Residential Flat on the _____ Floor being No. _____, _____ side measuring carpet area of _____ (_____) Sq. Ft. more or less corresponding to super built up area measuring _____ (_____) Sq. Ft. more or less together with one car Parking Space / Garage being No. _____, on the **Ground Floor**, _____ Side measuring an area of _____ (_____) Sq. Ft. more or less in the Building "**ARANYAK**" ("Building"), as permissible under the applicable law and of pro rate share in the common

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Partner

areas("Common Areas") as defined under clause (m) of Section 2 of the Act (hereinafter referred to as the "Apartment" more particularly described in Schedule A.;

- m) The parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligation detailed herein:
- n) 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:
- o) The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in the Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter:
- p) In accordance with the terms and conditions set out in the Agreement and as mutually agreed upon by and between the Parties, the Developer / Promoter hereby agrees to sell and the Purchaser (s) / Allottee (s) hereby agrees to purchase the Apartment and the garage/covered parking (if applicable) as specified in para B.

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

1. TERMS:

1.1 Subject to the terms and conditions as detailed in this Agreement, the Developer / Promoter agrees to sell to the Purchaser (s) / Allottee (s) and the Purchaser (s) / Allottee (s) hereby agrees to purchase, the Apartment as specified in para B.

1.2 The Total Price for the Apartment based Rs. _____/-
(_____) only ("Total on the Super built up area Price") (Give break up and description):

Building : ARANYAK Flat No. " ____ " Type: Residential Flat Floor : _____	Rate of Apartment per square feet* @ Rs. _____/- [Rupees _____] per sq. Ft. on super built up area
Garage No. " _____ " Type: Car Parking Space/ Garage Floor : Ground	Rate of Cap Parking Space per square feet*

	@ Rs. _____/- [Rupees _____] per sq. Ft. on super built up area
Total price (in rupees)	Rs. _____/- (_____) only

*Provide break up of the amounts such as cost of apartment, cost of inclusive balcony or verandah areas, cost of exclusive open terrace areas,

Definition of Area of Flat :- Super built up area means (covered area plus proportionate area of staircase plus lift area) i.e. built up area plus 30 (Thirty) % service area.

*Provide break up the amounts such as cost of plot, proportionate cost of common areas, taxes, maintenance charges as per para II etc. if/as applicable.

Explanation:

- (i) The Total Price above includes the booking amount paid by the Purchaser (s) / Allottee (s) to the Developer / Promoter towards the Apartment;
- (ii) The Total Price above Excludes Taxes (consisting of tax paid or payable by the Developer / Promoter by way of G.S.T. and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Developer / Promoter, by whatever name called) up to the date of handing over the possession of the apartment to the Purchaser (s) / Allottee (s) and the project to the association of Purchaser (s) / Allottee (s) or the competent authority, as the case may be, after obtaining the completion/occupancy certificate;
Provided that in case there is any change/ modification in the taxes, the subsequent amount payable by the Purchaser (s) / Allottee (s) to the Developer / Promoter shall be increased/reduced based on such change/modification;
Provided further that if there is any increase in the taxes after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the Purchaser (s) / Allottee (s);
- (iii) The Developer / Promoter shall periodically intimate in writing to the Purchaser (s) / Allottee (s), the amount payable as stated in (i) above and the Purchaser (s) / Allottee

(s) shall make payment demanded by the Developer / Promoter within the time and in the manner specified therein. In addition, the Developer / Promoter shall provide to the Purchaser (s) / 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 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, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per para II etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project.

(v) **Definition of Area of Flat:-** Super built up area means (covered area plus proportionate area of staircase plus lift area) i.e. built up area plus 25 (Twenty five) % service area.

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

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

1.5. It is agreed that 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 herein at Schedule 'D' and Schedule 'E' (which shall be in conformity with the advertisement, prospectus etc. on the basis of which sale is effected) in respect of the apartment or building, as the case may be, without the previous written consent of the Purchaser (s) / Allottee (s) as per the provision of the Act.

Provided that Developer / Promoter may make such minor additions or alterations as may be required by the Purchaser (s) / Allottee (s), or such minor changes or alterations as per the provisions of the Act and liable to obtain occupancy certificate from concern authority.

1.6. The Developer / Promoter shall confirm to the final carpet area/ Superbuilt up area that has been Purchaser (s) / Allottee (s) to the Purchaser (s) / 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 / Superbuilt up area. The total price payable for the carpet area shall be recalculated upon confirmation by the Developer / Promoter. If there is reduction in the carpet area/ Superbuilt up area then the Developer / Promoter shall refund the excess money paid by Purchaser (s) / Allottee (s) within forty-five days without interest. If there is any increase in the carpet area/ Superbuilt up area, the Developer / Promoter may demand that from the Purchaser (s) / Allottee (s) as per the next milestone of the Payment Plan as provided in Schedule C. All these monetary adjustments shall be made at the same rate per square feet as agreed in para 1.2 of this Agreement.

1.8. Subject to para 9.3 the Developer / Promoter agrees and acknowledges, the Purchaser (s) / Allottee (s) shall have the right to the Apartment as mentioned below:

- (i) The Purchaser (s) / Allottee (s) shall have exclusive ownership of the Apartment:
- (ii) The Purchaser (s) / Allottee (s) shall also have undivided proportionate share in the Common Areas. Since the share interest of Purchaser (s) / Allottee (s) in the Common Areas is undivided and cannot be divided or separated, the Purchaser (s) / Allottee (s) shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them, It is clarified that the Developer / Promoter shall hand over the common areas to the association of Purchaser (s) / Allottee (s) after duly obtaining the completion certificate from the competent authority as provided in the Act;
- (iii) That the computation of the price of the Apartment 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, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles,

doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per para II etc. and includes cost for providing all other facilities, amenities and specification to be provided within the Apartment and the Project;

(iv) The Purchaser (s) / Allottee (s) has the right to visit the project site to assess the extent of development of the project and his apartment, as the case may be.

1.9. It is made clear by the Developer / Promoter and the Purchaser (s) / Allottee (s) agrees that the Apartment 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 of 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 Purchaser (s) / Allottee (s). It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Purchaser (s) / Allottee (s) of the Project.

1.10. The Developer / 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 Developer / Promoter fails to pay all or any of the outgoings collected by it from the Purchaser (s) / Allottee (s) or any liability, mortgage loan and interest thereon before transferring the apartment to the Purchaser (s) / Allottee (s), 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.

1.11. The Purchaser (s) / Allottee (s) has paid a sum of **Rs. _____/- [Rupees _____]** only as booking amount being part payment towards the Total Price of the Apartment at the time of application the receipt of which the Developer / Promoter hereby acknowledges and the Purchaser (s) / Allottee (s) hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan [Schedule C] as may be demanded by the Developer / Promoter within the time and in the manner specified therein: Provided that if the Purchaser (s) / Allottee (s) delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules.

2. MODE OF PAYMENT:

Subject to the terms of the Agreement and the Developer / Promoter abiding by the construction milestones, the Purchaser (s) / Allottee (s) shall make all payments, on written demand by the Developer / Promoter, within the stipulated time as mentioned in the Payment Plan [through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of **S.G. CONSTRUCTION** payable at Kolkata as follows:-

- (a) The Purchaser(s) **has/have** paid till this day to the Vendor a sum of Rs. _____/-
- (b) On Completion of 1st Floor Roof casting Rs. _____/-
- (c) On Completion of respective Book Car Parking Space Rs. _____/-
- (d) Remaining amount of Rs _____/- paid before registration of the Deed of Conveyance, whichever is earlier.

3. COMPLETE OF LAWS RELATING TO REMITTANCES:

3.1. The Purchaser (s) / 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. 1934 and the Rules and Regulations made thereunder or any statutory amendments/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 Developer / Promoter with such permission, approvals which would enable 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 the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Purchaser (s) / 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 may be liable for any action under the Foreign Exchange Management Act. 1999 or other laws as applicable, as amended from time to time.

3.2. The Developer / Promoter accepts no responsibility in regard to matters specified in para 3.1 above. The Purchaser (s) / Allottee (s) shall keep the Developer / Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Purchaser (s) / Allottee (s) subsequent to the signing of this Agreement. It shall be the sole responsibility of the Purchaser (s) / Allottee (s) to intimate the same in writing to the Developer / Promoter

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immediately and comply with necessary formalities if any under the applicable laws. The Developer / Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Purchaser (s) / 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 Developer / Promoter shall be issuing the payment receipts in favour of the Purchaser (s) / Allottee (s) only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

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

5. TIME IS ESSENCE:

The Developer / Promoter shall abide by the time schedule for completing the project as disclosed at the time of registration of the project i.e. **26th day of May, 2025**, with the Authority and towards handing over the Apartment to the Purchaser (s) / Allottee (s) and the common areas to the association of Purchaser (s) / Allottee (s) or the competent authority, as the case may be.

6. CONSTRUCTION OF THE PROJECT/APARTMENT:

The Purchaser (s) / Allottee (s) has seen the proposed layout plan, specifications, amenities and facilities of the Apartment and accepted the floor plan, payment plan and the specifications, amenities and facilities [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Developer / Promoter. The Developer / Promoter shall develop the Project in accordance with the said layout plans, floor plan and specification, amenities and facilities, subject to the terms in this Agreement, 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 **West Bengal** 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 Developer / Promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE APARTMENT:

7.1. Schedule for possession of the said Apartment – The Developer / Promoter agrees and understands that timely delivery of possession of the Apartment to the Purchaser (s) / Allottee (s) and the common areas to the association of Purchaser (s) / Allottee (s) or the competent

authority, as the case may be, is the essence of the Agreement. The Developer / Promoter assures to hand over possession of the Apartment along with ready and complete common areas with all specifications, amenities and facilities of the project in place on **Kolkata** 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 Purchaser (s) / Allottee (s) agrees that the Developer / Promoter shall be entitled to the extension of time for delivery of possession of the Apartment.

Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Purchaser (s) / Allottee (s) agrees and confirms that, in the event it becomes impossible for the Developer / Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Developer / Promoter shall refund to the Purchaser (s) / Allottee (s) the entire amount received by the Developer / Promoter from the allotment within 45 days from that date. The Developer / Promoter shall intimate the Purchaser (s) / Allottee (s) about such termination at least thirty days prior to such termination. After refund of the money paid by the Purchaser (s) / Allottee (s), the Purchaser (s) / Allottee (s) agrees that he/she shall not have any rights, claims etc. against the Developer / Promoter and that the Developer / Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2. Procedure for taking possession – The Developer / Promoter, upon obtaining the occupancy certificate* from the competent authority shall offer in writing the possession of the Apartment, to the Purchaser (s) / Allottee (s) in terms of this Agreement to be taken within two months from the date of issue of occupancy certificate.[Provided that, in the absence of local law, the conveyance deed in favour of the Purchaser (s) / Allottee (s) shall be carried out by the Developer / Promoter within 3 months from the date of issue of occupancy certificate]. The Developer / Promoter agrees and undertakes to indemnify the Purchaser (s) / Allottee (s) in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Developer / Promoter. The Purchaser (s) / Allottee (s), after taking possession, agree(s) to pay the maintenance charges as determined by the Developer / Promoter/association of Purchaser (s) / Allottee (s), as the case may be after the issuance of the completion certificate for the project. The Developer / Promoter shall hand over the occupancy certificate of the apartment, as the case may be, to the Purchaser (s) / Allottee (s) at the time of conveyance of the same.

7.3. Failure of Purchaser (s) / Allottee (s) to take Possession of Apartment – Upon receiving a written intimation from the Developer / Promoter as per para 7.2, the Purchaser (s) / Allottee (s) shall take possession of the [Apartment/Plot] from the Developer / Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Developer / Promoter shall give possession of the [Apartment/Plot] to the Purchaser (s) / Allottee (s). In case the Purchaser (s) / Allottee (s) fails to take possession within the time provided in para.

7.2 Such Purchaser (s) / Allottee (s) shall continue to **They / he** liable to pay maintenance charges as specified in para 7.2.

7.4. Possession by the Purchaser (s) / Allottee (s) – After obtaining the occupancy certificate* and handing over physical possession of the Apartment the Purchaser (s) / Allottee (s), it shall be the responsibility of the Developer / Promoter to hand over the necessary documents and plans, including common areas, to the association of Purchaser (s) / Allottee (s) or the competent authority, as the case may be, as per the local laws;

7.5. Cancellation by Purchaser (s) / Allottee (s) – The Allottee shall have the right to cancel/ withdraw his allotment in the Project as provided in the Act.

Provided that where the Purchaser (s) / Allottee (s) proposes to cancel/withdraw from the project without any fault of the Developer / Promoter, the Developer / Promoter herein is entitled to deduct 20 % of the booking amount paid for the allotment. The balance amount of money paid by the Purchaser (s) / Allottee (s) shall be returned by the Developer / Promoter to the Purchaser (s) / Allottee (s) within 45 days of such cancellation.

7.6. Compensation – The Developer / Promoter shall compensate the Purchaser (s) / Allottee (s) in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, is the Developer / Promoter fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 7.1; 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 Developer / Promoter shall be liable, on demand to the Purchaser (s) / Allottee (s), in case the Purchaser (s) / 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, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within forty-five days of its becoming due;

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

8. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER / PROMOTER:

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

- (i) The Developer / 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 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 or Authority with respect to the said Land, Project or the Apartment;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the 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 and common areas;
- (vi) The Developer / Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or things, whereby the right, title and interest of the Purchaser (s) / Allottee (s) created herein, may be prejudicially affected;
- (vii) 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 which

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will, in any manner, affect the rights of Purchaser (s) / Allottee (s) under this Agreement.

- (viii) The Developer / Promoter confirms that the Developer / Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Purchaser (s) / Allottee (s) in the manner contemplated in this Agreement.
- (ix) At the time of execution of the conveyance deed the Developer / Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Purchaser (s) / Allottee (s) and the common areas to the association of Purchaser (s) / Allottee (s) or the competent authority, as the case may be.
- (x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property.
- (xi) The 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 till the completion certificate has been issued and possession of apartment or building, as the case may be, along with common areas (equipped with all the specification, amenities and, facilities) has been handed over to the Purchaser (s) / Allottee (s) and the association of Allottee or the competent authority, as the case may be.
- (xii) No notice from the government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received upon the Developer / Promoter in respect of Land and/or the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

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

- i. Developer / Promoter fails to provide ready to move in possession of the Apartment to the Purchaser (s) / Allottee (s) within the time period specified in para 7.1 or fails to complete the project within the stipulated time disclosed at the time of registration of the project with the authority. For the purpose of this para 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects

including the provision of all specification, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority.

- ii. Discontinuance of the Developer / Promoter's business as a developer on account of suspension or revocation of his registration under the provision of the Act or the rules or the rules or regulations made thereunder.

9.2. In case of Default by Developer / Promoter under the conditions listed above, Purchaser (s) / Allottee (s) is entitled to the following:

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

OR

- ii. The Purchaser (s) / Allottee (s) shall have the option of terminating the Agreement in which case the Developer / Promoter shall be liable to refund the money after deduction of 20% paid by the Purchaser (s) / Allottee (s) under any head whatsoever towards the purchase of the apartment, along with interest at the rate prescribed in the Rules within forty-five days of receiving the termination notice.

Provided that where an Purchaser (s) / Allottee (s) does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the Developer / Promoter, interest at the rate prescribed in the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Apartment, which shall be paid by the Developer / Promoter to the Purchaser (s) / Allottee (s) within forty-five days of it becoming due.

9.3. The Purchaser (s) / Allottee (s) 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 Developer / Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Purchaser (s) / Allottee (s) shall be liable to pay interest to the Developer / Promoter on the unpaid amount at the rate prescribed in the Rules.
- ii. In case of Default by Purchaser (s) / Allottee (s) under the condition listed above continues for a period beyond **2 (Two)** consecutive months after notice from the Developer /

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Promoter in this regard, the Developer / Promoter may cancel the allotment of the Apartment in favor of the Purchaser (s) / Allottee (s) and refund the money paid to him by the Purchaser (s) / Allottee (s) by deducting the hooking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

Provided that the Developer / Promoter shall intimate the Purchaser (s) / Allottee (s) about such termination at least thirty days prior to such termination.

10. CONVEYANCE OF THE SAID APARTMENT:

The Developer / Promoter on receipt of Total Price of the Apartment as per para 1.2 under the Agreement from the Purchaser (s) / Allottee (s), shall execute a conveyance deed and convey the title of the Apartment together with proportionate indivisible share in the land and Common Areas within 3 months from the date of the occupancy certificate* and the completion certificate, as the case may be, to the Purchaser (s) / Allottee (s).

[Provided that, in the absence of local law, the conveyance deed in favour of the Purchaser (s) / Allottee (s) shall be carried out by the Developer / Promoter within 3 months from the date of occupancy certificate]. However, in case the Purchaser (s) / Allottee (s) Fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice,

the Purchaser (s) / Allottee (s) authorizes the Developer / Promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Developer / Promoter is made by the Purchaser (s) / Allottee (s).

11. MAINTENANCE OF THE SAID BUILDING/APARTMENT/PROJECT:

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 Purchaser (s) / Allottee (s) upon the issuance of the completion certificate of the project.

The cost of such maintenance has been included in the Total Price of the Apartment.

12. DEFECTLIABILITY:

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

of handing over possession, it shall be the duty of the Developer / Promoter to rectify such defects without further charge, within 30(thirty) days, and in the event of Developer / Promoter's failure to rectify such defects within such time, the aggrieved Purchaser (s) / Allottee (s) shall be entitled to receive appropriate compensation in the manner as provided under the Act.

13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

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

14. USAGE:

Use of Service Areas: The 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 tank. Pump rooms, maintenance and service rooms, firefighting pumps and equipment's etc. and other permitted uses as per sanctioned plan. The Purchaser (s) / Allottee (s) 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 Allottee formed by the Allottees for rendering maintenance services.

15. COMPLIANCE WITH RESPECT TO THE APARTMENT:

15.1. Subject to para 12 above, the Purchaser (s) / Allottee (s) shall. After taking possession, be solely responsible to maintain the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

15.2. The Purchaser (s) / Allottee (s) further undertakes, assures and guarantees that he/she would not put sign-board/nameplate, neon light, publicity material or

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advertisement material etc. on the face façade of the Building or anywhere on the exterior of the Project, building therein or Common Areas. The Purchaser (s) / 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 Purchaser (s) / Allottee (s) shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the Building. The Purchaser (s) / Allottee (s) shall also not remove any wall including the outer and load bearing wall of the Apartment.

15.3. The Purchaser (s) / Allottee (s) shall plan and distribute its electrical loan in conformity with the electrical system installed by the Developer / Promoter and thereafter the association of allottees and/or maintenance agency appointed by association of allottees. The Purchaser (s) / Allottee (s) shall be responsible for any loss or damages arising out of breach of any of the aforesaid condition.

16. COMPLIANCE OF LAW, NOTIFICATIONS ETC. BY PARTIES:

The Parties are entering into this Agreement for the allotment of an Apartment with the full knowledge of all laws, rules, regulation, notifications applicable to the project.

17. ADDITIONAL CONSTRUCTIONS:

The Developer / 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, layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority(ies) and disclosed, except for as provided in the act.

18. DEVELOPER / PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

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

19. APARTMENT OWNERSHIP ACT (OR THE RELEVANT STATE ACT)

The Developer / Promoter has assured the Purchaser (s) / Allottee (s) that the project in its entirety is in accordance with the provisions of the Flat Owners Association Act -1972, The Developer / Promoter showing compliance of various laws/regulations as applicable in **West Bengal**.

20. BINDING EFFECT:

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

21. 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/building, as the case may be.

22. RIGHT TO AMEND:

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

23. PROVISIONS OF THIS AGREEMENT APPLICABLE ON PURCHASER (S) / ALLOTTEE (S) / 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 Apartment, and the Project shall equally be applicable to and enforceable against and by

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Partner

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

24. WAIVER NOT ALIMITATION TO ENFORCE:

24.1, 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 Purchaser (s) / Allottee (s) in not making payments as per the Payment Plan [Annexure C] including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Purchaser (s) / Allottee (s) that exercise of discretion by the Developer / Promoter in the case of one Purchaser (s) / Allottee (s) shall not be construed to be a precedent and /or binding on the Developer / Promoter to exercise such discretion in the case of other Purchaser (s) / Allottee (s).

24.2 Failure on the part of the Parties 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.

25. 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.

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

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

27. 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

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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.

28. PLACE OF EXECUTION:

The execution of this Agreement shall be completed only upon its execution by the Developer / Promoter/Developer at the Developer / Promoter's Office, or at some other place, which may be mutually agreed between the Developer / Promoter and the Purchaser (s) / Allottee (s), at **Kolkata** after the Agreement is duly executed by the Purchaser (s) / Allottee (s) and the Developer / Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar at **A.D.S.R. COSSIPORE DUM DUM**. Hence this Agreement shall be deemed to have been executed at Kolkata.

29. NOTICES:

That all notices to be served on the Purchaser (s) / Allottee (s) and the Developer / Promoter/ Developer as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser (s) / Allottee (s) or the Developer / Promoter by Registered Post at their respective addresses mentioned herein above.

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

30. JOINT PURCHASER (S) / ALLOTTEE (S):

That in case there are Joint Allottees all communications shall be sent by the Developer / Promoter/ Developer to the Purchaser (s) / 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 Purchaser (s) / Allottee (s).

31. SAVINGS:

Any application letter, allotment Letter, agreement, or any other document signed by the Purchaser (s) / Allottee (s) in respect of the apartment or building, as the case may be, prior to the execution and registration of this Agreement for Sale for such apartment or building, as the case may be, shall not be construed to limit the rights and interests of the Purchaser (s) / Allottee (s) under the Agreement for Sale or under the Act or the rules or the regulations made there under.

S. G. CONSTRUCTION
Gouranga Das

Partner

32. GOVERNINGLAW:

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act and the Rules and Regulations made there-under including other applicable 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 under the Arbitration and Conciliation Act, 1996.

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]

THE FIRST SCHEDULE ABOVE REFERRED TO

(Property of Nani Gopal Das)

ALL THAT piece and parcel of a plot of Bastu land measuring an area of **01 (One) Cottahs 12 (Twelve) Chittacks** more or less together with one Tile shed structure measuring about **100 (One Hundred) Sq. ft.**, lying and situated at Mouza – Satgachi, J.L. No. 20, R.S. No. 154, C.S. Dag No. 375, Touzi No. 3162, R.S. Dag No. 1719, 1720, L.R. Dag No. 1473 & 1474, under Khatian No. 239, Holding No. 159, M.M. Ghosh Road, P.S. – Dum Dum now Nager Bazar, P.O. Motijheel, Kolkata – 700 074, Ward No. 21, under the South Dum Dum Municipality, District – North 24-Parganas, under A.D.S.R. Cossipore Dum Dum, North 24-Parganas, which is butted and bounded as follows:

ON THE NORTH : 10'-0" Wide Road;
ON THE SOUTH : C.S. Dag No. 376;
ON THE EAST : C.S. Dag No. 375;
ON THE WEST : C.S. Dag No. 375.

S. G. CONSTRUCTION

Gouranga Das

Partner

Partner

S. G. CONSTRUCTION

THE FIRST SCHEDULE ABOVE REFERRED TO

(Property of Smt. Mithu Das)

ALL THAT piece and parcel of a plot of land measuring an area of **02 (Two) Cottahs** Bastu land be the same a little more or less together with kancha structure measuring about **100 (One Hundred) Sq. ft.**, lying and situated at Mouza – Satgachi, J.L. No. 20, R.S. No. 6, Touzi No. 3162, C.S. Dag No. 1719 and 1720, corresponding to L.R. Dag No. 1473 & 1474, under Khatian No. 239, corresponding to L.R. Khatian No.32, at Premises No. 263, M.M. Ghosh Road, P.S. – Dum Dum now Nager Bazar, P.O. Motijheel, Kolkata – 700 074, Ward No. 21, under the South Dum Dum Municipality, District – North 24-Parganas, under A.D.S.R. Cossipore Dum Dum, North 24-Parganas, which is butted and bounded as follows:

ON THE NORTH : 10'-0" Wide Road;
ON THE SOUTH : Amaresh Chakraborty's House;
ON THE EAST : Ajit Saha's House;
ON THE WEST : Nani Gopal Das's House.

THE FIRST SCHEDULE ABOVE REFERRED TO:**(Description of Amalgamated Property)**

ALL THAT piece and parcel of a plot of total Bastu land measuring an area of **03 (Three) Cottahs 12 (twelve) chittacks** more or less along with 200 (two hundred) sq. ft. kuttcha structure, lying and situated at Mouza – Satgachi, J.L. No. 20, R.S. No. 6, Touzi No. 3162, C.S. / R.S. Dag No. 1719 and 1720, corresponding to L.R. Dag No. 1473 & 1474, under Khatian No. 239 & 32, within the local limits of South Dum Dum Municipality in Ward No. 21, being Holding No. 159 & 263, M.M. Ghosh Road, Kolkata - 700074, under A.D.S.R. Cossipore Dum Dum, North 24-Parganas, which is butted and bounded as follows:

ON THE NORTH : 10'-0" Wide Road;
ON THE SOUTH : Amaresh Chakraborty's House;
ON THE EAST : Ajit Saha's House;
ON THE WEST : Vacant Land.

S. G. CONSTRUCTION
 Gouranga Das
 Partner

- THE SCHEDULE 'B' ABOVE REFERRED TO -**(Description of Flat)**

ALL THAT one self-contain Residential Flat on the _____ Floor being No. _____, _____ side measuring carpet area of _____ (_____) Sq. Ft. more or less corresponding to super built up area measuring _____ (_____) Sq. Ft. more or less consisting of _____ Bed Room, _____ Dining cum Drawing, _____ Toilets, _____ Kitchen, _____ Balcony together with one car Parking Space / Garage being No. _____, on the **Ground** Floor, _____ Side measuring an area of _____ (_____) Sq. Ft. more or less of the "**ARANYAK**" together with all doors, windows, fixtures and fittings in sanitary and electrical point with undivided proportionate share or interest in the land and in the common service areas of the said premises more fully and particularly described in the Schedule - B above written along with all easement rights of the Schedule - A mentioned hereinabove.

THE SCHEDULE 'C' ABOVE REFERRED TO**(Specifications)**

1. **General;** R.C.C. Framed structure building as per approved design.
2. **Wall;** Outside main wall 8" thick. All inside partition walls will 5" thick which will be technically required. And also, one wall almirah will be provided in one bed room.
3. **Flooring:** flooring of rooms, verandah, kitchen, toilet etc. will be made with white marble (3'-0" x 2'-0") along with border in green colour marble, 5" high skirting with the same Dado, also with ceramic tiles (Kajaria) upto a height 4'-6" from floor level including 5" height marble skirting.
4. **Toilets:** One Commode (white) with cistern, Mixer with Geyser along with shower, two bib cocks in toilets, commode shower all Jaguar make.
5. **Dining:** One porcelain wash basin (white) will be provided at dining space with mirror and light fitting.
6. **Kitchen:** Kitchen table top to be made of 2' wide black stone granite top, ceramic tiles Kajaria brand as per customer choice back side wall table up to 3' height from top level of table. Steel two nos. Bib cocks will be provided. Sink by Steel / Granite. Ceramic tiles

will also be fitted on back side wall of sink area 3' 0". Electrical provisions for Aqua Guard, Mixi.

7. **Doors:** All door frames will be made of standard Sal wood. All doors will be Commercial Flash Door. Main door will be made of wood and also provided with collapsible Iron Gate.
8. **Windows:** All window frames will be made of Aluminum. Aluminum Window shutter will be provided with glass pane. Square bar Grill of suitable design will be fixed in each window.
9. **Verandah:** Both verandas to be covered with square bar grill and also provided one bib cock with also electric provision for washing machine installation.
10. **Water:** All internal water line will be concealed P.V.C. Pipe of approved brand. Outside water line will be surface P.V.C. pipe. Tube -well, pump motor and underground water reservoir will be provided for water supply arrangement. Supreme brand water line desired.
11. **Sanitary:** All fitting of Commode, wash basin etc. will be provided of approved I.S.D. brand, G.I./P.V.C. pipe will be provided for waste water line. Only P.V.C. Pipe will be provided for rain water line.
12. **Electric:** All electric line will be concealed, provided with MCB installed near main door. Each bed room provided with one two-way switch, two light points, one fan point, one plug point and one A.C. installation point.
Drawing cum Dining room will be provided with one A.C. installation point, two light points, one fan point and one 15A multi plug point.
Kitchen will be provided with points for Water filter, Chimni, Mixer, Refrigerator, Geyser, 15A multi plug point and two light points.
Toilets will be provided with two light points, exhaust fan point, Geyser point and one plug point.
Each Verandah will be provided one light point, one verandah will be provided with electric point for washing machine installation. One point for calling bell installation.
13. **Painting & Finishing:** Outside wall will be painted by Snowcem. All inside wall will be finished by Dust Putty (White finish).

S. G. CONSTRUCTION
Gouranga Das
Partner

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

SIGNED, SEALED & DELIVERED

At Kolkata in presence of the

1.

SIGNATURE OF THE OWNER /VENDOR

(The owners represented by their constitute Attorney)

2.

SIGNATURE OF THE DEVELOPER/PROMOTER

DRAFTED BY ME:-

S. G. CONSTRUCTION
Gouranga Das
Partner

SIGNATURE OF THE PURCHASER (S)

MEMO OF CONSIDERATION

RECEIVED with thanks from the within named Purchasers a sum of Rs. _____/-
 (_____) only as an advance amount against the said flat, mentioned in the Second
 Schedule hereinabove as per memo given below:-

MEMOCheque / Pay order

<u>/ DraftNo.</u>	<u>Dated</u>	<u>Bank & Branch</u>	<u>Amount</u>
<u>(Rs.)</u>			_____/-

		Total:-	_____/-

Witnesses :-

1.

2.

 SIGNATURE OF THE DEVELOPER

S. G. CONSTRUCTION
 Gowaraya Das
 Partner