

Annexure A (Draft)

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE made on this the ____ day of ----- TWO THOUSAND AND _____

BETWEEN

GRAP DEVELOPERS LLP (LLP Identification No. ABZ-4820) (PAN: AAZFG0276F) a Limited Liability Partnership incorporated under the provision of The Limited Liability Partnership Act, 2008, having its registered office at Godrej Genesis, Room No 1006, 10th floor, Block EP & GP, Sector V, Bidhannagar, Kolkata, 700091 West Bengal P.O: Sech Bhaban and P.S: Electronics Complex, represented by its Designated Partner _____ (PAN: _____) (AADHAAR: _____), son of _____, by Nationality Indian, by Faith Hindu, by Occupation Business and working for gain at Godrej Genesis, Room No 1006, 10th floor, Block EP & GP, Sector V, Bidhannagar, Kolkata, 700091 West Bengal P.O: Sech Bhaban and P.S: Electronics Complex pursuant to resolution dated _____ passed, authorised and consented by all the partners in the LLP Board, hereinafter referred to as the "PROMOTER" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean the present partner and/or partners and/or those who may be taken in and/or admitted as partner and/or partners and their respective heirs, legal representatives, executors, administrators and assigns) of the FIRST PART:

GRAP DEVELOPERS LLP

Designated Partner / Partner

AND

DIES & TOOLS LIMITED, (PAN: AAACD8884E) (CIN:U28939WB1959PLC024466) (Registration No. 024466) an unlisted non-government public company limited by shares incorporated under the Companies Act, 1956 and having its registered office at No. 35, Jessore Road, Nager Bazar, P.S. Dum Dum P.O. Nagerbazar Kolkata, West Bengal 700028, represented by its Director _____ (PAN: _____) (AADHAAR: _____), son of _____, and working for gain at 35 Jessore Road, Nager Bazaar, P.S. Dum Dum P.O. Nagerbazar Kolkata, West Bengal 700028, as per resolution dated _____ passed by the Board of Directors, hereinafter referred to as the "OWNER" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor or successors in interest and assigns) of the **SECOND PART:**

AND

[If the Allottees is an individual]

Mr./Ms./Mrs. _____ (Adhaar No. _____) (PAN No. _____), son /daughter/wife of _____, aged about _____, by occupation _____, by religion _____, by Nationality _____, residing at _____, hereinafter referred to as the "ALLOTTEE/S" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean the heirs, executors, administrators and permitted assigns) of the **THIRD PART:**

AND

[If the Allottee is a Company]

_____ (CIN No. _____) (PAN _____), a company incorporated under the provision of the companies act, [1956 or 2013 as the case may be], having its registered office at _____ represented by its authorized signatory _____ (Pan No. _____) (Adhaar No. _____), son/daughter/wife of _____, residing at _____ duly authorized vide board resolution dated _____ hereinafter referred to as the "ALLOTTEE/s" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean the heirs, executors, administrators and permitted assigns) of the **THIRD PART:**

[or]

[If the Allottee is the Partnership Firm or a LLP]

_____ (PAN - _____), a partnership firm (or a Limited (or A LLP) registered under the Indian Partnership Act, 1932 (or registered under the Limited Liability Partnership Act 2008) having its principal place of business at _____ represented by its authorized Partner, _____ (Aadhar No. _____) (PAN - _____) son/daughter/wife of _____, residing at _____, authorized vide _____ hereinafter referred to as the "ALLOTTEE/S" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the present Partners for the time being of the Firm/LLP, the survivor or survivors of them, their heirs, executors and administrators of the last surviving Partner and his /her/ their assigns.) of the **THIRD PART:**

GRAP DEVELOPERS LLP

Arul Kumar Jay

Designated Partner / Partner

[or]

[If the Allottee is a HUF]

Mr..... (PAN No.....) (Aadhar No. _____)son of, aged about _____ by occupation _____, by religion _____, by Nationality _____, residing at _____, for self and as the Karta of the Hindu Joint Mitakshara Family known as _____ HUF, having its place of business/ residing at _____, PAN No. _____.) hereinafter referred to as the "ALLOTTEE/S"(which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the members or member for the time being of the said HUF, and their respective heirs, executors, administrators, and permitted assigns as well as the members of the said HUF, their heirs, executors, administrators, successor in interest and permitted assigns) of the **THIRD PART:**

WHEREAS:

A. The Owner herein i.e. **DIES & TOOLS LIMITED** is the sole and absolute registered owner and/or well and sufficiently entitled to **ALL THAT** piece and parcel of land admeasuring an area of **3 Bighas 14 Cottahs 05 Chittaks and 17 Square Feet** more or less equivalent to **122.6545 decimals** more or less comprised in C.S. Dag Nos.788, 841 (Part), 842, 844, 845, 899 (part) and C.S. Dag No.910 corresponding to R.S. Dag Nos. 2607, 2701, 2703, 2724, 2725, 2726, 2727 and 2728 corresponding to **L.R. Dag Nos. 2015, 2122, 2124, 2145, 2146, 2147, 2148 and 2149** appertaining to **L.R. Khatian No. 3729** together with brick built buildings thereon situate lying at and being presently **Holding No. 65, Calcutta Jessore Road**, under Ward No. 25 within South Dum Dum Municipality in Mouza Satgachhi, Nagerbazar Thana Dum Dum, Sub-Registration Office Cossipore Dum Dum in the District of North 24-Parganas and previously portion of Premises No. 35, Calcutta Jessore Road **and** portion of Premises No. 9, Calcutta Jessore Road (more fully and particularly mentioned and described in the **SCHEDULE A** hereunder written and hereinafter referred to as "**the said Land**"). The Devolution of the Title in favour of the Owner upon the said Land is more fully mentioned herein below.

(Devolution of Title)

- **WHEREAS** at all material times, one Behari Lal Dutt was absolutely seized and possessed of and/or well sufficiently entitled to as sole and absolute owner of piece and parcel of Maurashi Mocarari land situated lying at and being Premises No.25, Jessore Road, within South Dum Dum Municipality in Mouza Satagachi, Nagerbazar, District 24-Parganas (the said land).
- **AND WHEREAS** by a Deed of Trust dated 08.02.1934, registered at the office of Registrar of Assurance, Calcutta vide Book No. I, Volume No. 19, Pages from 170 to 180, **Being No. 0417** for the year 1934, made between the said Behari Lal Dutt as Settlor therein of the One Part and Kartick Chandra Dutt and Panchanon Dutt, both sons of the said Behari Lal Dutt, as the Trustees of the Other Part, the said Behari Lal Dutt did for the consideration therein mentioned grant, transfer and convey the said land unto the said Trustees Kartick Chandra Dutt and Panchanon Dutt, To have and To Hold the same for the said Settlor Behari Lal Dutt during the term of his natural life and upon his demise upon the Trusts and subject to the conditions therein particularly mentioned.

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Jit Kumar Jait

Designated Partner / Partner

- **AND WHEREAS** the said Behari Lal Dutt died intestate on the 10.02.1934 and the said Kartick Chandra Dutt carrying out and executing the Trusts as in the said Deed of Trust mentioned jointly with the said Panchanon Dutt, died on 10.03.1938 leaving behind him surviving his two sons namely Ananta Kumar Dutt and Chand Kumar Dutt and Srimati Niharbala Dasse being the widow of his pre-deceased son Premtosh Dutt as his legal heirs. His wife Srimati Subasini Dasse had pre-deceased him.
- **AND WHEREAS** by a Deed of Relinquishment and Agreement dated 5th April,1938 made between the said Srimati Niharbala Dasse of the One Part and the said Ananta Kumar Dutt and Chand Kumar Dutt of the Other Part and registered at the Office of the Registrar of Assurances, Calcutta in Book No.I, Volume No.58, Pages 80 to 89, **Being Deed No.1370** for the year, 1938, the said Srimati Niharbala Dasse did relinquish and surrender all her right, title and interest in the entire estate of the said Kartick Chandra Dutt in favour of the said Ananta Kumar Dutt and Chand Kumar Dutt as in the said Deed particularly mentioned.
- **AND WHEREAS** by a Deed of Appointment of New Trustee dated 9th May,1938 made between the said Panchanon Dutt of the One Part and the said Ananta Kumar Dutt of the Other Part and registered at the Office of the Registrar of Assurances, Calcutta in Book No.I, Volume No.53, Pages 254 to 257, Being **Deed No.1732** for the year, 1938, the said Panchanon Dutt as sole surviving Trustee in exercise of the powers in that behalf and according to the provisions contained in the said Deed of Trust did appoint the said Ananta Kumar Dutt to be the Trustee in the place and stead of the said deceased Kartick Chandra Dutt to hold the Trust Estate including the said land upon the Trusts and subject to the conditions as mentioned in the said Deed of Trust.
- **AND WHEREAS** subsequently the said land being Premises No.25, Calcutta Jessor Road was recorded as **Premises No.35, Calcutta Jessor Road**.
- **AND WHEREAS** by an Indenture dated 06.05.1960, registered at the office of R.A., Calcutta vide Book No. I, Volume No. 71, Pages from 84 to 93, **Being No. 2256 for the year 1960**, the said Panchanon Dutt and Ananta Kumar Dutt as Vendor therein with the consent and concurrence of the Beneficiaries being the said Panchanon Dutt, Ananta Kumar Dutt and Chand Kumar Dutt, sold, transferred and conveyed **ALL THAT** piece and parcel of Maurashi Mokrari land admeasuring an area of **4 Bighas 19 Cottahs 6 Chittacks and 19 Square Feet** be the same a little more or less together with trees brick built buildings thereon situate lying at and being a divided and demarcated portion of the said Premises No.35, Calcutta Jessor Road, within 24-Parganas and comprised in Mouza Satagachi, Nagerbazar, J.L. No.21, District 24-Parganas within C.S. Dag Nos. 841 (Part) and C.S. Dag No.842 in old Khatian No.25, C.S. Dag Nos.844, 845 in old Khatian No.248, C.S. Dag No.899 (part) in old Khatian Nos.349,25 and C.S. Dag No.910 in old Khatian No.364 unto and in favour of the Purchaser being the said **Dies and Tools Ltd.**, for the consideration and on the terms and conditions therein mentioned.
- **AND WHEREAS** by another Indenture dated 28.04.1961, registered at the office of R.A., Calcutta vide Book No. I, Volume No. 68, Pages from 33 to 43, **Being No.2053** for the year 1961, the said Panchanon Dutt and Ananta Kumar Dutt as Vendor therein with the consent and concurrence of the Beneficiaries being the said Panchanon Dutt, Ananta Kumar Dutt and Chand Kumar Dutt, further sold, transferred and conveyed **ALL THAT** piece and parcel of Maurashi Mokrari land admeasuring an area of **7 Chittacks and 21 Square Feet** be the same a little more or less situate

lying at and being a divided and demarcated portion formed out of the remaining portion of the Premises No. 35, Calcutta Jessore Road, within South Dum Dum Municipality and comprised in Mouza Satagachi, Nagerbazar, District 24-Parganas within C.S. Dag Nos. 841 unto and in favour of the Purchaser being the said **Dies and Tools Ltd.**, for the consideration and on the terms and conditions therein mentioned.

- **AND WHEREAS** by an Indenture (Deed of Exchange) dated 29.07.1964, registered at the office of Sub-Registrar, Dum Dum vide Book No. I, Volume No.85, Pages from 150 to 155, **Being No.6247** for the year 1964, and made between one Ghewar Chand Rampuria on the One Part and the Present Owner i.e. **Dies and Tools Ltd** on the Other Part, the said Ghewar Chand Rampuria **transferred** one demarcated piece and parcel of land having an area of **1 Cottah, 14 Chittacks and 9 sq.ft.** more or less along with brick built structure thereon situated and lying at and being the demarcated portion of Premises No.9, Calcutta Jessore road (formerly 24, Jessore Road) in Mouza Satagachi, Nagerbazar, Thana Dum Dum District 24-Parganas within C.S. Dag No.788 (part) unto and in favour of the said **Dies and Tools Ltd.**, **in exchange** of one demarcated piece and parcel of land having an area of **4 Cottahs, 12 Chittacks and 28 sq.ft.** more or less along with brick built structure thereon situated and lying at and being the demarcated portion of Premises No.36/1, Calcutta Jessore road (formed out of 35, Jessore Road) in Mouza Satagachi, Nagerbazar, Thana Dum Dum District 24-Parganas within C.S. Dag No.841 (part) and C.S. Dag No.899 (part) from the said **Dies and Tools Ltd.**, which the said Ghewar Chand Rampuria got entitled to thereto.
- **AND WHEREAS** pursuant to aforesaid, the Present Owner i.e. **Dies and Tools Ltd** became the sole and absolute owner of **ALL THAT** piece and parcel of land admeasuring an area of **4 Bighas 16 Cottahs 15 Chittacks and 21 Square Feet be the same a little more or less** together with trees brick built buildings thereon situate lying at and being a divided and demarcated portion formed out of the remaining portion of the **Premises No.35, Calcutta Jessore Road**, within South Dum Dum Municipality and comprised in Mouza Satagachi, Nagerbazar, District 24-Parganas within C.S. Dag Nos.788, 841 (Part), 842, 844, 845, 899 (part) and C.S. Dag No.910 (the said land).
- **AND WHEREAS** subsequently, after the Revisional Settlement (R.S.) came into force and during the new survey, the said C.S. Dag Nos.788, 841 (Part), 842, 844, 845, 899 (part) and C.S. Dag No.910 were recognized and identified as **R.S. Dag Nos. 2607, 2701, 2702, 2703, 2724, 2725, 2726, 2727, 2728**, where under the name of the Present Owner i.e. **Dies and Tools Ltd** reflected in the Revisional Settlement (R.S.) in the following manner **under which an area of 7.92 decimals** was found recorded which included the area of 1 Cottah, 14 Chittacks and 9 sq.ft. more or less received by the Present Owner i.e. **Dies and Tools Ltd vide recited** Indenture (Deed of Exchange) dated 29.07.1964.

R.S.DAG NO.	AREA (IN ACRE)	TOTAL AREA
2607	0.0792	1.5917 acre equivalent to 159.17 decimals equivalent to 96.4666 Cottahs
2701	0.1256	
2702	0.0918	
2703	0.2014	
2724	0.1569	
2725	0.0290	
2726	0.2982	
2727	0.5368	
2728	0.0728	

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Anil Kumar Jaiswal
 Designated Partner / Partner

- **AND WHEREAS** subsequently after the L.R. Settlement came into effect, the said R.S. Dag Nos. 2607, 2701, 2702, 2703, 2724, 2725, 2726, 2727, 2728 were recognized and identified as **L.R. Dag Nos. 2015, 2122, 2123, 2124, 2145, 2146, 2147, 2148, 2149.**
 - **AND WHEREAS** the owner got its name mutated in the Assessment records of the South Dum Dum Municipality vide Assessment **No.1202901505196** and the said land was reassessed and renumbered as **Holding No.65, Calcutta Jessore Road** under Ward No.25 of the South Dum Dum Municipality being previously portion of Premises No.35, Calcutta Jessore Road being Municipal Holding Nos.51 and 53 **and** portion of Premises No.9, Calcutta Jessore Road.
 - **AND WHEREAS** the Owner herein caused a demarcated area of **22.63 Cottahs** more or less out of the total area of the land and being demarcated portion of Premises No.35, Jessore Road, P.S. Dum Dum, Kolkata 700028 being Municipal Holding Nos.51 and 53, comprised in C S Dag Nos.841 (Part) and 842 Dag Nos.844 and 845 and Dag No.899 (Part), J.L. No.20, R.S. No.156, in Touzi No.160, Mouza Satgachi in the District of North 24 Parganas, duly developed as a Project through a builder having separate **Holding Number being Holding No.65/18, Jessore Road, North 24 Parganas** as per a plan sanctioned by then Sanctioning Authority.
 - **AND WHEREAS** the owner has its name mutated in the Assessment records of the concerned BL&LRO for an area 151.25 decimals out of which an area of **3 Bighas 14 Cottahs 05 Chittaks and 17 Square Feet** more or less equivalent to **122.6545 decimals** more or less **under L.R. Khatian No.3729** is the subject matter of development and also mutated in the records of the **South Dum Dum Municipality** vide Assessment No. 1202901505196 under Ward No.25 of the South Dum Dum Municipality.
- B.** The Owner and the Promoter have entered into a Development Agreement along with Development Power of Attorney dated 16th July, 2024, registered in Book I, Volume no. 1506-2024, pages from 220083 to 220131 being No. 07380 for the year 2024 at the office of A.D.S.R. Cossipore Dumdum, West Bengal, the Owner with the intent of undertaking the development of the said Premises, granted the exclusive right of development in respect of the said Land unto and in favour of the Promoter herein for the terms and conditions contained and recorded in the said Agreement (hereinafter referred to as the **DEVELOPMENT AGREEMENT**) in connection with the development of the Project and Transfer of the constructed areas under which the Owner also granted powers and authorities to the Promoter for development and transfer of constructed areas etc. (hereinafter referred to as the **DEVELOPMENT AGREEMENT**).
- C.** The Said Land is earmarked for the purpose of building a residential project, comprising of seven blocks of buildings at the said Land being **Block A, Block B, Block C, Block D, Block E, Block F and Block G** and the said project shall be known as '**IDENTITY PRIDE**' ("**Project**").
- D.** The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the said land on which Project is to be constructed have been completed.
- E.** The **South Dum Dum Municipality** has granted the commencement certificate to develop the Project vide approval dated bearing no. _____ ;

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Jyoti Kumar Jaiswal
 Designated Partner / Partner

- F.** The Owner/Promoter has obtained the final layout plan approvals for the Project from **South Dum Dum Municipality vide** Building permit No. **843** dated **11.10.2023** (hereinafter referred to as the **PLAN**) with an intention to construct erect and complete new seven blocks of buildings at the said Premises comprising of Block A, Block B, Block C, Block D, Block E, Block F and Block G. 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.
- G.** The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at _____ no. _____; on _____ under registration.
- H.** The Allottee had applied for an **Apartment** in the Project vide application no. _____ dated _____ and has been allotted apartment no. _____ having carpet area of _____ square feet, type _____, on _____ floor in Block _____ along with **garage/closed** parking no. _____ admeasuring _____ square feet in the _____, 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**).
- I.** The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- J.** 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.
- K.** 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.
- L.** 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.
- M.** In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Owner/Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the [Apartment/ Plot] and the garage/closed parking (if applicable) as specified in **paragraph G**.

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Jit Kumar Jais

Designated Partner / Partner

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):

Apartment No.- Type (BHK) Floor- Block -	Rate of Apartment per sq. feet.

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

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: Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the allottee to the promoter shall be increased/reduced based on such change / modification; (iii) The Promoter shall periodically intimate to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment within **30 (thirty) days** from the date of such written intimation. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/ notifications together with dates from which such taxes/levies etc. have been imposed or become effective;

(iv) The Total Price of Apartment includes: 1) pro rata share in the Common Areas; and 2) _____ 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 pre-poned. 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 or building, as the case may be, without the previous written consent of the Allottee. Provided that the Promoter may

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Anil Kumar Jain
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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.

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

Subject to **Clause 9.3** the Promoter agrees and acknowledges, the Allottee shall have the right to the **Apartment** as mentioned below:

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

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Amit Kumar Sark

Designated Partner / Partner

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

The Allottee has paid a sum of Rs _____, (Rupees _____ only) as booking amount being part payment towards the Total Price of the **Apartment** at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the **Apartment** as prescribed in the Payment Plan as may be demanded by the Promoter within the time and in the manner specified therein: Provided that if the allottee delays in payment towards any amount for which is payable, he shall be liable to pay interest at the rate specified in the Rules.

2. MODE OF PAYMENT

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

3. COMPLAINE 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.

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Jit Kumar Jais

Designated Partner / Partner

4. **ADJUSTMENT/APPROPRIATION OF PAYMENT**

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** 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/FLAT/UNIT**

The Allottee has seen the specifications of the **Apartment** 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 **South Dum Dum Municipality** 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 FLAT/UNIT**

Schedule for possession of the said Apartment: The Promoter agrees and understands that timely delivery of possession of the Apartment is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the **Apartment by 31st January, 2031**, 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**, 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**, 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,

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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 **sixty (60) days** 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** 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** 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, 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** (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**, 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**.

8. REPRESENTATION 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.

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- (iv) There are no litigations pending before any Court of law with respect to the said Land, Project or the Apartment;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Apartment 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 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 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 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 Owner/Promoter shall be considered under a condition of Default, in the following events:**

- (i) Owner/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 which is complete in all respects;

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- (ii) (ii) Discontinuance of the Owner/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 Owner/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 Owner/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 Owner/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.

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 **three 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 Owner/Promoter in this regard, the Owner/Promoter shall cancel the allotment of the Apartment 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 FLAT/UNIT/APARTMENT

The Owner/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 (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 Owner/Promoter to withhold registration of the conveyance deed in his/her/their/its favour till full and final settlement of all dues and stamp duty and registration charges to the Owner/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).

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 Designated Partner / Partner

11. MAINTENANCE OF THE SAID NEW BUILDING/FLAT/APARTMENT;

The Owner/Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of the allottees. The cost of such maintenance has been included in the Total Price of the Apartment.

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 Owner/Promoter as per the agreement for sale relating to such development is brought to the notice of the Owner/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 Owner/Promoter to rectify such defects without further charge, within **30 (thirty) days**, and in the event of Owner/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 THE ALLOTTEE TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES:**

The Allottee hereby agrees to purchase the Apartment on the specific understanding that his/her/their/its 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/their/its 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 Owner/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 Apartmentor any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

15. **USAGE:**

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the Project, 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, firefighting 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 Apartment at his/her/their/its 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 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 and keep the Apartment, 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.

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The Allottee further undertakes, assures and guarantees that he/she/they/it 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 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. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Owner/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 an Apartment 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, all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the Apartment at his/her/their/its own cost.

18. **ADDITIONAL CONSTRUCTION**

The Owner/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 Owner/Promoter executes this Agreement he shall not mortgage or create a charge on the Apartment/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/Building.

20. **APARTMENT OWNERSHIP ACT**

The Owner/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 Owner/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 Owner/Promoter does not create a binding obligation on the part of the Owner/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 Additional Registrar of Assurance/Sub-Registrar/Additional Sub-Registrar as and when intimated by the Owner/Promoter. If the

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Allottee(s) fails to execute and deliver to the Owner/Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Additional Registrar of Assurance/Sub- Registrar/Additional Sub-Registrar for its registration as and when intimated by the the Owner/Promoter / maintenance agency /association of allottees shall have rights of unrestricted access of all Common Areas, garages/closed parking's and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of allottees and/or maintenance agency to enter into the Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

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/building, as the case may be.

23. **RIGHT TO AMEND**

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

24. **PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEES AND 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, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

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

The Owner/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 Owner/Promoter in the case of one Allottee shall not be construed to be a precedent and /or binding on the Owner/Promoter to exercise such discretion in the case of other Allottees.

Failure on the part of the Owner/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

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execution of this Agreement.

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

Whether in this Agreement it is stipulated that the Allottees 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 bears to the total carpet area of all the Apartment 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 Owner/Promoter at the Owner/Promoter's Office at Kolkata or at some other place at Kolkata as may be decided by the Owner/Promoter, after the Agreement is duly executed by the Allottee and the Owner/Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Additional Registrar of Assurance/Sub-Registrar/Additional Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Kolkata.

30. **NOTICES**

That all notices to be served on the Allottees and the Owner/Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottees or Owner/Promoter by Registered Post at their respective address as specified above.

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

31. **JOINT ALLOTTEES**

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

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

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same shall be settled through the Arbitrator in accordance within the meaning of the Arbitration and Conciliation Act 1996.

SCHEDULE "A" ABOVE REFERRED TO
(DESCRIPTION OF LAND)

ALL THAT the demarcated piece or parcel of Land admeasuring an area of **3 Bighas 14 Cottahs 05 Chittaks and 17 Square Feet** more or less equivalent to 53522 Square Feet more or less equivalent to **122.6545133 decimals** more or less comprised in C.S. Dag Nos.788, 841 (Part), 842, 844, 845, 899 (part) and C.S. Dag No.910 corresponding to R.S. Dag Nos. 2607, 2701, 2703, 2724, 2725, 2726, 2727 and 2728 corresponding to **L.R. Dag Nos. 2015, 2122, 2124, 2145, 2146, 2147, 2148 and 2149** appertaining to **L.R. Khatian No. 3729** together with tin-shed shed and structures thereon having a total area of **12175 sq.ft.** more or less situate lying at and being presently **Holding No. 65, Calcutta Jessore Road, Kolkata- 700028** under **Ward No. 25**, within South Dum Dum Municipality in J.L. No. 20, R. S. No.154 of Mouza Satgachhi, Nagerbazar P.S. Dum Dum, Sub-Registration Office Cossipore Dum Dum in the District of North 24-Parganas and previously portion of Premises No. 35, Calcutta Jessore Road, being Municipal Holding Nos. 51 and 53 **and** portion of Premises No.9, Calcutta Jessore Road and more fully delineated in the Site Plan annexed hereto and marked within "Red Borders": Tin-Shed Structure comprised in L.R. Dag No.2015 is 1442 sq.ft., comprised in L.R. Dag No.2145 is 3402 sq.ft. and comprised in L.R. Dag No.2147 is 7331 sq.ft.
BUTTED AND BOUNDED as follows:

ON THE NORTH	By R.S. Dag Nos. 2622, 2607 (P), 2603, 2579, 2578, 2733
ON THE SOUTH	By 11 ft. wide common road and R.S. Dag No.2704
ON THE EAST	By R.S. Dag Nos. 2731, 2729, 2701, 2702 and 2703
ON THE WEST	By 11 ft. wide common road

OR HOWSOEVER OTHERWISE said premises butted bounded, numbered, known and distinguished.

DESCRIPTION OF APARTMENT

ALL THAT self-contained unit being **Flat No:** _____ on the _____ **Floor** of the building in **Block -** _____ measuring about **carpet area** of _____ square feet corresponding to built up area of square feet corresponding to **super built up area** of _____ square feet consisting of _____ bed rooms, one living cum dining area, one kitchen, _____ toilet, and _____ verandah along with the **balcony** area having carpet area admeasuringsq. ft. along with _____ **Car Parking Space** No: _____ on the **GROUND Floor** measuring about super built up area of **135 square feet** (Space will be earmarked at the time of completion and possession) **together with** proportionate undivided share of the land and premises of the said residential building constructed over land mentioned herein before stated **TOGETHER WITH** the rights of the common areas, use, benefits and enjoyments and privileges in all common parts including Reservoir, stairs, landings, sewers, sanitation, common electric, water, roof, fittings and fixtures, installations whatsoever and appurtenances quasi-easement rights, privileges and enjoyment and obligations whatsoever more fully and particularly demarcated by **RED** border lines with a plan and map annexed herewith.

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SCHEDULE 'B'

[FLOOR PLAN OF THE APARTMENT]

SCHEDULE 'C'

[PAYMENT PLAN BY THE ALLOTTEE]

SL.	PARTICULARS	RUPEES
1.	On Application	Rs. 2,00,000/-
2.	On Allotment (including booking amount)	10%
3.	*On Agreement for Sale	10%
4.	On completion of piling of your Block/Building	10%
5.	On completion of foundation of your Block/Building	10%
6.	On completion of 2nd floor roof casting of your Block/Building	10%
7.	On completion of 4th floor roof casting of your Block/Building	10%
8.	On completion of 7th floor roof casting of your Block/Building	10%
9.	On completion of brick work of your Block/Building	10%
10.	On completion of flooring work of your flat	10%
11.	*On Intimation of Possession after completion of your flat	10%
TOTAL		

PAYABLE ON AGREEMENT FOR SALE

PARTICULARS	CONSIDERATION	GST	On Allotment Payable	On Agreement for Sale Payable
10% of total Consideration	-	-	-	-
50% of Club Charges	-	-	-	-
50% of Utility Charges	-	-	-	-

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Designated Partner / Partner

	-	-		
50% of Legal Fees-GST @18%	20,500	No GST ON US (REVERSE GST)		
TOTAL-				

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

SIGNED AND DELIVERED by the **PROMOTER** at Kolkata in the presence of :

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 Designated Partner / Partner

SIGNED AND DELIVERED by the **OWNER/S** at Kolkata in the presence of :

SIGNED AND DELIVERED by the **ALLOTTEES** at Kolkata in the presence of :

All in the presence of common:

Witnesses:

Signature _____
 Name _____
 Father's Name _____

Signature _____
 Name _____
 Father's Name _____

Address _____

Address _____