

Agreement for Sale

This Agreement for Sale (Agreement) executed on this(Date) day of
..... (Month), 20....

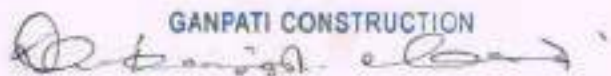
By and Between

GANPATI CONSTRUCTION (PAN: AALFG1985H) a partnership firm having its principal place of business at 54, R.N. Tagore Road, P.S. Dum Dum, Kolkata-700077, being represented by its partners (1) **SRI TAPAS ROY (PAN: AGBPR3283P)** son of Sri Surendra Chandra Roy, by faith- Hindu, by occupation- Business, residing at 784, Purba Sinthee Road, Madhugarh, P.S. Dum Dum, Kolkata-700030 and (2) **SRI DHRUBAJYOTI CHAKRABORTY (PAN: ABZPC5537A)** son of Late Rabindra Nath Chakraborty, by faith- Hindu, by occupation- Business, residing at 180, Rabindra Nath Tagore Road (also known as Bediapara Lane, P.S. Dum Dum, Kolkata-700 077, 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 or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/ her/ their assigns).

AND

MR./MS.(Aadhaar No.) son/ daughter of
....., aged aboutyears, residing at
.....(**PAN:**) hereinafter called the
"**Allottee**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns).

GANPATI CONSTRUCTION



Partner

Partner

A M O N G S T

- 1.a. SMT.MAYA RANI DAS (PAN::AYVPD1136F), by occupation - House-wife
- b. SRI BARUN DAS (PAN::BXPBD3413R), by occupation - Service/Business
- c. SMT.SUKLA DAS nee BALA (FORM 60 ENCLOSED) wife of Sri Nihar Ranjan Bala, by occupation - House-wife

No.1 - wife, Nos.2 - Son & 3 - Daughter of Late Bankim Chandra Das and residing Nos.1 & 2 at 32, R.N. Tagore Road, P.O. Bediapara, Kolkata - 700 077, P.S. Dum Dum, and No.3 at 432, R.N. Tagore Road, P.O. Bediapara, Kolkata - 700 077, P.S. Dum Dum all in the district of North 24-Parganas, being represented by and through their Constituted Attorney GANPATI CONSTRUCTION (PAN::AALFG1985H), a partnership firm having its principal place of business at 54, R.N. Tagore Road, P.S. Dum Dum, P.O. Bediapara, Kolkata - 700 030 in the district of North 24-Parganas, being represented by its partners (1) SRI DHRUBAJYOTI CHAKRABORTI (PAN : ABZPC5537A) son of Sri Rabindra Nath Chakraborty, by faith - Hindu, by occupation - Business, residing at 180, Rabindra Nath Tagore Road (also known as Bediapara Lane, P.S. Dum Dum, P.O. Bediapara, Kolkata - 700 077 in the district of North 24-Parganas and (2) SRI TAPAS ROY (PAN : AGBPR3283P) son of Sri Surendra Chandra Roy, by faith - Hindu, by occupation - Business, residing at 784, Purba Sinthee Road, Madhugarh, P.S. Dum Dum, P.O. Ghugudanga, Kolkata - 700 030, empowered by a Development Power of Attorney executed at the Office of the A.D.S.R. Cossipore Dum Dum on 23/05/2016 and recorded therein in Book No.1, Vol.No.1506-2016, Page from 159177 to 159202, Being No.150604127 for the year 2016;

2. SRI BABLA DUTTA (PAN : AGHPD9893P) son of Late Amulya Bhushan Dutta, by faith - Hindu, by nationality - Indian, by occupation - Business, residing at 77, Bidyasagar Road, P.O. Bediapara, Kolkata - 700 077, P.S. Dum Dum, District - North 24-Parganas, empowered by a Development Power of Attorney executed at the Office of the A.D.S.R. Cossipore Dum Dum on 05/04/2017 and recorded therein in Book No.1, Vol.No.1506-2016, Page from 65781 to 65790, Being No.150602236 for the year 2017

- 3.a. SRI ASHIT CHAKRABORTY, by occupation - Business
- b. SRI AMIT BARAN CHAKRABORTY, by occupation - Service
- c. SRI ALOK BARAN CHAKRABORTY, by occupation - Service
- d. SMT.KARABI CHAKRABORTY, by occupation - House-wife
wife of Sri Biplab Chakraborty

all sons and daughter of Late Anil Baran Chakraborty and Late Radha Rani Chakraborty, all by faith - Hindu, by nationality - Indian and all having address at 63, Vidyasagar Road, P.O. Bediapara, Kolkata - 700 077, P.S. Dum Dum;

- 4.a. SMT.NILIMA CHAKRABORTY, by occupation - House-wife
- b. SRI ASHOK CHAKRABORTY, by occupation - Service
- c. SRI ASHIM CHAKRABORTY, by occupation - Service
- d. SMT.JABA CHAKRABORTY, by occupation - House-wife.

wife of Sri Prantor Chatterjee
e. **SMT.KRISHNA ACHARYA**, by occupation - House-wife,
wife of Sri Kajal Baran Acharya
No.4(a) - wife, 4(b) & 4(c) - sons and 4(d) & 4(e) - daughter of Late
Abinash Chakraborty, all by faith - Hindu and all having address at 63, Vidyasagar
Road, P.O. Bediapara, Kolkata - 700 077, P.S. Dum Dum;
- empowered by a General Power of Attorney executed at the Office of
the A.D.S.R. Cossipore Dum Dum on 31/01/2014 and recorded therein in Book
No.1, CD Vol.No.4, Page from 39 to 51, Being No.01339 for the year 2014;

5.a. **SMT.REBA CHAKRABORTY (PAN : ACIPC6047R)**

b. **SRI DEBABRATA CHAKRABORTY (PAN : AWQPC0544F)**

No.1 - Wife and No.2 - Son of Late Deb Das Chakraborty, both by faith -
Hindu, both by nationality - Indian, by occupation No.1 - House-wife and No.2 -
Business and both having residential address at 53, Vidyasagar Road, P.O.
Bediapara, Kolkata - 700 077, P.S. Dum Dum, District - North 24-Parganas,
empowered by a Development Power of Attorney executed at the Office of the
A.D.S.R. Cossipore Dum Dum on 27/01/2016 and recorded therein in Book No.1,
Vol.No.1506-2016, Page from 28756 to 28786, Being No.150600599 for the year
2016; and

6. **GANPATI CONSTRUCTION (PAN : AALFG1985H)** a partnership firm
having its principal place of business at 54, R. N. Tagore Road, P.S. Dum Dum,
Kolkata - 700 077, being represented by its partners (1) **SRI TAPAS ROY (PAN :
AGBPR3283P)** son of Sri Surendra Chandra Roy, by faith - Hindu, by occupation -
Business, residing at 784, Purba Sinthee Road, Madhugarh, P.S. Dum Dum,
Kolkata - 700 030 and (2) **SRI DHRUBAJYOTI CHAKRABORTY (PAN :
ABZPC5537A)** Late of Rabindra Nath Chakraborty, by faith - Hindu, by occupation
- Business, residing at 180, Rabindra Nath Tagore Road (also known as Bediapara
Lane, P.S. Dum Dum, Kolkata - 700 077;

- hereinafter jointly called and referred to as the **LAND-OWNERS**
(which terms or expression shall unless excluded by or repugnant to the context
be deemed to mean and include their respective heirs, executors, administrators,
representatives and assigns) of the **FIRST PART** - being represented by and
through their Constituted Attorney of Owner Sl.Nos.1 to 5 and Self for Owner
Sl.No.6 **GANPATI CONSTRUCTION (PAN : AALFG1985H)** a partnership firm
having its principal place of business at 54, R. N. Tagore Road, P.S. Dum Dum,
Kolkata - 700 077, being represented by its partners (1) **SRI TAPAS ROY (PAN
: AGBPR3283P)** son of Sri Surendra Chandra Roy, by faith - Hindu, by
occupation - Business, residing at 784, Purba Sinthee Road, Madhugarh, P.S.
Dum Dum, Kolkata - 700 030 and (2) **SRI DHRUBAJYOTI CHAKRABORTY (PAN
: ABZPC5537A)** son of Late Rabindra Nath Chakraborty, by faith - Hindu, by
occupation - Business, residing at 180, Rabindra Nath Tagore Road (also known
as Bediapara Lane, P.S. Dum Dum, Kolkata - 700 077.

A N D

SRI (PAN:) son
 By occupation - Service/Retired, by faith - Hindu, by nationality - Indian
 and both having address at P.O.
 West Bengal - hereinafter called and referred to as the **PURCHASER**
 (which expression shall unless it be repugnant to the context or meaning thereof,
 be deemed to include his heirs, executors, administrators, and assigns) of the
SECOND PART.

A N D

GANPATI CONSTRUCTION (PAN : AALFG1985H) a partnership firm having
 its principal place of business at 54, R. N. Tagore Road, P.S. Dum Dum, Kolkata -
 700 077, being represented by its partners (1) **SRI TAPAS ROY** (PAN :
 AGBPR3283P) son of Sri Surendra Chandra Roy, by faith - Hindu, by occupation -
 Business, residing at 784, Purba Sinthee Road, Madhugarh, P.S. Dum Dum,
 Kolkata - 700 030 and (2) **SRI DHRUBAJYOTI CHAKRABORTY** (PAN :
 ABZPC5537A) son of Late Rabindra Nath Chakraborty, by faith - Hindu, by
 occupation - Business, residing at 180, Rabindra Nath Tagore Road (also known
 as Bediapara Lane, P.S. Dum Dum, Kolkata - 700 077, hereinafter called and
 referred to as the '**PURCHASER**' (which expression unless excluded by or
 repugnant to the context shall be deemed to include the respective heirs,
 executors, administrators, representatives and assigns) of the **THIRD PART.**

WHEREAS,

1. The title of land of owner Sl.Nos.(1.a), (b) & (c) viz. SMT. MAYA RANI DAS, SRI BARUN DAS and SMT.SUKLA DAS NEE BALA are as under:-

WHEREAS, land admeasuring One(1) Cottaha Ten(10) Chhittack and Thirty (30) Sq.ft. Marked as Plot No.32/1, be the same a little more or less lying and situate in the district of North 24-Parganas, P.S. Dum Dum, Mouza - Sinthi Nil, J.L. No.11, R.S. No.9, Touzi No. 1298/2833, R.S. Khatian No.29, L.R. Khatian No.2418, R.S. Dag Nos.578, L.R. Dag No.2418, Premises No.32, R.N. Tagore Road, P.O. Bediapara, Kolkata - 700 077, P.S. Dum Dum, in the district of North 24-Parganas and Municipal Holding No.108, Bediapara Lane in Ward No.11 of the South Dum Dum Municipality is now under ownership and possession of the above named land-owners.

AND WHEREAS, the land admeasuring Three(3) Cottaha Thirteen(13) Chhittacks and Fifteen(15) Sq.ft. more or less lying and situate in the district of

North 24-Parganas, P.S. Dum Dum, Mouza - Sinthi Nij, J.L. No.11, R.S. No.9, Touzi No. 1298/2833, R.S. Khatian No.29, L.R. Khatian No.2418, R.S. Dag Nos.578, L.R. Dag No.2418, Premises No.32, R.N. Tagore Road, P.O. Bediapara, Kolkata - 700 077, P.S. Dum Dum, in the district of North 24-Parganas and present Municipal Holding No.108, Bediapara Lane in Ward No.11 of the South Dum Dum Municipality was purchased by Sudhanya Kumar Das, since deceased, by and through a registered Deed of Sale (Bengali Saf Kobala) from Sri Amulya Dhan Ghosh and Monmohit Ghosh and others and the said deed was registered with the Office of the Sub-Registrar, Cossipore Dum Dum and recorded therein in Book No.1, Vol.No.27, Pages 176 to 178, Being No.1350 for the year 1950.

AND WHEREAS, after purchase of the said land, the said Sudhanya Kumar Das, since deceased, became the sole and absolute owner of the landed property measuring about Three(3) Cottaha Thirteen(13) Chhittacks and Fifteen(15) Sq.ft. more or less lying and situate in the district of North 24-Parganas, P.S. Dum Dum, Mouza - Sinthi Nij, J.L. No.11, R.S. No.9, Touzi No. 1298/2833, R.S. Khatian No.29, L.R. Khatian No.2418, R.S. Dag Nos.578, L.R. Dag No.2418, Premises No.32, R.N. Tagore Road, P.O. Bediapara, Kolkata - 700 077, P.S. Dum Dum, in the district of North 24-Parganas and present Municipal Holding No.108, Bediapara Lane in Ward No.11 of the South Dum Dum Municipality and while enjoying the said landed property with his family members after constructing a residential house thereon, the said Sudhanya Kumar Das died intestate leaving behind him his following legal heirs and successors. The wife of Suchanya Kumar Das, viz. Khama Sundari Das also pre-deceased to her husband.

1. SRI SURESH CHANDRA DAS - Son
2. BANKIM CHANDRA DAS, since deceased - Son

AND WHEREAS, after the death of the said Sudhanya Kumar Das his land and building devolved on his two sons viz. Sri Suresh Chandra Das & Bankim Chandra Das, since decease, and they became the joint owners of the landed property left by their father.

AND WHEREAS, after acquiring the said landed property by way of inheritance and for their personal problem the above named Sri Suresh Chandra Das and Bankim Chandra Das, since deceased made a Deed of Partition and the said Partition Deed Was registered with the Office of the A.D.S.R. Cossipore Dum Dum and recorded therein in Book No.1, Vol.No.98, Pages from 43 to 50, Being No.5141 for the year 1985.

AND WHEREAS, as per the terms of the said Deed of Partition, Bankim Chandra Das, since deceased became the sole and absolute owner of land One(1) Cottaha Ten(10) Chhittack and Thirty (30) Sq.ft. be the same a little more or less Marked as Plot No.32/1, lying and situate in the district of North 24-Parganas, P.S. Dum Dum, Mouza - Sinthi Nij, J.L. No.11, R.S. No.9, Touzi No. 1298/2833, R.S. Khatian No.29, L.R. Khatian No.2418, R.S. Dag Nos.578, L.R. Dag No.2418, Premises No.32, R.N. Tagore Road, P.O. Bediapara, Kolkata - 700 077, P.S. Dum Dum, in the district of North 24-Parganas and Municipal Holding No.108, Bediapara

Lane in Ward No.11 of the South Dum Dum Municipality with right to use common areas and common facilities relating to the said land.

AND WHEREAS, after acquiring the said landed property by way of partition, the said Bankim Chandra Das, since deceased, became the sole and absolute owner of the above mentioned landed property and while enjoying the same with his family members died intestate on 13/04/2012 leaving behind him his following legal heirs and successors:-

- | | | |
|----|------------------------|------------|
| 1. | SMT MAYA RANI DAS | - Wife |
| 2. | SRI BARUN DAS | - Son |
| 3. | SMT.SUKLA DAS nee BALA | - Daughter |

AND WHEREAS, after the death of the Bankim Chandra Das, his wife SMT. MAYA RANI DAS, one son SRI BARUN DAS and one married daughter SMT.SUKLA DAS NEE BALA became the joint owners of the Schedule mentioned landed property left by their husband/father respective being Municipal Holding No.108, Bediapara Lane in Ward No.11 of the South Dum Dum Municipality otherwise called and known as Mouza - Sinthi Nij, J.L. No.11, R.S. No.9, Touzi No. 1298/2833, R.S. Khatian No.29, L.R. Khatian No.2418, R.S. Dag Nos.578, L.R. Dag No.2418, Premises No.32, R.N. Tagore Road, P.O. Bediapara, Kolkata - 700 077, P.S. Dum Dum, in the district of North 24-Parganas, P.S. Dum Dum in the district of North 24-Parganas

2. The title of land of owner Sl.No.2 viz. SRI BABLA DUTTA are as under:-

WHEREAS, the above mentioned owner purchased a piece and parcel of land measuring an area of Nine(9) Chhittack more or less lying and situate at Mouza - Sinthi Niz, J.L. No.11, Touzi No.1298/2833, curved out by C.S./R.S. Dag No.578 appertaining to C.S./R.S. Khatian No.29 under Khatian No.28, P.S. Dum Dum, in the district of North 24-Parganas from Sri Hiralal Majumder and others with the office of the Sub-Registrar, Cossipore Dum Dum and recorded therein in Book No.1, Vol.No.17, Pages 9 to 18, being No.770, for the year 1985 and residing there with his family members after constructing a residential house thereon.

AND WHEREAS, after purchase and final measurement it is found that the actual area of land is more or less One(1) Cottaha or 720 Sq.ft. which the owner of this agreement and his predecessor-in-interest are enjoying more than thirty years within brick-built boundary without any claim or demand from any one.

AND WHEREAS, as per Adverse Possession Act (Section 65 of Limitation Act, 1963), the above owner became the absolute owner of the above mentioned landed property.

AND WHEREAS, thereafter the above owner executed and registered a Boundary Declaration for incorporating the said land in the records of the South Dum Dum Municipality and the said Deed was registered with the Office of the

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A.D.S.R. Cossipore Dum Dum and recorded therein in Book No.1, Vol.No.1506-2017, Page from 24881 to 248826, Being No.150608415 for the year 2017.

3. The title of land of owner Sl.No.(3a), (b), (c), (d) & (4a), (b), (c), (d), (e) viz. SRI ASHIT CHAKRABORTY, SRI AMIT BARAN CHAKRABORTY, SRI ALOK BARAN CHAKRABORTY, SMT.KARABI CHAKRABORTY, SMT.NILIMA CHAKRABORTY, SRI ASHOK CHAKRABORTY, SRI ASHIM CHAKRABORTY, SMT.JABA CHAKRABORTY AND SMT.KRISHNA ACHARYA are as under:-

WHEREAS, land admeasuring Seven(7) Cottahas Thirteen(13) Chhittacks and Fifteen(15) Sq.ft. as per deeds of purchase and as per physical measurement, physically measured by the Survey/Pleader Commissioner appointed by the Ld.Civil Judge(Sr.Div) at Barasat on the basis of T.S. No.238 of 1998 Eight(8) Cottahas Twelve(12) Chhittacks and Twenty-six(26) Sq.ft. more or less with two-storied pucca old dilapidated building, which the above named owners including their predecessor-in-interest enjoying within brick-built boundary for more than Fifty-six(56) years without any claim or demands from any one lying and situate in the district of North 24-Parganas, P.S. Dum Dum, Mouza - Sinthi Niz, J.L. No.11, Touzi No.1298/2833, curved out by C.S. & R.S. Dag Nos.586 & 578 appertaining to C.S. & R.S. Khatian No.29 was belonged to the predecessor-in-interest of the present declarants viz. Smt.Suro Bala Devi, since deceased, wife of Late Manada Charan Chakraborty.

AND WHEREAS, the One Smt.Suro Bala Devi wife of Late Manada Charan Chakraborty, predecessor-in-interest of the present vendor, purchased the schedule mentioned entire land under two differant deeds being (1) Deed No.6734 for the year 1957(executed on 06/09/1957) of Sub-Registrar, Cossipore Dum Dum land admeasuring Three(3) Cottahas Thirteen(13) Chhittacks and Fifteen(15) Sq.ft. more or less and (2) Deed No.7821 for the year 1957(executed on 12/11/1957) of Sub-Registrar, Cossipore Dum Dum land admeasuring Four(4) Cottahas more or less.

AND WHEREAS, both the lands are adjacent to each other within brick built boundary measuring Seven(7) Cottahas Thirteen(13) Chhittacks and Fifteen(15) Sq.ft. as per deeds of purchase and as per physical measurement, physically measured by the Survey/Pleader Commissioner appointed by the Ld.Civil Judge(Sr.Div) at Barasat on the basis of T.S. No.238 of 1998 Eight(8) Cottahas Twelve(12) Chhittacks and Twenty-six(26) Sq.ft. more or less.

AND WHEREAS, after purchase, the said Smt.Suro Bala Devi became the sole and absolute owners of land measuring an area of Seven(7) Cottahas Thirteen(13) Chhittacks and Fifteen(15) Sq.ft. more or less as per deeds of purchase and as per physical measurement. Eight(8) Cottahas Twelve(12) Chhittacks and Twenty-six(26) Sq.ft. more or less lying and situate in the district of North 24-Parganas, P.S. Dum Dum, Mouza - Sinthi Niz, J.L. No.11, Touzi No.1298/2833, curved out by C.S. & R.S. Dag Nos.586 & 578 appertaining to C.S.

& R.S. Khatian No 29 and mutated her name in the records of the local South Dum Dum Municipality which was then known as Municipal Holding No.123 & 81(Old), Bediapara Lane in Ward No.11.

AND WHEREAS, thereafter the said Smt.Suro Bala Devi, since deceased, constructed a two-storied pucca building at the Southern side of the said land and residing there with her family members and while enjoying the said landed property in her khas possession, the said SMT.SURO BALA DEVI, since deceased, gifted the said land and building to her four sons (1) Abinash Chandra Chakraborty, since deceased, (2) Anil Baran Chakraborty, since deceased, (3) Bijoy Baran Chakraborty, since deceased and (4) Sri Deb Das Chakraborty, since deceased, and the said Deed of Gift was registered with the Office of the Sub-Registrar, Cossipore Dum Dum and recorded therein in Book No.1, Vol.No.119, Pages 26 to 28, Being No.8130 for the year 1952.

AND WHEREAS, after acquire the said land the said (1) ABINASH CHANDRA CHAKRABORTY since deceased, (3) BIJOY BARAN CHAKRABORTY, since deceased and (4) SRI DEB DAS CHAKRABORTY, since deceased, became the joint owners in respect of land measuring an area of Seven(7) Cottahas Thirteen(13) Chhittacks and Fifteen(15) Sq.ft. more or less as per deed and as per physical measurement Eight(8) Cottahas Twelve(12) Chhittacks and Twenty-six(26) Sq.ft. more or less and while enjoying the same in ejoint, three nos. co-sharers out of four nos. co-sharers viz. (1) Abinash Chandra Chakraborty, (2) Anil Baran Chakraborty and (3) Bijoy Baran Chakraborty, died intestate leaving behind them the following legal heirs and successors as well as deponents herein:-

- (A) ABINASH CHANDRA CHAKRABORTY died intestate on 03/04/1983 leaving behind him his following legal heirs and successors:-
- | | | |
|------|------------------------|------------|
| i) | SMT.NILIMA CHAKRABORTY | - Wife |
| ii) | SRI ASHOK CHAKRABORTY | - Son |
| iii) | SRI ASHIM CHAKRABORTY | - Son |
| iv) | SMT.JABA CHAKRABORTY | - Daughter |
| v) | SMT.KRISHNA ACHARYA | - Daughter |
- (B) ANIL BARAN CHAKRABORTY died intestate on 29/06/1974 and his wife Radha Rani Chakraborty died intestate on 29/06/1974 leaving behind him his following legal heirs and successors:-
- | | | |
|------|----------------------------|------------|
| i) | SRI ASIT CHAKRABORTY | - Son |
| ii) | SRI AMIT BARAN CHAKRABORTY | - Son |
| iii) | SRI ALOK BARAN CHAKRABORTY | - Son |
| iv) | SMT.KARABI CHAKRABORTY | - Daughter |
- (C) BIJOY BARAN CHAKRABORTY died intestate on 11/01/1994 and his wife Rina Chakraborty died intestate on 09/05/2013 leaving behind

them their only son viz. SRI BIJAN BARAN CHAKRABORTY, as their only legal heirs and successors.

AND WHEREAS, after acquire the said land by way of inheritance they the above named owners Viz. SMT. NILIMA CHAKRABORTY, SRI ASHOK CHAKRABORTY, SRI ASHIM CHAKRABORTY, SMT. JABA CHAKRABORTY, SMT. KRISHNA ACHARYA, SRI ASIT CHAKRABORTY, SRI AMIT BARAN CHAKRABORTY, SRI ALOK BARAN CHAKRABORTY, SMT. KABARI CHAKRABORTY and SRI BIJAN BARAN CHAKRABORTY became the joint owners of the above mentioned landed property and they jointly mutated their joint names in the records of the South Dum Dum Municipality along with their another co-sharer viz. DEBDAS CHAKRABORTY, since deceased, under then Municipal Holding No. 123 & 81 (Old), Bediapara Lane in Ward No. 11 of the South Dum Dum Municipality and paying tax regularly.

AND WHEREAS, on 31.01.2014 the above named owners along with Debdas Chakraborty, since deceased, executed a Deed of Partition and the said Partition Deed was registered with the Office of the A.D.S.R. Cossipore Dum Dum and recorded therein in Book No. 1, CD Vol. No. 4, Pages from 171 to 199, being No. 01344 for the year 2014.

AND WHEREAS, in the said Deed of Partition being No. 01344 for the year 2014 of A.D.S.R. Cossipore Dum Dum, the said Sri Bijan Boran Chakraborty was being represented by and through his Constituted Attorney Sri Dhrubajyoti Chakraborty.

AND WHEREAS, as per the terms of the said Deed of Partition the Entire Land was marked as Lot - "A" and the said entire land was divided into Lots - Lot "B" & Lot - "C".

AND WHEREAS, LOT - 'B' property measuring an area of 2 (Two) Cottahs 30 (Thirty) Square Feet or 1470 square feet more or less along with two storied old dilapidated pucca building measuring about a total constructed area of 2050 square feet (Ground Floor structure measuring 1017 square feet and First Floor Structure 1033 Square Feet) within the LOT - "A" property was allotted to SRI DEB DAS CHAKRABORTY, now deceased and LOT 'C' property measuring an area of 6 (Six) Cottahs 11 (Eleven) Chittaks and 41 (Forty One) Square feet more or

less with two-storied old dilapidated pucca building measuring about a total constructed area of 1732 Sq.ft. within the LOT-'A' property was allotted to (1) SMT.NILIMA CHAKRABORTY (2) SRI ASHOK CHAKRABORTY (3) SRI ASHIM CHAKRABORTY (4) SMT.JABA CHAKRABORTY (5) SMT.KRISHNA ACHARYA (6) SRI ASHIT CHAKRABORTY (7) SRI AMIT BARAN CHAKRABORTY (8) SRI ALOK BARAN CHAKRABORTY (9) SMT.KARABI CHAKRABORTY and (10) SRI BIJAN BARAN CHAKRABORTY.

AND WHEREAS, now, the said SRI BIJAN BARAN CHAKRABORTY along with his other co-sharers viz., (1) SMT.NILIMA CHAKRABORTY (2) SRI ASHOK CHAKRABORTY (3) SRI ASHIM CHAKRABORTY (4) SMT.JABA CHAKRABORTY (5) SMT.KRISHNA ACHARYA (6) SRI ASHIT CHAKRABORTY (7) SRI AMIT BARAN CHAKRABORTY (8) SRI ALOK BARAN CHAKRABORTY and (9) SMT.KARABI CHAKRABORTY, became the joint owners of LOT-'C' property measuring an area of Six(6) Cottahas Eleven(11) Chhittacks and 41(Forty-one) Sq.ft. more or less with two-storied old dilapidated pucca building measuring about a total constructed area of 1732 Sq.ft. and singularly hold undivided 1618.67 Sq.ft land equivalent to Two(2) Cottaha Three(3) Chhittacks and Forty-three(43) Sq.ft. and undivided 577.34 Sq.ft. old dilapidated pucca structure.

4. The devolution of Title of land of Owner Sl.Nos.5a & b viz. SMT.REBA CHAKRABORTY & SRI DEBBRATA CHAKRABORTY.

AND WHEREAS, as per the above Deed of Partition, the above named **DEB DAS CHAKRABORTY**, since deceased acquired the Schedule-'B' property of the said Deed of Partition land admeasuring *measuring and area of Two(2) Cottahas Zero(0) Chhittacks and Thirty(30) Sq. Ft. or 1470 Sq Ft. more or less along with a 50 years old dilapidated Two-storied pucca building measuring a total constructed area of 2050 Sq.ft. lying and situate in the district of North 24-Parganas, P.S. Dum Dum, Mouza - Sinthi Niz. J.L. No-11, Teuzi No.1298/2833, curved out by R.S. Dag No.578 appertaining to R.S. Khatian Nos.29 under Jaminder Khatian No.28, Sub - Registration Office at Cossipore-Dum Dum.*

AND WHEREAS, after acquiring the said land the said the said Deb Deas Chakraborty became the sole and absolute owner of the above mentioned landed property and while enjoying the same in his khas possession with his family members died intestate leaving behind her the following legal heirs and successors:-

- | | | |
|----|---------------------------|-------|
| 1. | SMT.REBA CHAKRABORTY | -Wife |
| 2. | SRI DEBABRATA CHAKRABORTY | - Son |

AND WHEREAS, after the death of the said Deb Das Chakraborty, his wife SMT.REBA CHAKRABORTY and only son SRI DEBABRATA CHAKRABORTY became the joint owners of the schedule mentioned landed property left by their husband/father respectively.

5. The devolution of Title of land of Owner SI.No.5 viz. GANPATI CONSTRUCTION.

AND WHEREAS, under a Deed of Absolute Sale the said Bijan Baran Chakraborty sold out his undivided $1/3^{\text{rd}}$ share of LOT-'C' property measuring about Two(2) Cottaha Three(3) Chhittacks and Forty-three(43) Sq.ft. and undivided 577.34 Sq.ft. old dilapidated pucca structure out of total area of Six(6) Cottahas Eleven(11) Chhittacks and 41(Forty-one) Sq.ft. more or less with two-storied old dilapidated pucca building measuring about a total constructed area of 1732 Sq.ft. and singularly hold undivided 1618.67 Sq.ft. to GANPATI CONSTRUCTION a partnership firm having its principal place of business at 784, Purba Sinthee Road, Madhugarh, P.S. Dum Dum, Kolkata - 700 030, being represented by its partners (1) SRI TAPAS ROY son of Sri Surendra Chandra Roy, by faith - Hindu, by occupation - Business, residing at 784, Purba Sinthee Road, Madhugarh, P.S. Dum Dum, Kolkata - 700 030 and (2) SRI DHRUBAJYOTI CHAKRABORTY son of Sri Rabindra Nath Chakraborty, by faith - Hindu, by occupation - Business, residing at 180, Rabindra Nath Tagore Road (also known as Bediapara Lane, P.S. Dum Dum, Kolkata - 700 077, against a valuable consideration mentioned in the said Deed and the same was registered with the Office of the A.D.S.R. Cossipore Dum Dum and recorded therein in Book No.1, Vol.No.1506-2016, Page from 52684 to 52722, Being No.150601241 for the year 2016.

AND WHEREAS, now, the said GANPATI CONSTRUCTION a partnership firm having its principal place of business at 54, R.N. Tagore Road, P.S. Dum Dum, Kolkata - 700 077, being represented by its partners (1) SRI TAPAS ROY son of Sri Surendra Chandra Roy, by faith - Hindu, by occupation - Business, residing at 784, Purba Sinthee Road, Madhugarh, P.S. Dum Dum, Kolkata - 700 030 and (2) SRI DHRUBAJYOTI CHAKRABORTY son of Late Rabindra Nath Chakraborty, by faith - Hindu, by occupation - Business, residing at 180, Rabindra Nath Tagore Road (also known as Bediapara Lane, P.S. Dum Dum, Kolkata - 700 077, became the sole and absolute owner of undivided Two(2) Cottaha Three(3) Chhittacks and Forty-three(43) Sq.ft. and undivided 577.34 Sq.ft. old dilapidated pucca structure.

AND WHEREAS, now the above named Owner SI.Nos.(1a), (1b) & (1c) viz. SMT.MAYA RANI DAS, SRI BARUN DAS & SMT.SUKLA DAS nee BALA entered into a Land Development Agreement with GANPATI CONSTRUCTION a partnership firm having its principal place of business at 54, R.N. Tagore Road, P.S. Dum Dum, Kolkata - 700 077, being represented by its partners (1) SRI TAPAS ROY son of Sri Surendra Chandra Roy, by faith - Hindu, by occupation - Business, residing at 784, Purba Sinthee Road, Madhugarh, P.S. Dum Dum, Kolkata - 700 030 and (2) SRI DHRUBAJYOTI CHAKRABORTY son of Late Rabindra Nath Chakraborty, by faith - Hindu, by occupation - Business, residing at

180, Rabindra Nath Tagore Road (also known as Bediapara Lane, P.S. Dum Dum, Kolkata - 700 077, the party of the **THIRD PART** herein on 23/05/2016 for development of their land at Municipal Holding No.109, Bediapara Lane Ward No.11 of the South Dum Dum Municipality measuring an area of One(1) Cottaha Ten(10) Chhittack and Thirty(30) Sq.ft. more or less with certain terms and conditions mentioned therein and the said Development Agreement was registered with the Office of the A.D.S.R. Cossipore Dum Dum and recorded therein in Book No.1, Vol.No.1506-2018, Page from 159177 to 159202, Being No.150604127 for the year 2016, a Xerox copy of the said Deed is enclosed **AND** also execute and registered a Development Power of Attorney on 23/05/2016 with the Office of the A.D.S.R. Cossipore Dum Dum and recorded therein in Book No.1, Vol.No.1506-2018, Page from 159177 to 159202, Being No.150604127 for the year 2016, A Xerox copy of the said Deed is enclosed.

AND WHEREAS, the above named Owner Sl.No.2 viz **SRI BABLA DUTTA** entered into a Land Development Agreement with **GANPATI CONSTRUCTION** a partnership firm having its principal place of business at 54, R.N. Tagore Road, P.S. Dum Dum, Kolkata - 700 077, being represented by its partners (1) **SRI TAPAS ROY** son of Sri Surendra Chandra Roy, by faith - Hindu, by occupation - Business, residing at 784, Purba Sinthee Road, Madhugarh, P.S. Dum Dum, Kolkata - 700 030 and (2) **SRI DHRUBAJYOTI CHAKRABORTY** son of Late Rabindra Nath Chakraborty, by faith - Hindu, by occupation - Business, residing at 180, Rabindra Nath Tagore Road (also known as Bediapara Lane, P.S. Dum Dum, Kolkata - 700 077, the party of the **THIRD PART** herein on 05/04/2017 for development of HIS land at Municipal Holding No.121, Bediapara Lane Ward No.11 of the South Dum Dum Municipality measuring an area of One(1) Cottaha more or less with certain terms and conditions mentioned therein and the said Development Agreement was registered with the Office of the A.D.S.R. Cossipore Dum Dum and recorded therein in Book No.1, Vol.No.1506-2018, Page from 65980 to 66010, Being No.150602243 for the year 2017, a Xerox copy of the said Deed is enclosed **AND** also execute and registered a Development Power of Attorney on 05/04/2017 with the Office of the A.D.S.R. Cossipore Dum Dum and recorded therein in Book No.1, Vol.No.1506-2018, Page from 159177 to 159202, Being No.150604127 for the year 2017, A Xerox copy of the said Deed is enclosed.

AND WHEREAS, the above named Owner Sl.No.3(a), (b), (c), (d) & 4(a), (b), (c), (d), (e) viz (1) **SMT.NILIMA CHAKRABORTY** (2) **SRI ASHOK CHAKRABORTY** (3) **SRI ASHIM CHAKRABORTY** (4) **SMT.JABA CHAKRABORTY** (5) **SMT.KRISHNA ACHARYA** (6) **SRI ASHIT CHAKRABORTY** (7) **SRI AMIT BARAN CHAKRABORTY** (8) **SRI ALOK BARAN CHAKRABORTY** and (9) **SMT.KARABI CHAKRABORTY** entered into a Land Development Agreement with **GANPATI CONSTRUCTION** a partnership firm having its principal place of business at 784, Purba Sinthee Road, Madhugarh, P.S. Dum Dum, Kolkata - 700 030, being represented by its partners (1) **SRI TAPAS ROY** son of Sri Surendra Chandra Roy, by faith - Hindu, by occupation - Business, residing at 784, Purba Sinthee Road, Madhugarh, P.S. Dum Dum, Kolkata - 700 030 and (2) **SRI**

DHRUBAJYOTI CHAKRABORTY son of Late Rabindra Nath Chakraborty, by faith - Hindu, by occupation - Business, residing at 180, Rabindra Nath Tagore Road (also known as Bediapara Lane, P.S. Dum Dum, Kolkata - 700 077, the party of the **THIRD PART** herein on 31/01/2014 for development of their land at Municipal Holding No.123(New) & 81(Old), Bediapara Lane Ward No.11 of the South Dum Dum Municipality measuring an area of Six(6) Cottahs Eleven(11) Chhittacks and Forty-one(41) Sq.ft. more or less with certain terms and conditions mentioned therein and the said Development Agreement was registered with the Office of the A.D.S.R. Cossipore Dum Dum and recorded therein in Book No.1, CD Vol.No.4, Page from 1 to 38, Being No.01338 for the year 2014, a Xerox copy of the said Deed is enclosed **AND** also execute and registered a Development Power of Attorney on 31/01/2014 with the Office of the A.D.S.R. Cossipore Dum Dum and recorded therein in Book No.1, CD Vol.No.4, Page from 39 to 61, Being No.01339 for the year 2014, A Xerox copy of the said Deed is enclosed.

AND WHEREAS, the above named Owner Sl.No.5(a) & (b) viz. **SMT.REBA CHAKRABORTY & SRI DEBABRATA CHAKRABORTY** entered into a Land Development Agreement with **GANPATI CONSTRUCTION** a partnership firm having its principal place of business at 54, R.N. Tagore Road, P.S. Dum Dum, Kolkata - 700 077, being represented by its partners (1) **SRI TAPAS ROY** son of Sri Surendra Chandra Roy, by faith - Hindu, by occupation - Business, residing at 784, Purba Sinthee Road, Madhugarh, P.S. Dum Dum, Kolkata - 700 030 and (2) **SRI DHRUBAJYOTI CHAKRABORTY** son of Late Rabindra Nath Chakraborty, by faith - Hindu, by occupation - Business, residing at 180, Rabindra Nath Tagore Road (also known as Bediapara Lane, P.S. Dum Dum, Kolkata - 700 077, the party of the **THIRD PART** herein on 27/01/2016 for development of their land at Municipal Holding No.123(New), Bediapara Lane Ward No.11 of the South Dum Dum Municipality measuring an area of Two(2) Cottahs Zero(0) Chhittacks and Thirty(30) Sq.ft. more or less with certain terms and conditions mentioned therein and the said Development Agreement was registered with the Office of the A.D.S.R. Cossipore Dum Dum and recorded therein in Book No.1, Vol.No.1506-2016, Page from 28357 to 28395, Being No.150600587 for the year 2016, a Xerox copy of the said Deed is enclosed **AND** also execute and registered a Development Power of Attorney on 27/01/2016 with the Office of the A.D.S.R. Cossipore Dum Dum and recorded therein in Book No.1, Vol.No.1506-2016, Page from 28758 to 28786, Being No.150600599 for the year 2016, A Xerox copy of the said Deed is enclosed.

AND WHEREAS, the above named Owner Sl.No.6 viz. **GANPATI CONSTRUCTION (PAN : AALFG1985H)** a partnership firm having its principal place of business at 54, R.N. Tagore Road, P.S. Dum Dum, Kolkata - 700 077, being represented by its partners (1) **SRI TAPAS ROY (PAN : AGBPR3283P)** son of Sri Surendra Chandra Roy, by faith - Hindu, by occupation - Business, residing at 784, Purba Sinthee Road, Madhugarh, P.S. Dum Dum, Kolkata - 700 030 and (2) **SRI DHRUBAJYOTI CHAKRABORTY (PAN : ABZPC5537A)** son of Late Rabindra Nath Chakraborty, by faith - Hindu, by occupation - Business, residing at

180, Rabindra Nath Tagore Road (also known as Bediapara Lane, P.S. Dum Dum, Kolkata - 700 077, as Promoter/Developer have purchased Land admeasuring undivided Two(2) Cottahs Three(3) Chhittacks and Forty-three(43) Sq.ft. being Municipal Holding No.123 & 81(Old) Bediapara Lane in Ward No.11 of the South Dum Dum Municipality vide above mentioned Deed No.1-1241 for the year 2016 of A.D.S.R. Cossipore Dum Dum from SriBijan Baran Chakraborty.

AND WHEREAS, the land of Municipal Holding Numbers (1) 108, Bediapara Lane measuring an area of One(1) Cottah Ten(10) Chhittack and Thirty(30)2 Sq.ft. m/l (2) 121, Bediapara Lane measuring an area of One(1) Cottah m/l (3 & 4) 123(New) & 81(Old) Bediapara Lane measuring an area of Six(6) Cottahs Eleven(11) Chhittacks and Forty-ono(41) Sq.ft. m/l (5) 123, Bediapara Lane measuring an area of Two(2) Cottahs Zero(0) Chhittack and Thirty(30) Sq.ft. m/l, (6) 123(New) & 81(Old) Bediapara Lane measuring an area of Two(2) Cottahs Three(3) Chhittacks and Forty-three point six seven(43.67) Sq.ft. m/l., all in Ward No.11 of the South Dum Dum Municipality are adjacent to each other measuring a total area of Eight(8) Cottahas Eleven(11) Chhittascks and Forty-four(44) Sq.ft. more or less.

AND WHEREAS, the above named owners of Municipal Holding Numbers (1) 108, Bediapara Lane viz., SMT.MAYA RANI DAS, SRI BARUN DAS & SMT.SUKLA DAS (2) 121, Bediapara Lane viz. SRI BABLA DUTTA (3 & 4) 123(New) & 81(Old) Bediapara Lane viz. SMT.NILIMA CHAKRABORTY, SRI ASHOK CHAKRABORTY, SRI ASHIM CHAKRABORTY, SMT.JABA CHAKRABORTY, SMT.KRISHNA ACHARYA, SRI ASHIT CHAKRABORTY, SRI AMIT BARAN CHAKRABORTY, SRI ALOK BARAN CHAKRABORTY and SMT.KARABI CHAKRABORTY (5) viz. SMT.REBA CHAKRABORTY & SRI DEBABRATA CHAKRABORTY & (6) 123(New) & 81(Old) Bediapara Lane viz. GANPATI CONSTRUCTION, all in Ward No.11 of the South Dum Dum Municipality have interested to amalgamate their respective plot of land into a singular Municipal Holding so that a composite building plan may be obtained on the entire amalgamated land area of Eight(8) Cottahas Eleven(11) Chhittascks and Forty-four(44) Sq.ft. more or less.

AND WHEREAS, thereafter the above owners of Five different Municipal Holdings prayed to the authority of the South Dum Dum Municipality for obtaining a single municipal holding so that they may deposit their municipal taxes under a single municipal holding for obtaining a composite building plan on the entire amalgamated land area of Eleven(11) Cottah Seven(7) Chhittacks and Eleven(11) Sq.Ft. more or less.

AND WHEREAS, considering the proposal of the land-owners, the Municipal Authority have grant an Amalgamated Municipal Holding being No.108, Bedia Para Lane in Ward No.11 of the South Dum Dum Municipality, a Xerox copy of the amalgamated Mutation Certificate and Municipal Tax Receipt is enclosed.

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 Bengal Act XLI of 2017)

"Rules" means the West Bengal Housing Industry Regulation Rules 2018 made under the West Bengal Housing Industry Regulation Rules Act, 2017.

The Owner and the promoter have entered into a [collaboration development/joint development] agreement dated registered as document no..... at the office of the Sub-Registrar.

B. The said land is earmarked for the purpose of building a [commercial/residential/any other purpose] project comprising multistoried apartment building and [insert any other components of the Projects] and the said project be known as "Project".

[OR]

The said Land is earmarked for the purpose of plotted development of a [commercial/residential/any other purpose] project, comprising plots and [insert any other components of the Projects] and the said project shall be known as "West View Terrace".

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

C. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Sand Land on which Project is to be constructed have been completed.

D. The[Please insert the 'name of the concerned competent authority'] has granted the commencement certificate to develop the project vide approval datedbearing registration no.

E. The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the apartment, plot or building, as the case may be form [please insert the name of the concerned competent authority]. 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;

F. The Promoter has registered the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at _____ on _____ under registration no. _____

G. The Allottee had applied for an apartment in the Project vide application no. _____ dated _____ and has been allotted apartment no. _____ having carpet area of _____ square feet, type, on floor in [tower/block/building] no. _____ ("Building") along with garage/covered parking no. _____ admeasuring _____ square feet in the _____ [Please insert the location of the garage/covered parking], as permissible under the applicable law and of pro rata share in the common areas ("Common Areas") 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);

[OR]

The Allottee had applied for a plot in the Project vide application no. _____ dated _____ and has been allotted plot no. _____ having area _____ of square feet and plot for garage/covered parking admeasuring square feet (if applicable) in the _____ [Please insert the location of the garage covered parking], as permissible under the applicable law and of pro rata share in the common areas ("Common Areas") as defined under clause (m) of Section 2 of the Act (hereinafter referred to as the "Plot" more particularly described in Schedule A);

H. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein:

1. [Please enter any additional disclosures/details];

J. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;

K. The Parties, 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/ Plot] and the garage/covered parking (if applicable) as specified in para G.

NOW THEREFORE, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuable consideration, the Parties agree as follows:

1 TERMS:

1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the [Apartment/Plot] as specified in para G.

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

Block/Building/Tower	No.	Rate of Apartment per square feet*
Apartment No. _____		
Type _____		
Floor _____		
Total price (in rupees)		

*Provide break up of the amounts such as cost of apartment, cost of exclusive balcony or verandah areas, cost of exclusive open terrace areas, proportionate cost of common areas, preferential location charges, taxes, maintenance charges as per para II etc., if/as applicable [AND] [if/as applicable]

Garage/Covered parking-1	Price for 1
Garage/Covered parking-2	Price for 1
Total price (in rupees)	

[OR]

Plot No. _____	Rate of plot per square feet *
Type _____	
_____	_____

Total price in Rupees	
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*Provide break up of the amounts such as cost of plot, proportionate cost of common areas, taxes, maintenance charges as per para II etc., if/as applicable.

[AND] [if/as applicable]

Garage/Covered parking-1	Price for 1
Garage/Covered parking-2	Price for 1
Total price (in rupees)	

Explanation:

- (i) The Total Price above includes the booking amount paid by the allottee to the Promoter towards the [Apartment/ Plot];
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of 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/plot to the allottee and the project to the association of allottees 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 scheduled 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 in writing 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/Plot] includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, 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 specifications to be provided within the [Apartment/ Plot] 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 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 scheduled 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 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 instalments payable by the Allottee by discounting such early payments @-% per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.

1.6. 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.

1.7. [Applicable in case of an apartment] The Promoter shall confirm to the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate* is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for

the carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area then the Promoter 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 para 1.2 of this Agreement.

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

- (i) The Allottee shall have exclusive ownership of the [Apartment/Plot].
- (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. 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/Plot] includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, 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 specifications to be provided within the [Apartment/Plot] 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/plot at the rate prescribed.

1.9. It is made clear by the Promoter and the Allottee agrees that the [Apartment/Plot] along with _____ garage/covered parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.

1.10. The Promoter agrees to pay all outgoings before transferring the physical possession of the apartment to the Allottees, which it has collected from the Allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or

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

1.11. The Allottee has paid a sum of Rs. _____ (Rupees _____ only) as booking amount being part payment towards the Total Price of the [Apartment/Plot] at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the [Apartment/Plot] as prescribed in the Payment Plan [Schedule C] as may be demanded by the Promoter within the time and in the manner specified therein: Provided that if the allottee delays in payment towards any amount 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 A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of _____ payable at _____

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, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or 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 of 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 payments made by him/her under any head(s) of dues against lawful outstanding of the allottee against the [Apartment/Plot], 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 of the [Apartment/Plot] and accepted the floor plan, payment plan and the 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 bye-laws, FAR and density norms and provisions prescribed by the _____ [Please insert the relevant State laws] 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/Plot] - 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/Plot] 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 affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the [Apartment/Plot].

Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the

Allottee the entire amount received by the Promoter from the allotment within 45 days from that date. 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 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/Plot], 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 promoter 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 fulfilment 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 allottees, as the case may be after the issuance of the completion certificate for the project. The promoter shall hand over the occupancy certificate of the apartment/ plot, 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/Plot] — Upon receiving a written intimation from the Promoter as per para 7.2, the Allottee shall take possession of the [Apartment/Plot] from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the [Apartment/Plot] to the allottee. In case the Allottee fails to take possession within the time provided in para

7.2, such Allottee shall continue to be liable to pay maintenance charges as specified in para

7.4 Possession by the Allottee — After obtaining the occupancy certificate* and handing over physical possession of the [Apartment/Plot] to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of 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 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 allotment in the Project as provided in the Act:

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

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 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/Plot] (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 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 [Apartment/Plot] which shall be paid by the promoter to the allottee within 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; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project;
[In case there are any encumbrances on the land provide details of such encumbrances including any rights, title, interest and name of party in or over such land];
- (iv) There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the [Apartment/Plot];
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and [Apartment/Plot] are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and [Apartment/Plot] and common areas,

- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (viii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land including the Project and the said [Apartment/Plot] which will, in any manner, affect the rights of Allottee under this Agreement;
- (ix) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [Apartment/Plot] to the Allottee in the manner contemplated in this Agreement;
- (x) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the [Apartment/Plot] to the Allottee and the common areas to the association of allottees or the competent authority, as the case may be;
- (xi) 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;
- (xii) 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 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;
- (xiii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project.

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) Promoter fails to provide ready to move in possession of the [Apartment/Plot] to the Allottee within the time period specified in para 7.1 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 Promoter under the conditions listed above, Allottee is entitled to the following:

- (i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any 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/Plot), which shall be paid by the promoter to the allottee within 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 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 condition listed above continues for a period beyond _____ consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the [Apartment/Plot] in favour of the Allottee and refund the money paid to him by the allottee by deducting the hooking 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:

The Promoter, on receipt of Total Price of the [Apartment/Plot] as per para 1.2 under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the [Apartment/Plot] together with proportionate indivisible share in the Common

Areas within 3 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]. However, in case the Allottee fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, 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 services in the Project till the taking over of the maintenance of the project by the association of allottees 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/Plot].

12. DEFECT LIABILITY:

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

The Promoter/maintenance agency/association of allottees 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 allottees and/or 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.

14. USAGE:

Use of Basement and Service Areas: The basement(s) 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 equipments etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces and the same shall be reserved for use by the association of allottees formed by the Allottees for rendering maintenance services.

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 [Apartment/Plot] 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 Plot], or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the [Apartment/Plot] and keep the [Apartment/Plot], its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenatable 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 facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the [Apartment/Plot] or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall including the outer and load bearing wall of the [Apartment/Plot].
- 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 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 / Plot] 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(s) anywhere in the Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority(ies) 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 [Apartment/Plot/ Building] and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force,

such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such [Apartment/Plot/Building].

19. APARTMENT OWNERSHIP ACT (OR THE RELEVANT STATE ACT):

The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the _____

[Please insert the name of the Apartment Ownership Act]. The Promoter showing compliance of various laws/ regulations as applicable in _____

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 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 (specify the address of the Sub-Registrar) as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the 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.

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/plot/building, 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 ON ALLOTTEE / SUBSEQUENT ALLOTTEES:

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

24. WAIVER NOT A LIMITATION TO ENFORCE:

24.1. 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 Allottees.

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

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(s) in Project, the same shall be the proportion which the carpet area of the [Apartment/Plot] bears to the total carpet area of all the [Apartments/Plots] in the Project.

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, in _____ after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar at _____ (specify the address of the Sub-

Registrar). Hence this Agreement shall be deemed to have been executed at _____

29. NOTICES:

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

_____ Name of Allottee
_____ (Allottee Address)
M/s _____ Promoter name
_____ (Promoter Address)

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

30. JOINTALLOTTEES:

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

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 or the rules or the regulations made thereunder.

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 in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably

by mutual discussion, failing which the same shall be settled under the Arbitration and Conciliation Act, 1996.

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

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for Sale at _____ (city/town name) in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee: (including joint buyers)

(1) Signature _____
Name _____
Address _____

(2) Signature _____
Name _____
Address _____

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Promoter:

(1) Signature _____
Name _____
Address _____

At _____ on _____ in the presence of:

WITNESSES:

(1) Signature _____
Name _____
Address _____

(2) Signature _____
Name _____
Address _____

SCHEDULE 'A' - Please insert description of the [Apartment/Plot] and tile Garage/Covered Parking (If Applicable) along with Boundaries in all Four Directions.

SCHEDULE 'B' - Floor plan of The Apartment.

SCHEDULE - 'C'
Payment Plan

After each floor roof casting	10% of the Flat Value	
After Brick of Work of Booked Flat		- 10%
After Flooring of Booked Flat		- 10%
At the time of Registration or Possession		- 10% (remaining balance)
		100 %

SCHEDULE - 'D'

STRUCTURE	:	RCC pile foundation as per geo-technical engineer's recommendation.
ELEVATION	:	Modern elevation, conforming to latest international designs.
BRICK WORK	:	Bricks wall with plastering, External 8" (AEC BLOCK), Internal 5" & 3" wall clay bricks with Putty finish.
FLOORNG	:	All bedrooms, living/ dining, kitchen, verandah & toilet with skirting will be finished with good quality vetrified tiles and stair case, landing & lobbies finished marble with acid polish.
KITCHENS	:	Antiskid tile flooring. Ceramic tiles upto 3 ft. above granite stone counter top with stainless steel sink.
TOILETS	:	In the toilet commode (Parryware) will be installed all bath fillings will be MARK/ESSESS/ESSCO brand.
DADO	:	The toilet dado up to 6' height digital glaze tile of reputed brand.

DOORS	:	All Door frame will be standard quality Sal woods & pallah of main door will be Teak-wood with polish.
WINDOWS	:	All widows will be made of Annodised Aluminium channel with black glass and necessary fittings.
VERANDAH/BALCONY	:	Perapet wall with grill upto 3 height.
FINISHINGS finish.	:	Latest weather proof non-fading acrylic exterior finish.
PLUMBING	:	All plumbing pipe line concealed with P.V.C. and outside supreme make.
ELECTRICALS modular	:	Concealed Finolex/Havells cooper wiring with switches.
A) Each Bed Room	:	3 light, 1 fan, 1 plug (5 amp.) point.
B) Living/Dining	:	3 light, 1 fan (5 amp.), 1 plug (15 amp.) point.
C) Kitchen point	:	1 light, 1 kitchen Chimney point, 1 plug (15 amp)
E) Toilet	:	1 light, 1 exhaust fan point, 1 Gizer point.
F) Calling Bell	:	1 point at the main entrance.
G) Air Conditioner	:	1 point (master bedroom).
h) Balcony	:	1 light point.
WATER SUPPLY	:	Overhead water tank attached with water pump for taking water from underground reservoir & installed water treatment plant (R.O.)
ELEVATOR	:	Reputed make Elevator.
COMMUNITY HALL	:	Rooftop community Hall.
OTHER FACILITIES	:	CCTV Camera, Intercom facility

SCHEDULE - 'E'
(Project Specification)

1. 24 hours CC TV Surveillance.
2. Roof Top Community Hall.
3. Intercom System.
4. Water treatment Plan at roof top.
5. Temple at roof top.
6. Two nos main gate.
7. All Courtyard area will be paved by stone/tiles block.
8. Water supply through Deep Tube well.
9. Two nos. common toilet at ground floor.
10. Caretaker room at Roof top.