

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is executed on this the _____ day of
November, 2018 (Two Thousand Eighteen) **BY AND BETWEEN (1) SRI ASHIM KUMAR BHATTACHARYA (2) SRI ALOKE KUMAR BHATTACHARYA** both sons of- Late Jyoti Kumar Bhattacharya, (3) **SMT. REBA BHATTACHARYA** wife of- Late Ajoy Krishna Bhattacharya, (4) **SRI ARINDAM BHATTACHARYA** (5) **SRI ANINDYA BHATTACHARYA** both No. 4 & No. 5 sons of- Late Ajoy Krishna Bhattacharya, (6) **SRI DIPAK NATH BHATTACHARYA** (7) **SRI NILMONI KRISHNA BHATTACHARYA** (8) **SRI DHRUBA KRISHNA BHATTACHARYA** (9) **SRI KRISHNA KISHORE BHATTACHARYA** No. 6 and No. 9 all sons of- Late Satyendra Nath Bhattacharya (10) **SMT. RITA BHATTACHARYA** wife of- Late Samir Krishna Bhattacharya, (11) **SMT. SUKANYA BHATTACHARYA** daughter of- Late Samir Krishna Bhattacharya, all by faith- Hindu, by occupation- Retired Person, Service and Housewife, by nationality- Indian, residing at- 71, Narkel Bagan, Kamdahari, P.O.- Garia, P.S.- Banskroni (previously Regent Park), Kolkata- 700084 and (12) **SRI ASHISH KUMAR ROY** son of- Late Amal Kumar Roy, by faith- Hindu, by occupation- Retired Person, by nationality- Indian, residing at- B-51/1, Narkelbagan, Kamdahari, P.O.- Garia, P.S.- Banskroni

(previously Regent Park), Kolkata- 700084 –all represented by their Lawful Constituted Attorney SRI AMIT GANGULY son of- Sri Ranjit Ganguly, by faith– Hindu, by Nationality- Indian, by occupation– Business, residing at- 174, Garia Station Road, (near Garia Baroda Prasad High School), Police Station– 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 a Company registered under the Companies Act, 1956 having its registered office at 167, Garia Station Road, Kolkata- 700084 and represented through its Director SRI AMIT GANGULY son of- Sri Ranjit Ganguly, by faith– Hindu, by Nationality- Indian, by occupation– Business, residing at- 174, Garia Station Road, (near Garia Baroda Prasad High School), Police Station– 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.** Sri Satyendra Nath Bhattacharya, son of- Late Debendra Kanta Bhattacharya purchased the land measuring about 16 cottahs 11 chittacks 29 sq. ft., more fully and particularly described in the Schedule - A hereunder written, from Sri Jiban Krishna Ghosh, son of- Late Panchanan Ghosh, by virtue of a registered Deed of Sale registered on 28.06.1954, before Sub. Registrar, Alipore and recorded in Book No.- I, Volume No.- 83, Pages 46 to 50, being No.- 4460, for the year 1954;
- B.** Sri Satyendra Nath Bhattacharya, son of- Late Debendra Kanta Bhattacharya again purchased the land measuring about 5 cottahs 0 chittack 37 sq. ft., more fully and particularly described in the Schedule - A hereunder written, from Sri Jiban Krishna Ghosh, son of- Late Panchanan Ghosh, by virtue of a registered Deed of Sale registered on 18.10.1954,

before Sub. Registrar, Alipore and recorded in Book No.- I, Volume No.- 111, Pages 237 to 240, being No.- 7016, for the year 1954;

C. Sri Satyendra Nath Bhattacharya, son of- Late Debendra Kanta Bhattacharya lastly purchased the land measuring about 5 cottahs 0 chittack 27 sq. ft., more fully and particularly described in the Schedule - A hereunder written, from M/S. Ramnath Estates Ltd. and M/S. Calcutta Colonies Ltd. both represented by its Director Sri Atindra Kumar Mitter, by virtue of a registered Deed of Sale registered on 25.02.1956, before Sub. Registrar, Alipore and recorded in Book No.- I, Volume No.- 30, Pages 136 to 145, being No.- 1384, for the year 1956;

D. By virtue of the afore-stated 3 (three) Deed of Sale Sri Satyendra Nath Bhattacharya, became the owner of total 26 cottahs 13 chittacks 3 sq. ft., more fully and particularly described in the Schedule - A hereunder written, and after the death of Sri Satyendra Nath Bhattacharya on 27.07.1966 and that of his wife Smt. Sushama Bhattacharya on 22.08.1982 their 9 (nine) sons namely (1) Sri Jyoti Kumar Bhattacharya, (2) Sri Abhi Bhattacharya, (3) Sri Kalyan Kumar Bhattacharya, (4) Sri Ajoy Krishna Bhattacharya, (5) Sri Dipak Nath Bhattacharya, (6) Sri Nilmoni Krishna Bhattacharya, (7) Sri

Dhruba Krishna Bhattacharya, (8) Sri Krishna Kishore Bhattacharya and (9) Sri Samir Krishna Bhattacharya- all of them jointly inherited his afore-stated purchased land of 26 cottahs 13 chittacks 3 sq. ft., more fully and particularly described in the Schedule - A hereunder written;

- E. After the death of Sri Jyoti Kumar Bhattacharya on 10.08.2010 and that of his wife Smt. Sabita Bhattacharya on 06.05.1996 their 2 (two) sons namely (1) Sri Ashim Kumar Bhattacharya and (2) Sri Alope Kumar Bhattacharya (Owners No. 1 & 2 herein) jointly inherited his undivided 1/9th share in the afore-stated total land of 26 cottahs 13 chittacks 3 sq. ft., more fully and particularly described in the Schedule - A hereunder written;
- F. Sri Abhi Bhattacharya alias Krishna Gobinda Bhattacharya executed an unregistered Will on 10.09.1993 in favour of his two nephews (as because his wife Smt. Pranati Bhattacharya died long before him without any issue) namely (1) Sri Ashim Kumar Bhattacharya and (2) Sri Alope Kumar Bhattacharya (Owners No. 1 & 2 herein) in respect of his undivided 1/9th share in the afore-stated total land of 26 cottahs 13 chittacks 3 sq. ft., more fully and particularly described in the Schedule - A hereunder written, and also in respect of other movable and immovable properties, and after the

death of Sri Abhi Bhattacharya alias Krishna Gobinda Bhattacharya on 11.09.1993 the Probate application for the said Will was filed In the High Court of Judicature at Bombay vide Petition No. 700 of 1994 and on 18.03.1994 the Ld. High Court at Bombay was pleased to grant Probate in favour of (1) Sri Ashim Kumar Bhattacharya and (2) Sri Alope Kumar Bhattacharya;

G. After the death of Sri Kalyan Kumar Bhattacharya and that of his wife Smt. Jyotsna Bhattacharya died 16.06.2000, their undivided 1/9th share in the afore-stated total land of 26 cottahs 13 chittacks 3 sq. ft., i.e. 19,308 Sq. ft. more fully and particularly described in the Schedule - A hereunder written, has been derived amongst other legal-heirs as because they both died without having any issue;

H. After the death of Sri Ajoy Krishna Bhattacharya on 05.03.2007 his wife Smt. Reba Bhattacharya (Owners No. 3 herein) and 2 (two) sons namely Sri Arindam Bhattacharya, Sri Anindya Bhattacharya (Owners No. 4 & 5 herein) jointly inherited his undivided 1/9th share in the afore-stated total land of 26 cottahs 13 chittacks 3 sq. ft., more fully and particularly described in the Schedule - A hereunder written;

- I. Sri Dipak Nath Bhattacharya (Owners No. 6 herein), Sri Nilmoni Krishna Bhattacharya (Owners No. 7 herein), Sri Dhruba Krishna Bhattacharya (Owners No. 8 herein), Sri Krishna Kishore Bhattacharya (Owners No. 9 herein) all sons of- Sri Satyendra Nath Bhattacharya jointly inherited $\frac{4}{9}$ th share of the afore-stated land of 26 cottahs 13 chittacks 3 sq. ft., more fully and particularly described in the Schedule - A hereunder written;
- J. After the death of Sri Samir Krishna Bhattacharya on 10.04.1991 his wife Smt. Rita Bhattacharya (Owners No. 10 herein) and only daughter Smt. Sukanya Bhattacharya (Owners No. 11 herein) jointly inherited his undivided $\frac{1}{9}$ th share in the afore-stated total land of 26 cottahs 13 chittacks 3 sq. ft., more fully and particularly described in the Schedule - A hereunder written;
- K. Thus the Owners no 1 to 11 herein by virtue of Law of Inheritance and Grant of Probate became the joint owners of the land total measuring an area of about 26 (twenty six) cottahs 13 (thirteen) chittacks 3 (three) sq. ft. be the same a little more or less together with a brick built structure measuring about 2000 sq. ft. standing thereon, more fully and particularly described in the Schedule - A hereunder written. The said property is free from all sorts of encumbrances.

- L.** Thereafter with an intention to develop their said land into a multi-storied building complex the Owners no. 1 to 11 has executed a Registered Development Agreement on 28th May 2013 with GANGULY HOME SEARCH PRIVATE LIMITED (the Promoter herein) which was registered before A.D.S.R. Alipore and recorded in Book No.- I, C.D. Volume No. 18, Pages 1920 to 1962, Being No. 04314, for the year 2013 and on the same date they for smooth running of the construction work executed a Power of Attorney in favour of Amit Ganguly the Director of GANGULY HOME SEARCH PRIVATE LIMITED which was registered from A.D.S.R., Alipore and recorded in Book No.- I, C.D. Volume No. 18, Pages 2504 to 2525, Being No. 04315, for the year 2013 in respect of their said land;
- M.** Sri Amal Kumar Roy, son of- Late Benode Behari Roy purchased the land measuring about 3 cottahs 7 chittacks 28 sq. ft. in C.S. Plot No. 428, C.S. Khatian No. 382, Mouza- Kamdahari, J.L. No. 49 from M/s. Ramanath Estate Ltd. and M/s. Calcutta Colonies Ltd. by virtue of a Sale Deed registered on 25.02.1956 from Sub. Registrar, Alipore and recorded in Book No.- I, Volume No. 30, Pages 116 to 125, Being No. 1374, for the year 1956;
- N.** After the death of Sri Amal Kumar Roy on 31.03.1985 his wife Smt. Santi

Rani Roy, 3 (three) sons namely (1) Sri Ashish Kumar Roy, (2) Sri Anjan Kumar Roy, (3) Sri Alok Kumar Roy and 3 (three) daughters namely (1) Smt. Krishna Biswas, wife of- Sri Bharat Bhusan Biswas, (2) Smt. Devika Banerjee, wife of- Sri Mihir Banerjee, (3) Smt. Ruby Chakraborty, wife of- Sri Ashok Chakraborty jointly inherited the afore-stated land and thereafter on 21.11.1986 all the afore-said 7 (seven) legal heirs of Sri Amal Kumar Roy jointly executed a Deed of Partition in respect of the said land measuring about 3 cottahs 7 chittacks 28 sq. ft. in R.S. Dag No. 428, R.S. Khatian No. 382, Mouza- Kamdahari, J.L. No. 49, the said Deed of Partition was registered District Registrar, Alipore and recorded in Book No.- I, Volume No. 372, Pages 492 to 511, Being No. 18915, for the year 1986, and being the "First Party" and as per "Schedule-A" of the said Deed of Partition Sri Ashish Kumar Roy (the Owners No. 12 herein) got the absolute ownership of the said land as mentioned hereinabove;

- O. Thus Sri Ashish Kumar Roy (the Owners No. 12 herein) by virtue of the afore-stated Deed of Partition became the absolute owner of the land measuring about 1 (one) cottah 9 (nine) chittacks 35 (thirty five) sq. ft. be the same a little more or less together with a brick built two-storied building

standing thereon measuring about 1000 sq. ft. The said property is free from all sorts of encumbrances.

P. With an intention to develop his said land into a multi-storied building complex Sri Ashish Kumar Roy (the Owners No. 12 herein) has executed a Registered Development Agreement on 28th May 2013 with GANGULY HOME SEARCH PRIVATE LIMITED, which was registered before A.D.S.R. Alipore and recorded in Book No.- I, C.D. Volume No. 18, Pages 1867 to 1903, Being No. 04312, for the year 2013 and on the same date he executed a Power of Attorney for smooth running of the development works in favour of Amit Ganguly, the Director of GANGULY HOME SEARCH PRIVATE LIMITED which was registered before A.D.S.R. Alipore and recorded in Book No.- I, C.D. Volume No. 18, Pages 2488 to 2508, Being No. 04313, for the year 2013 in respect of his afore-stated land.

Q. Thus all the Owners herein are well seized and possessed and the owners of the land total measuring about 28 (Twenty eight) cottahs 6 (six) chittack 38 (Thirty eight) sq. ft. be the same a little more or less as morefully and particularly described in the Schedule - A written hereunder, and which is free from all

encumbrances, mortgages, charges, liens, attachments, trust, acquisition, requisition, lispendences whatsoever however;

R. The Owners herein duly mutated their names in the records of Kolkata Municipal Corporation in respect of the said land, measuring about 28 (Twenty eight) cottahs 6 (six) chittack 38 (Thirty eight) sq. ft bearing **KMC Premises No. 71, Narkel Bagan**, as morefully and particularly described in the Schedule - A hereunder.

S. The Owners herein evinced an intention to develop the said premises by constructing one or more building or buildings and/or on part thereof comprising self contained residential flats, car parking spaces subject to all requisite permission and/or sanction from the appropriate authorities and thus expressed their intention to enter into a joint venture agreement for development of the said premises with the above mentioned Promoter.

T. Thereafter the Promoter herein for construction of multi-storied buildings on the said total land obtained a sanctioned building Plan bearing No. 530/14-15 dated 15.01.2015 issued by the Building Department of Kolkata Municipal Corporation in respect of the said land in the names of the Owners herein and started construction of the said multi-storied multi-use residential

building/complex known as "4-SIGHT CITY HOUSE" at Premises No. 71, Narkel Bagan on the said land at its own costs and expenses.

- U. The owners herein are the joint owners of the land total measuring about 28 (Twenty eight) cottahs 6 (six) chittack 38 (Thirty eight) sq. ft be the same a little more or less together with a brick built structure measuring about 2000 sq. ft. standing thereon in R.S. Dag No. 426/1410, 427/1409, 425/1411, 425/1652, 425/1649, 428, R.S. Khatian No. 52, 509, 552, 382, Mouza- Kamdahari, J.L. No. 49, Premises No.- 71, Narkel Bagan, Police Station– Bansdroni (previously Regent Park), under Ward No.- 111 of Kolkata Municipal Corporation, Assessee No. 31-111-15-0071-3 within the District– 24 Parganas (South).
- V. 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 GRAND CITY HOUSE".
- W. 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;

- X. 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;
- Y. Kolkata Municipal Corporation has granted the commencement certificate to develop the project vide approval dated 15.01.2015 bearing sanction no. 530/14-15;
- Z. The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project from Kolkata Municipal Corporation. The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with Section 14 of the Act and other laws as applicable;
- AA. The Promoter has registered the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority aton under registration no.....
- BB. 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 of the apartment is annexed hereto and marked as Schedule B);

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

DD. 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;

EE. 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.

FF. 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 BB.

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 BB.

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.....	Rate of Apartment per square feet*
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Type	
Floor	
Total price (in rupees)	

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

[AND]

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;
- (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share interest of Allottee in the

Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them, It is clarified that the promoter shall hand over the common areas to the association of allottees after duly obtaining the completion certificate from the competent authority as provided in the Act;

- (iii) That the computation of the price of the [Apartment/Plot] includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project;
- (iv) The Allottee has the right to visit the project site to assess the

extent of development of the project and his apartment/plot, as the case may be.

1.9 It is made clear by the Promoter and the Allottee agrees that the Apartment along with 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..... (Rupeesonly) 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 ofpayable 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 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. Alipore or D.S.R-I, 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. Alipore or D.S.R-I, 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 Type**. situated on the
 Floor in Block- 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
 CITY HOUSE"** constructed on the land total measuring about **28 (Twenty eight)
 cottahs 6 (six) chittack 38 (Thirty eight) sq. ft** be the same a little more or less
 together with a brick built structure measuring about 2000 sq. ft. standing thereon
 in R.S. Dag No. 426/1410, 427/1409, 425/1411, 425/1652, 425/1649, 428, R.S.
 Khatian No. 52, 509, 552, 382, Mouza- Kamdahari, J.L. No. 49, Premises No.- **71,**
Narkel Bagan, Police Station– Bansdroni (previously Regent Park), under Ward
 No.- 111 of Kolkata Municipal Corporation, Assessee No. 31-111-15-0071-3 within
 the District– 24 Parganas (South), and the entire land is butted and bounded as
 follows :-

ON THE NORTH: By B-49/1 & B-51, Narkelbagan & KMC Road;

ON THE SOUTH: By B-46, Narkelbagan

ON THE EAST : By KMC Road;

ON THE WEST: By Chalachal Sangha Club & B-53, Kamdahari;

SCHEDULE- "B" ABOVE REFERRED TO

FLOOR PLAN

SCHEDULE- "C" ABOVE REFERRED TO

- | | | | |
|----|---|-----|---------------------------------------|
| 1. | On the date of signing of this Agreement for sale | 20% | Rs./-
(+Applicable Tax) |
| 2. | On or before completion of piling | 15% | Rs./-

(+Applicable Tax) |
| 3. | On or before completion of Foundation work | 5% | Rs./-
(+Applicable Tax) |
| 4. | On/before completion of 1 st Floor casting | 10% | Rs./-

(+Applicable Tax) |
| 5. | On/before completion of 2 nd Floor casting | 10% | Rs./-

(+Applicable Tax) |
| 6. | On/before completion of 3 rd Floor casting | 10% | Rs./- |

(+Applicable Tax)

7. On/before completion of 4th Floor 10% Rs./-

(+Applicable Tax)

8. On or before completion of Brick-work 5% Rs./-

(+Applicable Tax)

9. On or before completion of Flooring work 5% Rs./-

(+Applicable Tax)

10. On or before completion of doors & windows
Fittings casting 5% Rs.
......./-

(+Applicable Tax)

11. On possession or registration
(whichever is earlier) 5% Rs.
......./-

(+Applicable Tax)

 Total- Rs./-+A.T

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 Promoter 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 Promoter 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.
18. Deep tube well.

SCHEDULE- "E" ABOVE REFERRED TO

1. **NO. OF FLOORS** : G+IV storied
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/Gujarat Ambuja/Birla Cement/Century Cement / other reputed manufactures.
3. **STRUCTURE** : RCC Frame structure.
4. **FLOORING** : Vitrified Tiles of size 2.0 x 2.0 feet slabs.
5. **TOILETS** : Toilets flooring to be of Antiskid Ceramic tiles.
6. **DOOR FRAMES** : All to be of 4" x 2.5" Malaysia Sal.Doors to be water proof phenol bonded flush door.
7. **WINDOWS** : All to be of Aluminum casement/ UPVC sliding with full glass panes of minimum 4 mm thickness.
8. **WALL (INSIDE)** : Wall to be covered with Plaster of Paris except Toilet.
9. **GRILLS** : To be provided as and where necessary.
10. **WALL (TOILET)** : Toilets to be covered with standard quality Ceramic Tiles up to Door lintel height.
11. **WALL (OUTSIDE)** : Plaster and painted with exterior acrylic paint of superior manufacturer and brand.

12. **PLUMBING** : For all water lines PVC/G1/CI to be fitted with "Essco", or similar brand fixtures and fittings. All toilets to be provided with hot and cold water lines.
13. **PAINTING** :Internal Doors to be painted with enamel paints of Berger or equivalent make, Main Door to be finished in wooden polish.
14. **ELECTRICAL**: Concealed cooper wiring to be provided with ISI Copper wires of "Finolex" or equivalent make.
15. **KITCHEN**: Platform to be of black Granite/ Granite Polished Green Marble, Stainless Steel Sink with draining board. Counter will have Ceramic Tiles 2.5 feet above the platform.
16. **POWER POINTS** : 20 Nos. of 5 Amp. Point and 5 Nos. of 15 AMP.
17. **POWER SUPPLY** : Electric connection to commensurate with the above to be provided with individual loop arrangements for all flats. However, all deposits towards service and individual meters will be proportionately borne by the flat PURCHASERS.
18. **INTERCOM** : Intercom connection for each flat will be provided.
19. **TELEPHONE & T.V.**: Concealed connection to be provided in every flat.

20. LIFT : Lift of "Otis", "Kone", "Adams". "LES" make or similar will be provided.
21. OUTSIDE LIGHTING: Adequate lighting arrangements with decorative fittings to be provided at the gate, pathway and around the building for security.
22. PLANTERS : Abundant greening of the building to be done with decorative foliage using "in situ" planters.

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 _____

Please affix
Photograph
s and Sign
across the

Name _____

Address _____

(2) Signature _____

Please affix
Photograph
s and Sign
across the

Name _____

Address _____

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Promoter:

(1) Signature _____

Name _____

Address _____

Please affix
Photograph
s and Sign
across the

At _____ on _____ in the presence of :

WITNESSES:

1. Signature _____

Name _____

Address _____

2. Signature _____

Name _____

Address _____