

**AGREEMENT FOR SALE**

**THIS AGREEMENT FOR SALE** is made this ..... day of .....2023 (Two Thousand Twenty Three) **Between**

Contd....P/2

**ETHA REALTY PVT. LTD.**

  
**Director**

1) **SRI. NIKHIL GHOSH (PAN-ADM PG4391D)**, son of Late Haran Chandra Ghosh, by faith Hindu, by nationality- Indian, by occupation- Business, presently residing at 825, Mahamayatala Road, P.S. Sonarpur, P.O. Garia, Kolkata-700084, 2) **SRI. RATAN KUMAR GHOSH (PAN-ADZ PG2791K)**, son of Late Haran Chandra Ghosh, by faith Hindu, by nationality- Indian, by occupation- Business, permanently residing at 17/10, Baishnabghata Road, P.O Naktala, P.S. Netaji Nagar, Kolkata-700047 and presently residing at 18, Baishnabghata Road, P.O Naktala, P.S. Netaji Nagar, Kolkata-700047, 3) **SMT. SOMA GHOSH (PAN-AEN PG2791K)**, wife of Sri. Nikhil Ghosh, by faith Hindu, by nationality- Indian, by occupation- Business, presently residing at 825, Mahamayatala Road, P.S. Sonarpur, P.O. Garia, Kolkata-700084, 4) **SMT. AMITA GHOSH (PAN-AJQ PG3983P)**, wife of Sri. Harendra Nath Ghosh, by faith Hindu, by nationality- Indian, by occupation- Business, presently residing at 192, Bidhanpally, P.O Garia, P.S. Bansdroni, Kolkata-700084 and permanently residing at 4, Basudevpur, New Colony, Belghoria, P.S. Belghoria, P.O. Belghoria, Kolkata-700056, 5) **SMT. MOM GHOSH (PAN-AEN PG2792L)**, wife of Sri. Ratan Kumar Ghosh, by faith Hindu, by occupation Business, by Nationality Indian residing at 18, Baishnabghata Road, P.O. Naktala, P.S. Netaji Nagar, Kolkata-700047, 6) **SMT. SHEFALI GHOSH (PAN-BAK PG2201A)**, wife of Sri. Dulal Chandra Ghosh, by faith Hindu, by occupation Business, by Nationality Indian residing at 17/10, Baishnabghata Road, P.O Naktala, P.S. Netaji Nagar, Kolkata-700047, 7) **SMT. TAPASHI MUKHERJEE (PAN-AJPP M9100P)**, wife of Sri. Deb Kumar Mukherjee, by faith Hindu, by occupation Business, by Nationality Indian residing at 18, Baishnabghata Road, P.O Naktala, P.S. Netaji Nagar, Kolkata-700047, hereinafter all are referred to as the **OWNERS** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their legal heirs, executors, administrators, legal representatives and/ or assigns) of The **ONE PART/FIRST PARTY**.

**AND**

1. ...., (PAN:.....), son/daughter of  
 ....., aged about .....45 Years, by faith: ....., by Nationality: Indian,

by occupation: ....., 2. ...., son/daughter of ....., aged about ..... years, both residing at-....., here in after called the **PURCHASER/ALLOTTEE** (Which term or expression shall unless repugnant to the context meaning thereof be deemed to mean and include their heirs, executors, administrators, successor in interest and permitted assigns) of the **SECOND PART**.

**AND**

**ETHA REALTY PVT. LTD., (PAN No. AADCE4909N)**, a Private Limited Company, in corporate under Indian Companies Act, 1956, having its registered office at “BASUMATI” 825, Mahamayatala Road, P.O. Garia, P.S. Sonarpur, Kolkata- 700 084, District: South 24 Parganas, being represented by its Directors namely-1)**SRI NIKHIL GHOSH** 2) **SMT. SOMA GHOSH**, by faith-Hindu, by occupation-Business, both are residing at “BASUMATI” 825, Mahamayatala Road, P.O. Garia, P.S. Sonarpur, Kolkata- 700 084, District : South 24 Parganas, hereinafter referred to as the “ **DEVELOPERS**” ( which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) of the **THIRD PART**.

The Promoter and the Allotee(s) shall hereinafter be collectively referred to as “Parties” and individually as a “Party”.

**DEFINITION:**

For the purpose of this agreement for sale, unless the context otherwise requires:

- a) “**Act**” means the Real Estate (Regulation and Development) Act, 2016;
- b) “**Rules**” means the West Bengal Real Estate (Regulation and Development) Rules, 2021 made under the Real Estate (Regulation and Development) Act, 2016;
- c) “**Regulations**” means the Regulations made under the Real Estate (Regulation and Development) Act, 2016;
- d) “**Section**” means a section of the said Act.

**WHEREAS:**

**WHEREAS 1) SRI SAROJ CHAKRABORTY @ SARAJU CHAKRABORTY 2) SRI NABA KUMAR CHAKRABORTY, 3) SMT. SUBHRA NATH ( CHAKRABORTY), 4) SMT. RITA @ KUMKUM GOSWAMI (CHAKRABORTY)** are the absolute joint owners by way of inheritance of ALL THAT piece and parcel of land measuring more or less 16 Cottahs lying and situated at Mouza- Jagaddal, Pargana- Magura, J.L. No.71, R.S.232, R.S. Dag No.1013 corresponding to L.R. Dag No.1180 and R.S. Khatian No.1158 corresponding to L.R. Khatian No.361, 472, 714, 1435 and 1533 and more or less 11 decimals of land lying and situated at Mouza- Jagaddal, Pargana- Magura, J.L. No.71, R.S.232, R.S. Dag No.1012 corresponding to L.R. Dag No.1179 and R.S. Khatian No.1158 corresponding to L.R. Khatian No.361, 472, 714, 1435 and 1533 under P.S. Sonarpur and under the jurisdiction of Rajpur Sonarpur Municipality of Ward No.25 within Sub Registration Office at Sonarpur in the Dist- South 24 Parganas and enjoying the same free from all encumbrances by paying rents and taxes to the authority concern regularly without any interruption, claim and demand whatsoever.

**AND WHEREAS** thus the said **1) SRI SAROJ CHAKRABORTY @ SARAJU CHAKRABORTY 2) SRI NABA KUMAR CHAKRABORTY, 3) SMT. SUBHRA NATH (CHAKRABORTY), 4) SMT. RITA @ KUMKUM GOSWAMI (CHAKRABORTY)** being the joint owners sold, conveyed and transferred ALL THAT piece and parcel of the land measuring more or less 08 Cotthas out of 16 cottahs lying and situated at Mouza- Jagaddal, Pargana- Magura, J.L. No.71, R.S.232, R.S. Dag No.1013 corresponding to L.R. Dag No.1180 and R.S. Khatian No.1158 corresponding to L.R. Khatian No.361, 472, 714, 1435 and 1533 under P.S. Sonarpur and under the jurisdiction of Rajpur Sonarpur Municipality of Ward No.25 within Sub Registration Office at Sonarpur in the Dist- South 24 Parganas together with other property unto and in favour of **1)SRI. NIKHIL GHOSH and 2) SMT. SOMA GHOSH** by and under a Deed of Sale which was registered on 18<sup>th</sup> day of December, 2012 before the Office of A.D.S.R. Sonarpur and recorded in its Book No.I, CD Voliume No.35, Page from 2753 to 2766, being No.09865 for the year 2012.

**AND WHEREAS** thus the said**1) SRI SAROJ CHAKRABORTY @ SARAJU CHAKRABORTY 2) SRI NABA KUMAR CHAKRABORTY, 3) SMT. SUBHRA NATH(CHAKRABORTY), 4) SMT. RITA @ KUMKUM**

**GOSWAMI (CHAKRABORTY)** being the joint owners sold, conveyed and transferred **ALL THAT** piece and parcel of the land measuring more or less 08 Cotthas out of 16 cottahs lying and situated at Mouza- Jagaddal, Pargana- Magura, J.L. No.71, R.S.232, R.S. Dag No.1013 corresponding to L.R. Dag No.1180 and R.S. Khatian No.1158 corresponding to L.R. Khatian No.361, 472, 714, 1435 and 1533 under P.S. Sonarpur and under the jurisdiction of Rajpur Sonarpur Municipality of Ward No.25 within Sub Registration Office at Sonarpur in the Dist- South 24 Parganas together with other property unto and in favour of **1)SRI. RATAN KUMAR GHOSH and 2) SMT. MOM GHOSH** by and under a Deed of Sale which was registered on 18<sup>th</sup> day of December, 2012 before the Office of A.D.S.R. Sonarpur and recorded in its Book No.I, CD Voliume No.35, Page from 2790 to 2803, being No.09867 for the year 2012.

**AND WHEREAS** thus the said**1) SRI SAROJ CHAKRABORTY @ SARAJU CHAKRABORTY 2) SRI NABA KUMAR CHAKRABORTY, 3) SMT. SUBHRA NATH ( CHAKRABORTY), 4) SMT. RITA @ KUMKUM GOSWAMI (CHAKRABORTY)** being the joint owners sold, conveyed and transferred **ALL THAT** piece and parcel of the land measuring more or less 03 Cotthas (along with 14 ft. wide common passage) out of 11 decimals lying and situated at Mouza- Jagaddal, Pargana- Magura, J.L. No.71, R.S.232, R.S. Dag No.1012 corresponding to L.R. Dag No.1179 and R.S. Khatian No.1158 corresponding to L.R. Khatian No.361, 472, 714, 1435 and 1533 under P.S. Sonarpur and under the jurisdiction of Rajpur Sonarpur Municipality of Ward No.25 within Sub Registration Office at Sonarpur in the Dist- South 24 Parganas together with other property unto and in favour of **1)SRI. NIKHIL GHOSH, 2) SMT. SOMA GHOSH, 3)SRI. RATAN KUMAR GHOSH and 4) SMT. MOM GHOSH** by and under a Deed of Sale which was registered on 18<sup>th</sup> day of December, 2012 before the Office of A.D.S.R. Sonarpur and recorded in its Book No.I, CD Voliume No.35, Page from 2777 to 2789, being No.09866 for the year 2012.

**AND WHEREAS****1) SRI. SANKAR KUMAR HALDER, 2) SRI. JAGANNATH HALDER, 3) SRI. NETAI HALDER, 4) SRI. BALARAM HALDER, 5) SRI. GOUR HALDER, 6) SMT. SHAFALI BANERJEE, 7) SMT. CHAITALI GANGULI, 8) SRI. PANCHU GOPAL MUKHERJEE, 9) SRI. LAXMI KANTA MUKHERJEE, 10) SRI. SASANKA SAKHAR BANERJEE, 11) SRI. RAM KRISHNA BANERJEE, 12) SMT. ATASI**

**BHADRA** are the absolute joint owners by way of inheritance of ALL THAT piece and parcel of Danga Land measuring more or less 30 decimals lying and situated at Mouza- Jagaddal, Pargana- Magura, J.L. No.71, R.S.232, R.S. Dag No.1014 corresponding to L.R. Dag No.1181 and L.R. Khatian No.1107 and 1563 under P.S. Sonarpur and under the jurisdiction of Rajpur Sonarpur Municipality of Ward No.25 within Sub Registration Office at Sonarpur in the Dist- South 24 Parganas and enjoying the same free from all encumbrances by paying rents and taxes to the authority concern regularly without any interruption, claim and demand whatsoever.

**AND WHEREAS** thus the said 1) SRI. SANKAR KUMAR HALDER, 2) SRI. JAGANNATH HALDER, 3) SRI. NETAI HALDER, 4) SRI. BALARAM HALDER, 5) SRI. GOUR HALDER, 6) SMT. SHAFALI BANERJEE, 7) SMT. CHAITALI GANGULI, 8) SRI. PANCHU GOPAL MUKHERJEE, 9) SRI. LAXMI KANTA MUKHERJEE, 10) SRI. SASANKA SAKHAR BANERJEE, 11) SRI. RAM KRISHNA BANERJEE being the joint owners sold, conveyed and transferred **ALL THAT** piece and parcel of the land measuring more or less 15 decimals out of 30 decimals lying and situated at Mouza- Jagaddal, Pargana- Magura, J.L. No.71, R.S.232, R.S. Dag No.1014 corresponding to L.R. Dag No.1181 and L.R. Khatian No.1107 and 1563 under P.S. Sonarpur and under the jurisdiction of Rajpur Sonarpur Municipality of Ward No.25 within Sub Registration Office at Sonarpur in the Dist- South 24 Parganas together with other property unto and in favour of SRI. NIKHIL GHOSH by and under a Deed of Sale which was registered on 3<sup>rd</sup> day of September, 2012 before the Office of A.D.S.R. Sonarpur and recorded in its Book No.I, CD Volume No.30, Page from 3208 to 3225, being No.11430 for the year 2012.

**AND WHEREAS** thus the said 1) SRI SANKAR KUMAR HALDER, 2) SRI JAGANNATH HALDER, 3) SRI NETAI HALDER, 4) SRI BALARAM HALDER, 5) SRI GOUR HALDER, 6) SMT SHAFALI BANERJEE, 7) SMT CHAITALI GANGULI, 8) SRI PANCHU GOPAL MUKHERJEE, 9) SRI LAXMI KANTA MUKHERJEE, 10) SRI SASANKA SAKHAR BANERJEE, 11) SRI RAM KRISHNA BANERJEE being the joint owners sold, conveyed and transferred **ALL THAT** piece and parcel of the land measuring more or less 15 decimals out of 30 decimals lying and situated at Mouza- Jagaddal, Pargana- Magura, J.L. No.71, R.S.232, R.S. Dag No.1014 corresponding to L.R. Dag No.1181 and L.R. Khatian No.1107 and 1563 under P.S. Sonarpur and under the

jurisdiction of Rajpur Sonarpur Municipality of Ward No.25 within Sub Registration Office at Sonarpur in the Dist- South 24 Parganas together with other property unto and in favour of SRI. NIKHIL GHOSH by and under a Deed of Sale which was registered on 3<sup>rd</sup> day of September, 2012 before the Office of A.D.S.R. Sonarpur and recorded in its Book No.I, CD Volume No.30, Page from 3190 to 3207, being No.11431 for the year 2012.

**AND WHEREAS** subsequently it has been found out that by mistake of the vendors the name of the said Smt. Atasi Bhadra does not reflect in the column of the vendor/s in the said two indentures dated 3<sup>rd</sup> September, 2012 being Nos. are 11430 and 11431. The said mistakes are only formal once and occurred due to unfortunate mutual mistake, carelessness, accidental omissions the parties/vendors in the said two indentures dated 3<sup>rd</sup> September, 2012 being Nos. are 11430 and 11431 and after long deliberation and careful consideration have decided and mutually agreed to rectify the said mistakes. There after Smt. Atasi Bhadra being the co-sharer by way of inheritance of ALL THAT piece and parcel of danga land measuring more or less 30 decimals lying and situated at Mouza- Jagaddal, Pargana- Magura, J.L. No.71, R.S.232, R.S. Dag No.1014 corresponding to L.R. Dag No.1181 and L.R. Khatian No.1107and 1563 under P.S. Sonarpur and under the jurisdiction of Rajpur Sonarpur Municipality of Ward No.25 within Sub Registration Office at Sonarpur in the Dist- South 24 Parganas sold, conveyed and transferred her share measuring more or less 5 decimals out of total 30 decimals lying and situated at Mouza- Jagaddal, Pargana- Magura, J.L. No.71, R.S.232, R.S. Dag No.1014 corresponding to L.R. Dag No.1181 and L.R. Khatian No.1107and 1563 under P.S. Sonarpur and under the jurisdiction of Rajpur Sonarpur Municipality of Ward No.25 within Sub Registration Office at Sonarpur in the Dist- South 24 Parganas together with other property unto and in favour of SRI. NIKHIL GHOSH by and under a Deed of Sale which was registered on 25<sup>th</sup> day of September, 2012 before the Office of A.D.S.R. Sonarpur and recorded in its Book No.I, CD Volume No.31, Page from 5224 to 5234, being No.11975 for the year 2012.

**AND WHEREAS** 1) SRI KARTIK MUKHERJEE, 2) SMT MIRA BANERJEE, 3) SMT CHABI ROY, 4) SMT MAYA CHATTERJEE are the absolute joint owners by way of purchase and inheritance of ALL THAT piece and parcel of Danga Land measuring more or less 120 decimals or 72 Cottahs 06

Chittaks 40 sq.ft. lying and situated at Mouza- Jagaddal, Pargana- Magura, J.L. No.71, R.S.232, 233, Touji No.47, 49, 63, 64 and 68, R.S. Dag No.1015, 1015/1377 and 1116 corresponding to L.R. Dag No.1182, 1326 and 1304 respectively appertaining to R.S. Khatian No.873 and 476 corresponding to L.R. Khatian No.1454 under P.S. Sonarpur and under the jurisdiction of Rajpur Sonarpur Municipality of Ward No.25 within Sub Registration Office at Sonarpur in the Dist- South 24 Parganas and enjoying the same free from all encumbrances by paying rents and taxes to the authority concern regularly without any interruption, claim and demand whatsoever.

**AND WHEREAS** thus the said 1) SRI KARTIK MUKHERJEE, 2) SMT MIRA BANERJEE, 3) SMT CHABI ROY, 4) SMT MAYA CHATTERJEE being the joint owners sold, conveyed and transferred ALL THAT piece and parcel of the land measuring more or less 120 decimals or 72 Cotthas 06 Chittaks 40 sq.ft. lying and situated at Mouza- Jagaddal, Pargana- Magura, J.L. No.71, R.S.232, 233, Touji No.47, 49, 63, 64 and 68, R.S. Dag No.1015, 1015/1377 and 1116 corresponding to L.R. Dag No.1182, 1326 and 1304 respectively appertaining to R.S. Khatian No.873 and 476 corresponding to L.R. Khatian No.1454 under P.S. Sonarpur and under the jurisdiction of Rajpur Sonarpur Municipality of Ward No.25 within Sub Registration Office at Sonarpur in the Dist- South 24 Parganas together with other property unto and in favour of 1) SRI. NIKHIL GHOSH, 2) SMT. SOMA GHOSH, 3) SRI. RATAN KUMAR GHOSH and 4) SMT. MOM GHOSH by and under a Deed of Sale which was registered on 1<sup>st</sup> day of October, 2012 before the Office of A.D.S.R. Sonarpur and recorded in its Book No.I, CD Volume No.32, Page from 3782 to 3797, being No.12295 for the year 2012.

**AND WHEREAS** one SMT SUJATA HALDER the absolute owner by way of purchase of ALL THAT piece and parcel of Danga Land measuring more or less 04 Cotthas lying and situated at Mouza- Jagaddal, Pargana- Magura, J.L. No.71, R.S.232, R.S. Dag No. 1116 corresponding to L.R. Dag No.1304 respectively appertaining to R.S. Khatian No. 476 corresponding to L.R. Khatian No.1863 and 2630 under P.S. Sonarpur and under the jurisdiction of Rajpur Sonarpur Municipality of Ward No.25 within Sub Registration Office at Sonarpur in the Dist- South 24 Parganas and enjoying the same free from all encumbrances by paying rents and taxes to the authority concern regularly without any interruption, claim and demand whatsoever.



**AND WHEREAS** thus the said **SMT SUJATA HALDER** being the absolute owners sold, conveyed and transferred ALL THAT piece and parcel of the land measuring more or less 02 Cotthas lying and situated at Mouza- Jagaddal, Pargana- Magura, J.L. No.71, R.S.232, R.S. Dag No. 1116 corresponding to L.R. Dag No.1304 respectively appertaining to R.S. Khatian No. 476 corresponding to L.R. Khatian No.1863 and 2630 under P.S. Sonarpur and under the jurisdiction of Rajpur Sonarpur Municipality of Ward No.25 within Sub Registration Office at Sonarpur in the Dist- South 24 Parganas together with other property unto and in favour of **1) SRI NIKHIL GHOSH, 2) SMT SOMA GHOSH, 3) SRI RATAN KUMAR GHOSH and 4) SMT MOM GHOSH** by and under a Deed of Sale which was registered on 18<sup>th</sup> day of October, 2012 before the Office of A.D.S.R. Sonarpur and recorded in its Book No.I, CD Volume No.34, Page from 3468 to 3482, being No.13086 for the year 2012.

**AND WHEREAS** thus the said **SMT SUJATA HALDER** being the absolute owners sold, conveyed and transferred ALL THAT piece and parcel of the land measuring more or less 02 Cottahs lying and situated at Mouza- Jagaddal, Pargana- Magura, J.L. No.71, R.S.232, R.S. Dag No. 1116 corresponding to L.R. Dag No.1304 respectively appertaining to R.S. Khatian No. 476 corresponding to L.R. Khatian No.1863 and 2630 under P.S. Sonarpur and under the jurisdiction of Rajpur Sonarpur Municipality of Ward No.25 within Sub Registration Office at Sonarpur in the Dist- South 24 Parganas together with other property unto and in favour of **1) SRI NIKHIL GHOSH, 2) SMT SOMA GHOSH, 3) SRI RATAN KUMAR GHOSH and 4) SMT MOM GHOSH** by and under a Deed of Sale which was registered on 26<sup>th</sup> day of November, 2012 before the Office of A.D.S.R. Sonarpur and recorded in its Book No.I, CD Volume No.36, Page from 6477 to 6490, being No.13933 for the year 2012.

**AND WHEREAS** **1) SRI SAROJ CHAKRABORTY @ SARAJU CHAKRABORTY 2) SRI NABA KUMAR CHAKRABORTY, 3) SMT SUBHRA NATH ( CHAKRABORTY), 4) SMT RITA @ KUMKUM GOSWAMI (CHAKRABORTY)** are the absolute joint owners by way of inheritance of ALL THAT piece and parcel of Danga Land measuring more or less 01 Cotthas 04 Chittaks 30 sq.ft. lying and situated at Mouza- Jagaddal, Pargana- Magura, J.L. No.71, R.S.232, R.S. Dag No.1012 and 1136 corresponding to L.R. Dag No.1179 and 1328 respectively appertaining to R.S. Khatian No.1158 corresponding to L.R. Khatian No.361, 472, 714, 1435 and 1533 under P.S.

Sonarpur and under the jurisdiction of Rajpur Sonarpur Municipality of Ward No.25 within Sub Registration Office at Sonarpur in the Dist- South 24 Parganas and enjoying the same free from all encumbrances by paying rents and taxes to the authority concern regularly without any interruption, claim and demand whatsoever.

**AND WHEREAS** thus the said **1) SRI SAROJ CHAKRABORTY @ SARAJU CHAKRABORTY 2) SRI NABA KUMAR CHAKRABORTY, 3) SMT SUBHRA NATH ( CHAKRABORTY), 4) SMT RITA @ KUMKUM GOSWAMI (CHAKRABORTY)** being the joint owners sold, conveyed and transferred ALL THAT piece and parcel of the land measuring more or less 01 Cotthas 04 Chittaks 30 sq.ft. lying and situated at Mouza- Jagaddal, Pargana- Magura, J.L. No.71, R.S.232, R.S. Dag No.1012 and 1136 corresponding to L.R. Dag No.1179 and 1328 respectively appertaining to R.S. Khatian No.1158 corresponding to L.R. Khatian No.361, 472, 714, 1435 and 1533 under P.S. Sonarpur and under the jurisdiction of Rajpur Sonarpur Municipality of Ward No.25 within Sub Registration Office at Sonarpur in the Dist- South 24 Parganas together with other property unto and in favour of SRI. NIKHIL GHOSH by and under a Deed of Sale which was registered on 3<sup>rd</sup> day of January, 2014 before the Office of A.D.S.R. Sonarpur and recorded in its Book No.I, CD Volume No.1, Page from 650 to 665, being No.00092 for the year 2014.

**AND WHEREAS** by virtue of those purchases through the aforesaid deeds said **1) SRI NIKHIL GHOSH, 2) SMT SOMA GHOSH, 3) SRI RATAN KUMAR GHOSH and 4) SMT MOM GHOSH** become the absolute joint owners of ALL THAT piece and parcel of Bahutal Abasan, pukur and pukur par land measuring more or less 117 Cottahs 1 Chittaks 40 sq.ft. lying and situated at Mouza- Jagaddal, Pargana- Magura, J.L. No.71, R.S.232, 233 Touji No.47, 49, 63, 64 and 68, R.S Khatian No. 873, 476, 1158, R.S Dag No. 1116, 1015, 1015/1377, 1014, 1013, 1012(P), L.R Khatian No. 3760, 3473, 3255, 3256, 3257, 3340, 3387, 3391, L.R Dag No. 1304, 1326, 1179, 1182, 1180, 1181, P.S. Sonarpur and under the jurisdiction of Rajpur Sonarpur Municipality of Ward No.25 within Sub Registration Office at Sonarpur in the Dist- South 24 Parganas and enjoying the same free from all encumbrances by paying rents and taxes to the authority concern regularly without any interruption, claim and demand whatsoever.

**AND WHEREAS** the said joint owners namely **1) SRI NIKHIL GHOSH, 2) SMT SOMA GHOSH, 3) SRI RATAN KUMAR GHOSH and 4) SMT MOM GHOSH** applied in the B.L. & L.R.O. for mutation their name in the R.O.R. and after the suchmutation they are become the absolute joint owners of ALL THAT piece and parcel of above mentioned. i.e.117 Cottahs 1 Chittaks 40 sq.ft lying and situated at Mouza- Jagaddal, Pargana- Magura, J.L. No.71, R.S.232, 233 Touji No.47, 49, 63, 64 and 68, R.S Khatian No. 873, 476, 1158, R.S Dag No. 1116, 1015, 1015/1377, 1014, 1013, 1012(P), L.R Khatian No. 3760, 3473, 3255, 3256, 3257, 3340, 3387, 3391, L.R Dag No. 1304, 1326, 1179, 1182, 1180, 1181, P.S. Sonarpur and under the jurisdiction of Rajpur Sonarpur Municipality of Ward No.25 within Sub Registration Office at Sonarpur in the Dist- South 24 Parganas and enjoying the same free from all encumbrances by paying rents and taxes to the authority concern regularly without any interruption, claim and demand whatsoever.

**AND WHEREAS** thus the said **SMT SOMA GHOSH** gifted ALL THAT piece and parcel of danga land measuring more or less 10 decimals split up( 5 decimals of land out of 14.5 decimals of R.S. Dag No.1015 corresponding to L.R. Dag No.1182 and 5 decimals of land out of 14.5 decimals of R.S. Dag No.1015/1377 corresponding to L.R. Dag No.1326under R.S. Khatian No.476 and 873 corresponding to L.R. Khatian No.3257) lying and situated at Mouza- Jagaddal, Pargana- Magura, J.L. No.71, R.S.232, Touji No.47, 49, 63, 64 and 68, P.S. Sonarpur and under the jurisdiction of Rajpur Sonarpur Municipality of Ward No.25 within Sub Registration Office at Sonarpur in the Dist- South 24 Parganas in favour of **SMT AMITA GHOSH** by and under a Deed of Gift which was executed on 8<sup>th</sup> day of May, 2015 before the Office of A.D.S.R. Sonarpur and recorded in its Book No.I, CD Volume No.1608-2015, Page from 4124 to 4138, being No.160802611 for the year 2015.

**AND WHEREAS** thus the said **SRI RATAN KUMAR GHOSH** and **SRI NIKHIL GHOSH** are jointly gifted ALL THAT piece and parcel of undivided danga land measuring more or less 10 decimals out of 29 decimals of land out of 58 decimals of R.S. Dag No.1015 corresponding to L.R. Dag No.1182 under R.S. Khatian No. 873 corresponding to L.R. Khatian No.3254, 3256 lying and situated at Mouza- Jagaddal, Pargana- Magura, J.L. No.71, R.S.232, Touji No.47, 49, 63, 64 and 68, P.S. Sonarpur and under the jurisdiction of Rajpur Sonarpur Municipality of Ward No.25 within Sub Registration Office at Sonarpur in the

Dist- South 24 Parganas in favour of SMT. SHEFALI GHOSH by and under a Deed of Gift which was executed on 8<sup>th</sup> day of May, 2015 before the Office of A.D.S.R. Sonarpur and recorded in its Book No.I, CD Volume No.1608-2015, Page from 4139 to 4153, being No.160802612 for the year 2015.

**AND WHEREAS** thus the said **SRI. RATAN KUMAR GHOSH** and **SRI. NIKHIL GHOSH** are jointly gifted ALL THAT piece and parcel of undivided danga land measuring more or less 10 decimals out of 29 decimals of land out of 58 decimals of R.S. Dag No.1015/1377 corresponding to L.R. Dag No.1326 under R.S. Khatian No. 873 corresponding to L.R. Khatian No.3254, 3256 lying and situated at Mouza- Jagaddal, Pargana- Magura, J.L. No.71, R.S.232, Touji No.47, 49, 63, 64 and 68, P.S. Sonarpur and under the jurisdiction of Rajpur Sonarpur Municipality of Ward No.25 within Sub Registration Office at Sonarpur in the Dist- South 24 Parganas in favour of SMT. SHEFALI GHOSH by and under a Deed of Gift which was executed on 8<sup>th</sup> day of May, 2015 before the Office of A.D.S.R. Sonarpur and recorded in its Book No.I, CD Volume No.1608-2015, Page from 4154 to 4168, being No.160802614 for the year 2015.

**AND WHEREAS** thus the said **SRI. NIKHIL GHOSH** gifted ALL THAT piece and parcel of undivided land measuring more or less 10 decimals out of 30 decimals of land of R.S. Dag No.1014 corresponding to L.R. Dag No.1181 and L.R. Khatian No.3271 lying and situated at Mouza- Jagaddal, Pargana- Magura, J.L. No.71, R.S.232, Touji No.47, 49, 63, 64 and 68, P.S. Sonarpur and under the jurisdiction of Rajpur Sonarpur Municipality of Ward No.25 within Sub Registration Office at Sonarpur in the Dist- South 24 Parganas in favour of **SRI. RATAN KUMAR GHOSH** by and under a Deed of Gift which was executed on 8<sup>th</sup> day of May, 2015 before the Office of A.D.S.R. Sonarpur and recorded in its Book No.I, CD Volume No.1608-2015, Page from 4169 to 4183, being No.160802615 for the year 2015.

**AND WHEREAS** thus the said **SMT. MOM GHOSH** gifted ALL THAT piece and parcel of undivided land measuring more or less total 10 decimals split up (5 decimals of land out of 14.50 decimals of land of R.S. Dag No.1015 corresponding to L.R. Dag No.1182 and rest 5 decimals of land out of 14.5 decimals land in R.S. Dag No.1015/1377, L.R. Dag No.1326 under R.S. Khatian No. 873 corresponding to L.R. Khatian No.3255) lying and situated at Mouza- Jagaddal, Pargana- Magura, J.L. No.71, R.S.232, Touji No.47, 49, 63, 64 and 68, P.S. Sonarpur and under the jurisdiction of Rajpur Sonarpur Municipality of Ward No.25 within Sub

Registration Office at Sonarpur in the Dist- South 24 Parganas in favour of SMT. TAPASI MUHKERJEE by and under a Deed of Gift which was executed on 8<sup>th</sup> day of May, 2015 before the Office of A.D.S.R. Sonarpur and recorded in its Book No.I, CD Volume No.1608-2015, Page from 4374 to 4388, being No.160802616 for the year 2015.

**AND WHEREAS** thus the said **SRI. NIHIL GHOSH** gifted ALL THAT piece and parcel of undivided danga land measuring more or less total 10 decimals out of which 30 decimals of land of R.S. Dag No.1014 corresponding to L.R. Dag No.1181 under L.R. Khatian No.3271 lying and situated at Mouza- Jagaddal, Pargana- Magura, J.L. No.71, R.S.232, Touji No.47, 49, 63, 64 and 68, P.S. Sonarpur and under the jurisdiction of Rajpur Sonarpur Municipality of Ward No.25 within Sub Registration Office at Sonarpur in the Dist- South 24 Parganas in favour of SMT. SOMA GHOSH by and under a Deed of Gift which was executed on 8<sup>th</sup> day of May, 2015 before the Office of A.D.S.R. Sonarpur and recorded in its Book No.I, CD Volume No.1608-2015, Page from 4374 to 4388, being No.160802616 for the year 2015.

**AND WHEREAS** by virtue of those purchase and gifts through the aforesaid deeds said **1) SRI. RATAN KUMAR GHOSH, (2) SRI. NIKHIL GHOSH, 3) SMT. SOMA GHOSH 4) SMT. AMITA GHOSH, 5) SMT. SHEFALI GHOSH, 6) SMT. MOM GHOSH AND 7) SMT. TAPASHI MUKHERJEE** are the absolute joint owners of ALL THAT piece and parcel of Bahutal Abasan, pukur par and pukur land measuring more or less 117 Cottahs 1 Chittaks 40 sq.ft lying and situated at Mouza- Jagaddal, Pargana- Magura, J.L. No.71, R.S.232, 233 Touji No.47, 49, 63, 64 and 68, , R.S Khatian No. 873, 476, 1158, R.S Dag No. 1116, 1015, 1015/1377, 1014, 1013, 1012(P), L.R Khatian No. 3760, 3473, 3255, 3256, 3257, 3340, 3387, 3391, L.R Dag No. 1304, 1326, 1179, 1182,1180, 1181, P.S. Sonarpur and under the jurisdiction of Rajpur Sonarpur Municipality of Ward No.25 within Sub Registration Office at Sonarpur in the Dist- South 24 Parganas and enjoying the same free from all encumbrances by paying rents and taxes to the authority concern regularly without any interruption, claim and demand whatsoever.

**AND WHEREAS** the said joint owners namely, **1. NIKHIL GHOSH, 2. SMT. SOMA GHOSH, 3. RATAN KUMAR GHOSH, 4. SMT. MOM GHOSH, 5. SMT. SHEFALI GHOSH, 6. SMT. AMITA GHOSH and 7. SMT. TAPASHI**

**MUKHERJEE** muted their land in the B.L and L.R.O office accordingly they have muted their land in Rajpur Sonarpur Municipality .

**AND WHEREAS** now the owners herein seized and possessed of or otherwise well and sufficiently entitled to as the full and absolute owner of **ALL THAT** piece and parcel of said land hereditament and premises containing by estimation an area of **117 COTTAHS 1 CHITTAKS 40 SQ.FT.** split up the lands in following manner lying and situated at Mouza- Jagaddal, Pargana- Magura, J.L. No.71, R.S.232, 233 Touji No.47, 49, 63, 64 and 68, , R.S Khatian No. 873, 476, 1158, R.S Dag No. 1116, 1015, 1015/1377, 1014, 1013, 1012(P), L.R Khatian No. 3760, 3473, 3255, 3256, 3257, 3340, 3387, 3391, L.R Dag No. 1304, 1326, 1179, 1182, 1180, 1181, P.S. Sonarpur and under the jurisdiction of Rajpur Sonarpur Municipality of Ward No.25 within Sub Registration Office at Sonarpur in the Dist- South 24 Parganas more fully and particularly described and mentioned in the **FIRST SCHEDULE** hereunder written and hereinafter for the sake of brevity referred to as the **SAID PREMISES**.

**AND WHEREAS** the owners with the intention of beneficial and profitable users of the **SAID PREMISES** has approached the Developers with a proposal of development of the **SAID PREMISES** on Joint Venture Basis for mutual interest and benefit.

**AND WHEREAS** the developer has now agreed to develop the said premises on the terms and conditions and stipulations hereunder appearing and also agreed to enter to this joint venture agreement for further guidance concerning mutual rights and obligations.

**AND WHEREAS** Said land is earmarked for the purpose of building a commercial cum residential project comprising of Multi-Storied apartment building having facilities there at and the said project shall be known as “**SU CASA VALLEY**”.

**AND WHEREAS** The promoter is fully competent to enter into this agreement and all the legal formation 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.

**AND WHEREAS.** The Rajpur-Sonarpur Municipality has granted the commencements Certificate to develop the project vide sanction approval 43/REV/03/25/12, dated 07.06.2022

**AND WHEREAS.** The Vendor has obtained the first lay-out plan, sanctioned plan, specifications and approval for the project and also for the apartment from the Rajpur-Sonarpur Municipality. The promoter agrees and undertakes that he shall not make any changes to the approved plan except in strict compliance with sec. 14 of the Act and other laws as applicable.

**AND WHEREAS** The Vendor has registered the project under the provisions of the Act with the W.B. Real Estate Regulatory Authority at Kolkata on RERA Application No . **WBRERA/NPR-000523**.

**AND WHEREAS** The Allottee/Purchaser had applied for an apartment in the project vide application Dated- **15<sup>th</sup> April'2023**, Carpet area – **668** sq.ft, Built up area of **761** sq.ft., verandah area of **35** sq.ft., and Maintenance chargeable area- **1147** sq.ft, on the **South Eastern** side of **1<sup>st</sup>** floor, Flat No- **1D** in Block- C, and one Covered Independent car parking space, as permissible under the applicable law and of pro-rata share in the common area hereinafter referred to as the apartment more particularly described in Schedule “A” and the floor Plan is annexed hereto and marked as schedule “B”.

**AND WHEREAS** The parties have gone through all the terms and conditions set out in this agreement and understood the mutual rights and obligations detailed herein:

**AND WHEREAS** 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:

**AND WHEREAS** 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.

Additional Disclosures/Details by the Promoter to the Allottee:

- a) For a regulated and disciplined use of the parking spaces, the Promoter has reserved the right to allot parking facility to the interested allottees applying for the same in an organized manner whereby each applicant allottee shall be allotted, parking facility of the type applied by him in an identified space, at the Promoter’s discretion.
- b) The other disclosures, details and additional terms are mentioned at several places in the Agreement and in the Schedules hereto and are agreed between the parties hereto.

- c) . The Allottee accepts and acknowledges all the disclosures, details and additional terms mentioned above and connected thereto and agrees not to raise any objection or dispute with regard thereto. The Allottee accepts that none of the aforesaid disclosures, details or terms affect the execution of the Project which is a building complex with its own common areas and amenities and in any event, the Allottee upon understanding the same and the intent and purport thereof doth hereby provide to the Promoter its express consent in respect of all acts, deeds and things done or that may be done by the Promoter in connection with the aforesaid disclosures, details and additional/connected terms.
- d) 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, 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; L. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment and the garage/car parking space as specified.

**1.TERMS:**

**1.1** Subject to the terms and conditions as detailed in this agreement, the Vendor agrees to sell to the allottee and the allottee hereby agrees to purchase, the (Apartment) as specified in para H.

**1.2** The Total Price for Flat No....., ..... Floor, Block No. ...., having Carpet Area ..... sq. ft.(Maintenance chargeable Area-..... sq.ft.) along with ..... no. Of Covered Independent parking space is **Rs. ..../- (Rupees .....)** (Total Price):

The break up of Total price is as follows:

- |  |                   |
|--|-------------------|
| a) Value of <b>Flat No.....</b> ... <b>floor, Block-</b> ... | <b>Rs...../-</b>  |
| b) Value of car parking space                                | <b>Rs. ..../-</b> |
| Total Price :  | <b>Rs. ..../-</b> |

Plus Applicable GST other charges as mentioned in the schedule C

**Explanation:**



- i. The total price above includes the booking amount paid by the allottee to the Vendor towards the (Apartment):
- ii. The Total Price above **excluding** taxes (consisting of tax paid or payable by the Promoter by way of G.S.T. and CESS or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) up to the date of handing over the possession of the apartment to the allottee and the project to the association of allottee or the competent authority, as the case may be, after obtaining the completion certificate;
- iii. 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; Provided further that if there is any increase in the taxes after the expiry of the schedule date of completion of the project as per registration with the authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the allottee;
- iv. The Promoter shall periodically intimate to the Allottee(s), the amount payable as stated in (i) above and the Allottee(s) shall make payment demanded by the Promoter within 15 days from the date of such written intimation/demand. In addition, the Promoter shall provide to the Allottee(s) 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;
- v. The Total Price (of unit) includes recovery of price of land, construction of the Common areas internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the unit, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per para 35 etc. and include cost for providing all other facilities, amenities and specifications to be provided within the (Apartment) and the Project.
- vi. The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @ (nil)% 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 any Allottee by the Promoter.

**1.3** 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. Provided that if there is any new imposition or increase of any development charges after the expiry of the schedule date of completion of the project as per registration with the authority, which shall include the extension of registration, if any, granted to the said project by the authority as per the Act, the same shall not be charged from the Allottee.

**1.4** The Allottee(s) shall make the payment plan set out in **Schedule C** (“Payment Plan”)

**1.5** 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 herein at **Schedule “D”** and **Schedule “E”** (which shall be in conformity with the advertisement, prospectus etc. on the basis of which sale is effected) in respect of the apartment, plot or building as the case may be, without the previous written consent of the Allottee as per the provisions of the Act. 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.

**1.6** The promoter shall confirm to the final carpet area that has been allotted to the Allottee after the construction of the Building is complete as per authority, by furnishing details of the changes, if any not more than 3 percent, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter, if there is reduction in the carpet area then the Vendor shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate prescribed 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, which is not more than

three percent of the carpet area of the apartment, allotted to Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in Schedule C. All these monetary adjustments shall be made at the same rate per square feet as agreed in part 1.2 of this agreement.

- 1.7** Subject to part 9.3 Vendor agrees and acknowledge, 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. It is clarified that the promoter shall hand over the common areas to the association of allottees after duly obtaining the completion certificate from the competent authority as provided in the Act.
  - iii)** That the computation of the price of the (Apartment) includes recovery 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, electrical connectivity to the apartment, lift, water line and plumbing, finishing with Painting, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per para 35 etc. and includes cost for providing all other facilities, amenities to be provided within the (Apartment) and the Project.
  - iv)** The Allottee has the right to visit the project site to assess the extent of development of the project and her apartment/plot, as the case may be.
- 1.8** It is made clear by the promoter and the Allottee agrees that the Apartment along with covered or open parking space shall be treated as a single invisible unit for all purpose. But the Developer can amalgamate other adjacent land for improvisation of the said Project. In this event the Allottee can not raise any objection in this regard.
- 1.09** The Promoter agrees to pay all outgoings before transferring the physical possession of the apartment to the allottee, 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 outgoing collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the apartment to the allottee, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoing 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 thereof by such authority or person.

- 1.10** The Allottee has paid a sum of **Rs. ....../-** (**Rupees .....**) as booking amount being part payment towards the Total Price of the unit/ 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 (Schedule C) as may be demanded by the Promoter within the time and in the time manner specified therein provided

that if the allottee delays in payment towards any amount which is payable, she shall be liable to pay/ interest at the prescribed rates 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 written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan (through A/C Payee Cheque/ Demand Draft/ Bankers cheque or online payment (as applicable) in favour of **“ETHA REALTY PRIVATE LIMITED” payable at Kolkata, SBI, SME, New Alipore Branch, IFSC- SBIN0012305, A/C No. 4129 5148 693**

- 2.1** In case the Allottee committing any delay or default in any payment to be made to the Promoter hereunder, then without prejudice to the other rights and remedies of the Promoter in respect of such default hereunder or under law, the Promoter may appropriate the subsequent payments made by the Allottee on such head/s of the defaulted amount and interest applicable thereon and in such manner as the Promoter may deem fit and proper and the Allottee shall not raise any objection, dispute or claim in respect thereof.

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

- 3.1** 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, 1934 and the Rules and Regulations made thereunder or any statutory amendments/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, approval 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 the 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 may be liable for any action under the Foreign Exchange Management Act 1999 or other laws as applicable, as amended from time to time.

- 3.2** The Promoter accepts no responsibility in regard to matters specified in para 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third-party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/ allotment of the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.
- 4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:** The Allottee authorizes the promoter to adjust appropriate all payment made by his/her under any head(s) of dues against lawful outstanding of the allottee against the Apartment, if any, in his/her name and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.
- 5. TIME IS ESSENCE:** The Promoter shall abide by the time schedule for completing the project as disclosed at the time of registration of the project with the Authority and towards handing over the (Apartment/Plot) to the Allottee and the common areas to the association of Allottees or the competent authority, as the case may be.
- 6. CONSTRUCTION OF THE PROJECT/APARTMENT:** The Allottee has seen the proposed layout plan, specifications, amenities and facilities (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, amenities and facilities, 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 by-laws. F.A.R and density norms and provisions prescribed by the Rajpur- Sonarpur 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 APARTMENT/PLOT:**

- 7.1** Schedule for possession of the said (apartment), The Promoter agrees and understands that timely delivery of possession of the (Apartment/Plot) to the allottee and the common areas to the association of allottees or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to hand over possession of the (Apartment) along with ready and complete common areas with all specifications, amenities and facilities of the project in place on or before December, 2026 unless there is delay or failure due to war, food, 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 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 a nature make it impossible for the contract to be implemented. The Allottee agrees and confirm that, in the event it become 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 the date. The Promoter shall intimate the allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the 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 as obligations and liabilities under this Agreement.

- 7.2** 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 two months from the date of issue of occupancy certificate. (Provided that, in the absence of local law, the conveyance deed in favour of the allottee shall be carried out by the Vendor within 3 months from the date of issue of occupancy certificate). The promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provision, formalities, documentation on part of the Promoter. The Allottee after taking possession agree(s) to pay the maintenance charges as determined by the Promoter/association of allottee, as the case may be after the issuance of the completion certificate for the project. The promoter on its behalf shall offer the possession to the Allottee in writing within 15 days of receiving the completion certificate of the Project.
- 7.3** Failure of Allottee to take possession of (Apartment): Upon receiving a written intimation from the Promoter (through email or speed post) as per para 7.2 the allottee shall take possession of the Apartment 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 para 7.2 such Allottee shall continue to be liable to pay maintenance charges as applicable and also all taxes and outgoings relating to the Apartment and for all damages to the Apartment and/or other parts of the building.
- 7.4** 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 Allottee or competent authority, as the case may be, as per the local laws:
- (Provided that, in the absence of any local law, the Promoter shall handover the necessary documents and plans, including common areas, to the association of allottees or the competent authority, as the case may be, within thirty days after obtaining the completion certificate)
- 7.5** Cancellation by Allottee: The Allottee shall have the right to cancel/withdraw his/her 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(which is total amount paid by Allottee upto the execution of this agreement i.e.10% of the Total Price) paid for the allotment. The balance amount of money paid by the Allottee (other than Taxes paid by the Allottee and/or stamp duty and registration charges incurred by the Allottee) shall be returned by the Promoter to the Allottee without interest, and without any loss to the promoter and only out of the amounts received by the Promoter against sale of the Apartment to any other interested person. The Allottee shall, at his own costs and expenses, execute all necessary cancellation related documents required by the Promoter/Developer.

**7.6 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 claim for interest and compensation under this provision 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 in para 7.1; or (ii) due to discontinuance of his business as a developer on an account of suspension or revocation of the registration under the Act, or for any other reason, the Promoter shall be liable, on demand to the allottees, in case the Allottee wishes to withdraw from the Project without prejudice to any other remedy available, to return the total amount received by him in respect of the (Apartment/Plot), with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within forty-five days of it becoming due; Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the (Flat) which shall be paid by the promoter to the Allottee within forty-five days of if becoming due.

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

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



- i) The Promoter has absolute, clear and marketable title with respect to the said Land; the required 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 Project;(In case there are any encumbrances on the land provide details of such encumbrances including any rights, interest and name of party in or over such land):

There are no litigation pending before any Court of law or authority 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 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 allottees or the competent authority, as the case may be;
- 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 Vendor 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 till the completion certificate has been issued and possession of apartment, plot or building, as the case may be along with common areas (equipped with all the specifications amenities and, facilities) has been handed over to the allottee and the association of allottees or the competent authority, as the case may be;
- xii) No notice from the Government or any other 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.

## **9. EVENTS OF DEFAULTS AND CONSEQUENCE:**

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

- i) Promoter fails to provide ready to move in possession of the (Apartment) to the Allottee within the time period specified in para 7.1 or fails to complete the project within the stipulated time disclose at the time of registration of the project with the Authority. For the purpose of this para 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the cause may be, has been issued by the competent authority;
- ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made there under.

**9.2** In case of Default by Promoter under the conditions listed above, Allottee is entitled to the following:- (i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allotteebe required to make the next payment without any interest,or (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to

refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the apartment, along with interest at the rate prescribed 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 prescribed in the Rules, for every month of delay till the handing over of the possession of the Apartment.

**9.3** 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 within 21 days from the date of 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 as prescribed in the Rules;
- (ii) In case of Default by Allottee mentioned under the condition listed above continues for a period beyond 2 (two) consecutive months from the date of notice from the Promoter in this regard, the Promoter may cancel the allotment of the Apartment in favour of the Allottee and refund the money paid to him by the Allottee after deducting the booking amount (which is total amount paid by Allottee up to the execution of this agreement i.e. 10% of the Total Price) paid and the interest liabilities of the Allottee with an option to pay the same directly to the bank account of the Allottee and this Agreement shall thereupon stand terminated: Such refund to the Allottee by the Promoter shall be made out of the amounts received by the Promoter against sale of the Apartment to any other interested person. (iii) Notwithstanding any contrary provisions, it is expressly agreed that no refund to the Allottee shall, under any circumstances whatsoever, be made of any amount paid by the Allottee on account of Taxes and/or stamp duty and registration charges incurred by the Allottee. The Allottee shall, at his own costs and expenses, execute all necessary documents required by the Promoter in this regard.

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

The Promoter on receipt of Total Price of the Apartment as per para 1.2 under 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 date of issuance of the occupancy certificate and the completion certificate, as the case may be, to the allottee:

(Provided that, in the absence of local law, the conveyance deed in favour of the allottee shall be carried out by the promoter within 3 months from the date of issue of occupancy certificate and Electrical connection from WBSEDCL). However, in case the Allottee fails to deposit the stamp duty and/or registration charges within the period mentioned, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee.

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

The Promoter shall be responsible to provide and maintain essential service in the Project till taking over of the maintenance of the Project by the allottees upto 5 years from the receipt of completion certificate of the project. The cost of such maintenance has not 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 Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter by the Allottee within a period of 5 (five) years from the date of completion certificate and/or partial completion certificate of the building in which the Unit is situated, as the case may be, the parties shall refer the matter to the Architect for the Project who shall verify the same and direct the Promoter to proceed or not to proceed with the rectification of the defects upon considering the submission of the parties and the terms and conditions hereof and then it shall be the duty of the Promoter to start rectifying such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act Provided Further That the obligation or liability of the Promoter shall not arise if the defect has arisen owing to any Force Majeure event or owing to act or omission of the Allottee or any other allottees or Association of allottees and/or any other person or if the portion alleged to have the defect has already been altered before the Promoter is able to view the same or if the related annual maintenance contracts and other licenses are not validly maintained by the association of allottees or competent authority. The

Allottee is/are aware that any change, alteration including breaking of walls or any structural members or the construction of any new wall or structural member will result in immediate cessation of the Promoter's obligation to rectify any defects or compensate for the same as mentioned in this Clause. The decision of the Architect in respect of the matter referred to in this clause shall be final and binding upon both the Promoter and the Allottee.

However any defect in materials, fittings and fixtures purchased from suppliers/manufacturers of these items shall not be the responsibility of the Promoter and shall be governed by the warranty rules of such manufacturers. Be it also mentioned here that any structural and/or material defect or damages resulting due to actions of the Allottee shall not be the liability of the Promoter and the Allottee shall be solely responsible and liable for rectification of such defects/damages.

**13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:**

The Promoter/Maintenance agency of the association of allottees shall have rights and unrestricted access of all Common Areas, garage and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the Promoter/Maintenance Agency to enter into the Apartment/Plot 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 or for inspection and requiring the Allottee to remedy any want of repair.

- 14. USAGE: Use of Service Areas:** The service areas, if any, as located within the ('SU CASA VALLEY'), shall be earmarked for purpose such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, Pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted use 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.

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

- 15.1** Subject to Para 12 above, the Allottee shall after taking possession, be solely responsible to maintain the Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment, or the staircases, lift, 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.
- 15.2 The Allottee further undertakes, assures and guarantees that he/she would not put any sign- board/name-plate, neon light, publicity material or advertisement material etc. on the face `façade of the Building or any where on the exterior of the Project, buildings thereon or Common Areas. The Allottees also will not provide shoe rack in the common spaces. 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 and shall make grills on the windows/balcony, without any extension of the design AND COLOUR provided by the developer. 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 and also shall not disturb/damage load bearing structure of the building in any way.
- 15.3 The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of Allottees and/or maintenance agency appointed by association of Allottees. The Allottee shall be responsible for any loss damages arising out of breach of any of the aforesaid conditions.

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

- 16.1** Subject to para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or 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 after 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.

- 16.2** The Allottee further undertakes, Assures and guaranties that he/she would not put any sign-board/ name plate, neon light, publicity material or advertisement material etc. on the face facade of the Building or anywhere on the exterior of the Project, building therein or Common Area. The Allottee shall also not 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 passage or staircase of the Building. The Allottee shall also not remove any wall including the outer and load bearing wall of the Flat.
- 16.3** The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of allottee 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 PARTIES:**  
The Allottee is entering into this Agreement for the allotment of 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 own cost.
- 18. ADDITIONAL CONSTRUCTION:** The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan, layout plan, sanction plan and specification, amenities and facilities has been approved by the competent authority(ies) and disclosed, except for provided in the Act. Unless approved modification or approved revised plan.
- 19. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:**  
After the 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 like such (Apartment/Building).

**20. APARTMENT OWNERSHIP ACT (OR THE RELEVANT STATE ACT):**

The Promoter has assured the Allottee that the project in its entirety is in accordance with the provision of the Agreement.

**21. BINDING EFFECT:** Forward the Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter of the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedule 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 at A.D.S.R. Sonarpur 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 Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (Thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

**22. ENTIRE AGREEMENT:** This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotments letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment.

**23. RIGHT TO AMEND:** This Agreement may only be amended through written consent of the Parties.

**24. PROVISIONS OF THIS AGREEMENT APPLICATION ON ALLOTEE/ 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 Apartment and the Project shall equally be applicable to and enforceable against and any



subsequent Allottee of the Apartment, in case of a transfer, as the said obligations so along with the Apartment for all intense and purposes.

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

**25.1** 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 (Annexure C) 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 Allottee.

**25.2** Failure on the part of the Parties to enforce any time or for any period of time the provisions hereof shall not be constructed to be a waiver of any provision or 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 Regulation made there under 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 there under or the applicable law, as the case may execution of this Agreement.

**27. METHOD CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:** Wherever in this Agreement is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in the Project, the same be the proportionate which the carpet area of the Apartment bears to the total carpet area of the Apartment.

**28. FURTHER ASSURANCE:** Both Parties agree that they shall execute, acknowledge and deliver to the other such instrument and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in other 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 completed 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 Kolkata 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 at A.D.S.R. Sonarpur. Hence this Agreement shall be deemed to have been executed at Kolkata.

- 30. NOTICE:** That all notice 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 the Allottee –

1) .....

2) .....

**Address:** .....

Promoter Name: **ETHA REALTY PVT. LTD.**

Address : “BASUMATI” 825, Mahamayatala Road, P.O. Garia, P.S. Sonarpur, Kolkata- 700 084.

It shall be the duty of the Allottee and the Promoter to inform each other 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 at the address given by him/her which shall for all intents and purpose to consider as property served on all the Allottee.
- 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 Act and the Rules and Regulations made thereunder including other applicable laws of India for the time being in force.
- 33. DISPUTE RESOLUTION:** All or any disputes arising out or touching upon or relation to the terms and conditions of the Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion,

failing which the same be settled through the Adjudicating Officer appointed under the Act or as amended from time to time and all disputes and differences relating to the Apartment in the Project shall be subject to exclusive jurisdiction of Courts at Kolkata and Kolkata only.

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

### **SCHEDULE "A"**

**(Description of the LAND with Boundaries in all four directions)**

**ALL THAT** piece and parcel of Bahutal Abasan, pukur and pukur par land measuring more or less 117 Cottahs 1 Chittaks 40 sq.ft. lying and situated at Mouza- Jagaddal, Pargana- Magura, J.L. No.71, R.S.232, 233 Touji No.47, 49, 63, 64 and 68, P.S. Sonarpur and under the jurisdiction of Rajpur Sonarpur Municipality of Ward No.25 within Sub Registration Office at Sonarpur in the Dist- South 24 Parganas(South)

### **BUTTED AND BOUNDED BY**

**On the North : By Land of R.S. Dag No. 1111, 1116, 1117, 1119**  
**On the South : By Land of R.S. Dag No. 1134, 1135, 1136, 1137,**

**On the East: By Land of R.S. Dag No. 1116 (P) and 10m wide Municipal Road .**

**On the West : By 7m wide Municipal Road .**

**A.i) (Description of the Apartment and Parking along with Boundaries in all four directions)**

**SCHEDULE "B"**

**PART-I**

**(The Said Flat)**

**ALL THAT** the flat/covered space being No. .... in the ..... side of the .... Floor of "**Block- ...**" of the Said Complex, named "**SU CASA VALLEY**", having a Carpet Area of ..... square feet, more or less (Excluding One Balcony having a carpet area of ..... sq.ft), consist of ... (....) Bed Rooms, 1 (One) Living/Dining Space, 1 (One) Kitchen, 2 (Two) toilets, more fully delineated on the Map annexed hereto, marked "**B**" and bordered "**GREEN**" thereon.

**PART-II**

**(The Parking Space)**

**ALL THAT** the right to park in the Said Parking Space in the said complex for parking, ..... Car of the purchaser, allotted to the purchaser, with the car parking space allotted or to be allotted.

**SCHEDULE - C**

**(Schedule of payment of the Price)**

Sl.No	Mode of payment of the Price	Amount (Rs.)
1.	ON APPLICATION	10%+ GST

2.	ON AGREEMENT	10% + GST
3.	ON PILING OF THE SAID BLOCK	5% + GST
4.	ON FOUNDATION OF THE SAID BLOCK	5% + GST
5.	ON GROUND FLOOR ROOF CASTING	10% + GST
6.	ON 1 <sup>st</sup> FLOOR ROOF CASTING	10% + GST
7.	ON 3 <sup>rd</sup> FLOOR ROOF CASTING	10% + GST
8.	ON 5 <sup>th</sup> FLOOR ROOF CASTING	10% + GST
9.	ON 7 <sup>th</sup> FLOOR ROOF CASTING	10% + GST
10.	ON COMPLETION OF BRICKWORK OF THE SAID FLAT	10% + GST
11	ON COMPLETION OF FLOORING OF THE SAID FLAT	5% + GST
12.	ON OFFER OF POSSESSION	5% + GST
<b>Total:</b>		<b>100%/-+GST</b>

(Rupees .....) only.

#### MEMO OF CONSIDERATION

<u>Cheque No.</u>	<u>Amount</u>	<u>Dated</u>	<u>Banker's Name</u>

(Rupees.....Only)

In addition to the above, Maintenance charge @Rs. 3/sq.ft per month for 3 years and escalation @8% from 4<sup>th</sup> year, Club Development charges @ Rs. 125/-sq.ft, Sinking Fund - Rs.....

#### SCHEDULE "D"

**Specification, Amenities, Facilities (Which are part of the Apartment)**

Detail of provisions to be made in the flat/flats as follows: -

1. **STRUCTURE, BRICK WORK & WALLS:** R.C.C frame structure and Brick Claddings and internal wall finish with P.O.P and External weather coat paint with water proofing compound.
2. **FLOOR:** All floors except toilet and kitchen will be finished with vitrified tiles of size 2'x 2'with skirting.
3. **TOILET:** Antiskid vitrified tiles on floors and ceramic tiles upto 6'-0" on walls. Concealed plumbing line with one hot and cold water line for geyser for common toilet only . Jaquar/Essco or equivalent CP fittings and Hindware and parryware or equivalent sanitary fittings.
4. **KITCHEN :** Cooking platform top will be finished with Black Granitemarble slab (11'- 0") length and stainless steel sink and glazed tiles will be provided ft. above cooking platform.
5. **DOORS :** All door frames will be sal wood/ hard wood and all doors will be flush door with fittings and fixings.
6. **WINDOWS:** Sliding aluminum windows with clear glass panes.
7. **ELECTRICAL:** Concealed wiring with proper gauge of copper wire in PVC conduit to be done in flats including point, switch, switch board cover etc. at suitable places in the following manner generally :-

SL NO	PLACE	LIGHT	FAN	CALLING BELL	TV/TEL	5AMP	15AMP
1	BED ROOM I	2	1		1	1	1
2	BED ROOM II	2	1			1	
3	BED ROOM III	2	1			1	
4	DINING/DRAWING	3	2	1	1	1	1
5	TOILET	1					
6	KITCHEN	1	2			1	1
7	VERANDA	1					
8	W.C	1					

**WATER SUPPLY:**

8. 24 hours water supply through Deep tube well.

**SCHEDULE "E"**

**Specification, Amenities Facilities (which are part of the Project)**

1. Land underneath the building and statutory open spaces.
2. Stair case above the roof level.
3. Common Passage and lobby on the ground floor.
4. Water pump, Over Head and underground water tank, water pipes and other common plumbing installations.
5. Drainage and Sewerage.
6. Boundary walls and main gates.
7. Automatic lifts/Lifts Well/ Lift Room.
8. The roof should be treated as common areas to all the purchasers of the residential flats in the said building.
9. Generator power 1000W for 2BHK and 1500W for 3BHK flat, A.C community hall, Swimming Pool, Water Treatment Plant (Iron removal only), Intercom System, CC.TV, Indoor games Space, roof top garden, Kids Corner, AC Gymnasium and Transformer for the said project.

**N.B. :** All fixtures such of any kinds of Fan, Bulb, Regulator, exhaust fan etc. to be supplied and to be fitted by the purchaser.

**IN WITNESS WHEREOF** parties herein above named have set their respective hands and signed this Agreement for sale at Kolkata in the presence of attesting witness, signing as such on the day first above written.

**SIGNED AND DELIVERED BY THE WITHIN NAMED:**

Signature of the Allotee

Signature:

**NAME:**

1) .....

2) .....

**Address:** .....

**SIGNED AND DELIVERED BY THE WITHIN NAMED:**

Signature of the Promoter

Signature:

**ETHA REALTY PVT. LTD.**  
  
**Director**

Name: Nikhil Ghosh

Address: 825, Mahamayatala Road, Kolkata-700084.

WITNESS:

1.

2.

Drafted By:

Advocate: