

**AGREEMENT FOR SALE**

This AGREEMENT FOR SALE (“Agreement”) executed on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_,

**By and Between**

- (1) **SRI CHITTARANJAN ROY**, [PAN No. **AFWPR2857R**] [AADHAAR No. **218464435650**] son of Late Satish Chandra Roy alias Late Satish Roy, by Occupation -Business, by Faith - Hindu, by Nationality - Indian, Jagatpur, Gouranga Nagar, Post Office - Jyangra, Police Station - New Town, Kolkata-700059.
- (2) **SRI. NIRANJAN RAY**, [PAN No. **ALKPR5643P**] [AADHAAR No. **441342860168**] son of Late Satish Chandra Ray alias Late Satish Roy, by Occupation- Business, by Faith- Hindu, by Nationality- Indian, residing at Jagatpur, Gouranga Nagar, Post Office - Jyangra, Police Station - New Town, Kolkata-700059.
- (3) **SMT. PRAVABATI BISWAS**, [PAN No. **BZMPB4593D**] [AADHAAR No. **423093734502**], daughter of Late Satish Chandra Ray alias Late Satish Roy, by Occupation - House Wife, by Faith - Hindu, by Nationality - Indian, residing at Jagatpur, Gourarnga Nagar, Post Office - Jyangra, Police Station - New Town, Kolkata - 700059.
- (4) **SMT. ANITA ROY**, [PAN No. **AZUPR8698C**] [AADHAAR No. **512921229353**], daughter of Late Satish Roy alias Late Satish Chandra Roy, by Occupation - House hold work, by Faith - Hindu, by Nationality - Indian, residing at Jagatpur, Gouranga Nagar, Post Office - Jyangra, Police Station - New Town, Kolkata - 700059.

- (5) **SMT. PUTUL MONDAL**, [PAN No. **AIJPM8980A**][AADHAAR No. **638938075698**], daughter of Late Satish Chandra Ray alias Late Satish Roy, by Occupation - Homemaker, by Faith - Hindu, by Nationality - Indian, residing at Jagatpur, Gouranga Nagar, Post Office - Jyangra, Police Station - New Town, Kolkata - 700059.
- (6) **SMT. MOUMITA MONDAL**, [PAN No. **EHBPM5712B**][AADHAAR No. **469556391934**], daughter of Late Satish Ray alias Late Satish Roy, by Occupation - Homemaker, by Faith - Hindu, by Nationality - Indian, residing at Jagatpur, Gouranga Nagar, Post Office - Jyangra, Police Station - New Town, Kolkata-700059.
- (7) **SMT. BULA ROY ALIAS SMT. BULA BISWAS**, [PAN No. **BVGPR9741F**][AADHAAR No. **350313660682**], daughter of Late Satish Ch. Roy alias Late Satish Roy and wife of Sukanta Biswas, by Occupation - House wife, by Faith- Hindu, by Nationality - Indian, residing at Joypur, District - South 24 Parganas, Pincode - 743502.
- (8) **SMT. GITA RAY**, [PAN No. **BILPR1523H**] [AADHAAR No. **436255159308**], wife of Sri Chittaranjan Roy, by occupation - Business, by faith - Hindu, by nationality - Indian, residing at Jagatpur, Post Office - Gouranga Nagar, Police Station -Baguiati, Kolkata - 700059, District - North 24 Parganas.
- (9) **SMT. BASANTI ROY**, [PAN No. **BEYPR2820G**] [AADHAAR No. **776633826235**], wife of Sri Niranjan Roy, by Occupation - Housewife, by Faith - Hindu, by Nationality - Indian, residing at Jagatpur, Post Office - Gouranga Nagar, Police Station - Baguiati, Kolkata- 700059, District - North 24 Parganas.

- (10) **SMT. ANGUR BALA MANDAL, [PAN No. DSPPM5011P] [AADHAAR No. 710663409420]**, wife of Late Shambhu Mondal and daughter of Late Lakshmi Kanta Naskar, by Occupation – Housewife, by Faith – Hindu, by Nationality – Indian, residing at Jagatpur, Gauranga Nagar, Post Office - Gouranga Nagar, Police Station - Baguiati, Kolkata- 700159, District - North 24 Parganas.
- (11) **SMT. SAMPA MONDAL MITRA alias SAMPA MITRA, [PAN No. GHIPM5418R] [AADHAAR No. 621985572908]**, daughter of Late Sambhu Mondal, by Occupation – House Maker, by Faith – Hindu, by Nationality – Indian, residing at Jagatpur, Gauranga Nagar, Post Office - Gouranga Nagar, Police Station - Baguiati, Kolkata - 700059, District - North 24 Parganas.
- (12) **SMT. PAMPA MANDAL BHATTA [PAN No. ETPPB6730N] [AADHAAR No. 950740653116]**, daughter of Late Sambhu Mitra and wife of Uttam Bhatta, by Occupation – Housewife, by Faith – Hindu, by Nationality – Indian, residing at Jagatpur, Gauranga Nagar, Post Office - Gouranga Nagar, Police Station - Baguiati, Kolkata - 700059, District - North 24 Parganas, hereinafter jointly referred to and collectively called as “**OWNERS**” (which term or expression shall unless otherwise excluded by or repugnant to the context or subject be deemed to mean and include their respective heirs, executors, successors, legal representatives and assigns) of the **FIRST PART**.

The Owners are represented by their Constituted Attorney namely **M/S. DEBNATH CONSTRUCTION, [PAN No. AAPFD3905J]**, a partnership firm having its registered office at FF-4, Jorda Bagan, Hatiara Road, Post Office - Haltara, Police Station - Baguiati, Kolkata - 700059, District- North 24 Parganas, the firm being represented by its Partners namely(1) **SRI. NITYA**

**GOPAL DEBNATH, [PAN No. AGCPD7148L] [AADHAAR No. 786017980041]**, son of Sri Santosh Debnath and **(2) SMT. MAHUA DEBNATH, [PAN No. AHTPDO43OD] [AADHAAR No. 28353 1536245]**, (represented by her constituted attorney namely Sri. Nitya Gopal Debnath, son of Sri Santosh Kumar Debnath, by virtue of a registered General Power of Attorney dated 29th April, 2019, registered at A.D.S.R. Rajarhat, New Town and recorded in Book No. IV, being No. 000321 for the year 2019) wife of Sri Nitya Gopal Debnath, both by Faith - Hindu, by Occupation - Business, by Nationality - Indian, both residing at EB-1/3, Deshbandhunagar, Post Office - Deshbandhunagar, Police Station - Baguiati, Kolkata - 700 059, District - North 24 Parganas by virtue of (i) **Development Power of Attorney after Registered Development Agreement** dated 14<sup>th</sup> December, 2020, registered in the office of the Additional District Sub-Registrar, Rajarhat and recorded in Book No. I, Volume No. 1523-2020, Page from 366217 to 366244, being no. 152309140 for the year 2020, as per the terms and conditions contained therein, (ii) **Development Power of Attorney after Registered Development Agreement** dated 14<sup>th</sup> January, 2021, registered in the office of the Additional District Sub-Registrar, Rajarhat and recorded in Book No. I, Volume No. 1523-2021, Page from 69329 to 69367, being no. 152301353 for the year 2021 and (iii) **Development Power of Attorney after Registered Development Agreement** dated 24<sup>th</sup> February, 2023, registered in the office of the Additional District Sub-Registrar, Rajarhat and recorded in Book No. I, Volume No. 1523-2023, Page from 138185 to 138216, being no. 152303906 for the year 2023, as per the terms and conditions contained therein.

**AND**

**M/S. DEBNATH CONSTRUCTION, [PAN No. AAPFD3905J]**, a partnership firm having its registered office at FF-4, Jorda Bagan, Hatiara Road, Post Office -

Haltara, Police Station - Baguiati, Kolkata-700059, District - North 24 Parganas, the firm being represented by its Partners namely **(1) SRI. NITYA GOPAL DEBNATH, [PAN No. AGCPD7148L] [AADHAAR No. 786017980041]**, son of Sri Santosh Debnath and **(2) SMT. MAHUA DEBNATH, [PAN No. AHTPDO43OD] [AADHAAR No. 28353 1536245]**, wife of Sri NityaGopal Debnath, both by Faith - Hindu, by Occupation - Business, by Nationality - Indian, both residing at EB-1/3,Deshbandhunagar, Post Office - Deshbandhunagar, Police Station -Baguiati, Kolkata - 700 059, District - North 24 Parganas. The Partner namely Smt. Mahua Debnath, represented by her constituted attorney namely Sri. Nitya Gopal Debnath, son of Sri Santosh Kumar Debnath, by virtue of a registered General Power of Attorney dated 29th April, 2019, registered at A.D.S.R. Rajarhat New Town and recorded in Book No. IV, being No. 000321 for the year 2019,hereinafter called and referred to as **“THE PROMOTER/DEVELOPER”**(which term or expression shall unless otherwise excluded by or repugnant to the context or subject be deemed to mean and include his heirs, executors, successors, legal representatives and assigns) of the **SECOND PART**.

**AND**

[If the Allottee is a company]

\_\_\_\_\_, (CIN no. \_\_\_\_\_) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be ], having its registered office at \_\_\_\_\_, (PAN \_\_\_\_\_), represented by its authorized signatory, \_\_\_\_\_, (Aadhaar no. \_\_\_\_\_) duly authorized vide board resolution dated \_\_\_\_\_, hereinafter referred to as the “Allottee” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees).

[OR]

[If the Allottee is a Partnership]

\_\_\_\_\_, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at \_\_\_\_\_, (PAN \_\_\_\_\_), represented by its authorized partner, \_\_\_\_\_, (Aadhaar no. \_\_\_\_\_) authorized vide \_\_\_\_\_, hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners).

[OR]

[If the Allottee is an Individual]

Mr . / Ms. \_\_\_\_\_, (Aadhaar no. \_\_\_\_\_) son / daughter of \_\_\_\_\_, aged about \_\_\_\_\_, residing at \_\_\_\_\_, (PAN \_\_\_\_\_), hereinafter called the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees).

[OR]

[ If the Allottee is a HUF]

Mr. \_\_\_\_\_, (Aadhaar no. \_\_\_\_\_) son of \_\_\_\_\_, aged about \_\_\_\_\_ for self and as the Karta of the Hindu Joint Mitakshara Family known as \_\_\_\_\_ HUF, having its place of business / residence at \_\_\_\_\_, (PAN \_\_\_\_\_), hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, representatives, executors,

administrators, successors-in-interest and permitted assigns as well as the members of the said HUF, their heirs, executors, administrators, successors-in-interest and permitted assignees).

[please insert details of other allottee(s), in case of more than one allottee]

The Promoter and allottee shall hereinafter collectively by referred to as the “parties” and individually as a “Party”.

**WHEREAS:**

- A. The above mentioned Owners hereinseized and possessed of or otherwise well and sufficiently entitled to **ALL THAT** piece and parcel of Bastu vacant land admeasuring **9 cottah 3 chittack 11 sq. ft. more or less** comprised in C.S. Khatian No. 282 corresponding to R.S. Khatian No. 532, appertaining to C.S. Dag Nos. 494, 495, 496 and 499 corresponding to R.S./L.R. Dag Nos. 631 (3 cottah 19 sq. ft. more or less), 632, (1 cottah 3 chittack 21 sq. ft. more or less), 633 (1 cottah 4 chittack 5 sq. ft. more or less) and 636(3 cottah 11 chittack 11 sq. ft. more or less), lying and situate under Mouza- Jyangra, J.L. No. 16, Re. Sa. No. 114, Touzi No. 3027 within the local limits of RajarhatGopalpur Municipality now Bidhnnagar Municipal Corporation, Ward No. 23, Jagatpur Road, Police Station – Baguiati formally Rajarhat, District – North 24 Parganas, West Bengal, (more fully and particularly mentioned, described, explained, enumerated, provided and given in the **SCHEDULE A (PART-II)** hereunder written and/or given and hereinafter referred to as the **PREMISES**).
- B. The mode and manner by which the Owners have acquired right, title and interest in the **SCHEDULE A (PART-II)** will appear from the **SCHEDULE A (PART- I)** hereunder written and/or given.

C. The Owners and the Promoter herein have entered into the following Development Agreements:

- a) Development Agreement dated 16<sup>th</sup> December, 2020, executed and registered before the office of the Additional District Sub-Registrar, Rajarhat and recorded in Book No. I, Volume No. 1523-2021, Page from 27955 to 27998, being no. 152300325 for the year 2021, according to the terms and conditions contained therein.
- b) Development Agreement dated 25<sup>th</sup> November, 2020, registered in the office of Additional District Sub-Registrar, Rajarhat and recorded in Book No. I, Volume No. 1523-2020, Page from 329968 to 329998, being no. 152308184 for the year 2020, as per the terms and conditions contained therein.
- c) Supplementary Development Agreement dated 24<sup>th</sup> February, 2023, registered in the office of Additional District Sub-Registrar, Rajarhat and recorded in Book No. I, Volume No. 1523-2023, Page from 137917 to 137954, being no. 152303895 for the year 2023, as per the terms and conditions contained therein.

D. The Owners and the Promoter herein have executed the following Development Power of Attorney after Registered Development Agreements:

- a) Development Power of Attorney after Registered Development Agreement dated 14<sup>th</sup> December, 2020, registered in the office of the Additional District Sub-Registrar, Rajarhat and recorded in Book No. I, Volume No. 1523-2020, Page from 366217 to 366244, being no. 152309140 for the year 2020, as per the terms and conditions contained therein.



- b) Development Power of Attorney after Registered Development Agreement dated 14<sup>th</sup> January, 2021, registered in the office of the Additional District Sub-Registrar, Rajarhat and recorded in Book No. I, Volume No. 1523-2021, Page from 69329 to 69367, being no. 152301353 for the year 2021, as per the terms and conditions contained therein.
- c) Development Power of Attorney after Registered Development Agreement dated 24<sup>th</sup> February, 2023, registered in the office of the Additional District Sub-Registrar, Rajarhat and recorded in Book No. I, Volume No. 1523-2023, Page from 138185 to 138216, being no. 152303906 for the year 2023, as per the terms and conditions contained therein.
- E. The Said Land is earmarked for the purpose of building residential project, comprising \_\_\_\_\_ multistoried apartment buildings and [insert any other components of the Projects] and the said project shall be known as **'SHIVAM APARTMENT'**;
- F. 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;
- G. Bidhannagar Municipal Corporation has granted the commencement certificate to develop the Project vide approval dated bearing no. \_\_\_\_\_;

- H. The Promoter has obtained the final layout plan approvals for the Project from the Bidhannagar Municipal Corporation vide **Sanction Building Plan No.** \_\_\_\_\_, **dated** \_\_\_\_\_. 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;
- I. The Promoter has registered the Project under the provisions of the Act with the West Bengal Real Estate Regulatory Authority at \_\_\_\_\_ no \_\_\_\_\_ ;
- J. 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 \_\_\_\_\_, no \_\_\_\_\_ 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 B and the floor plan of the apartment is annexed hereto and marked with red border);
- K. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- L. The Allottees have independently examined and verified or caused to be examined and verified, inter alia, the following and have fully satisfied themselves about the same:

- 1.1. The Title of the Promoter in respect of the Premises along with Development Agreement as well as the Development Power of Attorney (if any);
  - 1.2. The Sanctioned Plans of the Buildings and further revised Sanctioned Plan if any;
  - 1.3. The Carpet Area of the Said Apartment;
  - 1.4. The Specifications and common Portions of the Project;
  - 1.5. The respective rights interest and entitlements of the Promoter and the Allottees under this Agreement for Sale.
- M. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rule, regulations, notifications, etc., applicable to the Project;
- N. 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;
- O. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by an 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 J;

**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 the Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the [Apartment/Plot] as specified in paragraph J;

The Total Price for the [Apartment] 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 breakup 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

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Explanation:

- (i) The Total Price above includes the booking amount paid by the allottee to the Promoter towards the [Apartment];
- (ii) The Total Price above includes/excludes 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;

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

- (iii) The Promoter shall periodically intimate to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment within 30 (Thirty) days from the date of such written intimation. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
- (iv) The Total Price of [Apartment] includes: 1) pro rata share in the Common Areas; and 2) \_\_\_\_\_ garages(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 enclosed 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 proponed. 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 alteration 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 as mentioned below:

- (i) The allottee shall have exclusive ownership of the Apartment.
- (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share / interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the promoter shall convey undivided proportionate title in the common areas to the association of allottees as provided in the Act;
- (iii) That the computation of the price of the [Apartment] 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 purpose. 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 '**SHIVAM APARTMENT**' shall not form a part of the declaration to be filed with the Competent Authority in accordance with the West Bengal Apartment Ownership Act, 1972.

The Promoter agrees to pay all outgoings before transferring the physical possession of the apartment to the Allottee, which it has collected from the Allottee, 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 Allottee 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 therefore 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] at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the [Apartment] 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/she/they shall be liable to pay interest at the rate specified in the Rules.

## 2. **MODE OF PAYMENT**

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/demand draft or online payment (as applicable) in favour of ‘\_\_\_\_\_’ payable at \_\_\_\_\_.

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

The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made hereof 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 the 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 Allottees 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 way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

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

The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her /them under any head(s) of dues against lawful outstanding, if any, in his/her/their name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

5. **TIME IS ESSENCE**

Time is of essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the [Apartment] to the Allottee after making application for completion certificate and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in Schedule C (“Payment Plan”).

6. **CONSTRUCTION OF THE PROJECT / APARTMENT**

The Allottee has seen the specifications of the [Apartment] and accepted the Payment Plan, floor plans, layout plans, sanction plans [annexed along with the 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, sanction plans, floor plans and specifications. Subject to the terms in the 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 Patharghata Gram Panchayet / competent authority [ Please insert the relevant laws in force ] and shall not have an option to make any variation / alteration / modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

7. **POSSESSION OF THE APARTMENT**

**Schedule for possession of the said [Apartment]:** The Promoter agrees and understands that timely delivery of possession of the Apartment is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the Apartment within \_\_\_\_\_, with an additional period of 6 (Six) months, 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 of delivery of possession of the Apartment, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The 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 without any interest and after deduction of Tax which was already paid to the government. 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 of the occupancy certificate to the competent authority shall offer in writing the possession of the Apartment, to the Allottee in terms of this agreement to be taken within 3 (Three) month from the date of issue of such notice and the Promoter shall give possession of the Apartment 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 duplicate copy of 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 without any interest and after deduction of tax which was already paid to the Government.

**Compensation –**

The Promoter shall compensate the Allottee in case of any loss caused to him/her/them 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 their 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 them in respect of the Apartment, without any interest within 45 days in the manner as provided under the Act. Provided that where if the Allottee does not intend to withdraw from the Project.

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

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

- (i) The [Promoter] has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project;

[in case there are any encumbrances on the land provided details of such encumbrances including any rights, title, interest and name of party in or over such land]

- (iv) There are no litigations pending before any Court of law with respect to the said Land, Project or the [ Apartment/Plot];
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and [Apartment / Plot] are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and [ Apartment/Plot] and common areas;
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said [ Apartment/Plot] which will, in any manner, affect the rights of allottee under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [ Apartment / Plot] to the Allottee in the manner contemplated in this agreement;
- (ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the [ Apartment/Plot] to the Allottee and the common areas to the Association of the Allottees;
- (x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and / or no minor has any right, title and claim over the Schedule Property;

- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and / or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and / or the Project;
- (xiii) That the property is not Waqf property.

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

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

- (i) If the Promoter fails to provide ready to move in possession of the Apartment/unit 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 respect;
- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

In case of Default by Promoter under the conditions listed above, allottee is entitled to the following;

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



- (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee after deducting the tax which was already paid to the government under any head whatsoever towards the purchase of the apartment 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 can do so.

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

- (i) In case the Allottee fails to make payments for \_\_\_\_\_ consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in the regard the allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate specified in the Rules.
- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond consecutive month 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 tax which was already paid to the government and this Agreement shall thereupon stand terminated.

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

The Promoter, on receipt of complete amount of the Price of the Apartment / unit 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 date of applying for 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/their 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 the Indian Stamp Act, 1899 including any actions taken or deficiencies/penalties imposed by the competent authority (ies).

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

Maintenance Deposit cost to be paid per month per Sq. ft @ \_\_\_\_\_/- from the date of possession for 24 months out of which 12 months deposits amount is adjustable and another 12 months deposited amount shall remain as security money which shall be refunded by the promoter after hand over the project by the promoter to the Owners Association / Syndicate/ Maintenance committee after adjusting there from all dues if there would be any on account of such purposes which will bear no interest and will be adjusted to the credit of or refunded to the purchaser on the determination of agreement, if so by any reason whatsoever.

**12. DEFECT LIABILITY**

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5(five) years by the Allottee from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects

within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

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

The Allottee hereby agrees to purchase the [Apartment / Plot] on the specific understanding that 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 (or the maintenance agency appointed by it) and performance by the Allottee of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of allottees from time to time.

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

The Promoter / maintenance agency / association of allottees shall have rights of unrestricted access of all Common Areas, garages / closed parking's and parking Spaces for providing necessary maintenance services and the Allottee agrees to permit the association of allottees and/or maintenance agency to enter into the Apartment 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 "SHIVAM APARTMENT", 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 pemitted uses

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

16. **GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT :**

Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment 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 changes 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, window grills, publicity material or advertisement material etc. on the face / faced 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 or the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store and 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 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

Allottees shall be responsible for any loss or damages arising out of breach of any or the aforesaid conditions.

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

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

18. **ADDITIONAL CONSTRUCTIONS**

The Promoter undertakes that it has no right to make additions or to put-up additional structure(s) anywhere in the Project after the building plan has been approved by the competent authority(ies) except for any addition construction as may be permitted by the Competent Authority as provided and/or permitted under the Act.

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

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

20. **APARTMENT OWNERSHIP ACT**

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

21. **BINDING EFFECT**

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

22. **ENTIRE AGREEMENT**

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral,

if any, between the Parties in regard to the said apartment / plot / building, as the case may be.

23. **RIGHT TO AMEND**

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

24. **PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE / SUBSEQUENT ALLOTTEES**

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable 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 purpose.

25. **WAIVER NOT ALIMITATION TO ENFORCE**

The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in the 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.

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 reasonable inconsistent with the purpose of this Agreement and to the extent

necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

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

28. **FURTHER ASSURANCES**

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

29. **PLACE OF EXECUTION**

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in \_\_\_\_\_ after the Agreement is duly executed by the Allottee and the Promoter or simultaneously 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 and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post at their respective addresses specified below:

\_\_\_\_\_ Name of Allottee

\_\_\_\_\_ (Allottee Address)

M/s \_\_\_\_\_ Promoter Name

\_\_\_\_\_ (Promoter Address)

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

31. **JOINT ALLOTTEES**

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

**32. GOVERNING LAW**

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

**33. DISPUTE RESOLUTION**

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicable 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 \_\_\_\_\_ in the presence of attesting witness, signing as such on the day first above written.

**SIGNED AND DELIVERED BY THE WITHIN NAMED**

Allottees:

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

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

Name-

Name-

Address-

Address-

**SIGNED AND DELIVERED BY THE WITHIN NAMED SIGNATURE OF THE OWNER.**

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

Name-

Address-

**SIGNED AND DELIVERED BY THE WITHIN NAMED**

Promoter: \_\_\_\_\_

Address: \_\_\_\_\_

Signature \_\_\_\_\_

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

WITNESSES:

(1) Signature \_\_\_\_\_ (2) Signature \_\_\_\_\_

Name \_\_\_\_\_ Name \_\_\_\_\_

Address \_\_\_\_\_ Address \_\_\_\_\_

**SCHEDULE A**

**PART - I**

**PART - A**

**WHEREAS :-**

1. By virtue of a Partition Deed dated 25<sup>th</sup> October, 1972, registered in the office of S.R.O. Cossipore Dum Dum and recorded in Book No. I, Volume No. 112, Pages from 73 to 98, being No. 6837 for the year 1972, Sri Satish Chandra Roy became the owner of the plot of land measuring an area of 2 Cottah 15 Chittacks 27 sq. ft. be the same a little more or less comprised in C.S. Khatian No. 282 corresponding to R.S. Khatian No.

532 appertaining to C.S. Dag No. 494 corresponding to R.S. Dag No. 631 (land area 1 Cottah 0 Chittack 6 sq. ft.) comprised in C.S. Khatian No. 282 corresponding to R.S. Khatian No. 532 appertaining to C.S. Dag No 496 corresponding to R.S Dag No. 633 (Land area of 4 Chittacks 38 sq.ft.) comprised in C.S. Khatian No. 282 corresponding to R.S. Khatian No. 532 appertaining to C.S. Dag No. 499 corresponding to R.S. Dag No. 636 (land area of 1 Cottah 10 Chittacks 28 sq.ft.) and other property lying and situated at Mouza- Jyangra, J.L. No.16, Re. Su. No. 114, Touzi No. 3027, Police Station - Baguiati (formerly Rajarhat), District - North 24 Parganas.

2. By virtue of Gift Deed dated 15<sup>th</sup> December, 1972, registered in the office of S.R.O., Cossipore Dum Dum and recorded in Book No. I, Volume No. 125, Pages from 128 to 135, being No. 07795 for the year 1972, Sri Chittaranjan Roy and Sri Niranjana Roy, the Owner Nos. 1 & 2 herein became the joint owners of a plot of land measuring an area of 4 Cottahs 3 Chittack 3 sq. ft. more or less comprised in C.S. Khatian No. 282 corresponding to R.S. Khatian No. 532 appertaining to C.S. Dag No. 494 corresponding to R.S. Dag No. 631 (land area of 1 cottah 0 Chittacks 6 sq. ft.), C.S. Khatian No. 282 corresponding to R.S. Khatian No. 532 appertaining to C.S. Dag No. 495 corresponding to R.S. Dag No. 632 (land area of 1 Cottah 3 Chittacks 21 sq. ft.) and comprised in C.S. Khatian No. 282, corresponding to R.S. Khatian No. 532 appertaining to C.S. Dag No. 496 corresponding to R.S. Dag No. 633 (land area of 4 Chittacks 38 sq. ft.) and comprised in C.S. Khatian No. 282 corresponding to R.S. Khatian No. 332 appertaining to C.S. Dag No. 499 corresponding to R.S. Dag No. 636 (land area 1 Cottah 10 Chittack 28 sq.ft.) lying and situated at Mouza - Jyangra, J.L.No. 16, Re.Su. No.114, Touzi No. 3027, P.S.- Baguiati (formerly Rajarhat) District of North 24 Parganas, within local limits of Rajarhat Gopalpur Municipality.

3. By virtue of a Deed of Sale dated 16<sup>th</sup> November, 1990, registered in the office of D. R. Barasat, District North 24 Parganas and recorded in Book No. I, Volume No. 134, Pages from 455 to 461, being No. 7680 for the year 1990, Sri Chittaranjan Roy and Sri Niranjan Roy, the Owner Nos. 1 & 2 herein became the joint owners of a plot of land measuring an area of 1 Cottahs 6 Chittacks 7 sq. ft. more or less comprised in C.S. Khatian No. 282 corresponding to R.S. Khatian No. 532 appertaining to C.S. Dag No. 494 corresponding to R.S. Dag No. 631 (land area of 1 Cottah 0 Chittack 7 sq. ft.) and comprised in C.S. Khatian No. 282 corresponding to R.S. Khatian No. 532 appertaining to C.S. Dag No. 499 corresponding R.S. Dag No. 636 (land area of 6 Chittacks 0 sq. ft.) lying and situated at Mouza - Jyangra, J.L.No.16, Re.Su. No. 114, Touzi No. 3027, P.S. Baguiati (formerly Rajarhat), District - North 24 Parganas within local limits of RajarhatGopalpur Municipality.
4. By virtue of a Deed of Sale dated 29<sup>th</sup> June, 2007 and executed on 22<sup>nd</sup> March, 2010, registered in the office of Bidhannagar, Salt Lake and recorded in Book No. I, Volume No. 5, Pages 2574 to 2596, being No. 02787 for the year 2010, Smt. Gita Roy and Smt. Basanti Roy, the Owner Nos. 4 and 5 herein,became the joint owners of a plot of land measuring an area of 5 Chittacks 26 sq. ft. more or less comprised inC.S. Khatian No. 282 corresponding to R.S. Khatian No. 532 appertaining to C.S. Dag No. 496 corresponding to R.S. Dag No. 633 lying and situated at lying and situated at Mouza - Jyangra, J.L.No. 16, Re. Su. No. 114, Touzi No. 3027, P.S. Baguiati (formerly Rajarhat), district North 24 Parganas within local limits of RajarhatGopalpur Municipality.
5. Thereafter, said Sri. Satish Roy died intestate on 28<sup>th</sup> February, 2016, leaving behind him his two sons namely Chittaranjan Roy andNiranjan Roy and one wife namelySusoma Roy and five daughters namely

- Provabati Biswas, Anita Roy, PutulMondal, MoumitaMondal and Bula Biswas as his legal heirs, successors and representatives and each entitledto undivided one-eighth share therein.
6. Chittaranjan Roy, Nirranjan Roy, Susoma Roy,Provabati Biswas, Anita Roy, PutulMondal, MoumitaMondal, Bula Biswas, Smt. Gita Roy and Smt. Basanti Roy became the joint and absolute owners of the undivided area of land measuring 8 cottah 14 chittack 18 sq. ft. more or less comprised in C.S. Khatian No. 282 corresponding to R.S. Khatian No. 532, appertaining to C.S. Dag Nos. 494, 495, 496 and 499 corresponding to R.S./L.R. Dag Nos. 631, 632, 633 and 636, lying and situate under Mouza- Jyangra, J.L. No. 16, Re. Sa. No. 114, Touzi No. 3027 within the local limits of RajarhatGopalpur Municipality now Bidhnnagar Municipal Corporation, Ward No. 23, Jagatpur Road, Police Station – Baguiati formally Rajarhat,District – North 24 Parganas, West Bengal.
  7. ThenChittaranjan Roy, Nirranjan Roy, Susoma Roy,Provabati Biswas, Anita Roy, PutulMondal, MoumitaMondal, Bula Biswas, Smt. Gita Roy and Smt. Basanti Roy, as the owners and the Promoter herein entered into a Development Agreement dated 16<sup>th</sup> December, 2020, executed and registered before the office of the Additional District Sub-Registrar, Rajarhat and recorded in Book No. I, Volume No. 1523-2021, Page from 27955 to 27998, being no. 152300325 for the year 2021, according to the terms and conditions contained therein and also executed Development Power of Attorney after Registered Development Agreement dated 14<sup>th</sup> January, 2021, registered in the office of the Additional District Sub-Registrar, Rajarhat and recorded in Book No. I, Volume No. 1523-2021, Page from 69329 to 69367, being no. 152301353 for the year 2021, as per the terms and conditions contained therein.
  8. Thereafter, said Smt. Susama Roy died intestate on 20<sup>th</sup> December, 2021, leaving behind his two sons namely Chittaranjan Roy andNirranjan Roy

and five daughters namely Provabati Biswas, Anita Roy, PutulMondal, MoumitaMondal and Bula Biswas as her legal heirs, successors and representatives and each entitled to undivided one-seventh share therein.

9. Subsequently, Owner Nos. 1 to 9 became the joint and absolute owner of the undivided area of land measuring 8 cottah 14 chittack 18 sq. ft. more or less comprised in C.S. Khatian No. 282 corresponding to R.S. Khatian No. 532, appertaining to C.S. Dag Nos. 494, 495, 496 and 499 corresponding to R.S./L.R. Dag Nos. 631, 632, 633 and 636 lying and situate under Mouza- Jyangra, J.L. No. 16, Re. Sa. No. 114, Touzi No. 3027 within the local limits of RajarhatGopalpur Municipality now Bidhnnagar Municipal Corporation, Ward No. 23, Jagatpur Road, Police Station – Baguiati formally Rajarhat, District – North 24 Parganas, West Bengal,
10. Thereafter, Chittaranjan Roy, Niranjan Roy, Provabati Biswas, Anita Roy, PutulMondal, MoumitaMondal, Bula Biswas, Smt. Gita Roy and Smt. Basanti Roy, the Owner Nos. 1 to 9 herein and the Promoters herein entered into a Supplementary Development Agreement dated 24<sup>th</sup> February, 2023, registered in the office of Additional District Sub-Registrar, Rajarhat and recorded in Book No. I, Volume No. 1523-2023, Page from 137917 to 137954, being no. 152303895 for the year 2023, as per the terms and conditions contained therein and also executed Development Power of Attorney after Registered Development Agreement dated 24<sup>th</sup> February, 2023, registered in the office of the Additional District Sub-Registrar, Rajarhat and recorded in Book No. I, Volume No. 1523-2023, Page from 138185 to 138216, being no. 152303906 for the year 2023, as per the terms and conditions contained therein.

**PART - B**

11. By virtue of a Deed of Sale dated 26<sup>th</sup> June, 1998, registered in the office of Additional District Sub-Registrar, Bidhannagar, Salt Lake and recorded in Book No. I, Volume No. 74, Pages from 201 to 206, being No. 2788 for the year 1998, Shambhu Mondal became the sole and absolute owner of the Bastu land measuring 4 chittack 38 sq. ft. more or less comprised in C.S. Khatian No. 282 corresponding to R.S. Khatian No. 532, appertaining to C.S. Dag No. 496 corresponding to R.S./L.R. Dag Nos. 633 lying and situate under Mouza- Jyangra, J.L. No. 16, Re. Sa. No. 114, Touzi No. 3027 within the local limits of Rajarhat Gopalpur Municipality now Bidhnnagar Municipal Corporation, Ward No. 23, Jagatpur Road, Police Station – Baguiati formally Rajarhat, District – North 24 Parganas, West Bengal.
12. Shambhu Mondal died intestate on 2<sup>nd</sup> July, 2013, leaving behind his wife namely Smt. Angur Bala Mondal and two daughters namely Smt. Sampa Mandal and Smt. Pampa Mandal Bhatta as his legal heirs and successors and each entitled to undivided one-third share therein.
13. Hence, Smt. Angur Bala Mondal, Smt. Sampa Mandal and Smt. Pampa Mandal Bhatta, the Owner Nos. 10 to 12 herein, became the joint and absolute owners of the Bastu land measuring 4 chittack 38 sq. ft. more or less comprised in C.S. Khatian No. 282 corresponding to R.S. Khatian No. 532, appertaining to C.S. Dag No. 496 corresponding to R.S./L.R. Dag Nos. 633 lying and situate under Mouza- Jyangra, J.L. No. 16, Re. Sa. No. 114, Touzi No. 3027 within the local limits of Rajarhat Gopalpur Municipality now Bidhnnagar Municipal Corporation, Ward No. 23, Jagatpur Road, Police Station – Baguiati formally Rajarhat, District – North 24 Parganas, West Bengal.



14. Smt. Angur Bala Mondal, Smt. Sampa Mandal and Smt. Pampa Mandal Bhatta, the Owner Nos. 10 to 12 herein and the Promoters herein entered into a Development Agreement dated 25<sup>th</sup> November, 2020, registered in the office of Additional District Sub-Registrar, Rajarhat and recorded in Book No. I, Volume No. 1523-2020, Page from 329968 to 329998, being no. 152308184 for the year 2020, as per the terms and conditions contained therein and also executed Development Power of Attorney after Registered Development Agreement dated 14<sup>th</sup> December, 2020, registered in the office of the Additional District Sub-Registrar, Rajarhat and recorded in Book No. I, Volume No. 1523-2020, Page from 366217 to 366244, being no. 152309140 for the year 2020, as per the terms and conditions contained therein.
  
15. Thereafter, the Owners herein executed a Deed of Amalgamation dated 24<sup>th</sup> February, 2023, registered in the office of Additional District Sub-Registrar, Rajarhat and recorded in Book No. I, Volume No. 1523-2023, Page from 148990 to 149016, being No. 152303828 for the year 2023, and the amalgamated their plots of land into one individual land i.e. an area of Bastu vacant land admeasuring **9 cottah 3 chittack 11 sq. ft. more or less** comprised in C.S. Khatian No. 282 corresponding to R.S. Khatian No. 532, appertaining to C.S. Dag Nos. 494, 495, 496 and 499 corresponding to R.S./L.R. Dag Nos. 631 (3 cottah 19 sq. ft. more or less), 632, (1 cottah 3 chittack 21 sq. ft. more or less), 633 (1 cottah 4 chittack 5 sq. ft. more or less) and 636(3 cottah 11 chittack 11 sq. ft. more or less), lying and situate under Mouza- Jyangra, J.L. No. 16, Re. Sa. No. 114, Touzi No. 3027, within the local limits of Rajarhat Gopalpur Municipality now Bidhnnagar Municipal Corporation, **Ward No. 23**, Jagatpur Road, Police Station – Baguiati formally Rajarhat, District – North 24 Parganas, West Bengal.

**SCHEDULE A****PART II****DESCRIPTION OF THE PREMISES**

**ALL THAT** piece and parcel of Bastu vacant land admeasuring **9 cottah 3 chittack 11 sq. ft. more or less** comprised in C.S. Khatian No. 282 corresponding to R.S. Khatian No. 532, appertaining to C.S. Dag Nos. 494, 495, 496 and 499 corresponding to R.S./L.R. Dag Nos. 631 (3 cottah 19 sq. ft. more or less), 632, (1 cottah 3 chittack 21 sq. ft. more or less), 633 (1 cottah 4 chittack 5 sq. ft. more or less) and 636(3 cottah 11 chittack 11 sq. ft. more or less), lying and situate under Mouza- Jyangra, J.L. No. 16, Re. Sa. No. 114, Touzi No. 3027, within the local limits of RajarhatGopalpur Municipality now BidhnnagarMunicipal Corporation, Ward No. 23, Jagatpur Road, Police Station – Baguiati formally Rajarhat, District – North 24 Parganas, West Bengal, and the same is butted and bounded as follows:

- On the North: 5' feet wide common passage & other land;
- On the South: Portion of R.S. Dag No. 631;
- On the East: 16' feet wide Jagatpur Charaktala (Jyangra) Road;
- On the West: Land of Palan Roy.

**SCHEDULE-B****DESCRIPTION OF THE APARTMENT AND COVERED PARKING****PART- I**

**ALL THAT** the Apartment No.\_\_\_\_ with on the \_\_\_\_\_ **Floor** of **Block-**\_\_\_\_\_, having carpet area of \_\_\_\_\_ **square feet**, excluding of balcony area of \_\_\_\_\_ square feet (Super Built Up area \_\_\_\_\_ **Sq. Ft.**), more or less, flooring \_\_\_\_\_, at the Project known as **“SHIVAM APARTMENT”**, constructed on the premises stated in the Schedule-A(Part-II) hereinabove written TOGETHERWITH undivided, impartible proportionate share of land

underneath the said Block TOGETHER WITH all other easement and common rights over common passages and common facilities and amenities attached to and available with all other flats in the building.

**PART- II**

**ALL THAT** Parking space purchased with the right to park for \_\_\_\_ (\_\_\_) medium sized car in the \_\_\_\_\_ car parking space, admeasuring \_\_\_\_\_ (\_\_\_\_\_) **Sq. Ft** more or less Super Build Up Area, flooring \_\_\_\_\_, situate at the \_\_\_\_\_ of the building, situate in the complex namely **“SHIVAM APARTMENT”**.

**SCHEDULE- ‘C’**

**PAYMENT PLAN**

**PART- I**

**“AGREED CONSIDERATION”**

- (a) Consideration for the Undivided Share and for  
Construction and completion of the said Apartment  
Rs...../-  
No.\_\_\_\_\_ on \_\_\_\_ floor admeasuring \_\_\_\_ sq.ft.  
Approx Carpet Area. (Super Built up area\_\_\_\_\_ Sq. ft.)
- (b) Consideration for the right to park a car  
in the said parking space Rs...../-

**AGREED CONSIDERATION**

**Rs...../-**

**[Rupees .....only]**

Goods & Service Tax as applicable extra on total value at current rates and/or as applicable at the time of payment.

Goods & Service Tax Registration Number \_\_\_\_\_

**Any other Rates & Taxes as per W.B Government/ Central Government shall be payable wherever applicable.**

## PART – II

### Payment Terms

..... at the time of Agreement plus GST.

..... at the time of roof casting of proposed flat plus GST.

..... at the time of brick work and plastering plus GST.

..... at the time of flooring plus GST.

..... at the time of finishing work plus GST.

..... at the time of Possession or Registration which is early plus GST.

## PART – III

All payments under Installment Payment Plan [**IPP**] shall be made within a maximum period of 10 [Ten] days of issue of demand letter otherwise interest applicable as per Rules shall be charged. In case payments is not made for two months from the demand date then the booking shall be cancelled at the sole discretion of **“Promoter”** i.e. **“\_\_\_\_\_”** and the \_\_\_\_\_ shall deduct applicable Goods & Service Tax on the amount so received till such time and refund the balance payment without any interest thereon.

All payments received after due date will be first applied towards applicable interest and other sums, if any due and thereafter towards the installments. No payment will be received after due date without the payment of the applicable interest, if any.

#### **PART – IV**

The “**Promoter**” shall endeavor to construct the said Apartment and make the same ready for delivering the possession thereof not later than \_\_\_\_\_ Day of \_\_\_\_\_, \_\_\_\_\_ with an additional period of \_\_\_\_\_ (\_\_\_\_\_) months, from the date of booking subject to force majeure as mention in Application of Booking Form and/or reasons beyond the control of the “**Promoter**” in which circumstances Clause No. 7.6 shall be applicable. Further Clause No. 7.1 to 7.5 shall also be applicable with regards to the possession of the Said Apartment.

#### **PART – V**

##### **Section A: Additional Payments payable wholly by the Allottees**

- (a) All Statutory Rates and taxes, betterment and/or development charges and any other tax, duty, levy or charge that may be applicable, imposed or charged etc by the State/Central Government, if any, in connection with construction or transfer of the said Apartment in favour of the Allottees.
- (b) Stamp duty, registration fee and all other taxes, levy, miscellaneous and other allied expenses relating to this Agreement for Sale, the Deed of Conveyance and all other papers and documents that may be executed and/or registered relating to the Said Apartment as also the additional stamp duty, additional registration fee, Lawyer fee, penalty, interest or any other levy, if any, that may be imposed or payable in this regard at any time.

- (c) Charges levied by the **“Promoter”** for any additional or extra work done or any additional amenity or facility provided or any changes, additions, alterations or variation made in the Said Apartment including the costs, charges and expenses for revision of the Plans to the extent it relates to such changes, additions, alterations or variation.
- (d) Formation of the Association for the common purposes.
- (e) Betterment and/or development charges or other levies that may be charged regarding the Premises or the Buildings or the construction in terms hereof.
- (f) Making any changes, additions, alterations or variation in the Buildings and/or providing any additional or special provision, facility, fitting or amenity in the Buildings and/or the Premises, including the costs, charges and expenses for revision of the Plans to the extent it relates to such changes, additions, alterations or variation.

**Section B: Additional Payments payable proportionately by the Allottees to the Promoter are all additional / inclusive of the chargeable area:**

**Proportionate share of costs charges and expenses as detailed as under are all proportionately additional / inclusive of the chargeable area:**

- (a) Obtaining and providing electricity supply and including those on account of or relating to transformer and electrical sub-station

other equipment and installations, cabling, wiring, are all inclusive of the Chargeable area.

- (b) Installation of generator for the Common Portions and for providing minimum reasonable power to the said Apartment is all inclusive of the chargeable area.
- (c) Installation of security system for the common portions is all inclusive of the chargeable area.
- (d) Legal fee payable to Promoter is all exclusive in the agreed consideration.

#### **PART – VI**

Additional consideration payable to the **“Promoter”** in case there be any increase in Carpet Area of the said Apartment upon construction being made and the measurement being certified by the **“Promoter”**. Such additional consideration shall be calculated at the same rate at which the Agreed Consideration has been computed.

#### **PART – VII**

#### **“DEPOSITS”**

- (a) Corpus Maintenance Deposit equivalent to 1 year Maintenance Fund @ Rs. \_\_\_\_\_/= [Rupees \_\_\_\_\_] per carpet area sq. ft for \_\_\_\_\_ [\_\_\_\_\_] months.
- (b) Deposit for Corporation/ZilaParishad/Panchayet/Local Authority Taxes.
- (c) Deposit for electric supply including transformer and electrical sub-station and meters
- (d) Deposit for any other item in respect of which payment is to be made by the Allottees under Part-I of this Schedule.

The amounts of the aforesaid Deposits [b] [c] and [d] shall be quantified by the **“Promoter”** at the appropriate time. The Allottees agrees and

undertakes to pay all the aforesaid Deposits within seven days of demand or before the Date of Possession, whichever is earlier, without raising any objection whatsoever regarding the same.

**SCHEDULE 'D'**

**SPECIFICATIONS, AMENITIES, FACILITIES**

**(WHICH ARE PART OF THE APARTMENT)**

**(SPECIFICATIONS)**

1. BUILDING: R.C.C. Framed building.
2. WALLS: Brick Masonry 5” thick internal and external partition walls with cement plaster both side, plaster of paris inside surface and outside surface finished with cement base paints.
3. WINDOWS: Sliding or fixed aluminium windows for all common areas and staircase as required and painted with synthetic enamel paint and 3 mm glazing.
4. STAIRCASE: Kota stone or marble flooring with stainless steel railings.
5. ELEVATION: Combination of paints, ACP and glazing as conceptualized by Architect to give the building a elegant and modern look.
6. FLOORING: All saleable areas will be provided with vitrified flooring.
7. ELECTRICALS: Adequate electrical points, lines, wires, Mcb's, switches to be provided for all common provisions and main line(cabling only) for each unit form the main panel board to each unit. (However electrical infrastructure cost for installation of transformer, cabling from transformer and costs and incidentals related to electrical infrastructure cost, for procuring power to the building up to main panel board is directly chargeable form the developer to the prospective buyers and the owner hereby not to claim any amount or any right in regard to this.



**RECEIPT**

**RECEIVED** a sum of **Rs. ....**/- (**Rupees .....**) only from the above named Purchasers as advance amount against the full and final amount of **Rs. ....**/- (**Rupees .....**) only.

**MEMO OF CONSIDERATION**

<b>Sl.No.</b>	<b>Cheque No./DD No.</b>	<b>Date</b>	<b>Drawn on Bank &amp; Branch</b>	<b>In favour of</b>	<b>Amount (Rs,)</b>
1.					...../-
<b>TOTAL</b>					...../-

(Rupees \_\_\_\_\_) only.

**WITNESSES**

1.

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**SIGNATURE OF PROMOTER**

2.

**Drafted and prepared by me:**