

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE (“Agreement”) executed on this __ (Date) day of _____ (Month), 2019,

BY AND BETWEEN

(1) RASHMI DEALER PRIVATE LIMITED (Income Tax PAN No. AADCR9005L) a company incorporated under the Companies Act, 1956, having its registered office at 2B, Grant Lane, Second Floor, Post Office-Bowbazar, Police Station-Bowbazar, Kolkata-700012, represented by one of its Directors, Mr. Pradip Hirawat, son of Madanlal Hirawat of 2B, Grant Lane, Second Floor, Kolkata- 700012, **(2) SHREE SHYAM AGRO PRIVATE LIMITED**, (Income Tax PAN No. AAGCS9223A) a company incorporated under the Companies Act, 1956, having its registered office at 17, Park Lane, Second Floor, Post Office-Park Street, Police Station - Park Street, Kolkata- 700016, represented by one of its Directors, Mr. Sunil Kumar Agarwal, son of Shambhu Dayal Agarwal of 17, Park Lane, Second Floor, Kolkata- 700016 and **(3) SHREEDHAN CONSTRUCTION PRIVATE LIMITED**, (Income Tax PAN No. AASCS8038D), a Company incorporated under the Companies Act, 1956, having its registered office at 10-1-2, Syed Sally Lane, Post Office-Tiretta Bazar, Police Station – Jorasanko, Kolkata-700073 , represented by one of its Directors, Mr. Sudhir Kumar Bhagat, son of Bijay Kumar Bhagat of 10-1-2, Syed Sally Lane, Post Office-Kolootola, Police Station-Jorasanko, Kolkata-700073 hereinafter jointly referred to as **“the Owners/Vendors”** (which term and expression shall, unless otherwise excluded by or repugnant to or inconsistent with the subject or context or meaning thereof, be deemed to mean and include their respective heirs, successors, executors, administrators, legal representatives and/or assigns) of the FIRST PART.

-AND-

FTC CONCRETE PRIVATE LIMITED, (Income Tax PAN No.AABCF2315D) a company incorporated under the Companies Act, 1956, having its registered office at PS Srijan Corporate Park, Tower-1, Unit-1511, Block-GP, Plot-G2, Salt lake, Sector- V, Post Office- Mahisbathan, Police -Electronics Complex ,

Kolkata-700091, represented by one of its Directors, Mr. Sandeep Chindalila (Income Tax PAN:AEHPC8826R), son of Fateh Chand Chindalia, working for gain at 4A, Syed Sally Street, Post Office-Kolootola, Police Station-Jorasanko, Kolkata-700073, hereinafter called and referred to as **“the Promoter”** (which term or expression shall, unless otherwise excluded by or repugnant to or inconsistent with the subject or context or meaning thereof, be deemed to mean and include its successors-in-interest, successors-in-office and assigns) of the SECOND PART.

-AND-

MR./MS. _____(PAN:_____), son/wife/daughter of _____ by faith - _____, by occupation - _____, residing at _____Post Office _____, Police Station - _____, Pin _____, hereinafter called and referred to as **“the Allottee”** (which term or expression shall, unless otherwise excluded by or repugnant to or inconsistent with the subject or context, be deemed to mean and include his/her/their heirs, successors, executors, administrators, legal representatives and assigns) of the THIRD PART.

For the purpose of avoiding unnecessary repetition and for the sake of brevity, the Vendors, Promoter and Allottee, hereinafter and hereunder, whenever and wherever necessary, shall collectively be referred to as “Parties”.

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) “Regulations” means the Regulations made under West Bengal Housing Industry Regulation Act, 2017;
- d) “Section” means a section of the Act.

WHEREAS:

- A. One Ganendra Nath Dey was absolutely seized and possessed of and/or otherwise well and sufficiently entitled to all that the piece and parcel of bastu land admeasuring 0.36 acres, more or less, in J.L. no.14, Mouza – Ghola, R.S. Dag no.834, R.S. Khatian no.3, Police Station –Khardah, District Sub Registration Office at Barrackpore, District – 24 Parganas (North), and all that the piece and parcel of Doba land admeasuring 0.05 acres, more or less in J.L. no.14 Mouza – Ghola, R.S. Dag no.835, R.S. Khatian no.3, Police Station – Khardah, District Sub-Registration Office at Barrackpore, District – 24 Parganas (North), aggregating to all that the piece and parcel of bastu and doba land admeasuring 0.41 acres, more or less, in J.L. no.14 mouza – Ghola, R.S. Khatian no.3, Police Station – Khardah, District Sub Registration Office at Barrackpore, District – 24 Parganas (North), hereinafter referred to as the aforementioned MOTHER PLOTS.
- B. The said Ganendra Nath Dey who was a Hindu governed by the Dayabhaga School of Hindu Law died intestate leaving behind him surviving his wife, (Smt.) Sarbamangala Devi and his only son, Panchanan Dey as his legal heirs who jointly inherited inter alia the mother plots.
- C. By a registered deed of sale made between the said (Smt.) Sarbamangala Devi and his only son, Panchanan Dey, therein collectively referred to as the vendors of the one part and one Jonabali Mondal alias Janab Ali Mandal, therein referred to as the purchaser of the other part and registered in the office of the District Sub Registration Office at Barrackpore in Book I, Volume no.10 at pages 67 to 71 being no.410 for the year 1947 the vendors therein for the consideration therein mentioned sold, transferred and conveyed the mother plots in favour of the purchaser therein free from all encumbrances of any nature whatsoever.
- D. By an agreement dated 21st June, 1966 made between the said Jonabali Mondal alias Janab Ali Mandal, therein referred to as the

vendor of the one part and one Atul Chandra Ghosh, therein referred to as the purchaser of the other part, the vendor therein for the consideration therein mentioned agreed to sell, transfer and convey the mother plots to the purchaser therein and/or in favour of his nominees free from all encumbrances of any nature whatsoever.

E. Pursuant to the said agreement, by a deed of conveyance dated 29th August, 1966 made between the said Jonabali Mondal alias Janab Ali Mandal, therein referred to as the vendor of the one part and one (Smt.) Indu Rani Ghosh, wife of said Atul Chandra Ghosh, therein referred to as the purchaser of the other part and registered in the office of the District Sub Registration Office at Barrackpore in Book no.I volume no.72 at pages 116 to 121, being no. 4671 for the year 1966 the vendor therein for the consideration therein mentioned sold, transferred and conveyed the mother plots in favour of the purchaser therein being the nominee of the said Atul Chandra Ghosh.

F. By actual measurement, the land comprised in R.S. Dag no. 834 comprised in the mother plots was found to contain an area of about 19 cottah and 6 chittaks, be the same or a little more or less (equivalent to 0.32 acres, more or less).

G. After purchasing the mother plots, the said (Smt.) Indu Rani Ghosh caused a plan to be sanctioned from the office of the Panihati Municipality being sanction no.269 dated 27th February, 1969 and in pursuance thereof, the said (Smt.) Indu Rani Ghosh constructed a partly 2(two) storied and partly 1(one) storied building thereon.

H. In the circumstances, the said (Smt.) Indu Rani Ghosh became absolutely seized and possessed of and/or otherwise well and sufficiently entitled to FIRSTLY ALL THAT the partly 2(two) storied and partly 1(one)storied building and structure togetherwith all that the piece and parcel of bastu land admeasuring 0.32 acres more or less in J.L. no. 14 Mouza -Ghola R.S. and L.R. Khatian no.957, R.S. Dag no.834, L.R. Dag no.1050, police Station - Khardah, District Sub-

Registration office at Barrackpore, District – 24 Parganas (North), presently within Ward no.30 of Panihati Municipality and SECONDLY all that the piece and parcel of Doba land admeasuring 0.05 acres, more or less in J.L. no.14 Mouza – Ghola, R.S. and L.R. Khatian no.957, R.S. Dag no.835, L.R. Dag no. 1051, police station – Khardah, District Sub-Registration office at Barrackpore, District – 24 Parganas (North), presently within Ward no.30 of Panihati Municipality, aggregating to all that the partly 2 (two) storied and partly 1 (one) storied building and structures togetherwith all that the piece and parcel of bastu and Doba land admeasuring 0.37 acres, more or less, in J.L. no.14, Mouza – Ghola, R.S. and L.R. Khatian no.957, R.S. Dag nos. 834 and 835, L.R. Dag nos. 1050 and 1051, Police Station – Khardah, District Sub Registration Office at Barrackpore, District 24 Parganas (North), presently being holding no.32, Md. Kala Chand Road, within Ward no. 30 of Panihati Municipality, morefully and particularly described in the schedule hereunder written and hereinafter referred to as ‘the said premises’.

- I. On or about 7th August, 2008, the said (Smt.) Indu Rani Ghosh who was a Hindu governed by the Dayabhaga School of Hindu Law died intestate leaving behind surviving her four sons, namely Parimal Chandra Ghosh, Sunil Chandra Ghosh, Bimal Chandra Ghosh and Arun Chandra Ghosh as her legal heirs who jointly inherited, inter alia, the said premises each having an undivided 1/4th share therein.
- J. On or about 26th December, 2010 the said Arun Chandra Ghosh, who was a Hindu governed by the Dayabhaga School of Hindu Law died intestate leaving behind him surviving his wife Smt. Mira Ghosh, his only son Amitava Ghosh and his only daughter (Smt.) Anuradha Datta, who jointly inherited, inter alia, the respective share of the Late Arun Chandra Ghosh in the said premises.
- K. The said Parimal Chandra Ghosh, Sunil Chandra Ghosh, Bimal Chandra Ghosh, Mira Ghosh, Mira Ghosh, Amitava Ghosh and (Smt.) Anuradha Datta thus became jointly and absolutely entitled to their

respective shares of right, title and ownership in respect of the said premises, being all that the partly 2 (two) storied and partly 1 (one) storied building and structures togetherwith all that the piece and parcel of bastu and Doba land admeasuring 0.37 acres, more or less, in R.S. Dag nos. 834 and 835, L.R. Dag nos. 1050 and 1051, R.S. and L.R. Khatian no.957, J.L. no.14, Mouza – Ghola, being holding no.32, Md. Kala Chand Road, within Ward no. 30 of Panihati Municipality, Police Station – Khardah (presently Ghola), Kolkata - _____, District Sub Registration Office at Barrackpore, District - 24 Parganas (North).

- L. While being well seized and possessed of the said premises, the said Parimal Chandra Ghosh, Sunil Chandra Ghosh, Bimal Chandra Ghosh, Mira Ghosh, Amitava Ghosh and (Smt.) Anuradha Datta, being the owners of the said premises, by virtue of an agreement for sale dated 31st December, 2012 made between themselves as the vendors therein of the one part and Tapan Kumar Sarkar, being the purchaser therein of the other part, agreed to sell and transfer the said premises in favour of the said purchaser and/or his nominees. Subsequently, by a registered indenture dated 22nd April, 2013 made, executed and entered into by and between the said Parimal Chandra Ghosh, Sunil Chandra Ghosh, Bimal Chandra Ghosh, Mira Ghosh, Amitava Ghosh and (Smt.) Anuradha Datta, being the vendors therein of the first part and the said Tapan Kumar Sarkar, the confirming party therein of the Second part and one Rashmi Dealer Private Limited, Shree Shyam Agro Private Limited, Shree Dhan Construction Private Limited, the Purchasers therein of the Third Part, the said vendors sold and transferred unto and in favour of the said purchasers therein the said premises, being all that the partly 2 (two) storied and partly 1 (one) storied building and structures togetherwith all that the piece and parcel of bastu and Doba land admeasuring 0.37 acres, more or less, in R.S. Dag nos. 834 and 835, L.R. Dag nos. 1050 and 1051, R.S. and L.R. Khatian no.957, J.L. no.14, Mouza – Ghola, being holding no.32, Md. Kala Chand Road, within Ward no. 30 of Panihati Municipality, Police Station – Khardah (presently Ghola), Kolkata - _____, District Sub Registration Office at

Barrackpore, District 24 Parganas (North), which was registered with the office of the Additional Registrar of Assurances-II, Kolkata and recorded in Book No.I Volume No.19, pages 3112 to 3136, being Deed no. 05761 for the year 2013, for valuable consideration free from all encumbrances.

M. The said (1) Rashmi Dealer Private Limited, (2) Shree Shyam Agro Private Limited, (3) Shree Dhan Construction Private Limited, since the aforesaid purchase, are absolutely seized and possessed of all that the partly 2 (two) storied and partly 1 (one) storied building and structures togetherwith all that the piece and parcel of bastu and Doba land admeasuring 0.37 acres, more or less, lying and situated at R.S. Dag nos. 834 and 835, L.R. Dag nos. 1050 and 1051 and R.S. and L.R. Khatian no.957, J.L. no.14, Mouza – Ghola, being holding no.32, Md. Kala Chand Road, within Ward no. 30 of Panihati Municipality, Police Station – Khardah, Kolkata _____, District Sub Registration Office at Barrackpore, District - 24 Parganas (North) and duly mutated their names in the records of Panihati Municipality and had been paying the taxes and/or rates regularly in respect of the said premises.

N. The vendors herein subsequently decided to develop the said premises and erect and/or construct a multistoried building thereon in terms of and in accordance with the sanctioned building plan, being sanction no.997 dated 23rd June, 2014 of the Panihati Municipality and pursuant to a development agreement dated 31st July, 2015 registered with the office of the Additional Registrar of Assurances-II, Kolkata and recorded in Book no.I, Volume no.1902-2015 (hereinafter referred to as 'the said development agreement'), pages 106346 to 106410, being no.190208894 for the year 2015, by virtue of which the vendors herein appointed M/s. FTC Concrete Private Limited, the developer herein to develop the said premises and to construct a multistoried building thereon, the said developer started constructing a multistoried building thereon comprising of various flats/units/apartments and spaces capable of being held and/or enjoyed independently of each other.

- O. In pursuance of the terms of the said development agreement and the plan sanctioned by the Panihati Municipality as aforesaid, the developer has already taken steps to start the process of commencement of construction of the new buildings after demolishing the old structure standing thereon. Construction of the said building is now complete.
- P. Discussions and negotiations have taken place between the developer and the Allottee(s) for transfer by way of sale of an apartment and the commercial terms and conditions in this regard have been finalized. The Allottee(s) has/have made himself/herself/themselves satisfied and are convinced that the Developer has sufficient and legal power and right to enter into this agreement and that the selected apartment is free from all encumbrances of any nature whatsoever.
- Q. At or before execution of these presents, the Allottee(s) has/have fully satisfied himself/herself/themselves and has/have agreed not to raise any objection, question regarding the validity and legality as to the:
- i) Right, title and interest of the Owners/Vendor and Promoter in the said flat and building;
 - ii) The terms and conditions contained and recorded in the said Development Agreement;
 - iii) The plan sanctioned by the Panihati Municipality;
 - iv) The right and authority of the Promoter to enter into this agreement.
- R. The Allottee(s) further acknowledges that for the purpose of maintenance of the common parts and portions and for rendition of the common services comprised in the building, making payment of the maintenance charges regularly and punctually is an essential pre-condition of this sale.
- S. The Said Premises earmarked for the purpose of building a [commercial/residential project, comprising of G+___ storied apartment buildings comprising of various flats, units and car parking spaces and the said project shall be known as ‘_____’ (“Project”).

- T. 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 Premises on which the Project has been carried out have been completed.
- U. The Panihati Municipality has granted the commencement certificate to develop the Project vide approval dated _____ bearing registration no. _____.
- V. The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and the building, from Panihati Municipality. 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.
- W. The Promoter has registered the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at Kolkata on _____ under registration no. _____.
- X. 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 on _____ floor in no. _____ in building lying and situates at Holding No. 32, Md. Kala Chand Road, within Ward no. 30 of Panihati Municipality within the district of North 24 Parganas (“Building”) along with garage/covered parking no. _____ admeasuring _____ square feet in the _____, as permissible under the applicable law and of pro rata share in the common areas (“Common Areas”) as defined under clause (m) of Section 2 of the Act (hereinafter referred to as the “Apartment” more particularly described in Schedule B and the floor plan of the apartment is annexed hereto).
- Y. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.

Z. 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.

AA. 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.

BB. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment and the garage/covered parking (if applicable) as specified hereinabove.

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 as specified hereinabove.

1.2 The Total Price for the Apartment based on the carpet area is Rs. _____ (Rupees _____ only ("Total Price"))

Building no. ____ Apartment no. _____ Floor _____	Rate of Apartment per square feet (Break up of all components)
Total price (in rupees)	

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 Goods and Services Tax (GST), and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) up to the date of handing over the possession of the apartment to the allottee and the project to the association of 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 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 explanation (ii) hereinabove and includes cost for

providing all other facilities, amenities and specifications 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 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 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 as mentioned below:

- (i) The Allottee shall have exclusive ownership of the Apartment;
- (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share / interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the promoter shall hand over the common areas to the association of allottees after duly obtaining the completion certificate from the competent authority as provided in the Act;

- (iv) That the computation of the price of the Apartment includes recovery of price of land, construction of the Apartment, 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 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, as the case may be.

1.9 It is made clear by the Promoter and the Allottee agrees that the Apartment 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 at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan [Schedule C] as may be demanded by the Promoter within the time and in the 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 [Schedule C] through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of “FTC Concrete Private Limited” payable at Kolkata.

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 amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other

applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

3.2 The Promoter accepts no responsibility in regard to matters specified in para 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the allottee against the Apartment, if any, in his/her name and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

5. TIME IS ESSENCE:

If the project has not been completed yet, 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 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 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 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:

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 allottees or the competent authority, as the case may be, is the essence of the Agreement.

Construction of the apartment is complete and the said is ready to be handed over to the purchaser. It is for allottee to take possession of the said flat and appurtenances, after fulfilling all obligations under this agreement, including payment of the balance of the total consideration indicated above subject to execution and registration of necessary deed of conveyance. The Promoter assures to hand over possession of the Apartment along with ready and complete common areas with all specifications, amenities and facilities of the project, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the delivery of possession of the apartment ("Force Majeure") in which event, the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment.

Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 days from that date. 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 certificate* from the competent authority shall offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement to be taken within two months from the date of issue of 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 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 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 the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Apartment to the allottee. In case the Allottee fails to take possession within the time provided in para 7.2, such Allottee shall continue to be liable to pay maintenance charges as specified in para 7.2.

7.4 Possession by the Allottee - After obtaining the certificate* and handing over physical possession of the Apartment to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of Allottees 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] (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, 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, which shall be paid by the promoter to the allottee within forty-five days of it becoming due.

8. REPRESENTATIONS AND WARRANTIES OF THE OWNERS/PROMOTER:

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

(i) The owners have absolute, clear and marketable title with respect to the said Land; the Promoter has 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 allottees or the competent authority, as the case may be;

(x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;

(xi) The 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;

(xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project.

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 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, 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 3 (three) consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate prescribed in the Rules;
- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond 3 (three) 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 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: 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 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 not been included in the Total Price of the Apartment.

12. DEFECT LIABILITY:

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter 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 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, namely, _____ 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 use by the association of allottees formed by the Allottees for rendering maintenance services.

15. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

15.1 Subject to para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

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 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.

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 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 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.

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

The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972. The Promoter showing compliance of various laws/regulations as applicable in the State of West Bengal.

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 Registrar or Sub-Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Registrar or 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 and the Project shall equally be applicable to and enforceable against and by any subsequent Allottees of the Apartment], in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

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 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 complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee in Kolkata. After the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution, the said Agreement shall be registered at the office of the Concerned Registrar or Sub-Registrar at Kolkata. Hence this Agreement shall be deemed to have been executed at Kolkata.

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)

FTC CONCRETE PRIVATE LIMITED, having its registered office at PS Srijan Corporate Park, Tower-1, Unit-1511, Block-GP, Plot-G2, Salt lake, Sector-V, Post Office- Mahisbathan, Police -Electronics Complex , Kolkata-700091

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. JOINT ALLOTTEES:

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

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.

13.1 This agreement supersedes all earlier agreements, memorandums, brochures and/or arrangements between the parties hereto and the parties hereto shall be bound by the terms and conditions herein contained.

13.2 This agreement is personal and the Allottee(s) shall not be entitled to transfer, let out, mortgage, grant lease in respect of the said flat without the consent in writing of the promoter until such time the full amount of consideration has been paid by the Allottee(s) to the Developer and the

Allottee(s) performing and observing all the other terms and conditions herein contained and on the part of the Allottee(s) to be performed and observed.

13.3 The right of the Allottee(s) shall remain restricted to the said flat and the properties appurtenant thereto and in no event the Allottee(s) shall be entitled and hereby agrees not to claim any right in respect of the other parts or portions of the said Building and the said premises.

13.4 The name of the building shall be “_____” and will not be changed.

13.5 The Owners, the Developer and the Allottee(s) have entered into this agreement purely on principal to principal basis and nothing stated herein shall be deemed to constitute a partnership between the Owners, the Developer and the Allottee(s) or be construed as a joint venture between the parties herein nor shall the Owners/Developer and the Allottee(s) constitute an association of persons. Each party shall keep the other party duly indemnified from and against the same.

13.7 It is hereby expressly agreed by and between the parties hereto that nothing herein contained shall be construed to be a ‘works contract’ and it is hereby further agreed by and between the parties hereto in the event of the Developer being liable to make payment of any sales tax or service tax or any other statutory tax or duty or levy in respect of this agreement, the Allottee(s) shall be liable and agrees to make payment of the same at or before taking over possession of the said flat.

13.9 The Allottee(s) has assured the Developer that he/she/they has/have the financial capacity to pay the balance of the total consideration amount in the manner mentioned herein.

13.10 the Developer shall have exclusive right over all open areas within the premises, which are not specifically allotted.

34. DOCUMENTATION CHARGES:

14.1 Stamp duty, registration charges and other incidental expenses and/or in relation to conveyance of the said flat and for obtaining approval and consent necessary for such transfer and also any other assurances, deeds required to be made for or in relation thereto shall be borne and paid by the Allottee.

14.2 At or before taking delivery of possession the Allottee/Allottee(s) shall also pay the estimated expenses and/or in relation to registration of deed of conveyance of the said flat.

SCHEDULE -A

(Premises)

(Part-I)

ALL THAT the partly 2 (two) storied and partly 1 (one) storied building and structures measuring 3000 Square Feet (Ground Floor 1500 Square Feet and 1st Floor 1500 Square Feet) **TOGETHER WITH ALL THAT** the piece and parcel of Bastu land admeasuring 0.32 Acres, more or less in R. S. Dag No. 834, L. R. Dag No. 1050, R. S. and L. R. Khatian No. 957, J. L. No.14, Mouza- Ghola, Police Station - Khardah, District Sub Registration Office at Barrackpore, District – 24 Parganas (North) within Ward No. 30 of Panihati Municipality;

(Part-II)

ALL THAT the piece and parcel of Doba land admeasuring 0.05 Acres, more or less in R. S. Dag No. 835, L. R. Dag No. 1051, R. S. and L. R. Khatian No. 957, J. L. No.14 Mouza- Ghola, Police Station - Khardah, District Sub Registration Office at Barrackpore, District – 24 Parganas (North) within Ward No. 30 of Panihati Municipality;

AGGREGATING IN ALL TO ALL THAT the partly 2 (two) storied and partly 1 (one) storied building and structures **TOGETHER WITH ALL THAT** the piece and parcel of Bastu and Doba land admeasuring 0.37 Acres, more or less in J.L. No. 14, Mouza – Ghola, R. S. and L. R. Khatian No. 957, R.S. Dag Nos. 834 and 835, L. R. Dag Nos. 1050 and 1051, Police Station -

Khardah, District Sub Registration Office at Barrackpore, District – 24 Parganas (North), presently being Holding No. 32, Md. Kala Chand Road, within Ward No. 30 of Panihati Municipality and delineated in the map or plan annexed hereto and bordered in colour “**RED**” thereon and butted and bounded in the manner as follows :

ON THE NORTH: BY R. S. Dag No. 831, 835 and 837;

ON THE EAST : BY R. S. Dag No. 836;

ON THE SOUTH: BY 20 feet wide Municipal Road;

ON THE WEST : R. S. Dag No. 830;

SCHEDULE - B

(Flat and Appurtenances)

Part-I

ALL THAT the entire flat on the _____ floor of the building, being Flat No. _____, having carpet area of about _____ square feet, more or less, lying and situated at the Premises as described in Schedule-A above, being Holding No. 32, Md. Kala Chand Road, within Ward No. 30 of Panihati Municipality, District – North 24 Parganas TOGETHERWITH undivided proportionate share in the land comprised in the said premises ALONGWITH proportionate share in the common portions of the building as described in the Schedule-C below. The layout plan of such flat is attached hereto.

Part - II

(Garage/Parking Space)

ALL THAT _____ Open/covered Car Parking spaces on the Ground Floor of the Building measuring area of about ___ square feet, be the same or little more or less, lying and situated at Holding No. 32, Md. Kala Chand Road, within Ward No. 30 of Panihati Municipality, Police Station - _____, District – North 24 Parganas, Kolkata _____.

SCHEDULE - C
(Common Portions)

Undivided impartible proportionate share and/or interest in the following common areas, amenities and facilities of the Building:

1. Areas:
 - (a) Open and/or covered paths and passage.
 - (b) Boundary walls and main gates of the New Building.

2. Water and Plumbing :
 - (a) Water reservoirs.
 - (b) Water tanks.
 - (c) Water pipes
 - (d) Under ground tank.

3. Electrical Installations:
 - (a) Wiring and accessories for lighting of Common Portions
 - (b) Electrical Installations relating to meter for receiving electricity from CESC Ltd.
 - (c) Pump and motor
 - (d) Elevator/lift,

4. Drains:
 - (a) Drains, sewers and pipes
 - (b) Drainage connection with the Panihati Municipality

5. Others:

Other areas and installations and/or equipments as are provided in the New Building for common use and enjoyment.

SCHEDULE - D
(PAYMENT PLAN)

a) On application	--	10%
b) At the time of execution of this agreement	--	10%
c) Upon commencement of foundation work	--	10%
d) Upon commencement of first floor roof casting	--	10%
e) Upon commencement of third floor roof casting	--	10%

f) Upon commencement of top floor roof casting	--	10%
g) Upon commencement of brick work	--	10%
h) Upon commencement of flooring	--	10%
i) On installation of lift & generator	--	10%
j) At the time of handing over possession	--	10%

SCHEDULE - E

(SPECIFICATIONS)

Common Portions:

The Common Portions will be completed and finished as follows:

Structure & Brick Work	:	Earthquake resistant RCC framed construction. External Walls: 250/200mm thick with cement mortar (1:6) using first class bricks/AAC Block(include) Partition Walls: 125mm/75mm thick with cement mortar (1:4) using first class bricks/infill bricks providing wire mesh as required for 75mm wall.
Plaster	:	Wall Plaster-outside surface 18mm thick (1:6 cement mortar), inside plaster - 12mm thick (1:6 cement mortar), Ceiling Plaster - 6mm thick (1:4 cement mortar). Proper chipping will be done before ceiling plastering.
Stair Case	:	Will be finished with good quality marble/kota stone/cast-in-situ and mild steel/brick railing.
Parking Area And Side Passage	:	Will have I.P.S. flooring under laid over flat brick soling.
Roof Treatment	:	Plain cement concrete with necessary admixture.
Water Tanks	:	R.C.C. underground water reservoir will be made. R.C.C. overhead tanks will be provided.

Electrical	:	<p>Electrical mains etc. will be of good quality Copper Wire:</p> <p>Copper wire will be provided as per the following:</p> <p>For Fan & Light Point : 0.75 Sq. mm.</p> <p>For Power Line : 1.50 Sq. mm.</p> <p>For Main Line : 2.50 Sq. mm.</p>
Telephone	:	<p>Central distribution box at ground floor with a network of inbuilt telephone wiring to each Unit, with provision for outlet point in the master bedroom and other areas of the Units.</p>
Painting And Finishing	:	<p>Outside face of external walls – Latest weather proof non-fading exterior finish of the highest quality.</p> <p>Internal face of the walls – Plastic Emulsion paint over smooth impervious plaster of paris.</p> <p>M.S./Wooden Window, gates and grills will be painted with two coats of enamel paints over two coats of primer</p>

Said Flat:

The Said Flat will be completed and finished as follows:

Brick Work	:	<p>External Walls: 250mm/200mm thick with cement mortar (1:6) using first class bricks.</p> <p>AAC Block (should be added)</p> <p>Partition Walls: 75mm. /125mm. thick with cement mortar (1:4) using first class bricks providing wire mesh as required for 75mm wall.</p>
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Plaster	:	Wall Plaster outside surface 18mm. thick (1:6 cement mortar), inside plaster 12mm. thick (1:6 cement mortar), Ceiling Plaster 6mm. thick (1:4 cement mortar). Proper chipping will be done before wall and ceiling plastering.
Floor of Rooms And Toilets	:	Vitrified tile flooring in all the rooms, kitchen verandah etc. and ceramic tile in all toilets.
Toilet Walls	:	Upto 7' finished with white/light coloured ceramic tiles.
Door	:	Door frames will be made of tough timber frames. Solid core flush shutters will be provided. Mortise lock in the door for each room and night latch for main door of the flat will be provided.
Window	:	Aluminum frames with fully glazed shutters and superior quality fittings.
Sanitary Fittings In Toilets	:	The following will be provided: a) Chromium plated fittings of Jaquar or equivalent. b) White Porcelain Parryware or equivalent wash basin. c) White Porcelain Parryware or equivalent European type water closet. d) Concealed hot and cold water pipe line. e) Geyser point in all bathrooms and one washing machine point.
Kitchen	:	Kitchen Platform with Granite slab. Walls will be finished upto 2' high above platform with ceramic tiles. Steel sink with drain board of good quality will be provided.
Electrical Points	:	Superior quality concealed P.V.C.

<p>And Fittings</p>	<p>conduits with copper wire will be provided.</p> <p>Bed room points - 2 lights, 1 fan, and 1 5 amp plug.</p> <p>Living-cum-dining- 3 lights, 2 fans, 1 5 amp plug and 1 15 amp plug.</p> <p>Kitchen - 1 light, 1 Exhaust fan and 1 15 amp plug.</p> <p>Toilet - 1 light, 1 Exhaust fan, 1 15 amp plug.</p> <p>Calling bell point for the flat at main door of the flat will be provided.</p> <p>Telephone & Cable TV/Broadband point will be provided.</p> <p>Latest Modular Switches and MCB will be provided.</p>
<p>Painting And Finishing</p>	<p>And : Outside face of external walls - Good quality Cement Paint.</p> <p>Internal face of the walls - Good quality plaster of paris.</p> <p>Doors and M.S. grills will be painted with two coats of enamel paints over two coats of primer.</p>

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 (Authorised Signatory) _____

Name _____

Address _____

At _____ on _____ in the presence of:

WITNESSES:

1. Signature _____

Name _____

Address _____

2. Signature _____

Name _____

Address _____