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-:: **BY AND BETWEEN** ::-

**“GREENGLEN CONSTRUCTION PRIVATE LIMITED”**, having PAN : AAGCG7273A, a Company incorporated under the Companies Act, 1956, having its registered Office at 65/3, Rai Bahadur Road, Post Office : Behala, Police Station : Behala, Kolkata : 700034, District : 24 Parganas (South), having represented by its Director **SRI SOURAV PANJA**, having PAN : BQIPP2455H, Aadhaar No.6035 3127 8809, son of Sri Gokul Chandra Panja, by creed : Hindu, Indian by National, by occupation : Business, residing at 65/3, Rai Bahadur Road, Post Office : Behala, Police Station : Behala, Kolkata : 700034, District : 24 Parganas (South), authorized vide hereinafter referred to as “the **PROMOTER/DEVELOPER**” (which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include the partners and partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrator of the last surviving partner and his/her/their assigns) of the **FIRST PART**.

**AND**

**SRI/SMT.....**, having PAN : ....., Aadhaar No....., wife of/son of/daughter of ....., by creed : ....., Indian by Nationality, by occupation : ....., residing at

.....  
....., hereinafter, referred to as “the **ALLOTTEE**” (which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include her heirs, executors, administrators, legal representatives and permitted assigns) of the **SECOND PART**.

The Promoter and the Allottee shall hereinafter be collectively referred to “**PARTIES**” and individually as a “**PARTY**”.

**INTERPRETATIONS/ DEFINITIONS :-**

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

- (a) “**ACT**” means the West Bengal Housing Industry Regulation Act 2017, (West Ben. Act XLI of 2017).
- (b) “**RULES**” means the West Bengal Housing Industry Regulation Rules 2018 made under the West Bengal Housing Industry Regulation Act 2017.
- (c) “**REGULATION**” means the Regulations made under the West Bengal Housing Industry Regulation Act 2017.
- (d) “**SECTION**” means a Section of the Act.

**WHEREAS :-**

- A. By virtue of a registered Deed of Conveyance, one Dhirendra Chandra Paul had purchased **ALL THAT** piece and parcel of land measuring about 1 (One) Cottah 4 (Four) Chittacks 31 (Thirty-One) Square Feet more or less together with 2 (Two) storied Building measuring more or less 1500 (One Thousand Five Hundred) Square Feet standing thereon, situate and lying at Mouza : Sahapur, Pargana : Magura, J.L. No.8, under Khatian No.1544, appertaining to Dag Nos.3610 & 3612, now known and numbered as Municipal Premises No.66/1, Roy Bahadur Road, Police Station : Behala, Kolkata : 700034, within the limits of the Kolkata Municipal Corporation, under Ward No.119, Additional District Sub-Registry Office at Behala, District : 24 Parganas (South) from the then Owner Smt. Santa Devi for the valuable consideration mentioned therein. The aforesaid Deed of Conveyance was registered on 11<sup>th</sup> August, 1982 in the Office of the Joint Sub-Registrar of Alipore at Behala and recorded in Book No.I, Volume No.58, Pages 174 to 181, Being No.2359 for the year 1982.
- B. After such purchase, the said Dhirendra Chandra Paul became the sole and absolute Owner of the aforesaid property and absolutely seized and possessed the same as Owner thereof by doing all acts of ownership.

- C. By virtue of a registered Deed of Conveyance, one Smt. Mita Paul @ Pratima Paul Chowdhuri had purchased **ALL THAT** piece and parcel of land measuring about 5 (Five) Cottahs 10 (Ten) Chittacks more or less together with 2 (Two) storied Building measuring more or less 2500 (Two Thousand Five Hundred) Square Feet standing thereon, situate and lying at Mouza : Sahapur, Pargana : Magura, J.L. No.8, under Khatian No.1544, appertaining to Dag Nos.3610 & 3612, now known and numbered as Municipal Premises No.67, Roy Bahadur Road, Police Station : Behala, Kolkata : 700034, within the limits of the Kolkata Municipal Corporation, under Ward No.119, Additional District Sub-Registry Office at Behala, District : 24 Parganas (South) from the then Owners Pranab Kumar Mukhopadhyay and Prabir Kumar Mukhopadhyay for the valuable consideration mentioned therein. The aforesaid Deed of Conveyance was registered on 4<sup>th</sup> August, 1982 in the Office of the Sub-Registrar at Alipore and recorded in Book No.I, Volume No.109, Pages 60 to 67, Being No.4310 for the year 1982.
- D. After such purchase, the said Smt. Mita Paul @ Pratima Paul Chowdhuri became the sole and absolute Owner of the aforesaid property and absolutely seized and possessed the same as Owner thereof by doing all acts of ownership.

- E. The aforesaid two properties are situated adjacent to each other and the Owners herein with an intention to amalgamate their aforesaid two properties into one single property for their mutual benefits gifted some portions from their respective properties amongst themselves by virtue of two separate registered Deed of Gifts both dated 19<sup>th</sup> November, 2015, out of which one was registered in the Office of the Additional District Sub-Registrar at Behala and registered in Book No.I, Being No.160708754 for the year 2015 and another one was registered in the Office of the Additional District Sub-Registrar at Behala and registered in Book No.I, Being No.160708755 for the year 2015.
- F. After such gifts, the aforesaid two properties amalgamated with each other and came into one single property having total land area of 6 (Six) Cottahs 14 (Fourteen) Chittacks 31 (Thirty-One) Square Feet more or less together with 2 (Two) storied Building measuring more or less 4000 (Four Thousand) Square Feet standing thereon, being known and numbered as Municipal Premises No.66/1, Roy Bahadur Road, Police Station : Behala, Kolkata : 700034, within the limits of the Kolkata Municipal Corporation, under Ward No.119, District : 24 Parganas (South) and they are enjoying

and possessing the same as joint Owners thereof by doing all acts and paying taxes thereto.

G. While absolutely seized and possessed the aforesaid property by said Dharendra Chandra Pal and Smt. Mita Paul @ Pratima Paul Chowdhuri as joint Owners thereof, said Dharendra Chandra Paul died intestate on 18<sup>th</sup> October, 2016 leaving behind him surviving his wife Smt. Mita Paul @ Protima Paul Chaudhuri, one son Puspal Paul and daughter Smt. Mala Kasnavis, as his only legal heirs and successors, who jointly inherited the undivided share of the aforesaid property left by the deceased.

H. In the manner stated above, the said Puspal Paul, Smt. Mala Kasnavis and Smt. Mita Paul @ Pratima Paul Chowdhuri, became the joint Owners of the aforesaid property i.e. **ALL THAT** piece and parcel of land measuring about 6 (Six) Cottahs 14 (Fourteen) Chittacks 31 (Thirty-One) Square Feet more or less together with 2 (Two) storied Building measuring more or less 4000 (Four Thousand) Square Feet standing thereon, situate and lying at Mouza : Sahapur, Pargana : Magura, J.L. No.8, under Khatian No.1544, appertaining to Dag Nos.3610 & 3612, being known and numbered as Municipal Premises No.66/1, Roy Bahadur

Road, Police Station : Behala, Kolkata : 700034, within the limits of the Kolkata Municipal Corporation, under Ward No.119, Additional District Sub-Registry Office at Behala, District : 24 Parganas (South), hereinafter called and referred to as “the **SAID PROPERTY/PREMISES**” and morefully described in the **SCHEDULE** – “A” hereunder written and duly mutated their names with the Office of the Kolkata Municipal Corporation and absolutely seized and possessed the same as joint Owners thereof by doing all acts of ownership and paying taxes thereto.

- I. While in enjoyment of the said property as joint Owners thereof, said said Puspal Paul, Smt. Mala Kasnavis and Smt. Mita Paul @ Pratima Paul Chowdhuri, entered into a registered Development Agreement with the Developer herein on 10<sup>th</sup> July, 2018 for development of the said premises. The aforesaid Agreement was duly registered in the Office of the District Sub-Registrar – II at Alipore, South 24 Parganas and registered in Book No.I, Volume No.1602-2018, Pages from 246612 to 246664, Being No.160207390 for the year 2018.
  
- J. Said said Puspal Paul, Smt. Mala Kasnavis and Smt. Mita Paul @ Pratima Paul Chowdhuri subsequently executed and registered a Development Power of Attorney in favour of **SRI**



**SOURAV PANJA**, son of Sri Gokul Chandra Panja of 65/3, Rai Bahadur Road, Post Office : Behala, Police Station : Behala, Kolkata : 700034, District : 24 Parganas (South) being the Director of "**GREENGLEN CONSTRUCTION PRIVATE LIMITED**" and empowered him to do all acts, Deeds and things regarding development of the said property by way of constructing Building and for doing all allied jobs as stated in the said Development Power of Attorney. The Deed was duly registered on 10<sup>th</sup> July, 2018 in the Office of the District Sub-Registrar - II at Alipore, South 24 Parganas and registered in Book No.I, Volume No.1602-2018, Pages from 257722 to 257754, Being No.160207699 for the year 2018.

- K. The said land is earmarked for the purpose of multistoried residential Building project comprising G+IV storied multistoried Apartment Buildings and the said project shall be known as "**PRASHANTI NIBASH**".
- L. 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.

- M. The Kolkata Municipal Corporation has granted the commencement certificate to develop the Project vide its approval dated 11<sup>th</sup> January, 2019, bearing Registration No.2018130275 (B.P. No.).
  
- N. The Promoter has obtained the final layout Plan, sanctioned Plan, Specification and approvals for the project and also for the Apartment, Plot or Building, as the case may be from Kolkata Municipal Corporation. The Promoter agrees and undertakes that it shall not make any changes to these approved Plans except in strict compliance with Section 14 of the Act and other Laws as applicable.
  
- O. The Promoter has been registered the project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at Kolkata on ..... under registration No.HIRA/P/KOL/...../.....
  
- P. The Allottee had applied for an Apartment in the Project vide Application No..... dated ..... and has been allotted Apartment No.....having super built up area of .....(.....in words.....) Square Feet, Type : “A” on the First Floor at its ..... side and one Car Parking Space measuring about .....(.....in words.....) Square Feet

more or less in the Ground Floor of the new Building named **PRASHANTI NIBASH**” as permissible under the applicable law and of pro rata share in the common areas (“**COMMON AREA**”) as defined under Clause : (m) of Section 2 of the Act (hereinafter referred to as “the **APARTMENT**”, more particularly described in **SCHEDULE** : “**A**” and the Floor Plan or the Apartment is annexed hereto and marked as **SCHEDULE** : “**B**”).

- Q. The Parties have gone through all the terms & conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- R. The Parties hereby confirm that they are signing this Agreement with full knowledge of the all laws, Rules, Regulations, Notifications etc. applicable to the Project.
- S. 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.
- T. 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.

**NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL REPRESENTATION, COVENANTS, ASSURANCES, PROMISES AND AGREEMENT CONTAINED HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES AGREE** as follows :-

1. **TERMS** :-

1.1 Subject to the terms & conditions as detailed in this Agreement, the Promoter hereby agrees to sell to the Allottee and the Allottee hereby agree to purchase the Apartment as specified in Para : "G".

1.2 The total Price for the Apartment based on the carpet area is Rs. ....(.....in words.....) only (Total Price) :-

Application No..... dated ..... and has been allotted Apartment No.A-3 having super built up area of .....(.....in words.....)Square Feet, Type : "A" on the First Floor at its North-Eastern side and one Car Parking Space measuring about .....(.....in words.....) Square Feet more or less in the Ground Floor of the new	Rate of Apartment @ Rs. ....(.....in words.....) only per Square Feet (approximately) and the rate of Car Parking Space is .....(.....in words.....) only.
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Building named " <b>PRASHANTI NIBASH</b> "	
Total Price	Rs. ....(.....in words.....)

**EXPLANATION** :-

- (i) The Total Price above includes the booking amount paid by the Allottee to the Promoter towards the Apartment.
  
- (ii) The Total Price above includes 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) upto the date of the 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.

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.

- (iii) The Promoter shall periodically intimate to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. 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 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, electrical connectivity to the Apartment, 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. II etc. and includes

cost for providing all other facilities, amenities and Specification to be provided within the Apartment and the Project.

- 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 Notifications/Orders/Rules/Regulations 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 shall make the payment as per the payment Plan set out in **SCHEDULE** : "C" ("**PAYMENT PLAN**").



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

1.6 It is agreed that the Promoter shall not make any addition and alteration 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/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.

1.7 The Promoter shall confirm to the final carpet areas that has been allotted the Allottee after in construction of the Building

is complete and the Occupancy Certificate the granted by the competent Authority, by furnishing details of the charges, 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 reduction in the carpet area than the Promoter shall refund the excess money paid by Allottee within 45 (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 the 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 Para 1.2 of this Agreement.

1.8 Subject to Para 9.3 the Promoter agreed 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 and maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall handover the common areas to the association of Allottee 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 price of land, construction of 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 paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per Para 11 etc. and includes cost for providing all other facilities, amenities and Specification 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 his Apartment, as the case may be.

- 1.9 It is made clear by the Promoter and the Allottee agree that the Apartment 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 accept 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 Allottee of the Project.
- 1.10 The Promoter agrees to pay all outgoing/dues before transferring the physical possession of the Apartment to the Allottee, which it has collected from the Allottee, for the payment of outgoing/dues (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/dues collected by it from the Allottee 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 outgoings/ dues and penal charges, if any, to the Authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such Authority or person.

- 1.11 The Allottee has paid a some of Rs. ....(.....in words.....) 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 at **SCHEDULE : "C"** as may be demanded by the Promoter within the time and manner specified therein.

Provided that if the Allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed 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 account payee cheque/demand draft/banker's cheque or online payment (as applicable) in favor of "**GREEN GLEN CONSTRUCTION PRIVATE LIMITED**" payable at Kolkata.

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

Not applicable.

4. **ADJUSTEMENT/APPROPRIATION OF PAYMENTS** :-

The Allottee authorized the Promoter to adjust/appropriate all payments made by him/her/them under any head(s) of dues against lawful outstanding of the Allottee against the Apartment, if any, in his/her/their 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 to the Allottee and the common areas to the Association of Allottee 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 of the Apartment and

accepted the floor Plan, payment Plan and the Specification, 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 bye-laws, F.A.R. and density norms and provisions prescribed by the “**REAL ESTATE (REGULATION & DEVELOPMENT) ACT, 2016**” 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 this Agreement.

7. **POSSESSION OF THE APARTMENT** :-

7.1 **SCHEDULE FOR POSSESSION OF THE SAID APARTMENT** : The Promoter agrees and understands that timely delivery of possession of the Apartment to the Allottee and the common areas to the Association of Allottee or the competent Authority, as the case may be, is the essence of the Agreement. The Promoter assures to handover possession of the Apartment along with ready and complete common areas

with all Specifications, amenities and facilities of the Project in place on ..... unless there is delay or failure due to war, flood, drought, fire, cyclone earthquake or any other calamity caused by nature effecting the regular development of the real estate project ("**FORCE MAJEURE**"). If, however, the completion of 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 ..... months from that 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 agreed that he/she/they shall not have any rights, claims etc. against the Promoter and the Promoter shall be released and discharged from all its 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 2 (Two) months from the date of issue of Occupancy Certificate. [Provided that, in the absence of local law, the Conveyance Deed in favor of the Allottee shall be carried out by the Promoter within three 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 provisions, 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 completion certificate for the Project. The Promoter shall handover the Occupancy Certificate of the Apartment, as the case may be, to the Allottee at the time of conveyance of the same.

7.3 **FAILURE OF ALLOTTEE TO TAKE POSSESSION OF APARTMENT :** Upon receiving a written intimation from the Promoter as per Para 7.2 above, 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 as per Para 7.2 above, such Allottee shall continue to be liable to pay maintenance charges as specified under Para 7.2 above.

- 7.4 **POSSESSION BY THE ALLOTTEE** : After obtaining the Occupancy Certificate and handing over physical possession of the Apartment to the Allottee, it shall be the responsibility of the Promoter to handover the necessary documents and Plan, including common areas to the Association of Allottee or the 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 Allottee 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 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 ..... months of such cancellation.

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 the claim for the 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 said Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified in Para 7.1 above; or (ii) due to discontinuance of his business as a Developer on account of suspension or revocation of the registration under the provisions of the Act; or for any other reason; the Promoter shall be liable, on demand to the

Allottee, 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 including compensation in the manner as provided under the Act within 45 (Forty-Five) days of it becoming due.

Provided that where if the Allottee does not intent to withdraw from the Project the Promoter shall pay the Allottee interest for every month of delay @ ...../- till the handing over of the possession of the Apartment, which shall be paid by the Promoter to the Allottee within 45 (Forty-Five) days of it becoming due.

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

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

- (i) The Promoter has absolute, clear and marketable title with respect to the said Land and 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.
- (iv) There are no litigations 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 Allottee or the competent Authority, as the case may be.
- (x) The **SCHEDULE** property is not the subject matters 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 till the completion certificate has been issued and possession of the Apartment along with common areas (equipped with all the Specifications, amenities and facilities) has been handed over to the Allottee and the Association of Allottee or the competent Authority, as the case may be.

- (xii) No notice from the Government or any other local body or Authority or any legislative enactment, Government 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 CONSEQUENCES :-**

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

- (i) The Promoter fails to provide ready to move in possession of the Apartment to the Allottee within the

time period specified in Para 7.1 above in this Agreement or fails to complete the Project within the stipulated time disclosed 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 case 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 thereunder.

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

- (i) Stop making further payments to the Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction and only thereafter the



Allottee be 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 within 45 (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, which shall be paid by the Promoter to the Allottee within 45 (Forty-Five) days of it becoming due.

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 for 6 (Six) 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 prescribed in the Rules.

- (ii) In case of default by Allottee under the conditions listed above continues for a period beyond 6 (Six) consecutive months after 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 by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

Provided that the Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination.

10. **CONVEYANCE OF THE SAID APARTMENT/POLT** :-

The Promoter, on receipt of Total Price of the Apartment as per Para 1.2 under the Agreement from the Allottee shall execute a Conveyance Deed and convey the title of the Apartment together with proportionate indivisible share in common areas within three months from the date of issuance

of the Occupancy Certificate and the completion certificate, as the case may be, to the Allottee at the costs of the Allottee.

[Provided that, in absence of local law, the Conveyance Deed in favour of the Allottee shall be carried out by the Promoter within three months from the date of issue of Occupancy Certificate].

However, in case the Allottee fails to deposit the stamp duty, registration charges within the period mentioned in the demand notice, letter, the Allottee authorizes the Promoter to withhold registration of the Conveyance Deed in his/her/their 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 for providing and maintaining the essential services in the Project, till the taking over of the maintenance of the Project by the Association of Allottee upon the issuance of the completion certificate of the Project. The cost of such maintenance has been included in the Total Price of the Apartment. After handing over possession to the Allottee, the responsibility of

the Promoter shall come to an end, in respect of maintaining the essential services, in the project.

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 this Agreement relating to such development is brought to the notice of the Promoter within a period of five years by the Allottee from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within 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.

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

The Promoter/Maintenance Agency/Association of Allottee shall have rights of unrestricted access of all common areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the Association of Allottee 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.

14. **USAGE** :-

**USE OF BASEMENT(S) AND SERVICE AREAS** : The basement and service areas, if any, as located within the (Project name) shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned Plans. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces and the same shall be reserved for used by the Association of Allottee for rendering maintenance services.

15. **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 said Apartment at his/her/their own cost, in good repair and condition and shall not do or suffer to be done anything in or to the said Building Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or

compound which may be in violation of any Laws or Rules of any Authority or change or alter or make additions to the said Apartment and keep the said Apartment,, its walls and partitions, sewers, drains, pipes 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 grantees that he/she/they would not put any sign-board/name-plate, neon light, publicity material or advertisement material etc. on the façade of the Building or anywhere on the exterior of the Project, Building therein or common areas. The Allottee also not change the color scheme of outer wall or painting of the exterior side of windows or carry out any change in the exterior elevation or design. Further the Allottee shall 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 wall of the Apartment.

15.3 The Allottee shall Plan and distribute its electric load in conformity with the electric systems installed by the Promoter

and thereafter the Association of Allottee and/or Maintenance Agency appointed by the association of Allottee. The Allottee shall be responsive for any loss or damages arising out of breach of any of the aforesaid conditions.

16. **COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES** :-

The Parties are entering into this Agreement for the allotment of a Apartment with the full knowledge of all laws, Rules, Regulations, Notifications applicable to the Project.

17. **ADDITIONAL CONSTRUCTIONS** :-

The Promoter undertakes that it has no right to make additions or to put up additional structure anywhere in the Project after the Building Plan, layout Plans sanction Plan and Specifications, amenities and facilities has been approved by the competent authorities and disclosed, except for as provided in the Act.

18. **PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE** :-

After the Promoter executes this Agreement he shall not mortgage or create a charge on the said Apartment 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 for charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Apartment.

19. **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 provisions of the “**APARTMENT OWNERSHIP ACT**”. The Promoter showing compliance of various Laws/Regulations as applicable in “**APARTMENT OWNERSHIP ACT**”.

20. **BINDING EFFECT :-**

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the Schedules along with the payments due as stipulated in this payment Plan within thirty days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar and Registrar of Assurances, Kolkata as and when intimated by the Promoter. If the Allottee 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 and Registrar of Assurances, Kolkata 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.

21. **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, as the case may be.

22. **RIGHT TO AMEND** :-

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

23. **PROVISIONS OF THIS AGREEMENT APPLICABLE ALLOTTEE/ SUBSEQUENT ALLOTTEE :-**

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 said Apartment and the Project shall equally be applicable to and enforceable against and by any subsequent Allottee of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

24. **WAIVER NOT A LIMITATION TO ENFORCE :-**

24.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as said out in this Agreement wave the breach by the Allottee in not making payments as per the payment Plan (**ANNEXURE : "C"**) including waving 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.

24.2 Failure on part of the Parties 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.

25. **SEVERABILITY** :-

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations 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 the Act or the Rules and Regulations made there under or the applicable law, as the case may be and remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

26. **METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT** :-

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

27. **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.

28. **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 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 Alipore and Registrar of Assurances, Kolkata. Hence this Agreement shall be deemed to have been executed at Kolkata.

29. **NOTICES** :-

That all the notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by registered post at their respective addresses specified below :-

<b>“GREENGLEN CONSTRUCTION PRIVATE LIMITED”</b>	<b>SRI/SMT.</b>
<b>ADDRESS</b> : 65/3, Rai Bahadur Road, Post Office : Behala, Police Station : Behala, Kolkata : 700034, District : 24 Parganas (South).	ADDRESS

It shall be the duty of the Allottee and Promoter to inform each other of any changes 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.

30. **JOINT ALLOTTEE** :-

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

31. **SAVINGS** :-

Any application letter, allotment letter, Agreement, or any other document signed by the Allottee, in respect of the Apartment, Plot or Building, as the case may be, prior to the execution and registration of this Agreement for sale for such Apartment, Plot or Building, as the case may be, shall not be construed to limit the rights and interests of the Allottee under the Agreement for sale or under the Act the Rules or the Regulations made there under.

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 there under including other applicable Laws of India for the time being in force.

33. **DISPUTE RESOLUTION** :-

All or any dispute 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 discussions, failing which the same shall be settled under Arbitration and Conciliation Act, 1996.

**SCHEDULE – “A”**

(DESCRIPTION OF THE SAID PROPERTY)

**ALL THAT** piece and parcel of land measuring an area of 6 (Six) Cottahs 14 (Fourteen) Chittacks 31 (Thirty-One) Square Feet be the same a little more or less together with G+IV storied Building (under construction), situate and lying at Mouza : Sahapur, Pargana : Magura, J.L. No.8, under Khatian No.1544, appertaining to Dag Nos.3610 & 3612, being known and numbered as Municipal Premises No.66/1, Roy Bahadur Road, Police Station : Behala, Kolkata : 700034, within the limits of the Kolkata Municipal Corporation, under Ward No.119, Additional District Sub-Registry Office at Behala, District : 24 Parganas (South), together with all right, title, interest and right of easement attached thereto and the same is butted and bounded by :-

**ON THE NORTH** : House of Preety Bhattacharjee ;  
**ON THE SOUTH** : 50' wide Roy Bahadur Road ;  
**ON THE EAST** : 8' wide Roy Bahadur Road ;  
**ON THE WEST** : House of Sukumar Panja & others.

**SCHEDULE – “B”**

(DESCRIPTION OF THE SAID APARTMENT)

**ALL THAT** a self compact and contained Apartment No..... having super built up area of .....(.....IN WORDS.....) Square Feet, Type : “A” on the First Floor at its ..... side and one Car Parking Space

measuring about .....(.....IN WORDS.....)Square Feet more or less in the Ground Floor of the new Building named “**PRASHANTI NIBASH**” being known and numbered as Municipal Premises No.66/1, Roy Bahadur Road, Police Station : Behala, Kolkata : 700034, within the limits of the Kolkata Municipal Corporation, under Ward No.119, Additional District Sub-Registry Office at Behala, District : 24 Parganas (South).

**SCHEDULE – “C”**

(DESCRIPTION OF THE PAYMENT PLAN)

<b>Sl. No.</b>	<b>PARTICULARS</b>	<b>AMOUNT PAYABLE</b>
1.	On allotment	Rs...../-
2.	On Agreement	10% (including allotment money) plus GST
3.	On completion of the pilling	20% plus GST
4.	On completion of Gr. Floor roof casing	20% plus GST
5.	On completion of 2 <sup>nd</sup> Floor roof casing	10% plus GST
6.	On completion of 4 <sup>th</sup> Floor roof casing	10% plus GST
7.	On completion of brick work	15% plus GST
8.	On completion of finishing work	10% plus GST
9.	On possession	5% plus GST
	Total : .....	100% plus GST



**SCHEDULE – “D”**

(DESCRIPTION OF SPECIFICATION)

- ❖ **FOUNDATION** :-  
Building designed of R.C.C. foundation.
- ❖ **STEEL** :-  
Captain brand/SRMB/Tata Tiscon.
- ❖ **CEMENT** :-  
Ambuja/Lafarge.
- ❖ **SAND** :-  
Course sand.
- ❖ **STONECHIPS** :-  
Standard quality available in the market.
- ❖ **BRICKS** :-  
1 no. picket Achipur/Burul.
- ❖ **FLOORING & SKIRTING** :-  
Bed rooms, living-cum-dining room, two toilets, kitchen and balcony will be finished with standard quality marble/ceramic tiles, the front and back open space will be finished with net cement.
- ❖ **KITCHEN** :-  
Kitchen will have R.C.C. Cooking platform with 5' height glazed tiles and granite top of the platform. One steel sink will

be provided, one tap on the sink and other under the sink for washing utensils, connection for water purifier, electrical point for micro oven, chimney and vent for exhaust fan.

❖ **BATHROOM & TOILETS** :-

Floorings of the bathroom and toilet shall be marble finished.

❖ **TOILETS** :-

6' high glaze tiles round. Toilet attached to the Bedroom will have one Western commode with cistern, taps, C.P. towel rod and shower. Common Toilet will have Western commode with cistern, one Wash basin (ivory or any other colour) taps and it will be Parryware, towel rod and Shower. Geyser point will be provided in two Toilet. Both the toilet will have good quality P.V.C. concealed pipelines.

❖ **DOORS** :-

P.V.C. Door in toilets and good quality phenol bounded flash doors in all inside doors with lock, eye hole, door stopper, teak wooden doors in main door. One collapsible gate will be provided in front of the main door.

❖ **WINDOWS** :-

Aluminum channel frame with glazed glass fittings.

❖ **ELECTRICAL WORKS** :-

Electrical points for light, fan, refrigerator, television etc. will be provided with concealed P.V.C. wiring and complete with

distribution boards, sub-distribution board, switch board, with piano type switches and 5 & 15amp plug point, electrical points will be provided as required. AC point in all bed rooms, point for washing machine and freeze and kitchen will have electrical points for micro-oven, chimney, water purifier and exhaust fan.

❖ **ELECTRICAL METER** :-

The Developer will arrange for the electric meter for common services like roof lights, stair case, passages and Flat Owners except the Party hereto of the One Part will pay the deposit amount proportionately.

❖ **EXTRA WORK** :-

Request for extra work or change from above mentioned specifications and fixing of costly items will be entertained before commencement of the work of the specified items and extra cost to be paid in advance basis as required.

❖ **WATER SUPPLY** :-

Water will be supplied from the supply of Kolkata Municipal Corporation. Water supply from Kolkata Municipal Corporation will be arranged with underground reservoir and cost of water connection from Kolkata Municipal Corporation will be borne by the Developer.

❖ **PAINING** :-

All internal walls will be finished with Plaster of Paris and two coat water primer. All external paintings will be with weather coat colour paints. All doors will be varnish polish finish and grills will be enamel paints.

❖ **SANITARY** :-

All internal pipelines will be of concealed type. Soil lines are to be connected to underground drainage pipes terminating in septic tank.

**SCHEDULE** – “**E**”

(DESCRIPTION OF COMMON AMENITIES)

❖ **AREAS** :-

- A. Boundary walls and main entrance of the said premises.
- B. Staircase and staircase lobbies on all the floors.
- C. Electrical installation for common areas.
- D. Roof right and common installations, if any on the roof.
- E. Semi underground and overhead reservoirs.
- F. Side spaces and back space of the said Building.
- G. Septic tank.
- H. Lift and lift machine room.

❖ **WATER, PLUMBING AND DRAINAGE :**

- A. Drainage and sewerage lines and other installations for the same (except only those are installed within the exclusive area for its use).
- B. Water supply system.
- C. Water pump, underground and overhead water reservoir together with all common plumbing installations for carriage of water (**SAVE** only those as are within the exclusive area of any Flat and/or exclusively for its use).

❖ **ELECTRICALS INSTALLATIONS :-**

- A. Electrical wiring and other fittings (excluding only those as are installed within the exclusive area of any Unit or exclusively for its use).
- B. Lighting of common portions.
- C. Electrical installations for receiving electricity from suppliers and meters for recording the supply.
- D. Electric installation for lift.
- E. Machineries and accessories, if any (at extra cost).

❖ **OTHERS :-**

Such other common parts, areas, equipments, installations, fittings, fixtures and spaces in or around the said property and the Building/s as are necessary for passage to and/or user of the units in common by the Co-Owners.

**IN WITNESS WHEREOF** parties hereinabove 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, month and year first above written.

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

Allottee: (including joint buyers)

1. Signature :

Name :

Address :

PLEASE AFFIX  
PHOTOGRAPHS AND  
SIGN ACROSS THE  
PHOTOGRAPH

2. Signature :

Name :

Address :

PLEASE AFFIX  
PHOTOGRAPHS AND  
SIGN ACROSS THE  
PHOTOGRAPH

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

Promoter :

Signature :

Name :

Address :

PLEASE AFFIX  
PHOTOGRAPHS AND  
SIGN ACROSS THE  
PHOTOGRAPH

At Kolkata on ..... in the presence of :-

**WITNESSES :**

1. Signature :

Name :

Address :

2. Signature :

Name :

Address :

**MEMO OF EARNEST MONEY**

**RECEIVED** from the within named Allottee the within mentioned sum of Rs...../- (Rupees ..... ) only including GST towards the earnest money out of the total agreed consideration of Rs.....(.....IN WORDS.....)only towards the full and final consideration, as per memo below :-

**MEMO**

Total ..... Rs...../-

**(RUPEES ..... ) ONLY**

**WITNESSES :-**

1.

\_\_\_\_\_  
Signature of the **DEVELOPER/  
PROMOTER**

2.