

**ANNEXURE'A'**

**[See rule 9]**

**AGREEMENT FOR SALE**

**THIS AGREEMENT FOR SALE ("Agreement")** executed on this       day       of  
**JULY, 2024,**

**BY AND BETWEEN**

**SMT. SAHAJANYA SAHA, PAN-AXMPS4132N** & Aadhaar No.5733 2508 2154, Wife of Mr. Sankarsan Saha and daughter of Mr. Swapan Kumar Saha, by faith-Hindu, by Nationality-Indian, by Occupation-Business and residing at 6B, Nayaratna Lane, Shyambazar Mail, Post Office-Shyambazar, Police Station- Burtola, Kolkata-700004, hereinafter called the "**LAND OWNER/VENDOR**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include her heirs, executors, administrators, successors-in-interest and permitted assignees) being represented herein by her Constituted Attorney **M/S. B.S. ENGINEERING INFRACON PRIVATE LIMITED**, CIN-U70100WB2018PTC225695, PAN-AAHCB7776Q, an Indian Company incorporated under the Companies Act, 1956, having its registered office at 117, Raja Dinendra Street, Police Station-Burtolla, Kolkata-700004, represented by its Directors namely 1) **MR. SANJOY KUMAR SAHA**, DIN-00879785, PAN- ALNPS7080E, Aadhaar No.9783 2192 6792, 2) **MR. SANKARSAN SAHA** (DIN-01303988, PAN-ALAPS7090R, Aadhaar No.2399 0642 8905) both are the sons of Late Shyamal Kumar Saha, by faith-Hindu , by Nationality-Indian, by Occupation-Business and residing at 117, Raja Dinendra Street, Police Station-Burtolla, Kolkata-700004 and 3) **MR. SANJAY BEJ**, (DIN-07220737, PAN-AIYPB8655Q, Aadhaar No.8676 8741 5290, son of Asit Bej, by faith-Hindu , by Nationality-Indian, by Occupation-Business, residing at 48/1, P.C.B. Street, Post Office and Police Station- Bowbazar, Kolkata- 700012 of the **FIRST PART**

**AND**

[If the Allottee/Purchaser is an Individual]

Mr./Ms.\_\_\_\_BC\_\_\_\_\_, ((PAN\_\_\_\_\_ & Aadhar No.\_\_\_\_\_))  
son/ daughter/wife of GC \_ , aged about \_\_\_\_\_54 Years, residing at 124, Hatiara Main Road, Kolkata- 700 059, hereinafter called the "Allottee/Purchaser"(which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees) of the **SECOND PART.**

AND

**M/S. B.S. ENGINEERING INFRACON PRIVATE LIMITED**, CIN-U70100WB2018PTC225695, PAN-AAHCB7776Q, an Indian Company incorporated under the Companies Act, 1956, having its registered office at 117, Raja Dinendra Street, Police Station-Burtolla, Kolkata-700004, represented by its Directors namely 1) **MR. SANJOY KUMAR SAHA**, DIN-00879785, PAN- ALNPS7080E, Aadhaar No.9783 2192 6792, 2) **MR. SANKARSAN SAHA** (DIN-01303988, PAN-ALAPS7090R, Aadhaar No.2399 0642 8905) both are the Sons of Late Shyamal Kumar Saha, by faith-Hindu , by Nationality-Indian, by Occupation-Business and residing at 117, Raja Dinendra Street, Police Station-Burtolla, Kolkata-700004 and 3) **MR. SANJAY BEJ**, (DIN-07220737, PAN-AIYPB8655Q, Aadhaar No.8676 8741 5290, Son of Asit Bej, by faith-Hindu , by Nationality-Indian, by Occupation-Business, residing at 48/1, P.C.B. Street, Post Office and Police Station- Bowbazar, Kolkata- 700012, hereinafter called the "**Developer/Confirming Party**" (Which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors or successors in office and assigns) of the **THIRD PART**.

The Land Owner, Developer and Allottee/Purchaser shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

**WHEREAS:**

- A. **SMT. SAHAJANYA SAHA** ("Owner") is the absolute and lawful owner of **ALL THAT** piece and parcel of bastu land measuring about 6 Cottah 4 Chittak 44 sq.ft. more or less lying and situated within the Southern portion of Premises No.28, Nandalal Bose Lane, Police Station-Shyampukur, Kolkata-700069 under Assessee No.110072300336 in Ward No.7 under Kolkata Municipal Corporation along with a corrugated shed measuring about 200 sq.ft. ("Said Land") vide sale deed (s) dated 4<sup>th</sup> February, 2003 registered at the office of the Additional Registrar of Assurance-II, Kolkata in Book No. I, Volume No.I, Pages from 1 to 20, Being No.08085 for the year 2003, the Owner and the Developer have entered into a joint development agreement dated 1<sup>st</sup> February, 2024 registered at the office of the Additional Registrar of Assurances- II,

Kolkata and recorded in Book No.I, Volume No.1902-2024, Page from 69679 to 69734, being No.190201323 for the year 2024.

- B. The Said Land is earmarked for the purpose of building a residential project, comprising one multistoried Flat building and the said project shall be known as '\_\_\_\_\_'("Project");
- C. The Developer is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Developer regarding the said land on which Project is to be constructed have been completed;
- D. The Kolkata Municipal Corporation has granted the commencement certificate to develop the Project vide approval dated bearing no.2023010019 dated \_\_\_\_\_ ;
- E. The Developer has obtained the final layout plan approvals for the Project from Kolkata Municipal Corporation. The Developer 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;
- F. The Developer has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at\_\_no.\_\_\_; on\_\_\_\_\_under registration
- G. The Allottee/Purchaser had applied for a Flat in the Project vide application no.BSEIPL/02 dated 28.06.2024 and has been allotted Flat no. A-1 having carpet area about 838 Square feet, type , on First floor in the newly constructed building named as \_\_\_\_\_ ("Building") along with Garage/closed parking no. G-1 admeasuring 240 square feet in the Ground Floor [Please insert the location of the garage/closed parking], as permissible under the applicable law and of prorata share in the common areas ("Common Areas") as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the "Flat" more particularly described in Schedule A and the floor plan of the Flat is annexed hereto and marked as Schedule B);
- H. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed

herein;

- I. 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;
- J. 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;
- K. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Developer hereby agrees to sell and the Allottee/Purchaser hereby agrees to purchase the [Flat ]and the garage/closed parking (if applicable) as specified in paragraph G;

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

**1. TERMS:**

Subject to the terms and conditions as detailed in this Agreement, the Developer agrees to sell to the Allottee/Purchaser and the Allottee/Purchaser hereby agrees to purchase, the Flat as specified in paragraph G;

The Total Price for the Flat No. A-1 lying in the First floor based on the carpet area is Rs. 96,37,031 (Rupees Ninety Six Lakh Thirty Seven Thousand Thirty One) Only ("**Total Price**") (Give break up and description):

Block/Building/Tower no. 1	Rate of Flat per square feet*
Flat no. A-1	Cost of Flat Rs. 8,050
Type A	Proportionate cost
Floor First	Of common areas Rs. 2,300
	GST Rs. 575

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

[AND]

Garage/Closed parking-1	Price for 1
	Cost of Garage 3,500
	Proportionate cost 1,000
	GST @ 5% 250

Explanation:

- (i) The Total Price above includes the booking amount paid by the Allottee/Purchaser to the Developer towards the [Flat & Garage];
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Developer by way of GST, if any as per law, and CESS or any other similar taxes which may be believed, in connection with the construction of the Project payable by the Developer) up to the date of handing over the possession of the Flat & Garage:

Provided that in case there is any change/modification in the taxes, the subsequent amount payable by the Allottee/Purchaser to the Developer shall be increased/reduced based on such change/modification;

- (iii) The Developer shall periodically intimate to the Allottee/Purchaser, the amount payable as stated in (i) above and the Allottee/Purchaser shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the Developer shall provide to the Allottee/Purchaser 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 Flat includes: 1) prorata share in the Common Areas; and 2) One Garage(s)/closed parking(s) as provided in the Agreement.

The Total Price is escalation-free, save and except increases which the Allottee/Purchaser 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 believed or imposed by the competent authority from time to time. The Developer undertakes and agrees that while raising a demand on the Allottee/Purchaser for increase in development charges, cost/charges imposed by the competent authorities, the Developer shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee/Purchaser, which shall only be applicable on subsequent

payments.

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

It is agreed that the Developer 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 Flat or building, as the case maybe, without the previous written consent of the Allottee/Purchaser. Provided that the Developer may make such minor additions or alterations as may be required by the Allottee/Purchaser, or such minor changes or alterations as per the provisions of the Act.

The Developer shall confirm the final carpet area that has been allotted to the Allottee/Purchaser 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 Developer. If there is any reduction in the carpet area within the defined limit then Developer shall refund the excess money paid by Allottee/Purchaser 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/Purchaser.

If there is any increase in the carpet area allotted to Allottee/Purchaser, the Developer shall demand that from the Allottee/Purchaser 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 Developer agrees and acknowledges, the Allottee/Purchaser shall have the right to the Flat and Garage as mentioned below:

- (i) The Allottee/Purchaser shall have exclusive ownership of the Flat No. A-1 and Garage No. G-1 ;
- (ii) The Allottee/Purchaser shall also have undivided proportionate share in the Common Areas. Since the share / interest of Allottee/Purchaser in the Common Areas is undivided and cannot be divided or separated, the

Allottee/Purchaser 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/Purchaser 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 Developer shall convey undivided proportionate title in the common areas to the association of Allottee/Purchasers as provided in the Act;

- (iii) That the computation of the price of the Flat No.A-1 and Garage No. G-1 includes recovery of price of land, construction of [not only the Flat but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and fire fighting 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 Developer and the Allottee/Purchaser agrees that the Flat No.A-1 along with One garage/closed parking vide No. G-1 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/Purchaser. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottee/Purchasers of the Project.

It is understood by the Allottee/Purchaser 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 Developer agrees to pay all outgoings before transferring the physical possession of the Flat to the Allottee/Purchaser, which it has collected from the Allottee/Purchaser, 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 fails to pay all or any of the outgoings collected by it from the Allottee/Purchaser or any liability, mortgage loan and interest thereon before transferring the Flat to the Allottee/Purchaser, the Developer 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/Purchaser has paid a sum of Rs. 17,06,833 (Rupees Seventeen



Lakh Six Thousand Eight Hundred Thirty Three only) as booking amount being part payment towards the Total Price of the Flat and Garage at the time of application \_\_\_\_ the receipt of which the Developer hereby acknowledges and the Allottee/Purchaser hereby agrees to pay the remaining price of the Flat and Garage as prescribed in the Payment Plan as may be demanded by the Developer within the time and in the manner specified therein:

Provided that if the Allottee/Purchaser delays in payment towards any amount for which it stands payable, he shall be liable to pay interest at the rate specified in the Rules.

## **2. MODE OF PAYMENT**

Subject to the terms of the Agreement and the Developer abiding by the construction milestones, the Allottee/Purchaser shall make all payments, on demand by the Developer, 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 **M/S. B.S. ENGINEERING INFRACON PRIVATE LIMITED** payable at Kolkata.

## **3. COMPLIANCE OF LAWS RELATING TO REMITTANCES**

The Allottee/Purchaser, 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 Developer with such permission, approvals which would enable the Developer 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/Purchaser 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 Developer accepts no responsibility in this regard. The Allottee/Purchaser shall keep the Developer fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee/Purchaser subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee/Purchaser to intimate the same in writing to the Developer immediately and comply with necessary formalities if any under the applicable laws. The Developer shall not be responsible

towards any third-party making payment/remittances on behalf of any Allottee/Purchaser and such third party shall not have any right in the application/allotment of the said Flat applied for herein in any way and the Developer shall be issuing the payment receipts in favour of the Allottee/Purchaser only.

#### **4. ADJUSTMENT/APPROPRIATION OF PAYMENTS**

The Allottee/Purchaser authorizes the Developer 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 Developer may in its sole discretion deem fit and the Allottee/Purchaser undertakes not to object/demand/direct the Developer to adjust his payments in any manner.

#### **5. TIME IS ESSENCE**

Time is an essence for the Developer as well as of the Allottee/Purchaser. The Developer shall abide by the time schedule for completing the project and handing over the Flat and the Garage to the Allottee/Purchaser and the common areas to the association of the Allottee/Purchasers after receiving the occupancy certificate\* or the completion certificate or both, as the case may be. Similarly, the Allottee/Purchaser 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 Developer as provided in Schedule C ("Payment Plan").

#### **6. CONSTRUCTION OF THE PROJECT/FLAT**

The Allottee/Purchaser has seen the specifications of the Flat and Garage 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 Developer. The Developer shall develop the Project in accordance with the said layout plans, floor plans and specifications. Subject to the terms in this Agreement, the Developer 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 Developer shall constitute a material breach of the Agreement.

#### **7. POSSESSION OF THE FLAT**

**Schedule for possession of the said Flat and Garage:** The Developer agrees and understands that timely delivery of possession of the Flat and Garage is the essence of the Agreement. The Developer, based on the approved plans and specifications, assures to hand over possession of the Flat and Garage 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/Purchaser agrees that the Developer shall be entitled to the extension of time for delivery of possession of the Flat and Garage, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee/Purchaser agrees and confirms that, in the event it becomes impossible for the Developer to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Developer shall refund to the Allottee/Purchaser the entire amount received by the Developer from the allotment within 45 days from that date. After refund of the money paid by the Allottee/Purchaser, Allottee/Purchaser agrees that he/ she shall not have any rights, claims etc. against the Developer and that the Developer shall be released and discharged from all its obligations and liabilities under this Agreement.

**Procedure for taking possession** – The Developer, upon obtaining the occupancy certificate\* from the competent authority shall offer in writing the possession of the Flat and Garage, to the Allottee/Purchaser in terms of this Agreement to be taken within 3 (three) months from the date of issue of such notice and the Developer shall give possession of the Flat and Garage to the Allottee/Purchaser. The Developer agrees and undertakes to indemnify the Allottee/Purchaser in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Developer. The Allottee/Purchaser agree(s) to pay the maintenance charges as determined by the Developer/association of Allottee/Purchasers, as the case may be. The Developer on its behalf shall offer the possession to the Allottee/Purchaser in writing within 30 days of receiving the occupancy certificate\*of the Project.

**Failure of Allottee/Purchaser to take Possession of [Flat]:** Upon receiving a written intimation from the Developer as per clause 7.2, the Allottee/Purchaser shall take possession of the Flat and Garage from the Developer by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Developer shall give possession of the Flat and the garage to the Allottee/Purchaser. In case the Allottee/Purchaser fails to take possession within the time provided in clause 7.2, such Allottee/Purchaser shall continue to be liable to pay maintenance charges as applicable.

**Possession by the Allottee/Purchaser** - After obtaining the occupancy certificate\* and handing over physical possession of the Flat and the Garage to the Allottee/Purchasers, it shall be the responsibility of the Developer to hand over the necessary documents and plans, including common areas, to the association of the Allottee/Purchasers or the competent authority, as the

case may be, as per the local laws.

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

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

**Compensation-**

The Developer shall compensate the Allottee/Purchaser 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 Developer fails to complete or is unable to give possession of the Flat and the Garage (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of its business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Developer shall be liable, on demand to the Allottee/Purchasers, in case the Allottee/Purchaser 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 Flat and the Garage, 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/Purchaser does not intend to withdraw from the Project, the Developer shall pay the Allottee/Purchaser interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the Flat and the Garage.

**8. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER**

The Developer here by represents and warrants to the Allottee/Purchaser as

follows:

- (i) The Developer 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 has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project;
- (iv) There are no litigations pending before any Court of law with respect to the said Land, Project or the Flat or the Garage;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Flat and Garage are valid and subsisting and have been obtained by following due process of law. Further, the Developer has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building, Flat and Garage and common areas;
- (vi) The Developer 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/Purchaser created herein, may prejudicially be affected;
- (vii) The Developer 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 Flat and the Garage which will, in any manner, affect the rights of Allottee/Purchaser under this Agreement;
- (viii) The Developer confirms that the Developer is not restricted in any manner whatsoever from selling the said Flat and Garage to the Allottee/Purchaser in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance Deed the Developer shall handover lawful, vacant, peaceful, physical possession of the Flat and the Garage to the Allottee/Purchaser and the common areas to the Association of the Allottee/Purchaser;
- (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 has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent

Authorities;

- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Developer in respect of the said Land and/or the Project;
- (xiii) That the property is not Waqf property.

## **9. EVENTS OF DEFAULTS AND CONSEQUENCES**

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

- (i) Developer fails to provide ready to move in possession of the Flat and Garage to the Allottee/Purchaser within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the Flat and Garage shall be in a habitable condition which is complete in all respects;
- (ii) Discontinuance of the Developer'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 Developer under the conditions listed above, Allottee/Purchaser is entitled to the following:

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

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

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

- (i) In case the Allottee/Purchaser fails to make payments for two consecutive

demands made by the Developer as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottee/Purchaser shall be liable to pay interest to the Developer on the unpaid amount at the rate specified in the Rules.

- (ii) In case of Default by Allottee/Purchaser under the condition listed above continues for a period beyond consecutive two months after notice from the Developer in this regard, the Developer shall cancel the allotment of the Flat and the Garage in favour of the Allottee/Purchaser and refund the amount money paid to him by the Allottee/Purchaser by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

#### **10. CONVEYANCE OF THE SAID FLAT**

The Developer, on receipt of complete amount of the Price of the Flat and Garage under the Agreement from the Allottee/Purchaser, shall execute a conveyance deed and convey the title of the Flat and Garage 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/Purchaser 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/Purchaser authorizes the Developer 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 Developer is made by the Allottee/Purchaser. The Allottee/Purchaser shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/penalties imposed by the competent authority (ies).

#### **11. MAINTENANCE OF THE SAID BUILDING/FLAT/PROJECT**

The Developer shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of the Allottee/Purchasers. The cost of such maintenance has been included in the Total Price of the [Flat].

#### **12. DEFECT LIABILITY**

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Developer as per the agreement for sale relating to such development is brought to the notice of the Developer within a period of 5 (five) years by the Allottee/Purchaser from the date of handing over possession, It shall be the duty of the Developer to rectify such defects without further charge, within 30 (thirty) days, and in the event of Developer's failure to rectify such defects within such time, the aggrieved Allottee/Purchasers shall be entitled to receive appropriate compensation in the manner as provided under the Act.

**13. RIGHT OF ALLOTTEE/PURCHASER TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES**

The Allottee/Purchaser hereby agrees to purchase the Flat and the Garage 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 Allottee/Purchasers (or the maintenance agency appointed by it) and performance by the Allottee/Purchaser of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of Allottee/Purchasers from time to time.

**14. RIGHT TO ENTER THE FLAT FOR REPAIRS**

The Developer/maintenance agency/association of Allottee/Purchasers shall have right so far restricted access so fall Common Areas, garages/closed parking's and parking spaces for providing necessary maintenance services and the Allottee/Purchaser agrees to permit the association of Allottee/Purchasers and/or maintenance agency to enter into the Flat and Garage or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

**15. USAGE**

**Use of Basement and Service Areas:** The basement (s) and service areas, if any, as located within the \_\_ (project name), shall be ear marked 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/Purchaser 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/Purchasers formed by the Allottee/Purchasers for rendering maintenance services.

**16. GENERAL COMPLIANCE WITH RESPECT TO THE FLAT AND GARAGE:**

Subject to Clause 12 above, the Allottee/Purchaser shall, after taking possession, be solely responsible to maintain the Flat and the Garage 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 Flat and Garage, 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 Flat and keep the Flat,



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/Purchaser further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face/facade of the building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottee/Purchasers shall also not change the color 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/Purchaser shall not store any hazardous or combustible goods in the Flat and garage or place any heavy material in the common passages or staircase of the building. The Allottee/Purchaser shall also not remove any wall, including the outer and load bearing wall of the [Flat]. The Allottee/Purchaser shall plan and distribute its electrical load in conformity with the electrical systems installed by the Developer and thereafter the association of Allottee/Purchasers and/or maintenance agency appointed by association of Allottee/Purchasers. The Allottee/Purchaser shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

**17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE/PURCHASER**

The Allottee/Purchaser is entering into this Agreement for the allotment of a Flat and a Garage with full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular. That the Allottee/Purchaser 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 Flat and , all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the Flat at his/her own cost.

**18. ADDITIONAL CONSTRUCTIONS**

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

**19. DEVELOPER SHALL NOT MORTGAGE OR CREATE CHARGE**

After the Developer executes this Agreement, he shall not mortgage or create

a charge on the Flat/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/Purchaser who has taken or agreed to take such Flat /Building.

## **20. FLAT OWNERSHIP ACT**

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

## **21. BINDING EFFECT**

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

## **22. ENTIRE AGREEMENT**

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

## **23. RIGHT TO AMEND**

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

## **24. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/**

### **PURCHASER/SUBSEQUENT ALLOTTEE/PURCHASERS**

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

#### **25. WAIVER NOT A LIMITATION TO ENFORCE**

The Developer may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee/Purchaser 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/Purchaser that exercise of discretion by the Developer in the case of one Allottee/Purchaser shall not be construed to be a precedent and /or binding on the Developer to exercise such discretion in the case of other Allottee/Purchasers.

Failure on the part of the Developer to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

#### **26. SEVERABILITY**

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case maybe, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

#### **27. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT**

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

#### **28. FURTHER ASSURANCES**

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the

instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

### **29. PLACE OF EXECUTION**

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

### **30. NOTICES**

That all notices to be served on the Allottee/Purchaser and the Developer as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee/Purchaser or the Developer by Registered Post at their respective addresses specified below:

\_\_\_\_\_ Name of Allottee/Purchaser

\_\_\_\_\_ (Allottee/Purchaser

Address) M/s\_\_

\_\_\_\_\_ Developer name

\_\_\_\_\_ (Developer Address)

It shall be the duty of the Allottee/Purchaser and the Developer 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 or the Allottee/Purchaser, as the case maybe.

### **31. JOINT ALLOTTEE/PURCHASERS**

That in case there are Joint Allottee/Purchasers all communications shall be sent by the Developer to the Allottee/Purchaser 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 Allottee/Purchasers.

### **32. GOVERNING LAW**

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of

India for the time being in force.

### **33. DISPUTE RESOLUTION**

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

[The other terms and conditions are as per the contractual understanding between the parties; however, the additional terms and conditions are not in derogation of or inconsistent with the terms and conditions set out above or the Act and the Rules and Regulations made thereunder].

#### **SCHEDULE-A**

##### **(SAID LAND)**

**ALL THAT** piece and parcel of bastu land measuring about 6 Cottah 4 Chittak 44 sq.ft. more or less lying and situated within the Southern portion of Premises No.28, Nandalal Bose Lane, Police Station-Shyampukur, Kolkata-700069 under Assessee No.110072300336 in Ward No.7 under Kolkata Municipal Corporation along with structure and building standing thereon which is butted and bounded as follows:

ON THE NORTH	:	Northern portion of Premises No.28, Nandalal Bose Lane
ON THE SOUTH	:	8 Feet Wide Passage
ON THE EAST	:	Gallif Street
ON THE WEST	:	Nandalal Bose Lane

#### **SCHEDULE-A1**

##### **(DETAILS OF OWNERSHIP)**

**WHEREAS** Pasupati Nath Paul sold a Plot of land measuring about 6 Cottah 5 Chittack, a little more or less lying in the southern portion of 28, Nandalal Bose Lane, Kolkata in favour of Madho Prasad Jalan by executing one Deed of Conveyance on 8th June, 1962, which was registered at the Office of Registrar of

Assurance, Kolkata and was recorded in Book No. I, Volume No. 100, Pages from 59 to 66, Being No. 3002 for the year 1962.

**AND WHEREAS** after purchase of the aforesaid plot of land the said Madho Prasad Jalan became the absolute owner of the said plot of land and mutated his name with the record of Kolkata Municipal Corporation and was paying regular taxes and dues to the concerned authority.

**AND WHEREAS** during his life time the said Madho Prasad Jalan executed a Will on 27.02.1965 in respect of his various properties including the land situated and lying at the southern portion of 28, Nandalal Bose Lane, Calcutta in favour of Purshottam Das Jalan.

**AND WHEREAS** Madho Prasad Jalan died on 21.12.1978 and after his death a letter of administration was granted to Purshottam Das Jalan by the learned City Civil Court, Calcutta on 1st day of November, 1990 (in L.A. Case No. 2 of 1989).

**AND WHEREAS** by dint of Will of Madho Prasad Jalan, since deceased Purshottam Das Jalan became the absolute owner of the land lying and situated at the southern portion of 28 Nandalal Bose Lane, Calcutta and mutated his name with the record of Calcutta Municipal Corporation and was paying necessary taxes and all outgoings to the concerned authority.

**AND WHEREAS** the said Purshottam Das Jalan executed one Will dated 4th November, 1998 before his death wherein all his properties were bequeathed in favour of his daughter Sm. Neeraja Rateria. Later on, on 15<sup>th</sup> April, 1999 the said Purshottam Das Jalan died leaving behind executrix of his last will and testament.

**AND WHEREAS** after death of the said Purshottam Jalan, the said Sm. Neeraja Rateria, the executrix of the said Will of Purshottam Das Jalan produced the will before the Hon'ble High Court at Calcutta and the said High Court allowed probate of the said Will on 29<sup>th</sup> June, 2001 (in PLA No. 109/2001).

**AND WHEREAS** thus the said Sm. Neeraja Rateria became the sole and absolute owner of the land measuring about 6 Cottah 5 Chittack, a little more or less lying in the southern portion of 28, Nandalal Bose Lane, Kolkata and mutated

her name with the record of Kolkata Municipal Corporation and was paying regular taxes and outgoings without any interruption.

**AND WHEREAS** Sm. Neeraja Rateria sold the entire land in favour of Smt. Sahajanya Saha the landowner herein by executing one Deed of Conveyance dated 4<sup>th</sup> February, 2003 which was registered before the Registrar of Assurances-II, Kolkata and was recorded in Book No. I, Volume No.I, Pages from 1 to 20, Being No.08085 for the year 2003.

**AND WHEREAS** after purchase of the land measuring about 6 Cottah 5 Chittack, a little more or less lying in the southern portion of 28, Nandalal Bose Lane, Kolkata she mutated her name with the record of Kolkata Municipal Corporation (Assessee No.110072300336) and have been paying taxes and outgoings and enjoying peaceful possession of the land and the structure measuring about 200 sq.ft. lying thereon

**AND WHEREAS** the Developer considering the bonafide approach of the Owner accepted the proposal and for maintaining good relation between the parties and for avoiding any dispute had entered into Development Agreement dated 1<sup>st</sup> February, 2024 with the abovenamed Landowner in respect of **ALL THAT** piece and parcel of bastu land measuring about 6 Cottah 4 Chittak 44 sq.ft. more or less lying and situated within the Southern portion of Premises No.28, Nandalal Bose Lane, Police Station-Shyampukur, Kolkata-700069 under Assessee No.110072300336 in Ward No.7 under Kolkata Municipal Corporation along with a corrugated shed measuring about 200 sq.ft. standing thereon. The said Development Agreement was registered in the office of the Additional Registrar of Assurances- II, Kolkata and recorded in Book No.I, Volume No.1902-2024, Page from 69679 to 69734, being No.190201323 for the year 2024.

**AND WHEREAS** in pursuance of the said Development Agreement, the abovenamed Owner, duly executed a Registered Development Power of Attorney dated 1<sup>st</sup> February, 2024, duly appointed the abovenamed Developer as her true and lawful attorneys empowering them to do all acts, deeds and things in relation to causing development of the said land and for causing construction of a high rise building thereon and all acts, deeds and things related thereto for and on behalf of them. The said Power of Attorney was registered in the Office of the Additional

Registrar of Assurances- II, Kolkata and recorded in Book No.I, Volume No.1902-2024, Page from 70456 to 70477, being No.190201338 for the year 2024.

**AND WHEREAS** the Vendor/Developer at its own cost and expenses submitted a Building Plan for construction of masonry building upon the said property to the Kolkata Municipal Corporation and the said Building Plan was duly sanctioned by the Kolkata Municipal Corporation vide Building Permit No.2023010019.

**SCHEDULE-A2**

(FLOOR PLAN OF THE **FLAT**)

**ALL THAT** the Residential Flat (under construction), being No. 1-A , on the First Floor, total measuring 1224 sq.ft. super built-up area (more or less) and corresponding carpet area of the Flat is 979 sq.ft. more or less, ( ' ' type flat as per sanctioned plan vide No. 2023010019 dated being No. on Floor) together with undivided proportionate share of the land underneath the building together with right to use the common area, amenities and facilities more fully mentioned in Schedule-E, of the said Housing Complex ' at .

**SCHEDULE-B**

(PRICE)

Price for the Flat	Rs. 1,01,18,883/-
Price for the Garage	Rs. 12,60,000/-
	-----
<b>TOTAL Price</b>	<b>Rs. 1,13,78,883/-</b>
	=====

(Rupees One Crore Thirteen Lakh Seventy Eight Thousand Eight Hundred Eighty Three only)

**SCHEDULE-C**

**(PAYMENT PLAN BY THE ALLOTTEE/PURCHASER)**



SL. NO.	PERCENTAGE OF CONSIDERATION	PARTICULARS	Amount (Rs.)
1		Application / Booking.	
2	15%	Execution of Agreement after all roof casting	Rs. 17,06,833
3	20%	On completion of brick work	Rs. 22,75,777
4	30%	On completion of Plastering and Plumbing work	Rs. 34,13,665
5	30%	On completion of flooring, Electrical and Door/Window fixing	Rs. 34,13,665
6	5%	On Possession	Rs. 5,68,944
		<b>TOTAL</b>	Rs.1,13,78,884
		<b>Rs.</b>	

Note:

All amount payable above to be paid together with applicable GST and other statutory charges payable from time to time.

#### **SCHEDULE-D**

#### **(SPECIFICATIONS, AMENITIES & FACILITIES)**

- Foundation** : Reinforced cement concrete of strip foundation.
- Structure** : Reinforced cement concrete frame structure and walls of traditional red Bricks as per design.
- Treatment** : Anti-termite treatment during various stages of construction.
- Proofing** : Waterproofing wherever required
- Entrance Lobby** : Flooring vitrified tiles, wall combination of tiles and P.O.P. Finish
- Typical floor Lobby** : Flooring vitrified tiles, wall combination of tiles and P.O.P. Finish.
- Elevation** : Aesthetically designed and externally painted.
- Wall Finish** : Interior Wall: Plaster, P.O.P. finish.

	Exterior Wall: Plaster and acrylic emulsion paint.
<b>Ceiling</b>	: P.O.P. Finish.
<b>Flooring &amp; Dado</b>	: Vitrified tiles in Living & Dining area and Bedrooms. Ceramic tiles in kitchen floor. Anti-skid ceramic floor tiles and ceramic wall tiles upto door height in Flat Toilets.
<b>Toilet</b>	: Esco Standard or equivalent make sanitary ware CP fittings, shower enclosure in attached toilets with bedrooms, hot and cold water provision for Flat Toilets.
<b>Door</b>	: Main door with decorative laminate on one side. Basic teak type Flush Door with wooden frame.
<b>Other doors:</b>	Flush door with wooden frame. Branded locks and hardware fittings of Yale, Hafle, Dorset or equivalent make.
<b>Window</b>	: Aluminium windows with glass panes, provision for installation of exhaust fan at kitchen & toilets.
<b>Kitchen</b>	: Granite counter top Dado of ceramic tiles above counter level upto 2 feet height with stainless steel sink.
<b>Water Supply</b>	: 24 - hour treated water supply.
<b>Electrical</b>	: PVC conduit pipe with copper wiring, MCBs/ELCBs with sufficient power point for electricity, intercom etc. & other necessary gadgets inside the Flat & aluminum cable outside. Fire resistant wires with premium modular switches of Anchor or equivalent make with quality earthing for all electro-mechanical gadgets.
<b>Elevator</b>	: lifts of Shrijan or equivalent make.

**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/Purchaser: (including joint buyers)

(1)\_\_\_\_\_

(2)\_\_\_\_\_

At \_\_\_\_\_ on \_\_\_\_\_ in the presence of:

Please affix  
photograph and  
sign across the  
photograph

Please affix  
photograph and  
sign across the  
photograph

**SIGNED AND DELIVERED BY THE WITHIN NAMED**

Developer:

(1) \_\_\_\_\_

(Authorized Signatory)

Please affix  
photograph and  
sign across the  
photograph

**WITNESSES:**

1. Signature \_\_\_\_\_ Name

-Address \_\_\_\_\_

2. Signature \_\_\_\_\_

Name-Address \_\_\_\_\_