

भारतीय गैर न्यायिक



INDIA NON JUDICIAL

पश्चिम बंगाल WEST BENGAL

82AB 296385

AGREEMENT FOR SALE

This Agreement for Sale ("**Agreement**") executed on this _____ day of _____, 2024.

By and Between

1. SRI PRIYOTOSH SANYAL Pan-ALOPS0274P, Aadhar No-636017320426, son of Late Ashutosh Sanyal by faith- Hindu, by Nationality-Indian, by Occupation-Service, residing at 21, Purbachal Link Road, P.O. Haltu, P.S. Kasba at present Garfa, Dist. South 24 Parganas, Kolkata-700078, **2. SMT. ARUNIMA DUTTA** Pan-BAVPD4878F, 870660694908, wife of Sri Tarun Kumar Dutta, by faith- Hindu, by Nationality- Indian, by Occupation- House wife, residing at 47/1, P. Majumder Road, P.O. Haltu, P.S. Garfa, Dist. South 24 Parganas, Kolkata-700078, **3. SMT. SURANJANA CHATTOPADHYAY**, Pan-AIYPC4468Q, 603158260073, wife of Sri Subrata Chattopadhyay, by faith- Hindu, by Nationality- Indian, by Occupation- House wife, residing at 76/4, Purbachal Main Road, P.O. Haltu, P.S. Garfa, Dist. South 24 Parganas, Kolkata-700078, hereinafter jointly called and referred to as the "**OWNERS/VENDORS**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, executors, administrators and legal representatives) of the **FIRST PART**, being represented by their constituted attorney of **SRI SUKHENDU MAITRA**, (PAN NO. AIDPM1900E), Aadhar No. 8938 1756 2939 son of late Adhir Chandra Maitra, by faith a Hindu by Nationality Indian, by occupation Business, residing at 17/A, Rajdanga Gold Park, P.O- E.K.T.P, P.S.- Kasba, Kolkata -700107, has entered vide registered power of attorney was registered in the Office of the D.S.R.- II, Alipore recorded in Book No. I, Volume No.1602-2022, Pages 589541 to 589558, Deed No. 160216131 for the year 2022.

AND

_____, hereinafter called and referred to as the "**PURCHASER**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, administrators and legal representatives) of the **SECOND PART**.

AND

M/S. SWARNA REALTORS PRIVATE LIMITED, (Pan card no. AIDPM1900E), a proprietorship Firm having its registered office at 17/A, Rajdanga Gold Park, P.O. - E.K.T.P, P.S.- Kasba, Kolkata - 700107, being represented by it's sole proprietor namely SRI **SUKHENDU MAITRA**, Pan-AIDPM1900E, Aadhar No- 893817562939, son of late Adhir Chandra Maitra, by faith- Hindu, by Nationality- Indian, by Occupation- Business, residing at 17/A, Rajdanga Gold Park, P.O- E.K.T.P, P.S. - Kasba, Kolkata -700107, hereinafter called the **DEVELOPER / CONFIRMING PARTY** (which expression, unless excluded by or repugnant to the context shall be deemed to mean and include it's successor-in-interest, legatees, assigns, representatives, nominees etc) of the **THIRD PART**.

Definitions

For the purpose of this Agreement for Sale, unless the context otherwise requires -
"Act" means the The Real Estate (Regulation and Development) Act, 2016;

"Rules" means the West Bengal Real Estate (Regulation and Development) Rules, 2021 made under the The Real Estate (Regulation and Development) Act, 2021;

"Regulations" means means the Regulations made under the The Real Estate (Regulation and Development) Act, 2016;

"section" means a section of the Act.

AND WHEREAS by a deed of conveyance dated 7th day of July 1965 Ashutosh Sanyal, son of Late Banomali Sanyal purchased a plot of the land measuring about 15 Kattahs, particularly described in the schedule here under written situated at sabak Khatian No-884 Hal Khatian No-1448, under Sabak Dag No.1504, Hal Dag No- 1805 in Mouza- Garfa, J.L. No- 19, R.S. No- 2, Touzi No-155, under P.S. Kasba, in the Dist. South 24 Parganas, from Mukunda Behari Biswas, Haripada Ray, Satish Chandra Biswas and Surendra Nath Ray, which had been registered before the Sub- Registrar- at Alipore, vide Deed No-5647, Book No-1, Volume No-103, Pages 234 to 241 for the year 1965.

AND WHEREAS said Ashutosh Sanyal during his life time peaceful enjoyment of the said property died on 08,02.1979 leaving behind his legal heirs and successors as follows:-

1. Smt. Bela Rani Sanyal - Wife.
2. Sri Paritosh Sanyal -son.
3. Sri Priyotosh Sanyal - son.
4. Smt. Anjali Banerjee - Married daughter.

AND WHEREAS in the above referred circumstances and by virtue of inheritance the said Smt. Bela Rani Sanyal, Sri Paritosh Sanyal, Sri Priyotosh Sanyal, Smt. Anjali Banerjee became the joint owners of said property.

AND WHEREAS said Smt. Bela Rani Sanyal, Sri Paritosh Sanyal, Sri Priyotosh Sanyal, Smt. Anjali Banerjee were mutually and amicably partitioned of the total said land of area measuring more or less 15 fifteen Kattahs, which was registered in the office of the District Sub-Register at Alipore, South 24 Parganas dated 24.09.1991, vide Book No.1, Volume No-239 Pages No. to 139, Deed No.14536, for the year 1991. The said entire 15 Kattahs ejmal property has been described in schedule "A" of the said partition deed.

AND WHEREAS after such partition Paritosh Sanyal was allotted the plot of land measuring about 3 Kathas 5 Chattaks 8 sqft. be the same little more or less comprised of and contained situated at sabak Khatian No- 884 Hal Khatian No-1448, under Sabak Dag No-1504, Hal Dag No- 1805 in Mouza- Garfa, J.L. No- 19, R.S. No- 2, Touzi No- 155, under P.S. Kasba, in the Dist. South 24 Parganas, mention in the " KHA" (LOT- B) in colour Green as shown in the said Deed of Partition.

AND WHEREAS after such partition Priyotosh Sanyal was allotted the plot of land measuring about 3 Kathas 5 Chattaks 8 sqft. be the same little more or less comprised of and contained situated at sabak Khatian No- 884 Hal Khatian No-1448, under Sabak Dag No-1504, Hal Dag No- 1805 in Mouza- Garfa, J.L. No- 19, R.S. No- 2, Touzi No- 155, under P.S. Kasba, in the Dist. South 24 Parganas, mention in the " Ga" (LOT- A) in colour Red as shown in the said Deed of Partition.

AND WHEREAS After such partition Bela Rani Sanyal and Anjali Banerjee was allotted the plot of land measuring about 6 Kathas 14 Chattaks 8 sqft. be the same little more

or less comprised of and contained situated at sabak Khatian No- 884 Hal Khatian No-1448, under Sabak Dag No-1504, Hal Dag No- 1805 in Mouza- Garfa, J.L. No- 19, R.S. No- 2, Touzi No- 155, under P.S. Kasba, in the Dist. South 24 Parganas, mention in the "Gha" (LOT- C) in colour Yellow as shown in the said Deed of Partition.

AND WHEREAS after partition said Bela Rani Sanyal and Anjali Banerjee executed two separate Deed of Gift marked as lot C(1) measuring about 3 Kattahs 7 Chattaks 4 sqft land with structure in favour of Sri Paritosh Sanyal which was registered & recorded in the office of the District Sub-Register at Alipore South 24 Parganas, dated on 13.02.1992, vide Book No-I, Volume No-50, Pages No-369 to 375, Deed No-2446, for the year 1992 and another one separate Deed of Gift marked as lot C(2) measuring about 3 Kattahs 7 Chattaks 4 sqft land with structure in favour Sri Priyotosh Sanyal which was registered & recorded in the office of the District Sub-Register at Alipore South 24 Parganas, dated on 13.02.1992, vide Book No-I, Volume No-50, Pages No-376 to 382, Deed No-2447, for the year 1992 and the said Priyatosh Sanyal became the absolute owner of the said land with structure.

AND WHEREAS said Paritosh Sanyal by way of aforesaid deed of gift while seized and possessed of and in enjoyment with the said gifted property measuring about 3 Kattahs 7 Chattaks 4 sqft land i.e. lot C(1) with his family members the said Paritosh Sanyal by making development of the said property separately mutated and assessed his name in the office of the Kolkata Municipal Corporation and numbered the same as premises No-886, Purbachal Road, P.O. Haltu, P.S. Kasba, at present Garfa, Kolkata- 700078, District 24 Parganas South, Now within the jurisdiction of the Kolkata Municipal Corporation, under Ward no. 106 Assessee No- 311061708861.

AND WHEREAS said Priyotosh Sanyal by way of aforesaid deed of gift while seized and possessed of and in enjoyment with the said gifted property measuring about 3 Kattahs 7 Chattaks 4 sqft land with structure i.e. lot C(2) with his family members said Priyotosh Sanyal by making development of the said property separately mutated and assessed his name in the office of the Kolkata Municipal Corporation and numbered the same as premises No- 4, Purbachal Road, P.O. Haltu, P.S. Kasba, at present Garfa, Kolkata-700078, District 24 Parganas South, Now within the jurisdiction of the Kolkata Municipal Corporation, under Ward no. 106 Assessee No- 311061700047.

AND WHEREAS the above mentioned said Paritosh Sanyal during his peaceful enjoyment of the said property died on 29.11.2017 leaving behind his the legal heirs and successors as follows:-

Smt. Madhumati Sanyal-	Wife.
Smt. Arunima Datta-	Married daughter.
Smt. Suranjana Chattapodhyay-	Married daughter.

AND WHEREAS in the above referred circumstances and by virtue of inheritance the said Smt. Madhumati Sanyal, Smt. Arunima Datta, Smt. Suranjana Chattapodhyay became the joint owners of said schedule of property left by their said predecessor-in-interest Paritosh Sanyal as stated above and they acquired right, title, interest and possession over the said property.

AND WHEREAS the common passage land measuring about 15 Chattaks 21 Sqft as described in the sketch partition plan along with partition deed vide No-14536 for the year 1991 is no more required to the parties to this document and they are not using the same as common passage. Rather by distributing the said 15 Chattaks 21 sqft land in 4 equal share i.e. 3 Chattaks 39 sqft in each share and they have increased area of each lot by amalgamating the said 3 chattaks 39 sqft land with existing area of each original lot.

AND WHEREAS accordingly Sri Priyotosh Sanyal became the owner by way of partition in respect of the "A" schedule property measuring about 3 Kattahs 7 Chattaks 4 sqft land with structure i.e. lot C(2) and passage measuring about 3 Chattaks 39 sqft. Passage total measuring 3 Kattahs 10 Chattaks 43 sqft land with structure as mentioned

in the schedule "A" hereunder written as premises No-4, Purbachal Road, P.O. Haltu, P.S. Kasba, at present Garfa, Kolkata- 700078, District 24 Parganas South, Now within the jurisdiction of the Kolkata Municipal Corporation, under Ward no. 106 Assessee No-311061700047, and acquired right, title, interest and possession, and paying necessary taxes .

AND WHEREAS accordingly Smt. Madhumati Sanyal, Smt. Arunima Datta, Smt. Suranjana Chattapodhyay became the owner by way of partition in respect of the "A" schedule property measuring about 3 Kattahs 7 Chattaks 4 sqft land with structure i.e. lot C(1) and passage measuring about 3 Chattaks 39 sqft. Passage total measuring 3 Kattahs 10 Chattaks 43 sqft land with structure as mentioned in the schedule "A" hereunder written as premises No-886, Purbachal Road, P.O. Haltu, P.S. Kasba, at present Garfa, Kolkata- 700078, District 24 Parganas South, Now within the jurisdiction of the Kolkata Municipal Corporation, under Ward no. 106 Assessee No- 311061708861, and acquired right, title, interest and possession, and paying necessary taxes.

AND WHEREAS in the above referred circumstances and by virtue of inheritance the said Smt. Madhumati Sanyal, Smt. Arunima Datta, Smt. Suranjana Chattapodhyay became the joint owners of said property said Smt. Madhumati Sanyal, Smt. Arunima Datta, Smt. Suranjana Chattopadhyay executed a Deed of gift measuring about 3 Chattaks bastu land with structure out of 3 Kattahs 10 Chattaks 43 sqft and particularly described in the schedule here under written as premises No-886, Purbachal Road, P.O. Haltu, P.S. Kasba, at present Garfa, Kolkata- 700078, District 24 Parganas South, Now within the jurisdiction of the Kolkata Municipal Corporation, under Ward no. 106 Assessee No-311061708861, in favour of Sri Priyotosh Sanyal which was registered & recorded in the office of the District Sub-Register-III, at Alipore South 24 Parganas, dated on 8.7.2019 , vide Book No-1, Volume No1603/2019, Pages No.70904 to 70925, Deed No.2225 for the year 2019.

AND WHEREAS said Sri Priyotosh Sanyal executed a Deed of gift measuring about 3 Chattaks bastu land with structure out of 3 Kattahs 10 Chattaks 43 sqft and particularly described in the schedule here under written as premises No-4, Purbachal Road, P.O. Haltu, P.S. Kasba, at present Garfa, Kolkata- 700078, District 24 Parganas South, Now within the jurisdiction of the Kolkata Municipal Corporation, under Ward no. 106 Assessee No- 311061700047, in favour of Madhumati Sanyal, Smt, Arunima Datta, Smt. Suranjana Chattopadhyay which was registered & recorded in the office of the District Sub-Register-III, at Alipore South 24 Parganas, dated on 8.7.2019 vide Book No.1, Volume No.1603/2019, Pages No.71797 to 71818, Deed No.2227, for the year 2019.

AND WHEREAS after the said two separate deed of gift vide No-2225/2019 and 2227/2019 in respect of portion of premises No-886, Purbachal Road, P.O. Haltu, P.S. Kasba, at present Garfa, Kolkata- 700078, District 24 Parganas South, Now within the jurisdiction of the Kolkata Municipal Corporation, under Ward no. 106 Assessee No-311061708861, and another portion of premises No-4, Purbachal Road, P.O. Haltu, P.S. Kasba, at present Garfa, Kolkata- 700078, District 24 Parganas South, Now within the jurisdiction of the Kolkata Municipal Corporation, under Ward no. 106 Assessee No-311061700047, having been duly amalgamated by the Kolkata Municipal Corporation and two premises come to one premises being premises No-4, Purbachal Road, P.O. Haltu, P.S. Kasba, at present Garfa, Kolkata- 700078, District 24 Parganas South, Now within the jurisdiction of the Kolkata Municipal Corporation, under Ward no. 106 Assessee No- 311061700047, land measuring about 7 (Seven) Kathas 5 (Five) Chattaks 41 Sqft. together with a pucca building and newly Assessee No- 311061700047, in the name of Sri Priyotosh Sanyal, Smt. Madhumati Sanyal, Smt. Arunima Dutta, Smt. Suranjana Chattopadhyay.

AND WHEREAS the said property after amalgamated duly jointly mutated land measuring about 7 (Seven) Kathas 5 (Five) Chattaks 41 Sqft. together with a pucca building in the office of the Kolkata Municipal Corporation being premises No-4,

Purbachal Road, P.O. Haltu, P.S. Kasba, at present Garfa, Kolkata- 700078, District 24 Parganas South, Now within the jurisdiction of the Kolkata Municipal Corporation, under Ward no. 106 Assessee No- 311061700047 in favour of said Sri Priyotosh Sanyal, Smt. Madhumati Sanyal, Smt. Arunima Datta, Smt. Suranjana Chattopadhyay.

AND WHEREAS the above mentioned said Sri Priyotosh Sanyal, Smt. Madhumati Sanyal, Smt. Arunima Datta, Smt. Suranjana Chattopadhyay herein the First part are the joint owners & possessors of the total land area measuring more or less 7 (Seven) Kathas 5 (Five) Chattaks 41 Sqft. together with a tiled shed structure building standing thereon and particularly described in the schedule here under written lying, situated at Mouza -Garfa, J.L No. 19, R.S. No-2, Touzi No-155, comprised in Sabek Dag No-1504, Hal Dag No. 1805, under Sabek Khatian No.884, Hal Khatian No-1448, proposed G+ III storied building to be built over there with good quality building materials, now being Kolkata Municipal Corporation premises No.4, Purbachal Road, P.O. Haltu, P.S. Kasba, at present Garfa, Kolkata- 700078, District 24 Parganas South, Now within the jurisdiction of the Kolkata Municipal Corporation, under Ward no. 106 Assessee No-311061700047.

AND WHEREAS the owners i.e. the First Part herein for better living, intended to develop the said plot of land measuring 7 (Seven) Kathas 5 (Five) Chattaks 41 Sq.ft. more or less there by constructing a G+III multi storied building comprising flats/units, car parking space etc after obtaining sanction plan from competent authority but after having realized involvement of huge fund, man power and lack of technical knowledge in the proposed project, the owners i.e. the First Part herein have jointly decided to enter into an agreement with a Developer/Promoter who would be able to undertake the said project at its own cost and expenses and considering the experience of the M/S. SWARNA REALTORS PRIVATE LIMITED, (Pan card no. AIDPM1900E), a proprietorship Firm having its registered office at 17/A, Rajdanga Gold Park, P.O. - E.K.T.P P.S.- Kasba, Kolkata - 700107, represented by its sole proprietor namely SRI SUKHENDU MAITRA, son of late Adhir Chandra Maitra, residing at 304, Sarat Park, Nabapally. P.O. - Haltu P.S.- Kasba Kolkata - 700107, the second part herein, has agreed to entire into an agreement for Development with certain terms and conditions with the First Part and explicitly in the First Schedule hereunder written .

AND WHEREAS after having worked out the feasibility of the project, and satisfied with the right, title and interest of the owners i.e. the first part herein in the said property the DEVELOPER/PROMOTER i.e. the second part herein has agreed to undertake the project and to obtain necessary sanction and permissions from K.M.C. for construction of a G+III multi-storied building on the said premises after demolishing the existing structure at his own cost, expenses and risk.

AND WHEREAS the owners herein with an intention to develop the said property and/or to construct a multi-storied building thereon according to the sanctioned plan which is to be obtained from the Kolkata Municipal Corporation approached the Developer M/S. SWARNA REALTORS PRIVATE LIMITED, (Pan card no. AIDPM1900E), a proprietorship Firm having its registered office at 17/A, Rajdanga Gold Park, P.O. - E.K.T.P P.S.- Kasba, Kolkata - 700107, represented by its sole proprietor namely SRI SUKHENDU MAITRA, son of late Adhir Chandra Maitra, residing at 17/A, Rajdanga Gold Park, P.O- E.K.T.P, P.S.- Kasba, Kolkata -700107 to construct the same by the developer and the developer has agreed to develop the same by constructing a Multi-storied building on the said property.

AND WHEREAS that to give effect to the aforesaid intention of the owners/ vendors for development of the said property, the Developer formulated a scheme to promote and develop and to construct a G+III storied building consisting of several self contained flats, shop, car parking space at the said premises according to the building plan at his own costs and expenses and the owners have agreed to accept the scheme of the developer and entered into a Development Agreement dated 24.09.2019 for the consideration and the terms and conditions mentioned thereon, which was registered before the D.S.R.-III, Alipore, vide Deed No- 160303306, Book No-1, Volume No-1603-2019, Pages No- 106933

to 106996, for the year 2019.

AND WHEREAS in pursuance to the above and in accordance with the sanctioned plan by the Kolkata Municipal Corporation the developer herein at his own cost and expenses constructed G+III storied building of the aforesaid property vide sanctioned building plan No- 2021120435 dated 08.03.2022 The developer has started the Construction of building and the same G+III storied building presently under Construction over the land as described in the First Schedule hereunder written.

ANDWHEREAS as per the Development agreement dated 24.09.2019 the Developers constructed G+III storied building and delivered owner's allocation to the owners and rest portion will be sold by the Developers as per Development Agreement.

AND WHEREAS as per the said Building plan duly sanctioned by the Kolkata Municipal Corporation the developer herein at his own cost and expenses constructed G+III storied building of the aforesaid property laying, situate ALL THAT piece and parcel or homestead land area measuring more or less 7 (Seven) Kathas 5 (Five) Chattaks 41 Sq.ft. together with a tiled shed structure building standing thereon and particularly described in the schedule here under written lying , situated at Mouza -Garfa, J.L No. 19, R.S. No-2, Touzi No-155, comprised in Sabek Dag No-1504, Hal Dag No. 1805, under Sabek Khatian No.884, Hal Khatian No-1448, proposed G+ III multi-storied building to be built over there, now being Kolkata Municipal Corporation premises No. 4, Purbachal Road, P.O. Haltu, P.S. Kasba, at present Garfa, Kolkata- 700078, District 24 Parganas South, Now within the jurisdiction of the Kolkata Municipal Corporation, under Ward no. 106 Assessee No-311061700047, and the Owners/Vendors herein and the developer herein being the absolute owner of the said flat & Car Parking Space developer's allocation offer to sell the said flat & Car Parking Space to the intending purchasers. The purchasers herein is one of the intending purchasers desirous of purchasing a Flat & Car Parking Space as mentioned in the schedule "B" below and delineated in the map inclusive of common passages, stairs, structures, drains, sewerage, safety tank, water supply system, electrical installations, roof right etc. including all other common facilities and proportionate share and rights of the land hereinafter referred to as "the FLAT & Car Parking Space" in the building constructed by the said Developer more fully described in the schedule "B" hereunder written.

AND WHEREAS in the meantime, the said Madhumati Sanyal while seized and possessed of her share of land also died intestate leaving behind her surviving only two married daughters namely Smt. Arunima Datta & Smt. Suranjana Chattopadhyay (the Owners/Vendors No. 2 & 3 herein) as her legal heirs and successors and pursuant to her death, the said heirs become the joint owners in respect of the undivided share owned by the said Madhumati Sanyal in respect of the said premises within the meaning of Hindu Succession Act 1956.

AND WHEREAS it is mentioned that we were the party of the Development Agreement made on 24.09.2019, which was registered in the office of D.S.R. III, Alipore, recorded in Book No-I, Volume No. 1603- 2019, Pages- 106933 to 106996, being No- 160303306 for the year 2019.

AND WHEREAS by virtue of inheritance, the said Sri. Priyotosh Sanyal, Smt. Arunima Datta & Smt. Suranjana Chattopadhyay thus become the absolute joint owners and while seized and possessed of and /or otherwise well and sufficiently entitled to the said ALL THAT piece and parcel or homestead land area measuring more or less 7 (Seven) Kathas 5 (Five) Chattaks 41 Sqft. as per record but Physically as per sanction plan 7 Kattahs 4 Chittaks 6.56 Sq.ft. (485.559 Sq.m) together with a tiled shed structure measuring about 100 Sq.ft. building standing thereon and particularly described in the schedule here under written lying , situated at Mouza -Garfa, J.L No. 19, R.S. No-2, Touzi No-155, comprised in Sabek Dag No-1504, Hal Dag No. 1805, under Sabek Khatian No.884, Hal Khatian No-1448, proposed G+ III multi-storied building to be built over there to be

known of Block-I, now being Kolkata Municipal Corporation Premises No. 4, Purbachal Road, P.O. Haltu, P.S. Kasba, at present Garfa, Kolkata- 700078, District 24 Parganas South, Now within the jurisdiction of the Kolkata Municipal Corporation, under Ward no. 106, Assessee No-311061700047, as described in the schedule "A" written hereunder. The Said Land is earmarked for the purpose of building a residential project, comprising G+4 storied apartment buildings and the said project shall be known as 'SWARNA APARTMENTS 884, Purbanchal Road' ("Project");

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;

The KMC has granted the commencement certificate to develop the Project vide approval dated bearing no. _____;

The Promoter has obtained the final layout plan approvals for the Project from Kolkata Municipal Corporation. 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;

The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at _____ no. __; on __ under registration

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);

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

AND WHEREAS the Developer do hereby propose and agree to sale and the Purchasers have agree to purchase one self contained residential Flat no. __, on the _____ Floor, measuring about ____ sq.ft. of super built up area in the said building which is yet to be constructed on the land comprised in the said premises (hereinafter referred to as "the said flat") on the terms and conditions hereinafter appearing.

AND WHEREAS now the purchasers have agreed to purchase one self-contained flat measuring about ____ sq.ft. of super built up area be the same little more or less on the Floor, _____ side, being Flat no. ____ of the proposed newly constructed building lying and situated on land measuring an area of 7 (Seven) Kathas 5 (Five) Chattaks 41 Sq.ft. be the same little more or less at Municipal Premises no. 884, Purbachal Road, P.O. Haltu, P.S. Kasba, at present Garfa, Kolkata- 700078, District 24 Parganas South, Now within the jurisdiction of the Kolkata Municipal Corporation, under Ward no. 106 Assessee No-311061700047,, which is morefully and particularly described in the schedule-B below, from the developer's allocation, at a price or consideration of Rs. _____ only at the rate of Rs. _____ per sq.ft. and the developer also agreed to sale the same in favour of the Purchasers;

AND WHEREAS now the said the Purchasers have paid a total sum of Rs. _____ Rupees _____ only out of Rs. _____ only as and by way of Earnest Money and/or part payment and/or advance money for such flat along with the signing of this Agreement for Sale which the Vendor/Developer has received and accept as mentioned in the Memorandum of Consideration and also subject to the terms and conditions of this Agreement for Sale;

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;

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;

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 G;

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

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):

Block/Building/Tower no. _____ Apartment no. ____ Type _ Floor _	Rate of Apartment per square feet*

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

[AND] [if/as applicable]

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

[OR]

Plot no. ____ Type _	Rate of Plot per square feet

Explanation:

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

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;

The Promoter shall periodically intimate to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/ notifications together with dates from which such taxes/levies etc. have been imposed or become effective;

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.

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

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

The Allottee shall have exclusive ownership of the [Apartment/Plot];

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;

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 Project, namely

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

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

The Allottee has paid a sum of Rs __ , (Rupees __ only) as booking amount being part payment towards the Total Price of the [Apartment/Plot] at the time of application of 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.

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 _____.

COMPLIANCE OF LAWS RELATING TO REMITTANCES

The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory

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

The Promoter accepts no responsibility in this regard. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

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.

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").

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 plans and specifications. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and

provisions prescribed by the [Please insert the relevant laws in force] and shall not have an option to make any variation /alteration /modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

POSSESSION OF THE APARTMENT/PLOT

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.

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 maintenance charges as determined by the Promoter/association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within _____ days of receiving the occupancy certificate* of the Project.

Failure of Allottee to take Possession of [Apartment/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.

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.

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

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

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

Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the [Apartment/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, without prejudice to any other remedy available, to return the total amount received by him in respect of the [Apartment/Plot], with interest at the rate specified in the Rules within 45 days including compensation in the manner as provided under the Act. Provided that where if the Allottee 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].

REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

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;

The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;

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]

There are no litigations pending before any Court of law with respect to the said Land, Project or the [Apartment/Plot];

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;

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;

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;

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;

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;

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;

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;

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;
That the property is not Waqf property.

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:

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;

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:

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

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

Provided that where an Allottee does not intend to withdraw from the project or terminate

the Agreement, he shall be paid, by the promoter, interest at the rate specified in the Rules, for every month of delay till the handing over of the possession of the [Apartment/Plot].

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

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.

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.

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).

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]

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.

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 his/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.

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.

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 sanctioned plans. The Allottee shall not be permitted to use the service areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of allottees formed by the Allottees for rendering maintenance services.

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 tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized. The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the [Apartment/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.

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.

ADDITIONAL CONSTRUCTIONS

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

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].

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.

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.

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.

RIGHT TO AMEND

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

PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE / SUBSEQUENT ALLOTTEES

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottees of the [Apartment/Plot], in case of a transfer, as the said obligations go along with the [Apartment/Plot] for all intents and purposes.

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.

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.

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.

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.

PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in ___ after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at ___.

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.

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.

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.

DISPUTE RESOLUTION

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

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at _____ (city/town name) in the presence of attesting witness, signing as such on the day first above written.
SIGNED AND DELIVERED BY THE WITHIN NAMED

Allottee
(1)

(2)

SIGNED AND DELIVERED BY THE WITHIN NAMED

Promoter:

WITNESS:

1. Signature _____

SWARNA REALTORS PVT. LTD.
D. S. H. K. R. S.

Director

Name –
Address _____

2. Signature _____
Name –
Address _____

SCHEDULE 'A' –

ALL THAT one self-contained flat measuring about sq.ft. of super built up area be the same little more or less on the Floor, being flat no. of the proposed newly constructed building lying and situated on land measuring an area **7 (Seven) Kathas 5 (Five) Chattaks 41 Sq.ft.** together with a tiled shed structure building standing thereon situated at Mouza -Garfa, J.L No. 19, R.S. No-2, Touzi No-155, comprised in Sabek Dag No-1504, Hal Dag No. 1805, under Sabek Khatian No.884, Hal Khatian No-1448, proposed G+ III multi-storied building to be built over there, now being Kolkata Municipal Corporation premises No.884, Purbachal Road, P.O. Haltu, P.S. Kasba, at present Garfa, Kolkata- 700078, District 24 Parganas South, Now within the jurisdiction of the Kolkata Municipal Corporation, under Ward no. 106 Assessee No-311061700047 of Kolkata Municipal Corporation.

ON THE NORTH:- By Premises No. 884 Purbachal Road.

ON THE SOUTH:- By 12 ft wide Purbachal Road.

ON THE EAST:- By 6/4, Golden Park, 77C, Purbachal Road.

ON THE WEST:- By 12 ft wide Purbachal Road.

SCHEDULE 'B' – FLOOR PLAN OF THE APARTMENT

The floor plans are attached and annexed as Schedule B

SCHEDULE 'C' – PAYMENT PLAN BY THE ALLOTTEE

Event	Due Date	Amount
Booking		

On Agreement		
On Commencement of Work	-	
On Completion of Pile	-	
On Completion of 1st floor roof casting	-	
On Completion of 2nd floor roof casting	-	
On Completion of 3rd floor roof casting	-	
On Completion of Tile Work	-	
On Notice of Possession	-	
Total :-		

SCHEDULE 'D' - (SPECIFICATION OF CONSTRUCTION)

BUILDING:	R.C.C. framed multi storied building;
WALLS:	Brick masonry 8" inches thick partition wall 5" and 3" thick with wire netting, cement plaster both sides, plaster of paris and outside surfaces finishing with cement base paints;
WINDOWS:	glass fitted sliding windows with integrated grills painted with synthetic enamel paint and 2mm glass.
DOORS:	Flush Doors with latch.
FLOORS:	Entire tiles/marble flooring.
WATER reservoir ARRANGEMENT:	Corporation water shall be stored and shall be into a and from there supply to different flats;
KITCHEN:	black stone platforms, stainless steel sink with 3' ceramic Tiles on kitchen platform;
TOILETS:	Commode, Shower, Rail 6' (six) feet ceramic Tiles;
ELECTRICITY:	Bed Room - 2 light points, 1 AC point (master bed room), 1 Fan points, Kitchen-cum-dining room - 1 light point, 1 point, 1 plug point for refrigerator, 1 plug point for TV, 1 exhaust fan point and 1 plug point for Aquaguard, Bath room - 1 light point, 1 exhaust fan point, 1 plug point for geyser in master bath, fully concealed wiring.
ELIVETOR:	Reputed and reliable company capacity of 4 (four) Passengers.