

Agreement for Sale

This Agreement for Sale is made on this the.....day of
... 2024(Two Thousand Twenty Four).

BETWEEN

ALI AND KURMI CONSTRUCTION, (PAN-ABUFA2985M)a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at 5B, Bondel Road, P.S.-Karya, Kolkata-700019, represented by their authorized partners partners 1. SUBRATA KURMI, son of Niranjan Kurmi, PAN-AOIPK0932M, Aadhaar No.5755 4353 1171, Mob 7003939263, by caste-Hindu, by occupation-Business, residing at 5B, Bondel Road, P.S.Karaya, Kolkata-700019, 2.MR.AHMAD ALI son of Mahboob Ali Siddique, PAN-BFGPA3170M, Aadhaar No.5467 9884 545, Mob-7980521462 by caste-Muslim, by occupation-Business residing at 43/3 Old Ballygaunge 1st Lane, P.S.Karya, Kolkata-700019,authorized by partnership agreement dated....., hereinafter referred to as the **"Promoter"**(which terms or expression shall unless excluded by or repugnant to the context shall always means and include her heirs, executors, administrators, legal representatives and assigns) of the

FIRST PART**AND**

DR.MAYA GHOSE@ MAYA RANI GHOSE daughter of Late.Nirod Kumar Ghose, PAN-ADVPG0021B, Adhaar No.2917 9081 9374, By faith-Hindu, By Occupation-Doctor, Residing at 20C, Broad Street, P.S.Karaya, Kolkata-700019, hereinafter called and referred to as the **OWNER/VENDOR**(which terms or expression shall unless excluded by or repugnant to the context shall always means and include her heirs, executors, administrators, legal representatives and assigns) of the

SECOND PART.**AND**

_____ S/O _____
 By Faith-_____, By Occupation-_____, Aged about-_____ years, Residing at
 _____, (which terms or expression
 shall unless excluded by or repugnant to the context shall always means and include
 her heirs, executors, administrators, legal representatives and assigns) of the
“Allottee.

WHEREAS

A. **DR.MAYA GHOSE@ MAYA RANI GHOSE** daughter of Late.Nirod Kumar Ghose, PAN-ADVPG0021B, Adhaar No.2917 9081 9374, By faith-Hindu, By Occupation-Doctor, Residing at 20C, Broad Street, P.S.Karaya, Kolkata-700019, hereinafter called and referred to as the **“OWNER”** is the absolute owner of the land measuring about 3 cottahs 5 chittaks 8 Sq.ft more or less along with a small dilapidated tin shed structure measuring about 100 sq.ft more or less situated in the District of 24 Paragans South, P.S.Karaya , A.D.S.R. Sealdah holding No.68 thereafter 215/299 A and the said premises now known and renowned as Premises No.11A, Broad Street, P.S.Karaya, Kolkata-700019, K.M.C Ward No.65 and the first party acquired the said land by a registered Deed of Sale which was registered in the office of A.D.S.R. Sealdah recorded in the Book No.I, Volume No.-47, at Pages No.359-372 as Deed No.1554 for the year 2001. The Owner and the Promoter have entered into a development agreement dated..... Registered at the Office of the Registrar at DSR-..... at Alipore in Book No..... Volume No..... Pages from.....to..... bearing No.....of the year 2022.

B. The said land is earmarked for the purpose of building a residential project, comprising G+IV multistoried apartment buildings and the Second party is the owner of the land admeasuring about more or less 3 cottahs 8 chittaks 0sq.ft along with a tin shed dilapidated structure measuring about more or less 300Sq.ft situated in the District of south 24 Paraganas, P.S.-Karaya, A.D.S.R.Sealdah and the said premises known as Old premises No.9 and now the said premises renowned as Premises No.9B, Broad Street, Kolkatat-700019, KMC Ward No.65 and the first party acquired the said land with the structure by a registered Deed of Sale which was registered in the Office of ADSR Sealdah

recorded as Book No.-I, Volume No.-26, Pages 317-328 as Deed No.753 for the year 2002.AND WHEREAS by the aforesaid two deeds the first party became the owner of the land measuring about 6 cottahs 13 chittaks 8 Sq.ft more or less with brick built tin shed structure more or less 400Sq.ft and upon the said land and one club forcefully occupied a portion of a land measuring about more or less 1 cottah 3 chittaks and after gifting the said portion to the club the remaining portion for the boundary declaration by the KMC the first party is now the owner of land measuring about more or less 5 Cottahs 10 Chittaks 13Sq.ft.AND WHEREAS the first party owner mutated her name before the KMC and also amalgamated the said two property measuring about more or less 5 cottahs 10 chittaks 13sq.ft and the said property known as 9B UStad Bade Golam Ali Khan Sarani, Kolkata-700019, Assessee No.-110650800114 under KMC Ward No-65 and the Owner possessing the said property up till now as an absolute Owner duly mutated her name, and also paying rents and taxes etc.AND WHEREAS the first party owner for construction of a multistoried building for residential purpose applied before the KMC and obtained a building sanction plan vide no-2019070036 dated 10.06.2019.AND WHEREAS after obtained the building sanction plan form KMC authority in the name of the first party owner, she intend to raise a multistoried building on her aforesaid land but she is unable to construct the said building due to non experience of construction and also financial distress the first party owner in search of an experienced and financially sound developer/builder for construction of a multistoried building and wants to execute a development agreement.AND WHEREAS after came to know such desires of the owner the developer/builder herein has/have approached the owner/first party herein for development and or construction of a multistoried building upon the said premises as per sanction plan mentioned above which is morefully and particularly described in the schedule hereunder written and the owner/first party has agreed to do the same and the first party of the first part executed a Development Agreement with General Power of Attorney in favour of the Second party of the second part and the said Development Agreement with the General Power of Attorney was registered in the Office of DSR-IV, South 24 Paragans, Alipore recorded as Book No.-I, Volume No.-1604-2022, Pages from 116051 to 116103 Being no.160402859 for the year 2022.AND WHEREAS the developer/second party

are starting for construction of a G+IV storied building and the developer intends to sell of a flat in the developer's allocation in the 2nd floor measuring about more or less 1015 Sq.ft Super built up area approximately flat No.2A, including one open car parking space parking No.7 @ Rs...../- per sq.ft at a total consideration of Rs 95,00,000/-Only (rupees ninety five lakhs only) and the purchaser after knowing the same agreed to purchase the aforesaid flat together with car parking space which is morefully described in the schedule below at a total consideration of money of Rs 95,00,000/-Only (rupees ninety five lakhs only) and for avoiding any future complication the parties made this agreement.**AND WHEREAS** that Second Party/Developer agreed to sell the said flat at 2nd floor measuring about 1015 Sq.ft(super built up area) including one open parking space at the Ground Floor mentioned in RED COLOUR and the Third Part agreed to purchase the said property and will pay earnest money amounting to Rs 9,50,000(Rupees nine lakh fifty thousand only) during the time of sale agreement out of total consideration of Rs 95,00,000/-Only (rupees ninety five lakhs only) and the rest amount of Rs 85,50,000/-(Eighty Five Lakhs Fifty Thousand Only) will be paid at the time of registration of the said Deed of conveyance for the said property mentioned in the schedule below. **AND WHEREAS** that being approached by the Purchaser herein the Vendor has agreed to sell the said scheduled flat at Premises No as 9B UStad Bade Golam Ali Khan Sarani, Kolkata-700019, Assessee No.-110650800114 under KMC Ward No-65 measuring about 1015 Sq.ft (shown in Red border schedule) 2nd floor (flat No.2A) super built up area along with a open garage in the ground floor of the said proposed building together with all easement right into over and underneath and to the ingress and egress to and from the internal road butted and bounded called known numbered and distinguished more fully described and delineated in the Map or Plan annexed hereto and separately shown under bordered RED described in the scheduled property described below more fully described in the **Schedule** hereunder written at and for the total consideration of Rs 95,00,000/-Only (rupees ninety five lakhs only), out of this consideration amount presently the Vendor has received as earnest money the sum of **Rs 9,50,000/- (Rupees Nine Lakhs Fifty Thousand only)**out ofRs 95,00,000/-Only (rupees ninety five lakhs only) at the time of signing of the Sale agreement of the scheduled property to the

intending purchaser as mentioned earlier. That the **remaining balance of Rs 85,50,000/-(Rupees Eighty Five Lakhs Fifty Thousand Only)** will be paid in installments as per the schedule upto the time of registration of Deed of Conveyance free from all encumbrances on the terms and conditions mentioned herein below.**AND WHEREAS** The vendor made representations, warranties and declares that:**AND WHEREAS** Since acquiring the right title interest in the said land and property the Vendor is in physical possession of the same and is paying rent revenue and taxes to the Government Authority regularly without any default.**AND WHEREAS** The Vendor has not received any notice from any authority for acquisition or requisition and declare that the said property is not affected by any scheme or notice of acquisition or requisition of Government or any other statutory body.**AND WHEREAS** Save as mentioned hereinabove and since acquiring the right title interest of the said property the Vendor has not at any time done or executed or knowingly suffered or been made parties or done to any act, deed, matter or thing whereby the said property can or may be impeached encumbered or affected in title.**AND WHEREAS** The Vendor has now good right, full power, absolute authority and indefeasible title to grant, sell, convey, transfer, assign and assure all and singular the said property.**AND WHEREAS** the said property is now free from all claims, demands, encumbrances mortgages, charges, liens, attachments, lispendens, usages debutters, trusts, prohibitions, Income Tax attachments financial institution charges and liabilities whatsoever or howsoever made or suffered by the vendor or any person or persons having or lawfully rightfully or equitably claiming any estate or interest therein through under or in trust for the vendor or the vendor's predecessor in title further the said property is not affected by or subject to any personal for securing any financial accommodation.**AND WHEREAS** relying on the aforesaid representation and believing on the vendor, the purchaser offered to purchase and acquire the said flat (Flat-2A) the total consideration of Rs 95,00,000/-Only (rupees ninety five lakhs only) free from all encumbrances and in free simple and in full vacant possession.**AND WHEREAS** Pursuant to the aforesaid Agreement for Sale the Purchaser herein on the representation made by the Vendor and upon taking inspection of all relevant documents including plan or map approached the Vendor for execution and registration of Deed of Conveyance of the scheduled property which is more

particularly described in the schedule hereunder written at/or for a total consideration of as mentioned below the total consideration of Rs 95,00,000/- Only (rupees ninety five lakhs only) subject to the terms and conditions hereinafter appearing free from all encumbrances.

- C. 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 to be constructed have been completed.
- D. The Kolkata Municipal Corporation has granted the commencement certificate to develop the Project vide approval date bearing no.....
- E. The Promoter has obtained the final lay out plan approvals for the project from KMC. 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.
- F. The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at.....No.....
- G. The Allottee had applied for an apartment in the project vide application no.....having carpet area of.....on....floor along with garage no.....admeasuring about.....Sq.ft in the As permissible under the applicable law and of 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 the ScheduleA and the floor plan of the apartment is annexed hereto and larked as Schdule B.
- H. The parties have gone through all the terms and conditions set out in this Agreement and understood the mutual right and obligations details herein.
- I. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws rules and regulations notifications etc applicable to the Project.
- J. The Parties relying on the confirmation representation and assurance of each other to faithfully abide by all the terms conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.
- K. In accordance with the terms and conditions set out in this Agreement as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment and the garage 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 [Apartment/Plot] as specified in paragraph H;

The Total Price for the [Apartment/Plot] based on the carpet area is Rs. _____ (Rupees _____ Only ("Total Price") (Give break up and description):

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

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

[AND] [if/as applicable]

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

[OR]

Plot no. Type	Rate of Plot per square feet

Explanation:

- (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) prorata share in the Common Areas; and 2) _____
Garage (s)/closed parking(s) as provided in the Agreement.

The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable

to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

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

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

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

[Applicable in case of an apartment] The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the building is complete and the occupancy certificate* is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand that from the Allottee as per the next miles tone 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 [Apartment/Plot] along with

garage/closed parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the

purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.

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

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

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

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

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 after online payment (as applicable) in favour ofpayable 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 there under or any statutory amendments modifications made thereo 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 Roreign 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 for here 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 heads 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 this payments in any manner.

5. TIMES 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 hand over the Apartment 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 installments 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 specification of the Apartment and accepted the Payment Plan, floor plans, layout plans {annexed along with this Agreement } which has been approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the.....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 : The Promoter agrees and understand 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 on.....

Unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting 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, provide 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 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 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 of taking possession: The Promoter, upon obtaining the occupancy certificate from 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 months 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 agrees to pay them maintenance charges as determined by the Promoter/association of allottees, as the case may be. The Promoter on its behalf shall offer the possession on to the allottee in writing withindays of receiving the occupancy certificate of the project.

Failure of Allottee to take possession of [Apartment]: 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, undertaking and such other documentation as prescribed in this agreement and the Promoter shall give possession of the Apartment 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 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 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 applic 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 projects being developed 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 Force Majeure event, if the promoter fails to complete or is unable to give

possession of the Apartment (i) in accordance with the terms of this Agreement duly completed by the date specified herein (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, with interest at the rate specified in the Rules within 45 days including compensation in the manner provided in 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 the possession of the Apartment.

8. REPRESENTATION AND WARRANTIES OF THE PROMOTER

The Promoter hereby represents and warrants of 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 the development upon the said land and absolute actual physical and legal possession of the said land for the Project.
- (ii). The Promoter has lawful right and requisite approvals from the competent Authorities to carry out the development of the Project.
- (iii). There are no encumbrances upon the said land or the project.
- (iv). There is no litigation pending before any court of law with respect to the said land, Project or apartment.
- (v). All approvals, licenses and permits issued by the competent authorities with respect to the project, said land (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 and common areas.
- (vi). The Promoter has the right to enter 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 which will in any manner affecting 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 to the Allottee in the manner contemplated in this Agreement.
- (ix). The Promoter confirms that the Promoter shall handover lawful vacant peaceful physical possession of the Apartment to the Allottee and the common areas to the Associate 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 minor has right title interest 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 premium damages and/or penalties and other goings whatsoever payable with respect to the said project to the competent authorities.

(xii). 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 conditions of Default, in the following events:

(i). Promoter fails to provide ready to move in possession of the Apartment 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 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 regulation made there under. In case of Default of the Promoter under the conditions listed above Allottee is entitled to the following:

(a) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making the 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

(b) 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 rates specified in the Rules within forty-five days of receiving the intimation notice.

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

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 payment for cosnequitive demand made by the Promoter as per the payment plan annexed hereto, despite having been issued notice in that regard the allottees shall be liable to pay interest to the promoter on the unpaid amount at the rates specified in the rules.

(ii). In case of default by Allottee under the condition listed above continues for a period beyond consiquitive months after notice from the promoter in this regard the promoter shall cancel the allotment of the apartment in faour 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 there upon stand terminated.

10. CONVEYANCE OF THE SAUD APARTMENT

The Promoter on receipt of complete amount of the price of the apartment under the agreement from the allottee shall execute a conveyance deed and convey the title of the apartment together with proportionate indivisible share in the common areas within 3 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 withhold the 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. MAINTANANCE OF THE SAID BUILDING /APARTMENT/PROJECT

The promoter shall be responsible to provide and maintain essential services in the project by the association and the allottees. The cost of such maintenance has been included in the total price of the apartment.

12. DEFECTIBILITY

It is agreed that in case any structural defect or any other defect in workmanship quality or provision of service 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 years by the allottee from the date of handing over possession, it shall be the duty of the promoter to rectify the defects without further charge, within 30 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. RIGHTS OF ALLOTTEES TO USE COMMON AREAS AND FACILITIES
SUBJECT TO PAYMENT OF TOTAL MAINTANACE CHARGES.**

The Allottee hereby agrees to purchase the apartment on the specific understanding that his/her right to the use of common areas shall be subject to timely payment of total maintenance charges as determined and thereafter billed by the maintenance agency appointed or the association of allottees (or the maintenance agency appointed by it) and performance by the allottee of all his/her obligation 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 right of unrestricted access of all common areas garages closed parking and parkings. 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 to otherwise, with a view to set right any defect.

15. USSAGE

Use of basement and service areas: The basement and service areas if any as located with in the(project name) shall bear marked for purpose such as parking space and services including but not limited to eclectics sub-station transformer DG set rooms underground water tank pump rooms maintenance and service rooms firefighting pumps and equipment etc and other permitted uses as we sanctioned plans. The allottee shall not be permitted to use the services areas and the basement in any manner whatsoever, other than those earmarked as parking spaces and the same shall be served 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 or to the building or the apartment or the staircase 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 male additions to the apartment and keep the apartment its walls and partitions sewer drains pipe and appurtenances thereto or belonging thereto or belonging thereto in good and tenantable repair and maintain the same un a fit and proper condition and ensure that the support shelter etc of the building is to in any way damaged or jeopardized. The Allottee further undertake assures and guarantees that he/she would not put any signboard or nameplate neon light publicity material or advertisement material etc on the face or façade 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 f the windows or carry out any change in the exterior elevation or design. Further the allottee shall not store any hazadious or combustible goods in the apartment or place any heavy materials in the common passage or staircase of the building. The allottee shall not remove any wall, including the outer and load bearing wall of the apartment. 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 andor maintenance agency appointed by association of allottees. The Allottee shall be responsible for any loss or damage arising out of breach of any of the aforesaid conditions.

17. COMPLIANCE OF LAW NOTIFICATIONS ETC BY ALLOTTEE

The allottee us entering this agreement for the allotment of a apartment with the full knowledge of all laws rules and regulations applicable to the project in general and this project in particular. That the allottee hereby undertake 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 all the requirements requisitions demands and repairs which are required by any competent

authority in respect of the apartment at his/her cost.

18. ADDITIONAL CONSTRUCTIONS

The promoter undertakes that it has no right to make additions or to put additional structures anywhere in the project after the building plan has been approved by the competent authorities 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 and if any such mortgage or charge is made or created then notwithstanding anything contained in any 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.

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 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 there with 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 here of 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 here to 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 maybe, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

Wherever in this Agreement it is stipulated that the Allottee 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 _____.

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

_____ (Allotte

e Address) M/s _____

_____ Promot

er 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 there of and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the Adjudicating Officer appointed under the Act.

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

34. To be Read with point no. 1 :

That the purchasers have inspected all the documents, deeds, sanctioned building plan and Agreement for Development and power of attorney herein before referred in respect of the building being constructed on the said property and agree to enter into this agreement for sale of the said proposed flat along with one open car parking area in the ground floor of the said building together with proportionate share in land on good faith.

1. That the Developer the party of the Second Part agrees to sale and transfer or cause to be sold and transferred in favour of the Purchasers and the Purchasers hereby agrees to purchase the said ready flat on the 2nd floor Flat No.2A as duly alienated in red with detailed dimensions in the sanctioned floor plan annexed hereto, having a super built up area of 1015 sq.ft approx more or less calculated on the floor area shown in the annexed sanctioned plan and accepted by the Purchasers and a demarcated open car parking space measuring about 135Sq.ft approx more or less, marked as "A" on the ground floor with the undivided share or interest in the said land which are free from all encumbrances, charges, liens, lispendences, attachments, liabilities whatsoever and fully described in the Second schedule hereunder written for the consolidated price of Rs 95,00,000/-Only

(rupees ninety five lakhs only) For the said flat and for said demarcated open car parking space.

2. The Purchaser shall not have any right title, interest, claim or demand whatsoever or howsoever over any other portions of the said building save and except the flat and open car parking space and the common areas agreed to be sold and specified in the Second Schedule immediate after execution of the Agreement the Purchaser shall have full right to investigate the title of the property through advocate and also inspect all the Original documents relating to this property as the Purchaser are purchasing the said flat and open car parking space as mentioned in the second schedule below by taking necessary loan from the concerned bank and also they shall collect the necessary fund from the sale proceeds of their property to be transferred to the third party within the same area and the Developer herein is well aware of it.

3. The Purchaser shall have equal rights of user on the top floor roof, stair case roof and also lift area and lift machine room roof of the building along with Developer and other co-owners of the flats in the proposed building.

4. The Purchaser cannot sell, transfer, mortgage, assign or in any way alienate or encumber the benefits of the agreement with the intimation in writing to the Developer before making payment of full sale proceeds save and except to create equitable mortgage to avail housing loan for the said flat and the said demarcated car parking space from any bank.

5. That on or before this day the Purchaser will pay a sum of Rs9,50,000/- only to the Developer as advance money and balance of the purchase money shall be 8 paid in the manner specified in the Third Schedule below.

6. The Purchaser shall make all payments directly to the Developer against acknowledgement receipt strictly as per the SCHEDULE hereunder written.

7. If the Purchaser fails to make payments of any installments on the stipulated date/s or within 15 days of service of notice for payment, the Purchaser shall pay interest at the rate of 18% per annum or 1.5% per month or part thereof on all sums of money becoming due. And if such default continues for a period of another 30 days then the Developer shall have lawful right to rescind this agreement without any further notice to the Purchaser as this agreement serves sufficient notice in advance and after such cancellation the Developer shall have full right and authority to sell the said flat and said demarcated car parking space to any other person without any reference to the Purchaser only after refunding the paid up money without any interest after deduction of 5% thereof towards liquidated damage to the Purchaser within 45 days of cancellation of this Agreement of written letter to the Developer.

8. Nothing contained herein shall be construed as, demise or transfer by the Developer in favour of the Purchaser nor this Agreement shall be construed to be a transaction in the nature of part performance within the meaning of Sec 53A of Transfer of Property Act and such demise or transfer shall take effect only on full and final payment of total consideration agreed to be paid by the Purchaser to the Developer as specified in the Third Schedule.

9. The Developer shall construct the said building as per sanctioned plan or revised sanctioned plan no.2015080009 dated 22.04.2015 or 16.06.2015 of Kolkata Municipal corporation and the annexed specification and shall provide elevator for common use. The building as a whole and the said flat has been completed by the Developer as per specification and standard materials and the architect of the building shall ascertain and determine the quality and specification of the material. The Developer shall hand over ready to possession flat.

10.A). The Purchaser shall pay all the legal charges and statutory dues for the purpose of registration of the said flat and the car parking space. B). The Purchaser shall have to pay maintenance of the building and proportionate taxes and common electric bill and etc any other expenses from the date of possession.

11. So long as the said flat or other flats in the said building are not separately assessed for the purpose of Municipal taxes, maintenance charges and water

charges and Purchasers shall pay proportionate share or water taxes, maintenance charges and Municipal Taxes and other taxes assessed and the cost of consumption on electricity after becoming absolutely entitled to the same. Such proportion shall be determined by the Developer on the basis of the area of such said flat and said car parking space. All charges and taxes are payable by the Purchaser only from the date of possession.

12. The Purchaser shall have no claim in any other part or portion of the building save and except the said flat and the earmarked car parking space and the common rights on the common areas hereby agreed to be acquired by the 9 Purchaser together with common rights attributable thereto referred to in the Fourth Schedule herein.

13. The Purchaser shall not store in the said residential flats or elsewhere in the building any hazards or combustible or objectionable nature of articles or thing or which area too heavy to effect the construction of the said building.

14. The Purchaser shall not decorate the exterior of the said building otherwise than in a manner agreed by the Developer or in a manner as near as may be in which it has previously decorated.

15. The Purchaser shall use the said residential flat for the purpose of residence and for no other purpose whatsoever.

16. The Purchaser shall pay to the Developer for installation of his individual Electric Meter. Security deposits, service charges and miscellaneous charges to the CESC Ltd.

17. The Purchaser shall not deposit or be permitted to deposit any rubbish goods, article in the staircase, roofs or in any common parts of the said building.

18. The Purchaser shall not break or remove any walls of the flat and shall not open any new windows or door and shall not carry out or permit to be carried out any alteration or change any pipes, conduits, cables, and other fixtures and fittings serving the said building of the said flat.

19. The purchaser shall have the right over the all roofs of the top floor of the said building and shall have right of access for inspection and repair of overhead water tank, stair and lift machine room etc. on prior permission of the Developer.

20. The Purchaser shall be a member of the Association or organization of the Vendors/Owners to be formed after completion of sale of all the flats and other spaces and shall abide by the rules and regulations of the said Association and shall pay proportionate cost and maintenance charges to the said association.

21. That after payment of full consideration money and other charges, the Developer shall deliver the possession of the said flat and said demarcated car parking space and shall execute and register Deed of Conveyance in four of the Purchaser through the Purchaser's Advocate. The purchaser must be submit the draft Deed of Conveyance to the Developer before 15 days from the Deed of Conveyance execution date.

22. The Developer is hereby legally bound to transfer the said flat and said demarcated car parking space along with undivided proportionate share/interest in the said land completely and absolutely to the purchaser on fulfillment of all the obligations and the failure on the part of the Developer to fulfill his obligations the Purchaser will be at liberty to enforce Specific Performance of Agreement by instituting legal proceedings or at his opinion may sue for recovery of proposed price with interest and cost.

23. The Purchaser's Advocate shall prepare the draft Deed of Conveyance and shall send the said draft to the Developer for approval and after the said draft is approved, the purchaser will finalize the Deed of Conveyance for registration. The purchaser shall pay the cost of stamp duty, registration fees and other incidental expenses and legal charges, all statutory dues etc. 10

24. After receiving the possession of the said flat together with the demarcated car parking space or after the registration of the Deed of Conveyance, the purchaser

shall get their names mutated at their own cost and expenses in the office of the Kolkata Municipal Corporation.

25. Any notice required to be given by the Developer shall without prejudice to any other mode of service be deemed to have been served on the purchaser if delivered by hand or sent by pre-paid registered post to the Purchasers at the recorded address and shall likewise be deemed to have been served on the developer by the Purchaser if delivered by hand or sent by pre-paid registered post to the purchaser at the recorded address.

26. This agreement contained entire agreement of the parties and no oral representation or statement shall be considered binding and valid on the parties nor shall any provision of this agreement shall be terminated or waived without written consent of both the parties. The Purchaser acknowledge upon signing this agreement that no agreement, conditions, stipulations, representation, guarantees or warranties have been made by the Developer in respect of the said flat or its agents other than what is specifically mentioned herein.

27. It is distinctly and explicitly understood and confirmed that the owners of the car parking spaces marked as "A" and "B" shall at all times mutually co-operate between themselves to avoid any inconvenience to either of them during ingress and egress

THE FIRST SCHEDULE ABOVE REFERRED TO

(Description of the entire land)

ALL THAT piece and parcel of land more or less measuring about 6 cottaks 13chittaks 8 Sq.ft now physically measured more or less 5 cottaks 10 chittaks 13sq.ft together with brick built tin shed structure measuring about more or less 400sq.ft at premises No. 9B Ustad Bade Golam Ali Khan Sarani, P.s.Karaya, Kolkata-700019 KMC Ward No.-65, Assessee No-1106 5080 0114

which is butted and bounded by:

ON THE NORTH: Premises No.11,Ustad Bade Golamali Khan Sarani

ON THE SOUTH: Premises No.9A,Ustad Bade Golamali Khan Sarani

ON THE EAST : 11.80M wide Ustad Bade Golamali Khan Sarani

ON THE WEST: KMC road Premises No.11/3B,Ustad Bade Golamali Khan Sarani.

THE SECOND SCHEDULE "B" ABOVE REFERRED TO

(Owner's Allocation)

The land owner/first party herein will get 55% of the built up area of the total FAR of the said proposed G+4 storied building which will be constructed upon the area measuring about more or less 5 cottahs 10 chittaks 13 sq.ft which is mentioned in the first schedule of this Agreement and the 55% ratio of the owner's allocation will be provided on the entire first floor and third floor each having more or less 2052 sq.ft and four garages (three covered and one open) out of the eight garages(six covered and two open) each having measuring about more or less 142.46Sq.ft in the ground floor along with undivided proportionate share of land, together with all other facilities and amenities of the said premises no.9B Ustad Bade Golam Khan Sarani P.s.Karaya, Kolkata-700019.

THE THIRD SCHEDULE ABOVE REFERED TO

(Developer's/Builder's Allocation)

DEVELOPER'S ALLOCATION shall mean remaining 45% of the total FAR of the proposed G+IV storied building (save and except the owner's allocation) and the developer will get the entire second floor each having more or less 1961.23 sq.ft of the said proposed G+IV storied building together with four garages(three covered and one open) in the ground floor measuring more or less 142.46 Sq.ft. each of the remaining 45% of the built up area along with undivided proportionate share of land, together with all common facilities and amenities of the said KMC Premises No.9B, Ustad Bade Golam Khan Sarani, P.s.Karaya, Kolkata-700019. Be it mention here developer's excess allocation area 451 sq.ft out of the schedule ratio 45% of this agreement for which the developer's shall/will pay the amount on the excess built-up or super built-up area to the owner.

SCHEDULE OF PROPOSED FLAT

ALL THAT piece an parcel of a flat measuring about said ready flat on the 2nd floor Flat No.2A as duly alienated in red with detailed dimensions in the sanctioned floor plan annexed hereto, having a super built up area of 1015 sq.ft (shown in red border in plan)approx more or less calculated on the floor area shown in the annexed sanctioned plan and accepted by the Purchasers and a demarcated open car parking space measuring about 135Sq.ft approx more or

less, marked as "A" on the ground floor Garage No.7 (shown in red border in plan)with the undivided share or interest in the said land which are free from all encumbrances, charges, liens, lispences, attachments, liabilities at Premises No.9B, Ustad Bade Golam Khan Sarani, P.s.Karaya, Kolkata-700019.

Schedule - "C"
SCHEDULE OF PAYMENT

SL.No.	Particulars	Amount/(Rs)+GST.
1.	Application Money	10% of the total consideration of Apartment +GST
2.	On the execution of the Agreement for Sale	10% of the total consideration of Apartment(after adjusting application money) +GST
3.	Payable within 7(seven) days from the date of completion of foundation work.	10% of the total consideration of Apartment+GST
4.	Payable within 7(seven) days from the date of completion of casting of the first floor.	10% of the total consideration of Apartment+GST
5.	Payable within 7(seven) days from the date of completion of casting of second floor.	10% of the total consideration of Apartment+GST
6.	Payable within 7(seven) days from the date of completion of casting of the third floor.	10% of the total consideration of Apartment+GST
7.	Payable within 7(seven) days from the date of completion of casting of the fourth floor and munty roof casting.	10% of the total consideration of Apartment+GST.
8.	Payable within 7(seven) days from the date of completion of the brick work of the first floor.	5% of the total consideration of Apartment+GST

9.	Payable within 7(seven) days from the date of completion of the brick work of the second floor.	5% of the total consideration of Apartment+GST
10.	Payable within 7(seven) days from the date of completion of the brick work of the third floor.	5% of the total consideration of Apartment+GST
11.	Payable within 7(seven) days from the date of completion of the brick work of the fourth floor.	5% of the total consideration of Apartment+GST
12.	Payable within 7(seven) days from the date of completion of the flooring work.	5% of the total consideration of Apartment+GST
13.	Payable within 7(seven) days from the date of completion of the electrical work.	5% of the total consideration of Apartment+GST
14.	Payable on offer of possession or at the time of execution and registration of the said apartment and garage, whichever is earlier.	10% of the total consideration of Apartment+GST

The entire payment should be made within..... or handover the possession from the date of execution of this Agreement or within the grace period mentioned hereinabove.

THE FOURTH SCHEDULE ABOVE REFERRED

**TECHNICAL SPECIFICATION OF CONSTRUCTION OF THE BUILDING
(SPECIFICATION OF THE CONSTRUCTION)**

a). foundation and plinth including piles, pipe cap and beans: as per approved drawing and specification.

- b). RCC frame structure: as per approved drawing and specification.
- c). Brick work (Exterior or interior) 250mm/200mm(6:1), 125/75mm(4:1) and as per approved drawing and design.
- d). Plastering work: 20mm/15mm/10mm thick(4:1).
- e). Wooden frame work: siliguri/malayasinsal(100mm X 6mm).
- f). Door shutter: all doors made of 35mm thick deluxe decorated flush door with teak veencaved on both side with collapsible gate at entrance door, PVC door(best quality), SYNTEX made or any other superior brand in toilet fitted with Mouji brand, hinges aluminum tower bolt(300mm) long aluminum hasp bolt, D handle, door stopper and six liver Godrej night lock and magic eye.
- g). Window aluminum window with 4mm glass(openable).
- h). Window grill as per approve design.
- i). Stair case railing (approve design) with wooden teak hand rail(100mmX100mm) section.
- j). Flooring: Marble flooring(dungri)/high qualities ceramic titles(mal and glossy) in rooms and common areas,
- k). Kitchen: cooking top granite (black or any colour to be approved), stainless steel sink (with or without drain board) with swan neck revolving pillar cock and bib cock, wall tiles up to linton level.
- i). Toilet: Walls of toilet with high quality ceramic titles upto the height of 2.2mm.
- m). Sanitary work: Conceal pipe line in toilet and kitchen with C.P.V.C and GI pipes (Tata), toilet waste, soil line, kitchen waste and verandah pipe with CI/UPVC (Supreme/Reliance brand),
- n). Sanitary felting: Concealed stop cock angular stop cock, pillar cock with swan neck, bib cock, shower, commode shower etc.(as per requirement with superior brand jaguar make) commode basin cistern(as per requirement with superior brand).
- o). Wall finfish: Putty/Plaster of paris work with two coat primer(with superior brand).

p). all exterior walls including boundary: Acrylic emulsion paint(two coats a coat of primer) two coats of synthetic enamel paint(super class) over a primer on all steel and wooden surface.

q). Roof treatment: Two coats of tapecvete paint over roof surface. 30mm thick cement concreting(1:1.5 : 3) as leveling course.

20mm thick roof tiles over leveling course of concrete.

r). Boundary wall: As per approved design and drawing boundary wall and M.S. gates will be constructed with light point over gate including painting complete.

s). Passage way and car parking: Checkers hies 20mm thick flooring thickness(M-15 grade) concrete with reinforcement of [6mm@200/c.t](#)) Lift well, stair top, lift, machine room and fire fighting arrangement(if required): As per approved drawing and direction.

t). Underground water reservoir overhead water tank, pump roof with pump and motor parapet walls: as approved drawing and design and technical requirement with all accessories.

u). Common sanitary and plumbing lines surface or underground with R.C: As per approved drawing and design and technical requirement.

v). Electric wiring(concealed): Minimum number of six points in each room with AC point with copper wire of appropriate size and top class switch board including TV/CDPLAYER/FREEZE etc points all concealed electric wiring shall be routed through PVC.

w). Kitchen: 1 no light, 1 no. exhaust point, 1 no. 5 amp plug point for mixy and others.

x). Toilet: 1 no. light ponts, 1 no 5 amp plug point, 1 no exhaust fan point.

y). Verandah: 1 no light, 1 to 5 amp plug on switch board.

z) Door entrance: 1 no calling bell point.

Z1). Lift and common areas beautification: power arrangements including light points as per requirements.

Z2). Stair case and compound area: One light in each landing and half landing with two switch, light point in surrounding area and roof.

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

WITNESSES:

1.

2.

.....

Signature of the first part

(Ali & Kurmi Construction represented by Subrata Kurmi &MR.Ahmad Ali as the constituted attorney of Maya Ghose @ Maya Rani Ghose)

.....

Signature of the Second Part

.....

Signature of the third part

Identified by me

(Advocate)

Date:

Place: Kolkata

Memo of Consideration:

The Vendor hereby sold and Purchaser hereby purchased the said flat/property more fully described in the Schedule hereinabove written at a consideration of **Rs**/- (**RupeesLakhs only**). **Out of total consideration of Rs**/-Only (rupees lakhs..... thousand only)paid as follows:-

Sl. No	Date	Name of the Vendor	Cheque/ DD /NEFT/RTGS Details	From Bank & Branch	Amount (Rs.)
1					
2					
3					
4					
			Total		

(The Total amount paid is **Rs**/- (**Rupees..... Lakhs only**)