

## **AGREEMENT FOR SALE**

**THIS AGREEMENT FOR SALE** is executed on this the      day of **November**, **2018** (Two Thousand Eighteen) **BY AND BETWEEN (1) SRI SAMAR DAS** son of- Late Phanindra Nath Das, by faith- Hindu, by occupation- Business, by nationality- Indian, residing at- 316, N.S Road, P.O- Narendrapur, P.S.- Sonarpur, Kolkata- 700103, **(2) SRI TAPASH BHADURI** son of- Late Amaresh Chandra Bhaduri, by faith- Hindu, by nationality- Indian, by occupation- Business, residing at- 74, Bidhanpally, Police Station- Bansdroni, Kolkata- 700084, **(3) SRI ARDHENDU SEKHAR SARDAR**, son of- Late Nonigopal Sardar, by faith- Hindu, by occupation- Retired Person, by nationality- Indian, residing at Barhans Fartabad Sardarpara, P.O.- Garia, P.S.- Sonarpur, Kolkata -700084, **(4) SRI SHUBRANGSHU SARDAR**, son of- Late Sudhangshu Sardar by faith- Hindu, by occupation- Service, by nationality- Indian, residing at- Fartabad, Sardarpara, P.O - Garia, P.S.- Sonarpur, Kolkata-700084, **(5) SMT. KARUNAMOYEE SARDAR** wife of- Late Suvendu Sekhar Sardar, by faith- Hindu, by occupation- Housewife, by nationality- Indian, residing at- Fartabad Sardarpara, P.O - Garia, P.S.- Sonarpur, Kolkata- 700084, **(6) SMT. KUHELI MONDAL**, wife of- Swapan Mondal, by faith Hindu, by occupation- Housewife, by nationality- Indian, residing at- Balia East, P.O.- Garia, P.S.- Sonarpur, Kolkata- 700084, **(7) SMT. KAKALI DAS**, wife of- Sri Bidyut Das, by faith- Hindu, by occupation- Housewife, by nationality- Indian, residing at Maheshtala, Dakghar, P.S. Maheshtala, Kolkata - 700141 – all represented by their Lawful Constituted Attorney **SRI AMIT GANGULY** son of- Sri Ranjit Ganguly, by faith- Hindu, by occupation- Business, by nationality- Indian, residing at- 174, Garia Station Road (opposite Garia Baroda Prasad High School), P.O.- Garia, P.S.- Sonarpur, Kolkata-700084, hereinafter jointly called and referred to as the “**OWNERS**” (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their legal representative, heirs, successors, executors and/or assigns) of the **FIRST PART**

**AND**

**GANGULY HOME SEARCH PRIVATE LIMITED** (CTN No. ....)

a Company incorporated under the Companies Act, 1956, and having its registered Office at- 167, Garia Station Road, P.O.- Garia, P.S.- Sonarpur, Kolkata- 700084 and represented by its Director **SRI AMIT GANGULY** son of- Sri Ranjit Ganguly, by faith- Hindu, by occupation- Business, by nationality- Indian, residing at- 174, Garia Station Road (opposite Garia Baroda Prasad High School), P.O.- Garia, P.S.- Sonarpur, Kolkata- 700084 authorized vide Board resolution dated ....., hereinafter referred to as the "**PROMOTER**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns).OF THE **SECOND PART**

**AND**

Mr./Ms..... (Aadhaar no.....) son/daughter of, aged about.....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).

The Owners, Promoter and Allottee shall hereinafter collectively be referred to as the Parties" and individually as a "Party".

**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 the West Bengal Housing Industry Regulation Act, 2017;
- d) "section" means a section of the Act.

**WHEREAS:**

- A.** Originally Ramchandra Sardar, son of- Baikuntha Sardar was the recorded owner of the land measuring about 24 decimal in R.S Dag No. 1231, 13 decimal in R.S. Dag No. 1236 & 52 decimal in R.S. Dag No. 1237 all in Mouza- Barhans Fartabad with other lands and after the death of Ramchandra Sardar his 2 (two) sons namely Nanigopal Sardar and Hiralal Sardar jointly inherited the said lands of Ramchandra Sardar and in the Revisional Settlement Record-of Rights (Parcha) the names of Nani Gopal Sardar and Hiralal Sardar have been published in respect of the said lands;
- B.** On 16.05.1967 Nanigopal Sardar and Hiralal Sardar for making equal division and demarcation of their respective shares in the said total lands executed a Deed of Partition between them, which was registered before Sub. Registrar, Sonarpur and recorded in Book No. I, Volume No. 13, Pages 146 to 155, Being No. 686, for the year 1967;
- C.** Nanigopal Sardar being the First Party and as per "Schedule- Kha" of the said Deed of Partition got the absolute ownership of the Schedule land with other lands and after the demise of Nanigopal Sardar on 21.11.1979 and that of his wife Bijan Bala Sardar their 3 (three) sons namely Sri Subhendu Sekhar Sardar, Sri Ardhendu Sekhar Sardar, Dr. Sudhanshu Sekhar Sardar and 5 (five) daughters namely (1) Smt. Ashalata @ Durgabala Safui, wife of- Late Ashwini Kumar Sanfui, (2) Smt. Nilima Halder, wife of- Late Rabindranath Haldar, (3) Smt. Gayatri Mondal, wife of- Sri Haridas Mondal, (4) Smt. Sibani Roy, wife of- Late Rajani Bhushan Roy, (5) Smt. Gita Biswas, wife of- Dr. Kamallesh Biswas, – all 8 (eight) of them jointly inherited the share of Nanigopal Sardar;

- D.** After the demise of Dr. Sudhanshu Sekhar Sardar on 17.01.2007 and that of his wife Smt. Bimala Sardar on 20.06.2006 their 3 (three) sons namely (1) Sri Himangsu Sardar, (2) Sri Shubrangshu Sardar, (3) Sri Sitangshu Sardar and only daughter Smt. Sanghamitra Sarkar, wife of- Sri Subhachari Sarkar- all 4 (four) of them jointly inherited the undivided share of Dr. Sudhanshu Sekhar Sardar;
- E.** After the demise of Subhendu Sekhar Sardar on 02.01.2010 his wife Smt. Karunamoyee Sardar and 2 (two) daughters namely Smt. Kuheli Mondal, wife of Sri Swapan Mondal and Smt. Kakali Das, wife of Sri Bidyut Das - all 3 (three) of them jointly inherited the undivided share of Subhendu Sekhar Sardar;
- F.** Hiralal Sardar being the Second Party and as per "Schedule- Ga" of the said Deed of Partition got the ownership of the land as mentioned in the Schedule hereunder written and after the death of Hiralal Sardar on 08.03.1980 and that of his wife Anila Sardar on 27.12.2006, their 2 (two) sons namely Sri Purnendu Sekhar Sardar, Arabinda Sekhar Sardar and 6 (six) daughters namely (1) Biva Mondal, (2) Prova Giri, (3) Sova Roy Naskar, (4) Niva Mondal, (5) Reba Sardar (6) Subhra Mondal - all 8 (eight) of them jointly inherited the said total land of Hiralal Sardar;
- G.** After the death of Arabinda Sekhar Sardar his wife Dipali Sardar and 3 (three) daughters namely (1) Mousumi Mondal, wife of Sri Arup Kumar Mondal, (2) Madhumita Haldar, wife of Sri Abhijit Haldar and (3) Mohua Mondal, wife of Sri Sujit Mondal, all 4(four) of them jointly inherited the share of land from Arabinda Sekhar Sardar;
- H.** After the death of Biva Mondal her 4 (four) sons namely (1) Ashok Kumar Mondal, (2) Shashanka Sekhar Mondal, (3) Samarendra Nath Mondal and (4) Amarendra Nath Mondal and 3 (three) daughters namely (1) Sumitra Naskar, wife of Nirmal Naskar, (2) Sabita Mondal, wife of Sri Ashok Mondal and (3) Kabita Naskar, wife of Sri Balaram Naskar - all 7(seven) of them jointly inherited the share of land from Biva Mondal;

- I.** After the death of Reba Sardar her only son Sudip Sardar solely inherited the share of land from his mother Reba Sardar;
- J.** On 17.04.2012 the aforementioned legal heirs of Arabinda Sekhar Sardar jointly sold the land measuring about 4.87 decimal alongwith their share in the common passage measuring about 0.063 decimal or 27.5 sq.ft to Samar Das (the Owner No. 1 herein) by virtue of a Deed of Conveyance registered before A.D.S.R Sonarpur and recorded in Book No. I, C.D Volume No. 13, Pages 3676 to 3693, Being No. 4656 for the year 2012;
- K.** On 30.12.2011 Subhra Mondal and Prova Giri jointly sold the land measuring about 9.75 decimal alongwith their share in the common passage measuring about 0.126 decimal or 55 sqft to Samar Das (the Owner No. 1 herein) by virtue of a Deed of Conveyance registered before A.D.S.R Sonarpur and recorded in Book No. I, C.D Volume No. 33, Pages 3094 to 3110, Being No. 14211 for the year 2011;
- L.** On 03.06.2012 the aforementioned legal heirs of Biva Mondal jointly sold the land measuring about 4.87 decimal alongwith their share in the common passage measuring about 0.063 decimal or 27.5 sqft to Samar Das (the Owner No. 1 herein) by virtue of a Deed of Conveyance registered before A.D.S.R Sonarpur and recorded in Book No. I, C.D Volume No. 21, Pages 4154 to 4172, Being No. 7566 for the year 2012;
- M.** On 19.04.2012 Sudip Sardar (the only legal heir of Reba Sardar) sold the land measuring about 4.87 decimal alongwith his share in the common passage measuring about 0.063 decimal or 27.5 sq.ft to Samar Das (the Owner No. 1 herein) by virtue of a Deed of Conveyance registered before A.D.S.R Sonarpur and recorded in Book No. I, C.D Volume No. 14, Pages 5433 to 5448, Being No. 5010 for the year 2012;
- N.** On 16.01.2011 Sova Naskar and Niva Mondal jointly sold the land measuring about 9.75 decimal alongwith their share in the common passage measuring about 0.126 decimal or 55 sq.ft to Samar Das (the Owner No. 1 herein) by virtue of a Deed of Conveyance registered before

A.D.S.R Sonarpur and recorded in Book No. I, C.D Volume No. 1, Pages 6702 to 6719, Being No. 404 for the year 2012;

- O.** On 09.11.2012 Sitangshu Sardar, son of Late Sudhangshu Sardar sold the land measuring about 3 cottahs 5 chittacks 5 sq.ft. or 5.5 decimal alongwith his share in the common passage measuring about 0.03 decimal or 13.59 sq.ft to Samar Das (the Owner No. 1 herein) by virtue of a Deed of Conveyance registered before A.D.S.R Sonarpur and recorded in Book No. I, C.D Volume No. 36, Pages 1110 to 1129, Being No. 13618 for the year 2012;
- P.** On 06.11.2012 Gita Biswas, wife of Kamalesh Biswas sold the land measuring about 5.25 decimal alongwith her share in the common passage measuring about 0.062 decimal or 27.22 sq. ft. to Samar Das (the Owner No. 1 herein) by virtue of a Deed of Conveyance registered before A.D.S.R Sonarpur and recorded in Book No. I, C.D Volume No. 35, Pages 6585 to 6601, Being No. 13440 for the year 2012, which includes 3.125 decimal of land and 27.22 sq. ft. share of the common passage comprising of R.S. Dag No. 1237 & 1237/1903 which is the subject matter of this Development Agreement and the balance 2.125 decimal of land out of 5.25 decimal land comprises of R.S. Dag No. 3064 & 3065 which is not the subject matter of this Development Agreement;
- Q.** On 04.12.2013 Sanghamitra Sarkar, wife of Shubochari Sarkar sold the land measuring about 5.3 decimal alongwith her share in the common passage measuring about 0.04 decimal or 16.98 sq.ft. to Samar Das (the Owner No. 1 herein) by virtue of a Deed of Conveyance registered before A.D.S.R Sonarpur and recorded in Book No. I, C.D Volume No. 28, Pages 1697 to 1720, Being No. 12538 for the year 2013;
- R.** On 12.04.2013 the aforementioned 4 (four) daughters of Nani Gopal Sardar (except Gita Biswas) jointly sold the land measuring about 6 chittacks or 0.625 decimal as their share of land in the common passage to Samar Das (the Owner No. 1 herein) by virtue of a Deed of Conveyance registered before A.D.S.R Sonarpur and recorded in Book No. I, C.D Volume No. 10, Pages

7676 to 7696, Being No. 4530 for the year 2013;

- S.** Thus by virtue of the aforementioned Deeds of Conveyance, Samar Das (the Owner No. 1 herein) became the owner of the entire land measuring about 49.875 decimal equivalent to 30 cottahs 2 chittacks 36 sq. ft. in R.S Dag No. 1231, 1236, 1237 and 1237/1903 under R.S Khatian No. 511, 1792 and 1737, all under Mouza- Barhans Fartabad out of the property morefully described in the First Schedule written herein below and after purchasing the said land and while enjoying the ownership of the same Samar Das (the Owner No. 1 herein) entered into a Development Agreement with Ganguly Home Search Private Limited (the Promoter herein) for development of his said land measuring about 49.875 decimal equivalent to 30 cottahs 2 chittacks 36 sq. ft., the said Development Agreement was registered on 18.09.2014 before A.D.S.R. Sonarpur and recorded in Book No. I, C.D Volume No. 20, Pages 5683 to 5723, Being No. 9742 for the year 2014 and for smooth running of the construction work Samar Das (the Owner No. 1 herein) executed a Power of Attorney in favour of Amit Ganguly which was registered on 18.09.2014 before A.D.S.R. Sonarpur and recorded in Book No. I, C.D Volume No. 20, Pages 5663 to 5682, Being No. 9743 for the year 2014;
- T.** Originally Ramchandra Sardar, son of- Baikuntha Sardar was the recorded owner of the land in R.S. Dag No. 1231, 1236 & 1237 all in Mouza- Barhans Fartabad with other lands and after the death of Ramchandra Sardar his 2 (two) sons namely Nanigopal Sardar and Hiralal Sardar jointly inherited the said lands of Ramchandra Sardar and thereafter on 16.05.1967 Nanigopal Sardar and Hiralal Sardar for making proper division and demarcation of their respective shares in the said lands of Ramchandra Sardar executed a Deed of Partition between them, which was registered before Sub. Registrar, Sonarpur and recorded in Book No. I, Volume No. 13, Pages 146 to 155, Being No. 686, for the year 1967;
- U.** Hiralal Sardar being the Second Party and as per "Schedule- Ga" of the said

Deed of Partition got the absolute ownership of the land measuring about 7 decimal in R.S. Dag No. 1231, R.S. Khatian No. 1792, 6 decimal in R.S. Dag No. 1236, R.S. Khatian No. 1792, 1737, 26 decimal in R.S. Dag No. 1237, R.S. Khatian No. 511 alongwith other lands and 1.25 decimal of land as common area (out of which 0.75 decimal of land in R.S. Dag No. 1231 & 0.5 decimal of land in R.S. Dag No. 1237) and after the death of Hiralal Sardar on 08.03.1980 and that of his wife Anila Sardar on 27.12.2006, their 2 (two) sons namely Sri Purnendu Sekhar Sardar, Arabinda Sekhar Sardar and 6 (six) daughters namely (1) Biva Mondal, (2) Prova Giri, (3) Sova Roy Naskar, (4) Niva Mondal, (5) Reba Sardar (6) Subhra Mondal - all 8 (eight) of them jointly inherited the said land total measuring about 39 decimal along with common area of 1.25 decimal and each of them became the joint owner of the undivided  $\frac{1}{8}$ <sup>th</sup> share of the said total land of (39+1.25) decimal = 40.25 decimal, i.e. each of them became the joint undivided owner of 5.03 decimal of land;

**V.** Thus by virtue of Law of Inheritance under the provisions of Hindu Succession Act, 1956, Purnendu Sekhar Sardar became the joint owner of the undivided  $\frac{1}{8}$ <sup>th</sup> share of the said land of 40.25 decimal, i.e. 5.03 decimal of land and thereafter on 14.02.2013, Purnendu Sekhar Sardar sold the said land measuring about 5.03 decimal to Tapash Bhaduri (the Owner No. 2 herein), by virtue of a Deed of Conveyance registered before A.D.S.R Sonarpur and recorded in Book No. I, C.D Volume No. 7, Pages 5075 to 5087, Being No. 2518, for the year 2013;

**W.** Thus by virtue of the aforementioned Deed of Conveyance, Tapash Bhaduri (the Owner No. 2 herein) became the owner of the land measuring about 5.03 decimal in R.S Dag No. 1231, 1236 and 1237, under R.S Khatian No. 511, 1792 and 1737, all under Mouza- Barhans Fartabad out of the property morefully described in the First Schedule written herein below and after purchasing the said land and while enjoying the ownership of the same Tapash Bhaduri (the Owner No. 2 herein) entered into a Development



Agreement with Ganguly Home Search Private Limited (the Promoter herein) for development of his said land measuring about 5.03 decimal, the said Development Agreement was registered on 27.04.2017 before A.D.S.R. Garia and recorded in Book No. I, C.D Volume No. 1629-2017, Pages 31990 to 32014, Being No. 1387 for the year 2017 and for smooth running of the construction work Tapash Bhaduri (the Owner No. 2 herein) executed a Power of Attorney in favour of Amit Ganguly which was registered on 27.04.2017 before A.D.S.R. Garia and recorded in Book No. I, C.D Volume No. 1629-2017, Pages 33487 to 33507, Being No. 1388 for the year 2017;

- X.** The K.P construction, a proprietorship firm, having its office at Vivekananda Complex, N.S Road, P.O.-Narendrapur, P.S.- Sonarpur, Kolkata-700103, being represented by its Sole Proprietor SRI SAMAR DAS, son of Late Phanindra Nath Das, residing at 316, N.S. Road, P.O.- Narendrapur, P.S.- Sonarpur, Kolkata- 700103 herein is the joint owner of the property having more or less 49.875 decimal land and the Owners No. 3 to 7 herein are the joint owners of the property measuring 21.96 decimal land;
- Y.** Originally Ramchandra Sardar, son of- Baikuntha Sardar was the recorded owner of the land measuring about 24 decimal in R.S Dag No. 1231, 13 decimal in R.S. Dag No. 1236 & 52 decimal in R.S. Dag No. 1237 all in Mouza- Barhans Fartabad with other lands and after the death of Ramchandra Sardar his 2 (two) sons namely Nanigopal Sardar and Hiralal Sardar jointly inherited the said lands of Ramchandra Sardar and in the Revisional Settlement Record-of Rights (Parcha) the names of Nani Gopal Sardar and Hiralal Sardar have been published in respect of the said lands;
- Z.** On 16.05.1967 Nanigopal Sardar and Hiralal Sardar for making equal division and demarcation of their respective shares in the land mentioned hereunder with other lands executed a Deed of Partition between them, which was registered before Sub. Registrar, Sonarpur and recorded in Book No. I, Volume No. 13, Pages 146 to 155, Being No. 686, for the year 1967;
- AA.** Nanigopal Sardar being the First Party and as per "Schedule- Kha" of

the said Deed of Partition got the absolute ownership of the Schedule land with other lands and after the demise of Nanigopal Sardar on 21.11.1979 and that of his wife Bijan Bala Sardar their 3 (three) sons namely Sri Subhendu Sekhar Sardar, Sri Ardhendu Sekhar Sardar, Dr. Sudhanshu Sekhar Sardar and 5 (five) daughters namely (1) Smt. Ashalata @ Durgabala Safui, wife of- Late Ashwini Kumar Sanfui, (2) Smt. Nilima Halder, wife of- Late Rabindranath Haldar, (3) Smt. Gayatri Mondal, wife of- Sri Haridas Mondal, (4) Smt. Sibani Roy, wife of- Late Rajani Bhushan Roy, (5) Smt. Gita Biswas, wife of- Dr. Kamalesh Biswas, - all 8 (eight) of them jointly inherited the share of Nanigopal Sardar;

**BB.** After the demise of Dr. Sudhanshu Sekhar Sardar on 17.01.2007 and that of his wife Smt. Bimala Sardar on 20.06.2006 their 3 (three) sons namely (1) Sri Himangsu Sardar, (2) Sri Shubrangshu Sardar, (3) Sri Sitangshu Sardar and only daughter Smt. Sanghamitra Sarkar, wife of- Sri Subhachari Sarkar- all 4 (four) of them jointly inherited the undivided share of Dr. Sudhanshu Sekhar Sardar;

**CC.** After the demise of Subhendu Sekhar Sardar on 02.01.2010 his wife Smt. Karunamoyee Sardar and 2 (two) daughters namely Smt. Kuheli Mondal, wife of Sri Swapan Mondal and Smt. Kakali Das, wife of Sri Bidyut Das - all 3 (three) of them jointly inherited the undivided share of Subhendu Sekhar Sardar;

**DD.** Hiralal Sardar being the Second Party and as per "Schedule- Ga" of the said Deed of Partition got the ownership of the land as mentioned in the Schedule hereunder written and after the death of Hiralal Sardar on 08.03.1980 and that of his wife Anila Sardar on 27.12.2006, their 2 (two) sons namely Sri Purnendu Sekhar Sardar, Arabinda Sekhar Sardar and 6 (six) daughters namely (1) Biva Mondal, (2) Prova Giri, (3) Sova Roy Naskar, (4) Niva Mondal, (5) Reba Sardar (6) Subhra Mondal - all 8 (eight) of them jointly inherited the said total land of Hiralal Sardar;

**EE.** After the death of Arabinda Sekhar Sardar his wife Dipali Sardar and

3 (three) daughters namely (1) Mousumi Mondal, wife of Sri Arup Kumar Mondal, (2) Madhumita Haidar, wife of Sri Abhijit Haidar and (3) Mohua Mondal, wife of Sri Sujit Mondal, all 4(four) of them jointly inherited the share of land from Arabinda Sekhar Sardar;

**FF.** After the death of Biva Mondal her 4 (four) sons namely (1) Ashok Kumar Mondal, (2) Shashanka Sekhar Mondal, (3) Samarendra Nath Mondal and (4) Amarendra Nath Mondal and 3(three) daughters namely (1) Sumitra Naskar, wife of Nirmal Naskar, (2) Sabita Mondal, wife of Sri Ashok Mondal and (3) Kabita Naskar, wife of Sri Balaram Naskar all 7(seven) of them jointly inherited the share of land from Biva Mondal;

**GG.** After the death of Reba Sardar her only son Sudip Sardar solely inherited the share of land from his mother Reba Sardar;

**HH.** In view of the aforementioned Partition Deed dated 16.05.1967 being Deed No. 686 of 1967 Nanigopal Sardar had half share in the 01 decimal land earmarked as common passage in C.S. Dag No. 1237 and in 1.5 decimal land earmarked as common passage in R.S. Dag No. 1231;

**II.** The aforementioned legal heirs of Nanigopal Sardar and his wife namely Bijanbala Sardar, Nanigopal Sardar's half share in the said 01 decimal land earmarked as common passage in C.S. Dag No. 1237 and in the 1.5 decimal land earmarked as common passage in R.S. Dag No. 1231, each of the three sons and five daughters acquired 1/16th share. As aforementioned Ardhendu Sekhar Sardar who is one of the sons of Nanigopal Sardar acquired in 01 decimal passage land of C.S. Dag No. 1237, 27.18 sq. ft. land and in 1.5 decimal passage land of R.S. Dag no. 1231, 40.78 sq. ft. land by way of inheritance from Nanigopal Sardar since deceased. Thus Ardhendu Sekhar Sardar became the owner to the extent of 27.18 sq. ft land in the 01 decimal passage land of C.S. Dag no. 1237 and 40.78 sq. ft. land in the 1.5 decimal passage land of R.S. Dag No. 1231.

**JJ.**A partition took place in respect of other joint properties belonging to the heirs of Hiralal Sardar and Nanigopal Sardar including the 11 decimal land

of R.S. Dag No. 1236 (though erroneously written as 13 decimal land) and the same was the subject matter of partition amongst the heirs of Hiralal Sardar and Nanigopal Sardar in the partition deed dated 02.07.1984 being deed no. 9183 of 1984. By that partition deed 11 decimal land of R.S. Dag No. 1236 which was allotted to Nanigopal Sardar by the Partition Deed no. 686 of 1967 and which was inherited by all the heirs of Nanigopal Sardar after the demise of Nanigopal Sardar was re-allotted only in favour of Bimala Sardar, Himangshu Sardar, Shubrangshu Sardar and Sitangshu Sardar, the heirs of Sudhangshu Sekhar Sardar, one of the sons of Nanigopal Sardar. Though 11 decimal land of R.S. Dag No. 1236 was in the allotment of Nanigopal Sardar, as a result of the Partition Deed dated 02.07.1984 being deed no. 9183 of 1984 registered at D.R. Alipore, Ardhendu Sekhar Sardar, the Owner no. 3 herein did not acquire any interest in the property of R.S. Dag No. 1236.

**KK.** In view of the partition being Deed No. 686 of 1967 each of Nanigopal Sardar's heirs after demise of Bijan Bala Sardar wife of Nanigopal Sardar acquired 1/8th share in 25 decimal land of C.S. Dag No. 1237 i.e. 3.125 decimal land each, and 1/8th share in the 10 decimal land of R.S. Dag No. 1231 i.e., 1.250 decimal land each. Thus Ardhendu Sekhar Sardar, the Owner no. 3 herein acquired 3.125 decimal land in C.S. Dag No. 1237 and 1.25 decimal land in R.S. Dag No. 1231 which was inherited by Ardhendu Sekhar Sardar on the demise of Nanigopal Sardar. Thus by way of inheritance Ardhendu Sekhar Sardar the Owner no. 3 herein acquired 3.125 decimal land in C.S. Dag No. 1237 and 1.25 decimal land in R.S. Dag No. 1231.

**LL.** Shubrangshu Sardar, Sitangshu Sardar and Sanghamitra Sarkar transferred 1 cottah 15 chittacks 22 sq. ft. or 3.25 decimal land in C.S. Dag No. 1237 in favour of Ardhendu Sekhar Sardar, the Owner no. 3 herein by the Gift Deed dated 10.03.2012 being Deed no. 4350 of 2012 registered at A.D.S.R. Sonarpur. Again Ashalata @ Durgabala Safui, Nilima Haider,

Gayatri Mondal and Sibani Roy transferred 02 cottahs 08 chittacks 17 sq. ft. or 4.17 decimal land in C.S. Dag no. 1237 and 01 cottah 07 sq. ft. or 1.67 decimal land in R.S. Dag No. 1231 in favour of Ardhendu Sekhar Sardar, the Owner no. 3 herein by the Gift Deed dated 10.03.2012 being deed no. 3668 of 2012 registered at A.D.S.R. Sonarpur;

**MM.** As a result of the aforementioned transfers and by way of inheritance in C.S. Dag no. 1237 Ardhendu Sekhar Sardar, the Owner no. 3 herein acquired total 10.545 decimal land and in R.S. Dag No. 1231 the Owner no. 3 herein acquired 2.92 decimal land in addition to 27.18 sq. ft. land in 01 decimal passage land of C.S. Dag no. 1237 and 40.78 sq. ft land in the 15 decimal passage land of R.S. Dag No. 1231;

**NN.** The after the demise of Nanigopal Sardar and his wife namely Bijanbala Sardar, Nanigopal Sardar's half share in the said 01 decimal land earmarked as common passage in C.S. Dag No. 1237 and in the 1.5 decimal land earmarked as common passage in R.S. Dag No. 1231, each of the three sons and five daughters acquired 1/16th share. Sudhanshu Sekhar Sardar died leaving behind his wife Bimala Sardar and three sons Shubrangshu Sardar, Himangshu Sardar, Sitangshu Sardar and only daughter Sanghamitra Sarkar. Thus on the demise of Bimala Sardar on 20.06.2006 in the 01 decimal passage of C.S. Dag No. 1237 Shubrangshu Sardar, the Owner no. 4 herein in 1/64th share acquired 6.79 Sq. ft. and in 1.5 decimal passage land of R.S. Dag No. 1231 the said Owner no. 4 acquired in 1/64th share 10.19 Sq. ft.

**OO.** A partition took place in respect of other joint properties belonging to the heirs of Hiralal Sardar and Nanigopal Sardar including the 11 decimal land of R.S. Dag No. 1236 (though erroneously written as 13 decimal land) and the same was the subject matter of partition amongst the heirs of Hiralal Sardar and Nanigopal Sardar in the partition deed dated 02.07.1984 being Deed no. 9183 of 1984. By that partition deed 11 decimal land of R.S. Dag No. 1236 which was allotted to Nanigopal Sardar by the partition deed

no. 686 of 1967 and which was inherited by all the heirs of Nanigopal Sardar after the demise of Nanigopal Sardar was re-allotted only in favour of Bimala Sardar, Himangshu Sardar, Shubrangshu Sardar and Sitangshu Sardar, the heirs of Sudhangshu Sardar, one of the sons of Nanigopal Sardar. Though in the said partition deed dated 02.07.1984 being deed no. 9183 of 1984, Sanghamitra Sarkar was not a party, in the subsequent suit being Title Suit No. 27 of 2004 before the Ld. Civil Judge (Sr. Div.) at Baruipur, Sanghamitra Sarkar was a party and Sanghamitra Sarkar admitted the earlier partition deed dated 02.07.1984 being deed no. 9183 of 1984;

**PP.** A partition deed took place dated 31.12.1986 being deed no. 6 of 1987 whereby said 11 decimal land of R.S. Dag No. 1236 became the subject matter of partition between Bimala Sardar, Himangshu Sardar, Shubrangshu Sardar and Sitangshu Sardar. Subsequently, Sitangshu Sardar filed Title Suit No. 27 of 2004 on a claim that on the strength of the partition deed dated 02.07.1984 Sitangshu Sardar acquired 1/4th share in 11 decimal land of R.S. Dag No. 1236 and as one of the four heirs and legal representatives of Bimala Sardar acquired 1/16th Share. In the said Title Suit No. 27 of 2004, Himangshu Sardar, Shubrangshu Sardar and Sanghamitra Sarkar were defendants and the Ld. Court declared 5/16th share of each of Himangshu Sardar, Sitangshu Sardar and Shubrangshu Sardar and 1/16th share of Sanghamitra Sarkar. Thus by way of inheritance, partition deed dated 02.07.1984 being deed no. 9183 of 1984 followed by the judgment and decree of Title Suit No. 27 of 2004 passed by the Ld. Civil Judge (Sr. Div.) at Baruipur, the Owner no. 2 herein acquired 3.4375 decimal land in R.S. Dag No. 1236;

**QQ.** In view of the partition deed being no. 686 of 1967 each of Nanigopal Sardar's heirs after demise of Bijan Bala Sardar wife of Nanigopal Sardar acquired 1/8th share in 25 decimal land of C.S. Dag No. 1237 i.e. 3.125 decimal land each, and 1/8th share in the 10 decimal land of R.S. Dag No.

1231 i.e. 1.250 decimal land each. Thus by way of inheritance the Owner no. 4 herein acquired 0.78125 decimal land in C.S. Dag No. 1237 and 0.3125 decimal land in R.S. Dag No. 1231;

**RR.** Karunamoyee Sardar, Kuheli Mondal and Kakali Das who jointly had 3.125 decimal land in C.S. Dag No. 1237 transferred 1.32 decimal land in favour of Sitangshu Sardar, Sanghamitra Sarkar and Shubrangshu Sardar the Owner no. 4 herein by the Gift Deed dated 10.03.2012 being deed no. 4351 of 2012 registered at A.D.S.R. Sonarpur. Again Ashalata @ Durgabala Safui, Nilima Haider, Gayatri Mondal and Sibani Roy each of whom had 3.125 decimal land in C.S. Dag No. 1237 and 1.25 decimal land in R.S. Dag No. 1231 by way of inheritance from Nanigopal Sardar, since deceased jointly transferred 4.17 decimal land in C.S. Dag No. 1237 and 1.67 decimal land in R.S. Dag No. 1231 in favour of Sitangshu Sardar, Sanghamitra Sarkar and Shubrangshu Sardar the Owner no. 4 herein by the registered Gift Deed dated 10.03.2012 being deed no. 3670 of 2012 registered at A.D.S.R. Sonarpur. Again Himangshu Sardar who had 0.78125 decimal land in C.S. Dag No. 1237 and 0.3125 decimal land in R.S. Dag No. 1231 by way of inheritance from Sudhanshu Sekhar Sardar, son of Nanigopal Sardar transferred 0.78 decimal land in C.S. Dag No. 1237 and 0.31 decimal land in R.S. Dag No. 1231. In favour of Sitangshu Sardar, Sanghamitra Sarkar and Shubrangshu Sardar the Owner no. 4 herein by the registered gift deed dated 10.03.2012 being deed no. 3673 of 2012 registered at A.D.S.R. Sonarpur. Again Himangshu Sardar who had 3.4375 decimal of land in R.S. Dag No. 1236 by way of the partition deed dated 02.07.1984 being Deed no. 9183 of 1984 and judgment and decree of T.S. No. 27 of 2004 transferred 1.95 decimal land in R.S. Dag No. 1236 in favour of Sanghamitra Sarkar and Shubrangshu Sardar the Owner no. 4 herein by the registered gift deed dated 10.03.2012 being deed no. 4348 of 2012 registered at A.D.S.R. Sonarpur. Subsequently Sanghamitra Sarkar and Shubrangshu Sardar the Owner no. 4 herein along with Sitangshu Sardar

transferred 3.25 decimal land in C.S. Dag No. 1237 in favour of Ardhendu Sekhar Sardar by the registered gift deed dated 10.03.2012 being deed no. 4350 of 2012. Again Shubrangshu Sardar the Owner no. 4 and Sitangshu Sardar jointly transferred 1.83 decimal land in C.S. Dag No. 1237 in favour of Sanghamitra Sarkar by the registered gift deed dated 10.03.2012 being deed no. 4354 of 2012 registered at A.D.S.R, Sonarpur;

**SS.** In view of the aforementioned transfers the Owner no. 4 herein acquired 0.865 decimal land in C.S. Dag No. 1237, 4.4125 decimal land in R.S. Dag No. 1236 and 0.97 decimal land in R.S. Dag No. 1231, total being 6.2475 decimal of land in the said three dags and in the 01 decimal passage land of C.S. Dag No. 1237, 6.79 sq. ft. land and in the decimal passage land of R.S. Dag No. 1231, 10.19 Sq. ft. land;

**TT.** After the demise of Nanigopal Sardar and his wife namely Bijanbala Sardar, Nanigopal Sardar's half share in the said 01 decimal land earmarked as common passage in C.S. Dag No. 1237 and in the 1.5 decimal land earmarked as common passage in R.S. Dag No. 1231, each of the three sons and five daughters acquired 1/16th share. Subhendu Sekhar Sardar died leaving behind the Owners nos. 5, 6 and 7 herein as his legal heirs and representatives. Thus on the demise of Subhendu Sekhar Sardar, in the 01 decimal passage land of C.S. Dag No. 1237, the Owner nos. 5, 6 and 7 herein jointly acquired 27.18 sq. ft. land and in 1.5 decimal passage land of R.S. Dag No. 1231, they jointly acquired 40.78 sq. ft. land;

**UU.** A partition took place in respect of other joint properties belonging to the heirs of Hiralal Sardar and Nanigopal Sardar including the 11 decimal land of R.S. Dag No. 1236 (though erroneously written as 13 decimal land) and the same was the subject matter of partition amongst the heirs of Hiralal Sardar and Nanigopal Sardar in the partition deed dated 02.07.1984 being deed no. 9183 of 1984. By that partition deed 11 decimal land of R.S. Dag No. 1236 which was allotted to Nanigopal Sardar by the partition deed no. 686 of 1967 and which was inherited by all the heirs of Nanigopal



Sardar after the demise of Nanigopal Sardar was re-allotted only in favour of Bimala Sardar, Himagshu Sardar, Shubrangshu Sardar and Sitangshu Sardar, the heirs of Sudhangshu Sekhar Sardar, one of the sons of Nanigopal. Though 11 decimal land of R.S. Dag No. 1236 was in the allotment of Nanigopal Sardar, as a result of the partition deed dated 02.07.1884 being deed no. 9183 of 1984 registered at D.R. Alipore, Subhendu Sekhar Sardar the predecessor in interest of the Owner nos. 5, 6 and 7 herein did not acquire any interest in the property of R.S. Dag No. 1236;

**VV.** In view of the partition being deed No. 686 of 1967 each of Nanigopal Sardar's heirs after demise of Bijan Bala Sardar acquired 1/8th share in 25 decimal land of C.S. Dag No. 1237 i.e. 3.125 decimal land each, and 1/8th share in the 10 decimal land of R.S. Dag No. 1231 i.e. 1.250 decimal land each. Thus, Shubhendu Sekhar Sardar, the predecessor-in-interest of the Owner nos. 5, 6 and 7 herein acquired 3.125 decimal land in C.S. Dag No. 1237 and 1.25 decimal land in R.S. Dag No. 1231 which was inherited by them after the demise of Shubhendu Sekhar Sardar. Thus by way of inheritance the Owner nos. 5, 6 and 7 herein acquired 3.125 decimal land in C.S. Dag No. 1237 and 1.25 decimal land in R.S. Dag No. 1231;

**WW.** The Owner nos. 5, 6 and 7 herein jointly transferred 1.32 decimal land in C.S. Dag No. 1237 in favour of Subhrangshu Sardar, Sitangshu Sardar and Sanghamitra Sarkar by the Gift Deed dated 10.03.2012 being deed no. 4351 of 2012 registered at A.D.S.R. Sonarpur. Again Ashalata @ Durgabala Safui, Nilima Haider, Gayatri Mondal and Sibani Roy transferred 1.67 decimal land in R.S. Dag No. 1231 and 4.17 decimal land in C.S. Dag No. 1237 in favour of the Owner nos. 5, 6 and 7 herein by the registered gift deed dated 10.03.2012 being Deed no. 3672 of 2012 registered at A.D.S.R. Sonarpur;

**XX.** As a result of the aforementioned transfers in C.S. Dag No. 1237 the Owner nos. 5, 6 and 7 herein jointly acquired 5.975 decimal and in R.S. Dag

No. 1231 the Owner nos. 5, 6 and 7 herein jointly acquired 2.92 decimal land in addition to 27.18 sq. ft land in the 01 decimal passage land of C.S. Dag No. 1237 and 40.78 Sq. ft. land in the 1.5 decimal passage land of R.S. Dag No. 1231;

**YY.** On 22.05.2013 Sri Ardhendu Sekhar Sardar, Sri Shubrangshu Sardar, Smt. Karunamoyee Sardar, Smt. Kuheli Mondal, Smt. Kakali Das (all being the Owners No. 3 to 7 herein) jointly entered into a Development Agreement with K.P.CONSTRUCTION (the Promoter therein) for the purpose of construction of a multi-storied building on the land measuring about 21.96 decimal, the said Development Agreement was registered before A.D.S.R. Sonarpur and recorded in Book No. I, C.D Volume No. 15, Pages 1529 to 1575, Being No. 6368 for the year 2013 and for smooth running of the construction work the Owners No. 3 to 7 herein executed a Power of Attorney in favour of Samar Das the sole proprietor of K.P construction which was registered on 22.05.2013 before A.D.S.R. Sonarpur and recorded in Book No. I, C.D Volume No. 15, Pages 1515 to 1528, Being No. 6369, for the year 2013;

**ZZ.** Under the terms and conditions of the said development agreement dated 22/05/2013 being deed no 6368 of 2013, the Promoter K.P construction, a proprietorship firm, is under obligation to allot the Owners No. 3 to 7 herein as per the owners' allocation in the said agreement;

**AAA.** Samar Das, Sole Proprietor of K.P. Construction due to his personal reasons has decided to refrain from the construction of the multistoried building on the said land measuring about 21.96 decimal at his own expertise;

**BBB.** For the construction of a multistoried building on his purchased land measuring more or less 49.875 decimal, K.P construction, a proprietorship firm represented by its sole proprietor Sri Samar Das has entered into a Development Agreement dated 18/09/2014 being deed no. 9742 of 2014 registered in the office of A.D.S.R. Sonarpur with the Promoter herein. But

in view of the fact that as the said land measuring about 21.96 decimal is not demarcated and partitioned by metes and bounds to the extent of 49.875 decimal land of K.P construction, a proprietorship firm, having its office at Vivekananda Complex, N.S Road, P.O.-Narendrapur, P.S-Sonarpur,Kolkata-700103, being represented by its sole proprietor SRI SAMAR DAS and 21.96 decimal land of the Owners No. 3 to 7 herein, it is not possible to construct a multistoried building only on that 49.875 decimal land of K.P construction, by the Promoter herein;

**CCC.** To overcome this difficulties, the Promoter herein requested K.P construction, a proprietorship firm, to construct the multistoried building on the First schedule property jointly with the Promoter under a single sanctioned plan wherein the status of K.P construction, will be that of Owner in respect of 49.875 decimal land and the status of K.P. construction, a proprietorship firm, will be that of Promoter in respect of 21.96 decimal land out of the First schedule property.

**DDD.** Principally accepting the said proposal of the Promoter herein, K.P construction, a proprietorship firm, duly signed the necessary building plan for sanction by the appropriate authority as the Lawful Constituted Attorney of the Owners No. 3 to 7 herein and accordingly the building plan No. 312/CB/28/35 dated 31.03.2017 was duly sanctioned from Rajpur Sonarpur Municipality;

**EEE.** K.P construction, a proprietorship firm, having financial difficulties in joining with the Promoter herein in the construction of the multistoried building pursuant to the sanctioned building plan in respect of 21.96 decimal land belonging to the Owners No. 3 to 7 herein out of the First schedule property and K.P construction, a proprietorship firm, requested the Promoter herein to construct the entire multistoried building including 21.96 decimal land of the Owners No. 3 to 7 herein pursuant to the sanctioned building plan dated 31.03.2017 at their own cost and the Promoter herein will handover the flats and car parking spaces which K.P

construction, a proprietorship firm, is under obligation to deliver to the Owners No. 3 to 7 herein pursuant to the Development Agreement dated 22/05/2013 being Deed no. 6368 of 2013 to K.P construction, a proprietorship firm, who will deliver those to the Owners No. 3 to 7 herein as Owners allocation of the said Development Agreement dated 22/05/2013 being deed no 6368 of 2013 on the said 21.96 decimal land belonging to the Owners No. 3 to 7 herein;

**FFF.** The Promoter herein agreed to the aforementioned proposal of K.P. construction, a proprietorship firm;

**GGG.** In the meeting held on 12.10.2017 before the Chairman, Rajpur Sonarpur Municipality the Owners No. 3 to 7 herein learnt about the Nomination Agreement dated 23.01.2017 executed by and between the Owners No. 3 to 7 herein who are the Owners therein being represented by their Lawful Constituted Attorney Samar Das, who is the Promoter therein and sole Proprietor of K.P. construction;

**HHH.** Learning about the aforementioned Nomination Agreement dated 23.01.2017 the Owners No. 3 to 7 herein found that it is convenient for all the parties concerned to enter into a Development Agreement with the Promoter herein treating the Nomination Agreement dated 23.01.2017, the registered Development Agreement dated 22.05.2013 being deed no. 6368 of 2013 and the registered General Power of Attorney dated 22.05.2013 being deed no.6369 of 2013 as ineffective with the clear undertaking that the Owners No. 3 to 7 herein will not demand any flat or car parking space from K.P. construction pursuant to the said Development Agreement dated 22.05.2013 being Deed no. 6368 of 2013 and consequently Samar Das as the constituted attorney of the Owners No. 3 to 7 herein will not claim any flat, car parking space from the Promoter herein on the strength of the Nomination Agreement dated 23.01.2017;

**III.** On 06.11.2017 Sri Ardhendu Sekhar Sardar, Sri Shubrangshu Sardar, Smt. Karunamoyee Sardar, Smt. Kuheli Mondal, Smt. Kakali Das (all being

the Owners No. 3 to 7 herein) jointly entered into a Development Agreement with the Promoter herein in respect of the land measuring about 21.96 decimal out of the property morefully described in the First Schedule written herein below, the said Development Agreement was registered before A.D.S.R. Garia and recorded in Book No. I, Volume No. 1629-2017, Pages 109656 to 109706, Being No. 4198 for the year 2017 and for smooth running of the construction work the Owners No. 3 to 7 herein executed a Power of Attorney in favour of Amit Ganguly which was registered on 06.11.2017 before A.D.S.R. Garia and recorded in Book No. I, Volume No. 1629-2017, Pages 109102 to 109140, Being No. 4207, for the year 2017;

**JJJ.** Thereafter the Promoter herein started construction of a G+4 storied building on the said land consisting of several flats, car-parking spaces etc. at its own costs and expenses in respect of the land as mentioned in the First Schedule hereunder;

**KKK.** The owners herein are the joint owners of the land measuring about 77 (seventy seven) decimal or 2 (two) bighas 6 (six) cottahs 9 (nine) chittacks 16 (sixteen) sq. ft. be the same a little more or less in R.S Dag No. 1231, 1236, 1237 and 1237/1903 under R.S Khatian No. 511, 1792 and 1737 all under Mouza- Barhans Fartabad, J.L. No. 47, Holding No. 684, Paschim Mahamayapur, Police Station- Sonarpur, Sub-Registry Office- Garia, under Ward No.- 28 of Rajpur Sonarpur Municipality in the District – 24 Parganas (South).

**LLL.** The Said Land is earmarked for the purpose of building a residential building project comprising multistoried apartment buildings and the said project shall be known as “4-Sight Green Leaf”.

**MMM.** 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;

**NNN.** The Promoter is fully competent to enter into this Agreement and all

the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land on which Project is to be constructed have been completed;

**OOO.** Rajpur Sonarpur Municipality has granted the commencement certificate to develop the project vide approval dated 31.03.2017 bearing sanction no. 312/CB/28/35;

**PPP.** The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project from Rajpur Sonarpur 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;

**QQQ.** 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.....

**RRR.** The Allottee had applied for an apartment in the Project vide application no. .... dated..... and has been allotted Flat No. "....." situated on the ..... Floor measuring more or less ..... sq. ft. super built up area and along with one covered car parking space measuring about 135 sq. ft. at the Ground Floor, 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);

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

**TTT.** 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;

**UUU.** 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.

**VVV.** 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 covered parking as specified in Para RRR.

**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 in para RRR.

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

Block/Building/Tower No.....  Apartment No.....  Type .....  Floor .....	Rate of Apartment per square feet*
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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]

Garage/Covered parking-1	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;
- (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 installments payable by the Allottee by discounting such early payments @-% per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to 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;
  - (i) 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;
  - (ii) 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 and the Project;

(iii) 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 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 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 IO 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, 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 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 West Bengal Apartment Ownership Act, 1972 and shall not have an option to make any variation /alteration/modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

**7. POSSESSION OF THE APARTMENT/PLOT:**

7.1 Schedule for possession of the said Apartment - The Promoter agrees and understands that timely delivery of possession of the Apartment] to the allottee and the common areas to the association of allottees or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to hand over possession of the Apartment along with ready and complete common areas with all specifications, amenities and facilities of the project in place on

..... unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment,

Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 days from that date. 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, 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 fulfillment of any of the provisions,



formalities, documentation on part of the Promoter. The Allottee, after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/association of 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 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 occupancy certificate\* and handing over physical possession of the Apartment to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of Allottee or 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 Promoter 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 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;
- (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/Plot] 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 Promoter 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 ease 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 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 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 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 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 name), shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks. Pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces and the same shall be reserved for 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 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 / nameplate, 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 (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 West Bengal Apartment Ownership Act, 1972. The Promoter showing compliance of various laws/ regulations as applicable in West Bengal Apartment Ownership Act, 1972.

**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 A.D.S.R. Garia or D.S.R-IV, Alipore or A.R.A.- I, Kolkata 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 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 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 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 A.D.S.R. Garia or D.S.R-IV, Alipore or A.R.A.- I, Kolkata. 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. 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.

**SCHEDULE- "A" ABOVE REFERRED TO**

**ALL THAT** piece and parcel of the Flat No. "....." situated on the ..... Floor measuring more or less ..... **sq. ft. super built up area** and along with **one covered car parking space** measuring about **135 sq. ft.** at the Ground Floor of the said building complex named as "**4-Sight Green Leaf**" constructed on the land total measuring about 77 (seventy seven) decimal or 2 (two) bighas 6 (six) cottahs 9 (nine) chittacks 16 (sixteen) sq. ft. be the same a little more or less in R.S Dag No. 1231, 1236, 1237 and 1237/1903 under R.S Khatian No. 511, 1792 and 1737 all under Mouza- Barhans Fartabad, J.L. No. 47, Holding No. 684, Paschim Mahamayapur, Police Station- Sonarpur, Sub-Registry Office- Garia, under Ward No.- 28 of Rajpur Sonarpur Municipality in the District – 24 Parganas (South), and the entire land is butted and bounded as follows :-

**ON THE NORTH** : By 24 feet wide public road;

**ON THE SOUTH** : By R.S. Dag No. 1356;

**ON THE EAST** : By R.S. Dag No. 1231 (P), 1232 & 1233;

**ON THE WEST** : By R.S. Dag No. 1242, 1355;

**SCHEDULE- "B" ABOVE REFERRED TO**

FLOOR PLAN

**SCHEDULE- "C" ABOVE REFERRED TO**

1.	On the date of signing of this Agreement for sale.	Rs. ....../-
2.	On or before completion of Foundation work.	Rs. ....../-
3.	On or before completion of 1st floor casting	Rs. ....../-
4.	On or before completion of 2 <sup>nd</sup> floor casting	Rs. ....../-
5.	On or before completion of 3rd floor casting	Rs. ....../-
6.	On or before completion of 4 <sup>th</sup> floor casting.	Rs. ....../-
7.	On or before completion of Brick-Work.	Rs. ....../-
8.	On or before completion of Flooring work.	Rs. ....../-
9.	On or before completion of Brick work.	Rs. ....../-
10.	On possession or registration Whichever is earlier.	Rs. ....../-
		-----
<b>Total-Rs. ....../-</b>		-----

**SCHEDULE- "D" ABOVE REFERRED TO**

1. Entrance and exit gates of the building.
2. Paths passages and open spaces in the building other than those reserved by the Developer for its own use for any purpose and those meant or



earmarked or intended to be reserved for parking of motor cars or marked by the Developer for use of any Co-owner.

3. Entrance lobby in the ground floors of the building.
4. Driveway in the ground floor of the building.
5. Staircases of the building along with their full and half landings with both stair cover on the ultimate roof.
6. Lift with lift shaft and the lobby in front of it on typical floors and Lift machine room and the stair leading to the roof thereof.
7. Stand-by diesel generator set of reputed make of sufficient capacity for lighting the lights at the common areas, for operation of pump and lift and for supply of power in the said Unit to the extent of quantum mentioned herein and/or in the other Units during power failure and generator space in the ground floor of the building.
8. Concealed Electrical wiring and fittings and fixtures for lighting the staircases, lobby and landings and operating the lifts and separate electric meter/s and meter room in the ground floor of the building.
9. Water pump with motor and with water supply pipes to overhead/underground water tank and with distribution pipes there from connecting to different units of the building.
10. Underground water reservoir for municipal water with a pull on pumps installed thereat for the building.
11. Water waste and sewerage evacuation pipes from the Units to drains and sewers common to the building and from the building to the municipal drain.
12. Common bathroom with W.C. and two common toilets in ground floor of the building.
13. Room for darwan/security guard, caretaker's office in the ground floor of the building.
14. CCTV and Visitors lounge Area.

15. Requisite arrangement of Intercom/EPABX with connections to each individual flat from the reception in the ground floor.
16. Boundary walls.
17. The roof of the building.

**SCHEDULE- "E" ABOVE REFERRED TO**

1. **NO. OF FLOORS** : G+4
2. **STEEL** : Steel used in the building to be of "ISI" mark reputed.
3. **CEMENT**: Cement used in the building to be premium quality- Larsen & Toubro/ACC/Gujrat Ambuja/Birla Cement/Century Cement.
3. **STRUCTURE** : RCC Frame structure.
4. **WALLS**  
Conventional Brick/fly ash bricks
5. **Finish**  
**Interior-** Wall putty.  
**Exterior-** High quality water proof acrylic paint
6. **Flooring**  
Bedroom and Living Dining – vitrified tiles  
Kitchen – Anti skid ceramic/ vitrified tiles  
Toilet - Anti skid ceramic/ vitrified tiles  
Toilet walls – Glaze tiles up to lintel level.
7. **Kitchen**  
Granite platform  
Stainless still sink  
Dado tiles up to lintel level from cooking plate form  
Electrical point for refrigerator, Aqua guard and Exhaust Fan  
Plumbing provision for cold water line.
8. **Toilet**  
Sanitary ware of reputed brand  
CP fittings of standard make

Electrical point for Geyser and Exhaust fan (in both bathrooms)

Plumbing provision for Hot & Cold water line.

9. **Doors & Windows**

Decorative Main Door / Steel Door with fittings

Internal Door – Solid core flushed door / MDF Door

Windows – anodized aluminum / UPVC sliding window with no grills.

10. **Water Supply**

24 Hrs. supply from deep tube well.

11. **Electrical**

2 KV load.

AC points in all bedrooms

Cable TV and telephone points in Living/Dining and Master Bedroom

Ample necessary electrical points with central MCB

Door bell point at the main entrance door

Concealed copper wiring with modular switches.

12. **Common Lighting**

Overhead illumination for compound and street lighting

Necessary illumination in all lobbies, staircases and common areas.

13. **Common Facilities**

Adequate capacity standby generator for common areas for services

Standby generator with adequate load to apartments (at extra cost)

Closed circuit TV at the ground floor level

Intercom connectivity with security and flats security surveillance room

One lift in each Block

Sewerage treatment plant, iron separator.

14. **INTERCOM** : Intercom connection for each flat will be provided.

15. **TELEPHONE & T.V.**: Concealed connection to be provided in every flat.

16. **LIFT**: Lift of "Otis", "Kone", "Adams", "LES" make or similar.

17. **OUTSIDE LIGHTING**: Adequate lighting arrangements with decorative fittings to be provided at the gate, pathway and around the building for security.

**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 \_\_\_\_\_

Please affix  
Photographs  
and Sign  
across the

(2) Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Please affix  
Photographs  
and Sign  
across the

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

Promoter:

(1) Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Please affix  
Photographs  
and Sign  
across the

At \_\_\_\_\_ on \_\_\_\_\_ in the presence of :

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WITNESSES:

1.   Signature \_\_\_\_\_  
      Name    \_\_\_\_\_   
      Address \_\_\_\_\_
  
2.   Signature \_\_\_\_\_  
      Name    \_\_\_\_\_   
      Address \_\_\_\_\_