

**ANNEXURE 'A'**

**[See rule 9]**

**DEMO**

**AGREEMENT FOR**

**SALE**

This Agreement for Sale ("**Agreement**") executed on this \_\_\_day of \_\_\_\_\_, 2023,

**By and Between**

**Sri Sibsankar Das, (PAN AHPPD1790A), (AADHAAR NO. 6576 9619 3305)**, son of late Kali Sadhan Das, by Religion Hindu, by Nationality Indian, by occupation Business residing at Sourav Ganguly Avenue, Debi park, Post Office-R. Gopalpur, P.S- Airport, Kolkata 700 136, District- North 24 Parganas **AND Sri Asit Baran Kundu (PAN no.AKTPK2504Q) and (Aadhar no. 8502 7663 9055)**, son of Late Manaranjan Kundu, by faith- Hindu, by Occupation-Service, by Nationality- Indian, residing at Nimta, Rabindra Pally, Post Office and Police Station-Nimta, Kolkata- 700049 hereinafter called and referred to as the "**LANDLORDS**" (which expression shall unless excluded by or repugnant to the context hereof be deemed to mean and include their respective heirs, heiresses, executors, successors, legal representatives, nominees and/or successors-in-interest) of the **FIRST PART REPRESENTED THROUGH THEIR POWER OF ATTORNEY HOLDER EVERGREEN DEVELOPER**, a PARTNERSHIP firm having its registered office at Paschim Para, Jatragachi (CT), Post Office- Ghuni, Police Station- New Town, Kolkata- 700157, North 24 Parganas represented through its **partners namely Azizul Haque ( PAN- AQJPH7233B); AADHAR no. 6919 18927257)** son of Sirajul Haque, by faith- Islam, by Nationality Indian, by occupation Business, residing at Paschim Para, Jatragachi (CT), Post Office- Ghuni, Police Station- New Town, Kolkata- 700157, North 24 Parganas and **Amar Samanta (PAN FUAPS4226K) (AADHAAR NO. 8240 7810 0480)**, son of Arabinda Samanta, by faith Hindu, by Nationality Indian, by occupation Business, residing at Lalkuthi Purbayan, R- Gopalpur, Kolkata 700 136, North 24 Parganas.

**AND**

**EVERGREEN DEVELOPER**, a PARTNERSHIP firm having its registered office at Paschim Para, Jatragachi (CT), Post Office- Ghuni, Police Station- New Town, Kolkata- 700157, North 24 Parganas represented through its **partners namely Azizul Haque ( PAN- AQJPH7233B); AADHAR no. 6919 18927257)** son of Sirajul Haque, by faith- Islam, by Nationality Indian, by occupation Business, residing at Paschim Para, Jatragachi (CT), Post Office- Ghuni, Police Station- New Town, Kolkata- 700157, North 24 Parganas and **Amar Samanta (PAN FUAPS4226K) (AADHAAR NO. 8240 7810 0480)**, son of Arabinda Samanta, by faith Hindu, by Nationality Indian, by occupation Business, residing at Lalkuthi Purbayan, R- Gopalpur, Kolkata 700 136, North 24 Parganas hereinafter referred to as the "**Developer/Attorney**" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its heirs, executors, legal representatives, nominees, successor or successors-in-interest/office) of the **OTHER PART**.

\_\_\_\_\_, hereinafter called as the “**PURCHASERS**”, (which expression shall unless excluded by or repugnant to the context hereof be deemed to mean and include his heirs, heiresses, executors, successors, legal representatives, nominees and/or successors-in-interest/office) of the **THIRD PART**.

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

**WHEREAS:**

**The Owners are the absolute and lawful owner of ALL THAT piece and parcel of land measuring an area about piece and parcel of more or less 07 Cottahs 25.8 Sq.Ft. (as per Record), but physically available area totalling to more or less 05 Cottahs 03 Chhitaks 29.27 Sq.Ft. OF Bastu land out of which ALL THAT piece and parcel of vacant Bastu land (previously Bagan) admeasuring an area of more or less 03 Cottahs 01 Chhitaks out of more or less 08 Decimals of recorded land (comprised of MORE OR LESS 04 Decimals of owned land and MORE OR LESS 04 Decimals of inherited land) equivalent to more or less 04 Cottahs 13 Chhitaks 25.8 Sq.Ft. (physically available area of land is more or less 03 Cottahs 29.27 Sq.Ft.) of Bastu land be the same a little more or less lying and situated at C.S. Dag no. 3201, R.S. and L.R. Dag no. 2180, C.S. Khatian no. 912, L.R. Khatian no. 746 now 11917 (for the portion of Sibsankar Das) and ALL THAT an area of more or less 02 Cottahs 03 Chhitaks of Bastu land being Plan plot no. ‘A’ comprised C.S. Dag no. 3201, R.S. and L.R. Dag no. 2180 under C.S. Khatian no. 912, R.S. Khatian no. 389, L.R. Khatian no. 12054 (for the portion of Asit Baran Kundu), at Mouza – Gopalpur, Touzi no. 2998, Reh. Sah. No. 140, within Additional District Sub Registrar, Bidhannagar (Salt Lake City), Holding nos. BMC 7/190 and BMC 7/184, Block-A, Sourav Ganguly Avenue (Gopalpur), Police Station - Airport, Ward no. 4 (previously Ward no. 7) within the Bidhannagar Municipal Corporation, District – North 24 Parganas, Kolkata – 700136.**

**WHEREAS** one Kali Sadhan Das, son of late Fatik Chandra Das residing at Kalipark, Police Station Airport, District 24 Parganas, and seven others were the joint owners and possessors of various plots of land including Bagan land measuring an area of more or less 01 Bigha 2 Cottah more or less comprised in C.S. Dag No. 3201 (corresponding to R.S Dag No. 2180) under C.S Khatian No. 912 lying and situated at Mouza- Gopalpur, J.L. No. 2, R.S. No. 140, Touzi No. 2998, within the jurisdiction of Airport Police Station, in the District of North 24 Parganas and others land by virtue of inheritance absolutely free from all encumbrances whatsoever.

**AND WHEREAS** where seized and possessed of the aforesaid plots of land, the said Sri Kali Sadhan Das and seven others duly partitioned the same by a registered **Deed of partition (Bengali Language “Bantannama”)** registered at the office of **Additional District Sub-Registrar, Barasat, North 24 Parganas and recorded in Book No.1, Volume No. 49, pages 143 to 152, being no. 2599 for the year 1978 on 18.10.1978** for their better enjoyment and occupation and in accordance with the said partition, the said Sri Kali Sadhan Das has entitled land of an area of more or less 01 BIGHA 02 Cottahs comprised in C.S Dag No. 3201 ( corresponding to R.S Dag No. 2180) under C.S Khatian No. 140, Touzi No. 2998 within the jurisdiction of Police Station Airport, North 24 Parganas and others land in Scheme Plot No. ‘A’ mentioned in the schedule ‘Kha’ in the said Deed of partition and had been enjoying the same peacefully, freely, absolutely and without any interruptions from any interruptions from any corners whatsoever.

**AND WHEREAS** while seized and possessed of the aforesaid PLOTS of land, the said Sri Kali Sadhan Das duly recorded the said entitled land at the time of L.R Settlement Operation being L.R Khatian No. 746 as absolute owner and possessor thereof.

**AND WHEREAS** while seized and possessed of the aforesaid plots of land, the said Sri Kali Sadhan Das died intestate leaving behind his three daughters namely Smt. Mita Jana, Smt. Rupa Pradan and Miss Dipa Das and one son namely Sibsankar das as his legal heirs and successors to his estate and they become the owners of the aforesaid plot of land equally as 1/4<sup>th</sup> share each in terms of the Hindu Succession Act, 1956.

**AND WHEREAS** since then the said Mita Jana and others were possessed of the aforesaid plots of land by virtue of inheritance from their father absolutely free from all encumbrances whatsoever and have been enjoying the same peacefully, freely, absolutely and without any interruptions from any corners whatsoever by paying usual rents and taxes to the authorities concerned.

**AND WHEREAS** by a **Deed of Gift dated 13.11.2014 registered at the office of the Additional District Sub- registrar, Bidhannagar, Salt lake city, Book No.1, C.D Volume No. 9, pages 4075 to 4090, being no. 3202 for the year 2014** Smt. Mita Jana, Smt. Rupa Pradan and Miss Dipa Das granted, transfer and assign to Sibsankar Das ALL THAT undivided 3/4<sup>th</sup> share in the land measuring an area of 03 Cottahs 01 Chittaks comprised in R.S and L.R Dag No. 2180 under C.S Khatian No. 912, L.R Khatian No. 746 ( in the name of the Kali Sadhan das) at Mouza- Gopalpur, Police Station- Airport, North 24 Parganas, Sourav Ganguly Avenue within the limits of Rajarhat- Gopalpur Municipality, Ward No. 7, in the District of North 24 Parganas.

**AND WHEREAS** Sibsankar Das after obtaining the said property duly mutated his name in the records of B.L. and L.R.O. being L.R. Khatian no. 11917.

**AND WHEREAS** Sri Sibsankar Das is thus well seized and possessed of or otherwise well and sufficiently entitled to the land measuring an area 03 Cottahs 01 Chittaks comprised in R.S and L.R Dag No. 2180 under C.S Khatian No. 912, L.R Khatian No. 746 now 11917, at Mouza- Gopalpur, Police Station- Airport, North 24 Parganas, Sourav Ganguly Avenue, Holding No. BMC 7/190, Block- A within the limits of Rajarhat- Gopalpur Municipality, in the District of North 24 Parganas.

**AND WHEREAS** the owner has approached the Developer to undertake the development of the aforesaid land to which the developer has agreed on the following terms and conditions as mentioned hereinbelow.

**AND WHEREAS** by way of **Development Agreement cum Development Power of Attorney dated 6<sup>th</sup> February, 2023, registered at the office of Additional Registrar of Assurances IV, recorded in Book No. I, Volume No. 1904-2023, Pages from 132685 to 132736, being Deed No. 190402000 for the year 2023**, the Owner appointed the Developer to construct and erect multistoried building over and in respect of **ALL THAT** undivided 3/4<sup>th</sup> share in the land measuring an area of 03 Cottahs 01 Chittaks comprised in R.S and L.R Dag No. 2180 under C.S Khatian No. 912, L.R Khatian No. 746 (in the name of the Kali Sadhan Das) at Mouza- Gopalpur,

Police Station- Airport, North 24 Parganas, Sourav Ganguly Avenue within the limits of Rajarhat-Gopalpur Municipality, Ward No. 7 (presently Ward no. 4), in the District of North 24 Parganas, hereinafter referred to as the **FIRST LAND**.

**AND**

**WHEREAS** one Kali Sadhan Das and others were well seized and possessed of or otherwise well and sufficiently entitled to the property measuring an area of more or less 01.19 Decimals comprised in C.S. Dag No. 3201 and C.S. Khatian no. 912 and an area of more or less 01.51 Decimals comprised in C.S. Dag no. 3202 under C.S. Khatian no. 920 being total area of more or less 2.37 Decimals at Mouza- Gopalpur, Police Station- Rajarhat in the District of North 24 Parganas by virtue of succession.

**AND WHEREAS** due to inconvenience in the joint possession and/or, enjoyment, and the said Kali Sadhan Das and others amicably partitioned their property by a Deed of Partition registered at the office of the Additional District Registrar, Barasat and recorded in Book no.1, Volume no.49, Pages- 143 to 152, Being no.2599 for the year 1978 and the land area measuring 22 Cottahs comprised in C.S. Dag no. 3202, R.S Dag no. 2181 under C.S. Khatian no. 920 , R.S Khatian no.389 nad Mouza- Gopalpur, Police Station- Rajarhat in the District of North 24 Parganas was allotted to Kali Sadhan Das more fully and particularly mentioned in the schedule 'kha' thereunder written.

**AND WHEREAS** the said Kali Sadhan Das divided the said land into several plots and by a Deed of Conveyance dated 23.07.1992 registered at District Registrar, Barasat and recorded in Book no.1, Volume no.75, Pages-429 to 437, Being no.5179 for the year 1992 Sri. Kali Sadhan das sold, transferred and conveyed to Asit Baran Kundu, the landlord herein the ALL THAT piece and parcel of land admeasuring an area of more or less 02 Cottah 03 Chhitaks, being a plot no. 'A' comprised C.S. Dag No. 3201, R.S. Dag no. 2180 under C.S. Khatian no. 912, R.S Khatian no. 389 at Mouza- Gopalpur, Police Station- Rajarhat in the District of North 24 Parganas.

**AND WHEREAS** Asit Baran Kundu after the said purchase duly mutated his name in the records of the B.L & L.R.O, being L.R. Khatian no. 12054, L.R. Dag no. 2180 and the records of the Rajarhat- Gopalpur municipality being Holding no. RGM7/184, Block 'A', Debipark, District-North 24 Parganas.

**AND WHEREAS** the landlord Sri. Asit Baran Kundu also converted the nature of ALL THAT piece and parcel of land measuring an area of more or less 02 Cottah 03 chhitaks, being a plot no. 'A' comprised C.S. Dag No. 3201, R.S. Dag no. 2180 under C.S. Khatian no. 912, R.S Khatian no. 389 at Mouza- Gopalpur, Police Station- Rajarhat in the District of North 24 Parganas vide Conversion Case no. 1795/BL/RAJ/15, Memo no. 3803/BL & LRO/RHT/2015 dated 15.10.2015.

**AND HWEREAS** Asit Baran Kundu thus being well seized and possessed of or otherwise well and sufficiently entitled to the land measuring an area of more or less 02 Cottah 03 chhitaks, being a plot no. 'A' comprised C.S. Dag No. 3201, R.S. Dag no. 2180 under C.S. Khatian no. 912, R.S Khatian no. 389, L.R. Khatian no. 12054 at Mouza- Gopalpur, Police Station- Rajarhat in the District of North 24 Parganas, hereinafter referred to as the **SECOND LAND**.

**AND WHEREAS** the Landlord herein approached one Developer company namely OM SAI TARA DEVELOPERS, a partnership firm having its office at Udaychal, Post Office- R. Gopalpur, P.S- Airport, Kolkata- 700136 represented by two of its partners namely Sri. Sanjib Chatterjee and Sri. Santu Dutta for the development of the said land of ALL THAT piece and parcel of land measuring an area of more or less 02 Cottah 03 chhitaks, being a plot no. 'A' comprised C.S. Dag No. 3201, R.S. Dag no. 2180 under C.S. Khatian no. 912, R.S Khatian no. 389, L.R. Khatian no. 12054 at Mouza- Gopalpur, Police Station- Rajarhat in the District of North 24 Parganas and accordingly executed and registered one **Development Agreement dated 17.07.2015 registered before the office of the Additional District Sub- Registrar, Bidhannagar (Salt Lake City) and recorded in Book no.1, Volume no.1504-2015, Pages-9230 to 9256, Being no.150401466 for the year 2015**. Subsequent to that, the landlord herein along with the said Developer firm also executed and registered one Development Power After Registration of Development Agreement dated 16.09.2015 registered before the office of the Additional District Sub- Registrar, Bidhannagar (Salt Lake City) and recorded in Book no.1, Volume no.1504-2015, Pages-9230 to 9256, Being no.150401466 for the year 2015.

**AND WHEREAS** that due to inconvenience on the part of the said Developer firm, it could not initiate the development of the said plot of land and so the Landlord herein mutually with the representatives of the Developer firm cancelled both the said Development Agreement dated 17<sup>th</sup> July, 2015 by a **Deed of Cancellation of Development Agreement dated 14.03.2023 register before the office of the Additional District Sub- Registrar, Bidhannagar (Salt Lake City) and recorded in Being no.150400560/2023 for the year 2023** and executed and registered before the same said office one **cancellation of Development Power after Registration of Development Agreement dated 14.03.2023 for the cancellation of the said Development Power After Registration of Development Agreement dated 16.09.2015 and the said Deed of Cancellation was recorded in Book no. IV, Being no. 15040023/2023 for the year of 2023**.

**AND WHEREAS** the Landlord now has approached the Developer to undertake the development of the aforesaid land to which the developer has agreed on the following terms and conditions as mentioned hereinbelow.

**AND WHEREAS** the said Asit Kundu entered into **Development Agreement cum Development Power of Attorney on 14<sup>th</sup> March, 2023**, over and in respect of land area measuring about 02 Cottah 03 chhitaks, being a plot no. 'A' comprised C.S. Dag No. 3201, R.S. Dag no. 2180 under C.S. Khatian no. 912, R.S Khatian no. 389, L.R. Khatian no. 12054 at Mouza- Gopalpur, Police Station- Rajarhat in the District of North 24 Parganas. The same was **registered at the office of Additional Registrar of Assurances IV, recorded in Book No. 1904-2023, Pages 211229 to 211279, Being Deed No. 190403838 for the year 2023**.

**AND WHEREAS** by way of **Deed of Amalgamation dated 9<sup>th</sup> June, 2023, registered at the office of Additional Registrar of Assurances IV, Being Deed No. 8538/2023 and recorded in Book no. I, Volume no. 1904-2023, Pages from – 408254 to 408273 for the year 2023,** the **FIRST LAND and SECOND LAND** have been amalgamated.

The Said Land is earmarked for the purpose of building a [*commercial/residential/any other purpose*] project, comprising **G+IV storied** multistoried apartment buildings and [*insert any other components of the Projects*]and the said project shall be known as **'ECO ALISHAN'** ("Project");

Provided that where land is earmarked for any institutional development the same shall be used for those purposes only and no commercial/residential development shall be permitted unless it is a part of the plan approved by the competent authority.

- A. 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 OWNERS regarding the said land on which Project is to be constructed have been completed;
- B. The **BIDHANNAGAR MUNICIPAL CORPORATION** has granted the commencement certificate to develop the Project vide approval dated bearing no. **OBPAS/2109/2023/0962**;
- C. The Promoter has obtained the final layout plan approvals for the Project from BIDHANNAGAR MUNICIPAL CORPORATION. The Promoter agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with section 14 of the Act and other laws as applicable;
- D. The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at \_\_\_\_\_ no. \_\_\_ on \_\_\_ under registration.
- E. The Allottee had applied for an apartment in the Project vide application no. \_\_\_\_\_ dated \_\_\_\_\_ and has been allotted apartment no. **2C (FROM THE DEVELOPER'S ALLOCATION) having carpet area OF 23.33 Square Mtr. more or less** type \_\_\_ on the 2<sup>ND</sup> floor in G+IV multi storied structure lying at ALL THAT piece and parcel of more or less 07 Cottahs 25.8 Sq.Ft. (as per Record), but physically available area totalling to **more or less 05 Cottahs 03 Chhitaks 29.27 Sq.Ft.** of Bastu land out of which ALL THAT piece and parcel of vacant Bastu land (previously Bagan) admeasuring an area of more or less 03 Cottahs 01 Chhitaks out of more or less 08 Decimals of recorded land (comprised of MORE OR LESS 04 Decimals of owned land and MORE OR LESS 04 Decimals of inherited land) equivalent to more or less 04 Cottahs 13 Chhitaks 25.8 Sq.Ft. (**physically available area of land is more or less 03 Cottahs 29.27 Sq.Ft.**) of Bastu land be the same a little more or less lying and situated at C.S. Dag no. 3201, R.S. and **L.R. Dag no. 2180**, C.S. Khatian no. 912, **L.R. Khatian no. 746 now 11917 (for the portion of Sibsankar Das)** and ALL THAT an area of more or less **02 Cottahs 03 Chhitaks of Bastu land** being Plan plot no. 'A' comprised C.S. Dag no. 3201, R.S. and **L.R. Dag no. 2180** under C.S. Khatian no. 912, R.S. Khatian no. 389, **L.R. Khatian no. 12054 (for the portion of Asit Baran Kundu)**, at **Mouza – Gopalpur, Touzi no. 2998**, Reh. Sah. No. 140, **within Additional District Sub Registrar, Bidhannagar (Salt Lake City)**, Holding nos. BMC 7/190 and BMC 7/184, Block-A, **Sourav Ganguly Avenue (Gopalpur), Police Station - Airport, Ward no. 4 (previously Ward no. 7)** within the **Bidhannagar Municipal Corporation, District – North 24 Parganas, Kolkata – 700136**. ("Building") along with one \_\_\_\_\_

Covered closed parking no. \_\_\_\_\_ admeasuring 135 square feet in the ground floor [Please insert the location of the garage/closed parking], as permissible under the applicable law and of pro rata share in the common areas ("Common Areas") as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the "Apartment" more particularly described in Schedule A and the floor plan of the apartment is annexed hereto and marked as Schedule B);

- F. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- G. \_\_\_\_\_  
[Please enter any additional disclosures/details]
- H. 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;
- I. 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;
- J. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee

hereby agrees to purchase the Flat no. 2C on the second floor of the multi-storied structure and one covered garage in the ground floor 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 Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Flat no. 2C with one covered car parking as specified in paragraph H;

The Total Price for the [Apartment/Plot] based on the carpet area is Rs. \_\_\_\_\_/- (**Rupees \_\_\_\_\_**) **ONLY including G.S.T and amenities costs** wherein the consideration of the Residential Unit is Rs. 18,00,000/- (Rupees Eighteen Lacs) only and for the independent car parking space is Rs. 5,00,000/- (Rupees Five Lacs) only including G.S.T. and Amenities charges (which have been further broken down hereinbelow) totaling to Rs. 23,00,000/- (Rupees Twenty-Three Lacs) only.

Charges for obtaining HT electricity supply from the supply agency, which is **Rs. 25,000/- (Rupees Twenty-five Thousand)**, for the **Said Apartment** payable to the **Developer** similarly the Purchasers/Allottees shall pay **Rs. 25,000/- (Rupees Twenty-Five Thousand) only** for the purpose of Generator installation along with other **amenities charges amounting to Rs. 35,000/- (Rupees Thirty-Five Thousand) only.**



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

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

[AND] [if/as applicable]

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

[OR]

Plot no. _____ Type _____	Rate of Plot per square feet

Explanation:

- (i) The Total Price above includes the booking amount paid by the allottee to the Promoter towards the [Apartment/ Plot];
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, GST, CGST, if any as per law, and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter) up to the date of handing over the possession of the [Apartment/Plot]:  
Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the allottee to the promoter shall be increased/reduced based on such change / modification;
- (iii) The Promoter shall periodically intimate to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/ notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
- (iv) The Total Price of [Apartment/Plot] includes: 1) pro rata share in the Common Areas; and 2)  
One covered car parking space garage(s)/closed parking(s) as provided in the Agreement.

The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said

notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

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

The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @0\_\_\_\_% per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/ withdrawal, once granted to an Allottee by the Promoter.

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

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

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

- (i) The Allottee shall have exclusive ownership of the [Apartment/Plot];
- (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share / interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the promoter shall convey undivided proportionate title in the common areas to the association of allottees as provided in the Act;
- (iii) That the computation of the price of the [Apartment/Plot] includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and firefighting equipment in the common areas etc. and includes cost for providing all other facilities as provided within the Project.

It is made clear by the Promoter and the Allottee agrees that the **One Self-Contained Residential UNIT NO. 2C (FROM THE DEVELOPER'S ALLOCATION), more or less admeasuring Super Built Up Area 36.60 sq.Mt. with one covered independent car-parking space admeasuring a covered area of more or less 12.5 Sq.Mt.** on the **Second Floor** having **Tiles floor** shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.

It is understood by the Allottee that all other areas and i.e. areas and facilities falling outside the Project, namely

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

The Promoter agrees to pay all outgoings before transferring the physical possession of the

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

The Allottee has paid a sum of **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only)** as booking amount being part payment towards the Total Price of the **One Self-Contained Residential UNIT NO. 2C (FROM THE DEVELOPER'S ALLOCATION), more or less admeasuring Super Built Up Area of 36.60 sq.Mt. with one covered independent car-parking space admeasuring covered area of more or less 12.5 Sq.Mt.** on the **Second Floor** at the time of application

---

the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the [Apartment/Plot] as prescribed in the Payment Plan as may be demanded by the Promoter within the time and in the manner specified therein:

Provided that if the allottee delays in payment towards any amount for which is payable, he shall be liable to pay interest at the rate specified in the Rules.

## **2. MODE OF PAYMENT**

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

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

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

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

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

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

## **5. TIME IS ESSENCE**

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

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

The Allottee has seen the specifications of the [Apartment/Plot] and accepted the Payment Plan, floor plans, layout plans [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and

provisions prescribed by the laws in

[Please insert the relevant

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

#### 7. POSSESSION OF THE APARTMENT/PLOT

**Schedule for possession of the said [Apartment/Plot]:** The Promoter agrees and understands that timely delivery of possession of **One Self-Contained Residential UNIT NO. 2C (FROM THE DEVELOPER'S ALLOCATION), more or less admeasuring Super Built Up Area of 36.60 sq.Mt. with one covered independent car-parking space admeasuring covered area of more or less 12.5 Sq.Mt.** on the **Third Floor** is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the [Apartment no. 3B with on covered car parking space] **on/BEFORE** \_\_\_\_\_.

unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the [Apartment/Plot], provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 days from that date. After refund of the money paid by the Allottee, Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

**Procedure for taking possession** – The Promoter, upon obtaining the occupancy certificate\* from the competent authority shall offer in writing the possession of the Apartment no. 3B with on covered car parking space, to the Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter shall give possession of the [Apartment/Plot] to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter/association of

allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within

30 days of receiving the occupancy certificate\* of the Project.

**Failure of Allottee to take Possession of** Apartment no. 3B with on covered car parking space: Upon receiving a written intimation from the Promoter as per clause 7.2, the Allottee shall take possession of the [Apartment/Plot] from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the [Apartment/Plot] to the allottee. In case the Allottee fails to take possession within the time provided in clause 7.2, such Allottee shall continue to be liable to pay maintenance charges as applicable.

**Possession by the Allottee** – After obtaining the occupancy certificate\* and handing over physical possession of the [Apartment/Plot] to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of the Allottees or the competent authority, as the case may be, as per the local

laws.

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

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

**Compensation –**

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



Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the [Apartment/Plot] (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the [Apartment/Plot], with interest at the rate specified in the Rules within 45 days including compensation in the manner as provided under the Act. Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the [Apartment/Plot].

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

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

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

rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;

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

## 9. EVENTS OF DEFAULTS AND CONSEQUENCES

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

- (i) Promoter fails to provide ready to move in possession of the [Apartment/Plot] to the Allottee within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects;
- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

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

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

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

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

- (i) In case the Allottee fails to make payments **for 02 consecutive demands** made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate specified in the Rules.
- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond consecutive months after notice from the Promoter in this regard, the Promoter shall cancel the allotment of the [Apartment no. 3B with on covered car parking space] in favour of the Allottee and refund the amount money paid to him by the allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

## 10. CONVEYANCE OF THE SAID APARTMENT

The Promoter, on receipt of complete amount of the Price of the [Apartment/Plot] under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the [Apartment/Plot] together with proportionate indivisible share in the Common Areas within 3 (three) months from the issuance of the occupancy certificate\*. However, in case the Allottee fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Promoter is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/ penalties imposed by the competent authority(ies).

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

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of the allottees. The cost of such maintenance has been included in the Total Price of the **One Self-Contained Residential UNIT NO. 2C (FROM THE DEVELOPER'S ALLOCATION), more or less admeasuring Super Built Up Area of 36.60 sq.mt. with one covered independent car-parking space admeasuring covered area of more or less 12.5 Sq.mt. on the 2<sup>nd</sup> Floor.**

### (SPECIFICATIONS)

- **Foundation:** -  
RCC piling only with tie-beam.  
RCC framed structure on Pile Foundation Aerated Concrete Block for both external and internal walls.
- **Brick** – ACC block/Traditional Brick. The outer wall of the building shall be 8 inches thick, inner walls shall be 3 inches thick and shared wall shall be 5 inches thick.
- **Exteriors:** -  
Cement plaster, Putty, cement-based painting over water repellent weather coating.
- **Flooring:** -  
Vitrified 2 feet x 2 feet tiles double charged in Bedrooms, living/dining and common areas (lobbies) on all floors of all the residential units.
- **Interiors:** -  
Putty (3 coats) inside flats shall be of Berger/equivalent brand. Outer and Inner plaster of the Flat shall be made by the Second Party. Coloring of the common areas together with putty, weather coat and coloring of the outer part of the building shall be undertaken by the Second Part
- **Kitchen:** -  
Anti-skid ceramic tiles on floor, Cuddapah kitchen counter, stainless steel sink with one number of taps at each and every kitchen, glazed ceramic tiles dado on the walls above kitchen counter (2 feet x 1 foot), CP fittings of reputed make, granite table top of the kitchen, upto 2.5 feet height ceramic tiles from the table top of kitchen. Kitchen shall have one chimney point, one microwave oven point, one light point and one exhaust fan point.
- **Bathroom-cum-Toilets:** -  
Anti-skid ceramic tiles (2 feet x 1 foot) on floor, glazed ceramic tiles dado on the walls upto the height of the bathroom door height, ceramic wash basins, European WC and CP fittings of reputed make. Fittings shall be of Jaquar/Essco/equivalent brand. Bathroom cum Toilet shall consist of hot and cold water line provided with CPVC pipe. Bathroom cum toilet shall have one light point, one fan point (exhaust) and one geyser point.

- **Doors:** -  
Wooden door frames, Pinewood/sun mica pasting plywood door for main entrance door and magic eye, outside finish, polish teak Veneer, Inside Paint finish, Painted wooden door frames, solid core flush shutters for all internal doors with paint finish. The external main door and inner side doors shall be of sun mica pasting plywood door/laminated solid core flush door. Lock of the main door will be of reputed brand.
- **Lift:** Automatic.
- **Windows:** - Powder coated aluminum frames.
- **Stairs and Stair-Case:** - Granite or Marble for the stairs and side railing for the Stair-Case.
- **Roof:** - Properly waterproofed.
- **Electricals of the Flat:** - Wire of Finolex/V.Guard or equivalent company for the rooms of the Flat along with one A.C. point, two charging points in each bedroom, three light points and one fan point in each room of the Flat, one charging point in the Dining cum Drawing room. The Second Party shall provide one Bed Switch point in any one of the bedrooms, One TV point in the Dining cum Drawing room, one refrigerator point in the kitchen and one washing machine point in any of the available space in the Flat.
- **Plumbing:** Plumbing Fittings of the building shall be of Supreme/Ashirbad/Joy/equivalent brand.
- **Grill :** Balcony 3 inches iron grill.
- **Flooring of the Ground floor and common areas on the ground floor shall be of Paper Block.**
- **Switch : Anchor/Legrand/V Guard/Indo Asian or equivalent.**
- **MCB Box : Legrand/V Guard/Indo Asian or equivalent.**

**(Common Expenses)**

- **Common Utilities:** All charges, costs and deposits for supply, operation and maintenance of common utilities.
- **Electricity:** All charges for the electricity consumed for the operation of the common lighting, machinery and equipment of the Said Complex, the Said Complex, the road network, STP etc.
- **Association:** Establishment and all other capital and operational expenses of the Association.

- **Litigation:** All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Portions.
- **Maintenance:** All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the Common Portions as described in Third Schedule herein respect of the Said Complex [including the exterior or interior (but not inside any Apartment) walls] and the road network, STP etc.
- **Rates and Taxes:** Municipal Tax, Land Revenue Surcharge, Water Tax and other levies for the Said Complex **save** those separately assessed on the **Purchasers/Allottees**. Common Expenses to be borne by each Co-Owner of the building for Care-taker Room and W.C
- **Staff:** The salaries of and all other expenses on the staff to be employed for the common purposes, viz. manager, caretaker, clerk, security personnel, liftmen, sweepers, plumbers, electricians, gardeners etc. including their perquisites, bonus and other emoluments and benefits.
- **Fire Fighting:** Costs of operating and maintaining the fire-fighting equipment and personnel, if any.

## **12. DEFECT LIABILITY**

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

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

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

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

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

The Promoter / maintenance agency /association of allottees shall have rights of unrestricted access of all Common Areas, garages/closed parking's and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of allottees and/or maintenance agency to enter into the Flat no. 2C 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

ECO ALISHAN, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the 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 [Flat no. 3B with one covered car parking] at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the [Apartment/Plot], or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the [Apartment/Plot] and keep the [Apartment/Plot], its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized. The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the [Apartment/Plot] or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the [Apartment/Plot]. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of allottees and/or maintenance agency appointed by association

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

**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 as provided in 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 OWNERSHIPACT**

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

## **21. BINDING EFFECT**

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

## **22. ENTIRE AGREEMENT**

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

## **23. RIGHT TO AMEND**

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

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

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

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

The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment

Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottees.

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

## 26. SEVERABILITY

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

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

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

## 28. FURTHER ASSURANCES

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

## 29. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in after the Agreement is duly executed by the Allottee and the Promoter or simultaneously 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 the concerned Registration Office.

## 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:

**Allottee name** - \_\_\_\_\_

Developer name and address - **EVERGREEN DEVELOPER**, a PARTNERSHIP firm having its registered office at Paschim Para, Jatragachi (CT), Post Office- Ghuni, Police Station- New Town, Kolkata- 700157, North 24 Parganas represented through its **partners namely Azizul Haque ( PAN-AQJPH7233B); AADHAR no. 6919 18927257)** son of Sirajul Haque, by faith- Islam, by Nationality Indian, by occupation Business, residing at Paschim Para, Jatragachi (CT), Post Office- Ghuni, Police Station- New Town, Kolkata- 700157, North 24 Parganas and **Amar Samanta (PAN FUAPS4226K) (AADHAAR NO. 8240 7810 0480)**, son of Arabinda Samanta, by faith Hindu, by Nationality Indian, by occupation Business, residing at Lalkuthi Purbayan, R- Gopalpur, Kolkata 700 136, North 24 Parganas

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. JOINTALLOTTEES**

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

### **32. GOVERNING LAW**

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

**33. DISPUTE RESOLUTION**

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

*[Please insert any other terms and conditions as per the contractual understanding between the parties, however, please ensure that such additional terms and conditions are not in derogation of or inconsistent with the terms and conditions set out above or the Act and the Rules and Regulations made thereunder.]*

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: (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**

Promoter:

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

(Authorized Signatory)

WITNESSES:

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

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

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

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

Please affix  
photograph  
and sign  
across the  
photograph

**THE FIRST SCHEDULE ABOVE REFERRED TO**

**“Said Property”**

ALL THAT piece and parcel of more or less 07 Cottahs 25.8 Sq.Ft. (as per Record), but physically available area totalling to **more or less 05 Cottahs 03 Chhitaks 29.27 Sq.Ft.** of Bastu land out of which ALL THAT piece and parcel of vacant Bastu land (previously Bagan) admeasuring an area of more or less 03 Cottahs 01 Chhitaks out of more or less 08 Decimals of recorded land (comprised of MORE OR LESS 04 Decimals of owned land and MORE OR LESS 04 Decimals of inherited land) equivalent to more or less 04 Cottahs 13 Chhitaks 25.8 Sq.Ft. (**physically available area of land is more or less 03 Cottahs 29.27 Sq.Ft.**) of Bastu land be the same a little more or less lying and situated at C.S. Dag no. 3201, R.S. and **L.R. Dag no. 2180**, C.S. Khatian no. 912, **L.R. Khatian no. 746 now 11917 (for the portion of Sibsankar Das) and ALL THAT** an area of more or less **02 Cottahs 03 Chhitaks** of Bastu land being Plan plot no. ‘A’ comprised C.S. Dag no. 3201, R.S. and **L.R. Dag no. 2180** under C.S. Khatian no. 912, R.S. Khatian no. 389, **L.R. Khatian no. 12054 (for the portion of Asit Baran Kundu)**, at **Mouza – Gopalpur, Touzi no. 2998**, Reh. Sah. No. 140, **within Additional District Sub Registrar,**

**Bidhannagar (Salt Lake City)**, Holding nos. BMC 7/190 and BMC 7/184, Block-A, **Sourav Ganguly Avenue (Gopalpur), Police Station - Airport, Ward no. 4 (previously Ward no. 7)** within the **Bidhannagar Municipal Corporation, District – North 24 Parganas, Kolkata – 700136** which is butted and bounded by :-

**On the North : 16 feet wide common passage;**  
**On the South : 12 feet wide common passage;**  
**On the East : Sourav Ganguly Avenue;**  
**On the West : Land of Mousumi Mondal.**

**THE SECOND SCHEDULE ABOVE REFERRED TO**

**Part I**

**(Said Residential Unit)**

**(Sale Agreement without possession under construction)**

**ALL THAT** one self-contained **Residential Flat** being no. **2C** on the **2<sup>nd</sup>** Floor, admeasuring land/or having Super Built Up area **of more or less 36.60 Square Meter, of the G+IV storied Building, standing thereon Together with one Independent Covered Car Parking Space measuring about 12.5 Square Meter, on the Ground Floor ( North Side),** being erected and built up on **ALL THAT** piece and parcel of land measuring an area about piece and parcel of more or less 07 Cottahs 25.8 Sq.Ft. (as per Record), but physically available area totalling to **more or less 05 Cottahs 03 Chhitaks 29.27 Sq.Ft.** OF Bastu land out of which **ALL THAT** piece and parcel of vacant Bastu land (previously Bagan) admeasuring an area of more or less 03 Cottahs 01 Chhitaks out of more or less 08 Decimals of recorded land (comprised of MORE OR LESS 04 Decimals of owned land and MORE OR LESS 04 Decimals of inherited land) equivalent to more or less 04 Cottahs 13 Chhitaks 25.8 Sq.Ft. (**physically available area of land is more or less 03 Cottahs 29.27 Sq.Ft.**) of **Bastu** land be the same a little more or less lying and situated at C.S. Dag no. 3201, R.S. and **L.R. Dag no. 2180**, C.S. Khatian no. 912, **L.R. Khatian no. 746 now 11917 (for the portion of Sibsankar Das)** and **ALL THAT** an area of more or less **02 Cottahs 03 Chhitaks** of **Bastu** land being Plan plot no. 'A' comprised C.S. Dag no. 3201, R.S. and **L.R. Dag no. 2180** under C.S. Khatian no. 912, R.S. Khatian no. 389, **L.R. Khatian no. 12054 (for the portion of Asit Baran Kundu)**, at **Mouza – Gopalpur, Touzi no. 2998**, Reh. Sah. No. 140, **within Additional District Sub Registrar, Bidhannagar (Salt Lake City)**, Holding nos. BMC 7/190 and BMC 7/184, Block-A, **Sourav Ganguly Avenue (Gopalpur), Police Station - Airport, Ward no. 4 (previously Ward no. 7)** within the **Bidhannagar Municipal Corporation, District – North 24 Parganas, Kolkata – 700136 (FROM DEVELOPER'S ALLOCATION)** to be handed over within **02 years from the date of execution of this Agreement for sale plus grace period of 06 months for Force Majuere.**

**PART II**

**(Said Apartment, And Appurtenances)**  
**[Subject Matter of this Agreement]**

The Land Share, being undivided, impartible, proportionate and variable share in the land comprised in the Said Property, as be attributable and appurtenant to the Said Apartment, and the Car Parking Space situated on **ALL THAT** piece and parcel of land measuring an area about piece and parcel of more or less 07 Cottahs 25.8 Sq.Ft. (as per Record), but physically available

area totalling to **more or less 05 Cottahs 03 Chhitaks 29.27 Sq.Ft.** OF Bastu land out of which ALL THAT piece and parcel of vacant Bastu land (previously Bagan) admeasuring an area of more or less 03 Cottahs 01 Chhitaks out of more or less 08 Decimals of recorded land (comprised of MORE OR LESS 04 Decimals of owned land and MORE OR LESS 04 Decimals of inherited land) equivalent to more or less 04 Cottahs 13 Chhitaks 25.8 Sq.Ft. (**physically available area of land is more or less 03 Cottahs 29.27 Sq.Ft.**) of **Bastu** land be the same a little more or less lying and situated at C.S. Dag no. 3201, R.S. and **L.R. Dag no. 2180**, C.S. Khatian no. 912, **L.R. Khatian no. 746 now 11917 (for the portion of Sibsankar Das)** and ALL THAT an area of more or less **02 Cottahs 03 Chhitaks** of **Bastu** land being Plan plot no. 'A' comprised C.S. Dag no. 3201, R.S. and **L.R. Dag no. 2180** under C.S. Khatian no. 912, R.S. Khatian no. 389, **L.R. Khatian no. 12054 (for the portion of Asit Baran Kundu)**, at **Mouza – Gopalpur, Touzi no. 2998**, Reh. Sah. No. 140, **within Additional District Sub Registrar, Bidhannagar (Salt Lake City)**, Holding nos. BMC 7/190 and BMC 7/184, Block-A, **Sourav Ganguly Avenue (Gopalpur), Police Station - Airport, Ward no. 4 (previously Ward no. 7)** within the **Bidhannagar Municipal Corporation, District – North 24 Parganas, Kolkata – 700136**, on the Ground Floor of G+IV, storied Building constructed on the **SAID PROPERTY** subject to the terms and conditions of this Agreement.

The Share in Common Portions, being undivided, impartible, proportionate and variable share and/or interest in the Common Portions described in the **3<sup>rd</sup> Schedule** below, as be attributable and appurtenant to the Said Apartment, subject to the terms and conditions of this Agreement.

#### **FOURTH SCHEDULE** **(Common Portions & Facilities)**

Under Ground Water Tank: As per specification one number of underground water tank to be provided.

Overhead water tank: One sufficient capable overhead water tank will be provided with supply of water line to all flat and common space with one electric motor with pump for lifting of water from underground reservoir to overhead tank.

Pump Room: Water Motor Pump to be cover with iron grill gate for safety.

Power supply and Meter space – Adequate power supply to be arranged and Meter space duly covered to be provided.

CCTV;

WIFI;

Security Guard;

CCTV Mobile Access;

Guest Waiting Zone;

**Automatic Lift;**

Electric Main Cable Connection;

Power Backup;

24 Hours Water Supply;

Two/Four Wheeler Parking;

Iron Filter;

Roof Seating Zone.

**ELECTRIC LINE AND FITTING IN COMMON SPACE:**

Adequate electric line/points to be provided at all common areas, amenities and facilities, like stairs, pump room, common bathroom (if any), lift machine room common passage, roof etc.

**SCHEDULE 'B' – FLOOR PLAN OF THE APARTMENT**

**(Schedule of Payments)**

10% of the balance consideration on or before Execution of Agreement for Sale.

15% of the balance consideration on or before Foundation.

15% of the balance consideration on or before Ground floor roof casting.

10% of the balance consideration on or before First floor roof casting.

10% of the balance consideration on or before Second floor roof casting.

10% of the balance consideration on or before Third floor roof casting.

10% of the balance consideration on or before Fourth floor roof casting.

5% of the balance consideration on or before Brick works

5% of the balance consideration on or before flooring and plaster of Paris.

Balance amount to be paid before Registration or handing over Possession of the Said **Apartment with car parking** whichever is earlier.

The Payment should be made along with G.S.T as applicable.

The parties hereby execute and registration of this **Agreement for Sale** in respect of the said **Unit/Flat and car parking without possession**.

---