

## ANNEXURE-A

[See rule 9]

### Agreement for Sale

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

#### By and Between

(1) SRI NITAI CHANDRA MONDAL(PAN-CBMPM2353R),son of Late Jotish Chandra Mondal, by occupation-Business, (2) SRI SWAPAN KUMAR MONDAL, alias SWAPAN MONDAL(PAN-BJXPM4920N), both sons of Late Jotish Chandra Mondal, both by faith-Hindu, by Nationality-Indian, by occupation-Business, residing at Kalitala, Garia Station Road, P.O.Garia, P.S.Narendrapur(previously Sonarpur), District-South 24-Parganas, Kolkata-7000 84, (3) SMT. UJJALA MONDAL(PAN-BZBPM5351D),wife of Late Gopi Charan Mondal, faith-Hindu, by Nationality-Indian, by occupation-Housewife, residing at Kalitala, Garia Station Road, P.O.Garia, P.S.Narendrapur,(Previously Sonarpur), District-South 24-Parganas, Kolkata-700084, (4) SRI SIDDESHWAR MONDAL(PAN-AUVPM2175K),son of Late Gopi Charan Mondal, by faith-Hindu, by Nationality-Indian, by occupation-Business, residing at Kalitala, Garia Station Road, P.O.Garia, P.S.Narendrapur,(Previously Sonarpur), District-South 24-Parganas, Kolkata-700084, (5) SMT. NILIMA SARDAR(PAN-ETTPS5359Q),wife of Sri Sarajit Sardar, daughter of Late Gopi Charan Mondal, by faith-Hindu, by Nationality-Indian, residing at 103/1 Brij East(near Khudiram Metro), P.O.Garia, P.S.Patuli, Kolkata-700084, hereinafter jointly called and referred to as the **OWNERS**, (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include, their heirs, executors, administrators legal representative and assigns) being represented by/or acting through their constituted Attorney "PROGRESSIVE CO-ORDINATORS" a Partnership Firm, having PAN-AAIFP4023C, office at Deodar Place, Garai Station Road, P.O.Garia, P.S.Narendrapur,(previously Sonarpur), District-South 24-Prganas,Kolkata-700084, being represented by its Partners & also authorized signatory of other partners (1) **SRI BIJOY MONDAL** (PAN- ATAPM1710E), (Aadhar No. 779987724984) son of Sri Badal Mondal, (2) **SRI DIPANKAR NASKAR** (PAN- ADBPN6091L), (Aadhar No. 262230945129) son of Late Kashi Nath Naskar, both by faith Hindu, by Nationality Indian, by occupation Business, residing at Garia Station Road, Kalitala, Post office- Garia, Kolkata - 700 084, Police Station Sonarpur, District South 24-Parganas " of the FIRST PART.

#### AND

**PROGRESSIVE CO-ORDINATORS** , a partnership firm, registered under the Indian Partnership Act, 1932, having its principle place of business at Holding No.4833, Deodar Place, Garia Station Road, Post- Garia, P.S.Narendrapur (previously Sonarpur) Kolkata-700084. (PAN is- AAIFP4023C), represented by its partners and also authorized signatory of others partners, namely, (1) **SRI BIJOY MONDAL** (PAN- ATAPM1710E), (Aadhar No. 779987724984) son of Sri Badal Mondal, (2) **SRI DIPANKAR NASKAR** (PAN- ADBPN6091L), (Aadhar No. 262230945129) son of Late Kashi Nath Naskar, both by faith Hindu, by Nationality Indian, by occupation Business, residing at Garia Station Road, Kalitala, Post office- Garia, Kolkata - 700 084, Police Station Narendrapur (previously Sonarpur), District South 24-Parganas hereinafter referred to as the "**Promoter**", (which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include the partners and partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrator of the last surviving partner and his/her/their assigns) of **SECOND PART**,

**AND**

*[If the allottee is a Company]*

(CIN No.....) a Company incorporated under the provisions of the Companies Act, (1956 or the Companies Act, 2013 as the case may be), having its registered office at ..... (PAN .....), represented by its authorized signatory (Aadhar No.....), duly authorized vide Board Resolution dated ....., hereinafter, referred to as the "Allottee(s)", (which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its successor(s)-in-interest and permitted assigns).

OR

*[If the allottee is a partnership firm]*

M/s ..... a partnership firm, registered under the Indian Partnership Act, 1932, having its principle place of business at ..... (PAN-.....), represented by its authorized partner....., (Aadhar No.....) duly authorized vide hereinafter referred to as the "Allottee", (which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrator of the last surviving partner and his/her/their assigns).

OR

*[If the allottee is an individual]*

Mr./Mrs./Ms..... (Aadhar No. ....) son/daughter/wife of, Mr.....  
.....aged about ..... Years, 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 & permitted assignees).

OR

*[If the allottee is HUF]*

Mr. /Ms. .... (AadharNo.....)  
Son/daughter/wife of..... Aged about..... Years for self and as the  
Karta of Hindu Joint Mitakshara Family known as HUF, having its place of business/ residence at.....(PAN-.....), (hereinafter referred to as, "Allottee(s)", (which expression shall, unless repugnant to the context or meaning thereof be deemed to mean the members or member for the time being of the said HUF, and their respective heirs, executors, administrators permitted assigns).

*(Details of other allottees to be inserted, in case of more than one allottee)*

The Promoter and the Allottee(s) shall hereinafter be collectively referred to as "Parties" and individually as a "Party".

The owner, the 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 Bengal Act XLI of 2017);
- b) **"Rules"** means the West Bengal Housing Industrial Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017;

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

**WHEREAS:**

- A. The Owners are seized and possessed of and/or sufficiently entitled to ALL THAT piece and parcel of land measuring more or less 41 Cottahs situated and lying at Mouza-Barhansfartabad, J.L.No.47, R.S.No.7, Touzi No.109, Pargana-Medanmolla,P.S.Narendrapur (Previously Sonarpur), A.D.S.R. office at Garia, comprising in R.S.Dag Nos.879, 880,883 & 937, appertaining to R.S.Khatian Nos. 596 & 597, Holding No.1601, Kalitala, Ward No.29 under Rajpur Sonarpur Municipality, P.O.Garia, Kolkata-700084,hereinafter referred to as the “SAID ENTIRE PRIMISES” more fully described in SCHEDULE-A and also demarcated in a Plan Annexed hereto and marked ANNEX-A .
- B. The Title Documents of the Owners as follows:-(1) That One Jatish Chandra Mondal and Satish Chandra Mondal, both sons of Late Harimohan Mondal were seized and possessed of or other wise well and sufficiently entitled to all that properties in R.S.Khatian Nos. 596 & 597 including land of R.S.Dag Nos. 879, 880, 883 & 937 of Barhansfartabad Mouza, J.L.No.47 as per Revisional Settlement records of rights and they had been paying Govt. Rent thereof an enjoying every rights title and interest over the aforesaid properties without interruption, claim and demand whatsoever. (2) That the said Jatish Chandra Mondal and Satish Chandra Mondal executed a deed of partiton regarding their joint properties of R.S.Khatian No.596 & 597 including the land of R.S.Dag Nos.879, 880, 883 & 937 of Barhansfartabad Mouza, on 20/07/1962, registered at S.R.Baruipur office and recorded in Book No.I, Volume No.87, Pages-111-being No.7329 for the year 1962.(3)That by virtue of partittion deed, the said Sri Jatish Chandra Mondal, being the Second party of the aforesaid partition deed and he got the property in Schedule “Ga” of the said parititon deed including the area of R.S.Dag Nos. 879, 880, 883 & 937.(4)That the said Jatish Chandra Mondal gave the property including the area of 12 decimals out of 24 decimals of R.S.Dag No.883 of R.S.Khatian No.597 and 15 decimals of 30 decimals of R.S.Dag No.937 of R.S.khatian No.597 of Barhansfartabad Mouza, J.L.No.47 on 23/11/1984 to SRI NITAI CHANDRA MONDAL, by a registered deed of family settlement, registered at S.R.Sonarpur office and recorded in Book No.I, Volume No.38, Pages-463 to 470, being No.4520 for the year 1984.(5) That the said Jatish Chandra Mondal gave the property including the area of 14 decimals out of 28 decimals of R.S.Dag No.879 of R.S.Khatian No.596 and 8.5 decimals of 17 decimals of R.S.Dag No.880 of R.S.Khatian No.597 of Barhansfartabad Mouza, J.L.No.47 on 23/11/1984 to SRI GOPI CHARAN MONDAL, by a registered deed of family settlement, registered at S.R.Sonarpur office and recorded in Book No.I, Volume No.38, Pages-471 to 478, being No.4521 for the year 1984. (6) That the said Jatish Chandra Mondal gave the property including the area of 14 decimals out of 28 decimals of R.S.Dag No.879 of R.S.Khatian No.596 and 8.5 decimals of 17 decimals of R.S.Dag No.880 of R.S.khatian No.597 of Barhansfartabad Mouza, J.L.No.47 on 23/11/1984 to SRI BASUDEB MONDAL, by a registered deed of family settlement, registered at S.R.Sonarpur office and recorded in Book No.I, Volume No.38, Pages-479 to 486, being No.4522 for the year 1984.(7) That the said Jatish Chandra Mondal gave the property including

the area of 12 decimals out of 24 decimals of R.S.Dag No.883 of R.S.Khatian No.597 and 15 decimals of 30 decimals of R.S.Dag No.937 of R.S.khatian No.597 of Barhansfartabad Mouza, J.L.No.47 on 23/11/1984 to SRI SWAPAN KUMAR MONDAL, by a registered deed of family settlement, registered at S.R.Sonarpur office and recorded in Book No.I, Volume No.38, Pages-487 to 494, being No.4523 for the year 1984. (8) That the said Sri Nitai Chandra Mondal, Sri Gopi Charan Mondal, Sri Basudeb Mondal and Sri Swapan Kumar Mondal separately became the absolute owners of the aforesaid property of R.S.Dag Nos. 879,880, 883 & 937 as per terms and condition of Settlement deed.(9)That the said Basubeb Mondal sold the land measuring 4.5 decimals out of 8.5 decimals out of 17 decimals of R.S.Dag No.880, R.S.Khatian No.597 of Barhansfartabad Mouza on 9/9/1987 to Sri Gopi Charan Mondal, registered at A.D.S.R.Sonarpur and recorded in Book No.I, Volume No.54, Pages-347 to 352, being No.4136 for the year 1987. (10) That the said Basubeb Mondal also sold the land measuring 14 decimals equivalent to more or less 8 Cottahs 7 Chattaks 24 Sq.ft. out of 28 decimals of R.S.Dag No.879, R.S.Khatian No.596 of Barhansfartabad Mouza on 9/9/1987 to Smt. Ujjala Mondal, registered at A.D.S.R.Sonarpur and recorded in Book No.I, Volume No.54, Pages-353 to 358, being No.4137 for the year 1987.(11) That the said Basubeb Mondal sold the land measuring 4 decimals equivalent to more or less 2 Cottahs 8 Chattaks out of 8.5 decimals out of 17 decimals of R.S.Dag No.880, R.S.Khatian No.597 of Barhansfartabad Mouza on 9/9/1987 to Sri Nitai Mondal, registered at A.D.S.R.Sonarpur and recorded in Book No.I, Volume No.54, Pages-359 to 364, being No.4138 for the year 1987.(12) Thus the said SRI GOPI CHARAN MONDAL, SMT. UJJALA MONDAL(owner No.3 herein), SRI NITAI MONDAL(owner No.1 herein) and SRI SWAPAN KUMAR MONDAL alias SWAPAN MONDAL(owner No.2 herein) became the absolute owners and also they got their property recorded in their names in Municipality separately, vide holding Nos.1764, 1601 & 1651 and paid the tax upto date.(13) That thus the said Sri Gopi Charan Mondal, Sri Nitai Chandra Mondal, Sri Swapan Kumar Mondal alias Swapan Mondal and Smt.Ujjala Mondal became the separately owners of the land measuring more or less 89.25 decimals equivalent to more or less 53 cottahs 13 Chattaks 26 sq.ft.( the split up of the land being :- 28 decimals but an actual physical survey and possession land measuring ss 26.25 decimals equivalent to more or less 15 Cottahs 14 Chjattaks 4 sq.ft. of R.S.Dag No.879, R.S.Khatian No.596 plus 17 decimals but an actual physical survey and possession land measuring more or less 10 Cottahs 4 Chattaks 25 sq.ft. of R.S.Dag No.880, R.S.Khatian No.597 plus 24 decimals but an actual physical survey and possession land measuring equivalent to more or less 14 Cottahs 8 Chattaks 14 sq.ft. of R.S.Dag No.883, R.S.Khatian No.597 plus 22 decimals but an actual physical survey and possession land measuring more or less 13 Cottahs 2 Chattaks 28 sq.ft. out of 30 decimals of R.S.Dag No.937, R.S.Khatian No.596) of Barhansfartabad Mouza, J.L.No.47, R.S.No.7, Touzi No.109, Pargana-Medanmolla, A.D.S.R.office at Garia, comprising in R.S.Dag Nos. 879, 880, 883 & 937 appertaining to R.S.Khatian No.596 & 597, Holding Nos. 1853, 1764, 1601 & 1951 Kalilata, Ward No.29, under Rajpur-Sonarpur Municipality, P.S.Narendapur (previously Sonarpur), District-South 24-Parganas, Kolkata-700084.

- C. The Owners and the Promoter have decided to develop the aforesaid property and the said the said Sri Gopi Charan Mondal, Sri Nitai Chandra Mondal (Owner No.1 herein), Sri Swapan Kumar Mondal alias Swapan Mondal(Owner No.2 herein) and Smt.Ujjala Mondal (owner No.3 herein) executed a joint venture agreement with PROGRESSIVE CO-ORDINATORS(Promotor herein) regarding their land measuring more or less 67.25 decimals out of 89.25 decimals ( the split up of the land being :- :- 26.25 decimals equivalent to more or less 15 Cottahs 14 Chjattaks 4 sq.ft. of R.S.Dag No.879, R.S.Khatian No.596 plus 17 decimals but an actual physical survey and possession land measuring more or less 10 Cottahs 4 Chattaks 25 sq.ft. of R.S.Dag No.880, R.S.Khatian No.597 plus 24 decimals but an actual physical survey and possession land measuring equivalent to more or less 14 Cottahs 8 Chattaks 14 sq.ft. of R.S.Dag No.883, R.S.Khatian No.597) of Barhansfartabad Mouza, J.L.No.47 on 27/09/2013 registered at D.S.R.-IV, Alipore and recorded in Book No.I, being No.7651 for the year 2013 and also executed a Development Power of attorney in favour of Promoter herein on 27/09/2013, registered at D.S.R-IV, Alipore and recorded in Book No.I, being No.7652 for the year 2013. And the said Sri Nitai Chandra Mondal(owner No.1 herein) and Sri Swapan Kumar Mondal alias Swapan Mondal(Owner No.2 herein) also executed a joint Venture agreement with PROGRESSIVE CO-ORDINATORS(Promotor herein) regarding their land measuring 22 decimals equivalent to more or less 13 Cottahs 2 Chattaks 28 Sq.ft. of R.S.Dag No.937 of R.S.Khatian No.596 of Barhansfartabad Mouza, J.L.No.47 on 27/09/2013, registered at D.S.R.IV, Alipore office and recorded in Book No.I, being No.7649 for the year 2013 and also the said Owners excuted a development Power of attorney in favour of Promoter herein on 27/09/2013 registered at D.S.R.IV, Alipore and recorded in Book No.1, being No.7650 for the year 2013.AND the said SRI GOPI CHARAN MONDAL, SRI NITAI CHANDRA MONDAL, SRI SWAPAN KUMAR MONDAL @ SWAPAN MONDAL and SMT. UJJALA MONDAL amalgamated their holding Nos. 1951, 1601& 1764 Kalitala, Garia Station Road, Ward No.29 regarding the land measuring more or less 89.25 decimals equivalent to more or less 53 Cottahs 13 Chattaks 26 Sq.ft into one holding by two separate registered deed of gift on 8/4/2014, registered at Sonarpur A.D.S.R.office and recorded in Book No.I, C.D.Volume No.7, Pages- 4750 to 4767, being No.3503 for the year 2014 and Book No.1, C.D.Volume No.7, Pages- 4731 to 4749, being No.3504 for the year 2014.And after amalgamation of three holdings into one holding , their names in the assessment registered of the Rajpur-Sonarpur Municipality in respect of the aforesaid property and paying taxes regularly in their names to the said office of the Rajpur-Sonarpur Municipality in respect of the above mentioned landed property now being known numbered and distinguished as holding No.1601, Kalitala, Garia Station Road, Kolkta-700084 ( hereinafter called the SAID PREMISES).
- D. At the time of sanctioned building plan of the said premises, the said Owners executed a boundary declaration regarding the land measuring more or less 51 Cottahs 6 Chattaks 40 Sq.ft. instead of 53 Cottahs 13 Chattaks 26 Sq.ft. in 2015 registered at A.D.S.R.Garia Office and recorded in Book No.IV, C.D.Volume No.1, Pages- 974 to 984, being No.96 for the year 2015 and the said Promoter herein on be half of the Owners sanctioned a building plan from Rajpur-Sonarpur Municipality vide sanctioned plan No.297/CB/29/34 dated 14/05/2015 for construction of (G+IV) storied building. AND

during subsistence of the said Development Agreement dated 27-09-2013, vide being No.7651, the said Gopi Charan Mondal had died intestate on 11-7-2014 leaving behind him wife, SMT. UJJALA MONDAL(Owner No.3 herein), one son, SRI SIDDHESHWAR MONDAL(owner No.4 herein) and one daughter, SMT.NILIMASARDAR(owner No.5 herein ) as his sole legal heirs and successors .AND upon demise of said Gopi Charan Mondal, one confirmation of agreement or supplementary agreement was executed between SMT. UJJALA MONDAL, SRI SIDDHESHWAR MONDAL and, SMT.NILIMASARDAR (owners herein) AND PROMOTER herein on 7-01-2016 in reference of the said principal development agreement dated 27-09-2013, vide deed No.7651 for the year 2013 in the matter of development of the property as aforesaid. AND the said SRI NITAI CHANDRA MONDAL(owner No.1 herein),SRI SWAPAN KUMAR MONDAL alias SWAPAN MONDAL(owner No.2 herein), SMT. UJJALA MONDAL(Owner No.3 herein), SRI SIDDHESHWAR MONDAL(Owner No.4 herein) and SMT. NILIMA SARDAR (owner No.5 herein) executed a General Power of attorney on 7/01/2016 regarding the said premises in favour of PROMOTOR herein, registered at A.D.S.R.Garia and recorded in Book No.IV, C.D.Volume No.1629-2016, Pages- 332 to 350, being No.00018 for the year 2018. AND SMT. UJJALA MONDAL(owner No.3 herein) executed a deed of gift in favour of Chairman, Rajpur-Sonarpur Municipality, regarding her share of land measuring more or less 10 Cottahs out of 15 Cottahs 14 Chattaks 4 Sq.ft. of R.S.Dag No.879, R.S.Khatian No.596, Mouza-Barhansfartabad, J.L.No.47 on 02/02/2016, registered at A.D.S.R.Garia, and recorded in Book No.I, Volume No.1629-2016, Pages- 6318 to 6337, being No.00301 for the year 2016. AND by virtue of aforesaid deed of gift in favour of Municipality and also land for road side, the said OWNERS, i.e. SRI NITAI CHANDRA MONDAL, SRI SWAPAN KUMAR MONDAL alias SWAPAN MONDAL, SMT UJJALA MONDAL, SRI SIDDHESHWAR MONDAL & SMT. NILIMA SARDAR became the absolute owners of the land measuring more or less 41 Cottahs ( the split up of the land being :- 3 Cottahs 23 Sq.ft. of R.S.Dag No.879, R.S.Khatian No.596 plus 10 Cottahs 4 Chattak 25 Sq.ft of R.S.Dag No.880, R.S.Khatian No.597 plus 14 Cottahs 8 Chattaks 14 Sq.ft of R.S,Dag No.883, R.S.Khatian No.597, Plus 13 Cottahs 2 Chattaks 28 Sq.ft of R.S.Dag No.937, R.S.Khatian No.596) of of Barhansfartabad Mouza, J.L.No.47, R.S.No.7, Touzi No.109, Pargana-Medanmolla, A.D.S.R.office at Garia, comprising in R.S.Dag Nos. 879, 880, 883 & 937 appertaining to R.S.Khatian No.596 & 597, Holding Nos. 1601 Kalilata, Ward No.29, under Rajpur-Sonarpur Municipality, P.S.Narendapur(viously Sonarpur), District-South 24-Parganas, Kolkata-700084( hereinafter called the SAID PREMISES) fully described in the **Schedule-A** hereunder written.AND OWNERS also a revised sanctioned plan of the aforesaid said premises fully described in the Schedule-A hereunder written on **06/7/2017 , vide sanctioned plan No.96/Rev/CB/29/43 for construction of one (G+VII) and also two (G+IV) storied building in three block** for residential/ commercial purposes and has been named **“PROGRESSIVE PARADISE”**. AND the said Owners also a Development Power of attorney in favour of PROGRESSIVE CO-ORDINATORS, promoter herein regarding the said premises on 20.07 2018

registered at **A.D.S.R. office and recorded in Book No.I, Volume No.1629-2018, pages-64374 to 64405, being No.2037 for the year 2018 .**

- E. The Said Land is earmarked for the purpose of building a commercial cum residential project comprising a multistoried apartment building and the said project shall be known as **PROGRESSIVE PARADISE.**
- F. 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.
- G. The Rajpur-Sonarpur Municipality has granted the commencement certificate to develop the project vide approval date 28.04.2019
- H. The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the apartment, plot or building, as the case may be from Rajpur-Sonarpur Municipality. The Promoter agrees and undertakes that it shall not make any changes to this approved plans except in strict compliance with Section 14 of the Act and other laws as applicable.
- I. The Promoter has registered the Project under the provision of the Act with the West Bengal Housing Industry Regulatory Authority at \_\_\_\_\_ on \_\_\_\_\_ under registration no. \_\_\_\_\_
- J. The Allottee had applied for an apartment in the Project vide application no. \_\_\_\_\_ dated \_\_\_\_\_ and has been allotted apartment No. \_\_\_\_\_ having carpet area of \_\_\_\_\_ square feet, type, on floor in the building along with/without garage/covered parking no. \_\_\_\_\_ admeasuring \_\_\_\_\_ sq. ft. in the basement/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 B and the floor plan or the Apartment is annexed hereto and marked as Schedule B );
- K. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- L. 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;
- M. 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.

N. 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 space as specified in Para J.

**NOW THEREFORE**, in consideration of the mutual representation, covenants, assurances, promises and agreement contained herein and other good and valuable consideration, the parties agree as follows :

**1. TERMS :**

- 1.1 Subject to the terms & conditions as detailed in this Agreement, the Promoter hereby agrees to sell to the Allottee(s) and the Allottee(s) hereby agrees to purchase the Apartment as specified in Para 'J'.
- 1.2 The Total Price for the Apartment based on carpet area is Rs. .... (Rupees only)( **"Total Price"**).
- |                                  |      |     |       |             |
|----------------------------------|------|-----|-------|-------------|
| Apartment No. A,B,C              | Type | All | Floor | Carpet Area |
| (Super built-up Area -           | )    |     |       |             |
| With/without car parking for Rs. |      |     |       |             |

Extra Charges :-

- 1) Transformer, Cabling, Service Line, Deposits etc. – Rs.  
(individual WBSEB meter to be paid directly by Allottee)
- 2) Power Backup/Generator it's distribution, changeover etc.- Rs.
- 3) Maintenance Deposit @     per sq.ft. of super built-up area.
- 4) Legal Charges – Rs         /-

**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 (considering 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 the handing over the possession of the Apartment to the Allottee and the Project to the association of Allottees or the competent authority, as the case may be, after obtaining the completion certificate.  
Provided that in case there is any change/modification in the taxes, the subsequent amount payable by the Allottee(s) to the Promoter shall be increased/reduced based on such change/modification.  
  
Provided further that if there is any increase in the taxes after the expiry of the schedule date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any granted to the said project by the Authority, as per the Act, the same shall not be charged from the Allottee;
- (iii) The Promoter shall periodically intimate to the Allottee(s), the amount payable as stated in (i) above and the Allottee(s) 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(s) the details of the taxes paid or demanded along with the Acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;



- iv) The Total Price of Apartment includes recovery of price of land, construction of, not only the Apartment but also, the common areas, internal development charges, taxes, cost of providing electric wiring, electric connectivity to the Apartment, lift, water line and plumbing, finishing with point, marbles, tiles, doors, windows, fire detection and fire fighting equipment in the common areas, maintenance charges as per para II etc. and includes cost for providing all other facilities, amenities and specification to be provided within the Apartment and the Project.
- 1.3 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the promoter shall enclose the said 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 charges 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 @ 5% per annum for the period by which the respective installment has been proponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to any Allottee by the Promoter.
- 1.6. It is agreed that the Promoter shall not make any additions and alterations in the sanctioned 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. non the basis on 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 alteration as may be required by the Allottee, or such minor changes or alterations as per 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 completed and the occupancy certificate is granted by the competent authority by furnishing details of the changes, if any, in the carper 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 the 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 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 can not 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 handover the common areas to the association of Allottee after duly obtaining the completion certificate from the competent authority as provided in the Act.
  - (iii) That the computation of the price of the Apartment includes recovery of price of land, construction of 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, marble, tiles, doors, fire detection and fire fighting equipments in the common areas, maintenance charges as per para 11 etc. and includes cost for providing all others 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, as the case may be
- 1.9. It is made clear by the Promoter and the Allottee agrees that the Apartment along with open/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 Allottee, 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 there for 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 a time of application the receipt of which the Promoter hereby acknowledge and the Allottee hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan as mentioned in 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 Rule, but if the delay continues for a

period beyond 2(two) months from the date of receipt of the demand notice for payment, then the Promoter reserves the right to rescind or cancel this agreement.

**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 on online payment as applicable in favour of **PROGRESSIVE CO-ORDINATORS** payable at Kolkata.

**3. COMPLIANCE OF LAWS RELATING TO REMITTANCE:**

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 there under 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 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 Municipal Building Bye-Laws and shall not have an option to make any variation/alteration/modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute 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 handover possession of the Apartment along with ready and complete common areas with all specifications, amenities and facilities of the project in place on or before 06.06.2022 unless there is delay or failure due to war, flood, draught, 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 Allottee 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 2 (two) months from the date of issue occupancy certificate or within 15 days from the date of receipt of demand notice/intimation, whichever is earlier. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formations, 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** – 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 identities, 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 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 Allottee, it shall be the responsibility of the Promoter to handover the necessary documents and plans, including common areas, to the association of the Allottee or the competent authority, as the case may be, as per the local laws;
- 7.5. **Cancellation by Allottee** – The Allottee shall have the right to cancel/withdraw his allotment in the Project as approved 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, 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, 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 discontinuation of his business as a developer on account of suspension or revocation of the registration under the Act, or for any other reason, the Promoter shall be liable, on demand to the Allottees, in case the Allottee wishes to withdraw from the Project without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within forty five days of it become 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, after the rights of Allottee under this Agreement;
  - (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;
  - (ix) At the time of execution of the Conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee and the common areas to the association of Allottees or the competent authority, as the case may be;
  - (x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;
  - (xi) The Promoter has duly paid and shall continue to pay and discharge all Government dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent authorities till the completion certificate has been issued and possession of apartment, plot or building, as the case may be, along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee and the association of Allottees or the competent authority, as the case may be.
  - (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project.

## **9. EVENTS OF DEFAULTS AND CONSEQUENCES:**

- 9.1. Subject to the Force Majeure clause, the Promoter shall be considered under a condition of Default, in the following events:
- (i) Promoter fails to provide ready to move in possession of the Apartment to the Allottee within the time period specified in para 7.1 or fails to complete the project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this para 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority;
  - (ii) Discontinuance of the Promoter's business as a Developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made there under.
- 9.2. In case of Default by Promoter under the conditions listed above, Allottee is entitled to the following:

- (i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest, or
- (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the apartment, along with interest at the rate prescribed in the Rules within forty five days of receiving the termination notice;

Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Apartment, which shall be paid by the promoter to the Allottee within forty-five days of it becoming due.

9.3 The Allottee shall be considered under a condition of Default, on the occurrence of any of the following events:

- (i) In case the Allottee fails to make payments for 2(two) 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 2(two) 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.

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 the 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 Promoter to rectify such defects without further charges, within 30 (thirty) days, and in the event of Promoter's failure or 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, garage/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 Service Areas : The service areas, if any, as located within the **PROGRESSIVE PARADISE**, shall be earmarked for purposes such as parking spaces including but not limited to electric sub-station, transformer, DG set rooms, underground water tank, Pump rooms, maintenance and service rooms, fire fighting pumps and equipments etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas 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, lift, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.
- 15.2. The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board/name-plate, neon light, publicity material or advertisement material etc. on the face façade of the Building or any where on the exterior of the Project, buildings thereon 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 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) and disclosed, except for as provided in the Act.

**18. PROMOTER SHALL NOT MORTGAGE OR CREAT 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 Allottee that the project in its entirety is in accordance with the provision of the \_\_\_\_\_.

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

**20. BINDING EFFECT :**

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned A.D.S.R. Garia, 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 A.D.S.R. Garia, 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 disposed by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

**21. ENTIRE AGREEMENT :**

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Apartment, as the case may be.

**22. RIGHT TO AMEND :**

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

**23. PROVISIONS OF THIS AGREEMENT APPLICABLE 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/Plot] for all intents and purposes.

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

- 24.1. The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this agreement, waive the breach by the Allottee in not making payments as per the Payment Plan [Annexure C ] including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and/or binding on the Promoter to exercise such discretion in the case of other Allottee.
- 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 avoid or unenforceable under the Act or the Rules and Regulations made there under or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made there under 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 in proportion which the carpet area of the [Apartment/Plot] bears to the total carpet area of all the Apartment in the Project.

**27. FURTHER ASSURANCE :**

Both Parties agrees that they shall execute, acknowledge and deliver to the other such instruments and take such other actions in addition to the instruments and actions specifically provided for herein, as may 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 Allottees, in 15 days 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 Addl. District Sub-Registrar at Garia. Hence this Agreement shall be deemed to have been executed at Garia, Kolkata.

**29. NOTICE :**

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 address specified below:

\_\_\_\_\_ Name of Allottee

\_\_\_\_\_ (Allottee Address)

**PROGRESSIVE CO-ORDINATORS(Promoter)**

813, Kalitala, Garia Station Road, Kolkata - 700084( 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 this 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 Allottees.

**31. SAVINGS**

Any application letter, allotment Letter, agreement, or any other documents 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 requisitions made there under.

**32. GOVERNING LAW :**

That the rights and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with the act and the Rules and Regulations made there under including other applicable laws of India for the time being in force.

**33. DISPUTE RESOLUTION :**

All or any 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<sup>3</sup> shall be settled under the Arbitration and conciliation Act, 1996.

*(Please insert any other terms and conditions as per contractual understanding between the Parties. However, please ensure that such additional terms and conditions are not in derogation of or inconsistent with the terms and conditions set out above or the Act and the rules and Regulations made there under.)*

**34.** The Allottee shall pay to the Promoter, within 15 days from date of receipt of notice, such amounts as demanded by the Promoter for payment of any installment and/or other charges or expenses and/or deposits as mentioned in Schedule 'C' hereinafter.

**35.** In the event of any default on the part of Allottee in making payment of the consideration amount or any part thereof or any installment or any other amount as demanded, to the Promoter, then in such case the Allottee shall be liable to pay interest as provided in the Act **PROVIDED**

**HOWEVER** if such default shall continue for a period of 2(two) months from date of any installment or amount becoming due and not paid by the Allottee to the Promoter, then in that event and without prejudice to other rights the Promoter shall be entitled to rescind or cancel this agreement and in that event the Promoter shall forfeit the booking amount and refund the balance to the Allottee within 45 days of such cancellation.

36. The purchaser shall bear and pay all amounts on account of Stamp Duty, Registration Fees and other incidental expenses and charges for registration of Conveyance Deed of the said apartment.
37. From the date of possession of the Apartment or 2 (two) months from the date of issue of the demand letter, asking the allottee to take possession of the apartment, the allottee shall bear and pay all Municipal Taxes and rates for the said apartment and common areas. And also on and from such date until formation of the Association of all Apartment Owners the allottee shall bear and pay to the Promoter monthly maintenance charges, within 7 (seven) days from the date of the bill, for the maintenance and management of the complex, at such rates to be decided by the Promoter.

**SCHEDULE-A REFERRED TO ABOVE**  
( Description of Land and Premises)

ALL THAT piece and parcel of land measuring more or less 41 Cottahs ( the split up of the land being :- 3 Chattaks 23 Sq.ft. of R.S.Dag No.879, R.S.Khatian No.596 plus 10 Cottahs 4 Chattaks 25 Sq.ft. of R.S.Dag No.880, R.S.Khatian No.597 plus 14 Cottahs 8 Chattaks 14 Sq.ft. of R.S.Dag no.883, R.S.Khatian No.597 plus 13 Cottahs 2 Chattaks 28 Sq.ft. of R.S.Dag No.937, R.S.Khatian No.596) situated and lying at Mouza- Barhansfartabad Mouza, J.L.No.47, R.S.No.7, Touzi No.109, Pargana-Medanmolla, A.D.S.R.office at Garia, comprising in R.S.Dag Nos. 879, 880, 883 & 937 appertaining to R.S.Khatian No.596 & 597, Holding Nos. 1601 Kalilata, Ward No.29, under Rajpur-Sonarpur Municipality, P.S.Narendapur (previously Sonarpur), District-South 24-Parganas, Kolkata-700084.Total project map annexed A hereto.

Butted and bounded as follows:-

ON THE NORTH :- R.S.Dag Nos. 879(p), 877 7 876

ON THE SOUTH:-R.S.Dag Nos. 889, 881,882, 885 & 884

ON THE EAST :- R.S.Dag No.884

ON THE WEST :-7 mrt. Wide Kalitala Road,

**SCHEDULE-B REFERRED TO ABOVE**  
( Description of Flat & Car parking space)

ALL THAT Flat No..... on the ..... floor at ..... side at Block-..... measuring about ..... Sq. ft. carpet area having its built up area measuring about ..... sq.ft having its super built up area measuring about.....Sq. ft. consisting of two bed rooms, one kitchen, one living cum dining room, one balcony, one w.c. and one toilet. With impartibly undivided proportionate share in land as mentioned in the Schedule A herein above stated with one Covered/Open Car parking space on the ground floor at block-A measuring about 135 sq.ft. together with common rights and parts as mentioned in the Schedule C hereinafter below and also maintenance of Schedule D hereinafter below and also specification mentioned in Annexure A herein below of the multistoried building known as "PROGRESSIVE

PARADISE” at holding No.1601, Kalitala, Garia Station Road, P.O.Garia, P.S. Narendrapur, (Previously Sonarpur), kolkata-700084 OR HOWSOEVER other wise the flat is delineated in the map or plan annexed hereto by RED border.

#### SCHEDULE C

1)	On or before the booking of the Flat	Rs.1,00,000/-
2)	On or before the execution of the agreement	10% (Adjust with booking )
3)	On completion of foundation of building	20%
4)	On completion of relevant roof casting of building	15%
5)	On completion of relevant brick work of building	15%
6)	On completion of inside/outside plaster of building	15%
7)	On completion of flooring of building	15%
8)	On possession of the said flat	10%

#### SCHEDULE D

(Common Parts and Common Facilities)

1. Stair case landing and passage on all floors
2. Lift with all its accessories.
3. Stair room in roof
4. Columns foundations and plinths
5. Ultimate roof.
6. common passage and entrance lobby on the ground floor excepting car parking space.
7. Under ground and overhead reservoirs.
8. water pumps and pipe lines leading to the flats.
9. Generator for common services.
10. All sewer lines from toilets to ground floor and all internal sewer lines , drains and septic tanks.
11. Guards rooms, caretakers rooms, toilets meter room children's play rooms and other rooms and facilities in the ground floor.
12. Boundary wall around the premises , parapet walls on the roof.
13. all other amenities that is for common use of all the flat owners.
14. Free extinguisher by separate water reservoir in Block-A.
15. C.C. Camera will be provided in certain common spaces.
16. Water treatment facilities will be provided for drinking water.

#### COMMON EXPENCES

1. The costs of cleaning and lighting the main entrance passages landing staircase and other part of the said building so enjoyed or use by the purchaser/s in common as aforesaid and keeping the adjoining side space in good and repaired condition.
2. The costs of the salaries of the staff, clerks, bill collectors, liftmen, security guards, sweepers, caretakers, electricians. Plumbers and other service staff.
3. All the costs of working and maintenances of lifts, generators and common right and service charges.
4. All Municipal and other taxes and outgoing save those separately assessed on the flat owner or other co-flat owner.
5. all such other expenses as are deemed by the developer or the association of flat owners may be necessary or incidental to the ownership and holding of the land and building and the said flat and other flats and portions of the said buildings.
6. The costs of replacement of equipment or facilities such as lifts, generators, tube well , transferred etc.
7. all the fees and disbursements paid to any caretakers/managers/agents if appointed by the Developer or association of flats owners in respect of the said building.

8. All such amount as shall be declared and fixed by the developer or association of flat owners named will have discretion for administration and other like purposes.
9. All costs of maintenance operating replacing white washing painting rebuilding reconstructing decorating re-decorating lighting the common parts and also the outer walls of the building.

#### SCHEDULE-E

#### ANNEXTURE

(Particulars and specification for construction and installations)

1. STRUCTURE :- The building shall have earthquake, resistance R.C.C. framed foundation and structure.
2. BRICK WORK :- Outer wall 8" and inside Wall-5"/3"
3. OUTSIDE WALL :- Weather coat colour finish.
4. INSIDE WALL :- Plaster of Paris and one coat water primer finish.
5. FLOOR :- all floors of flats will be verified tiles finish, stair case and landing will be marble finish and top roof will be tiles finish.
6. TOILETS :- Two western commode white colour type (Hind-ware Brand), 5'-6" inside wall will be glaze tiles finish and floors will be anti skid tiles finish, one shower, one taps, one hot and cold mixture in one toilet, PVC Door, in each toilet, one Geyser point in one toilet and PVC pipe, one exhaust point and one light point will be provided. All will be D'sons normal brand.
7. KITCHEN :- Black granite cooking top counter with steel sink with water tap and glaze tiled finish up to window top, one exhaust point, two 15 Amp Power and one light point, one exhaust point, floor will be anti skid tiled finish.
8. Doors. all doors frame of Sal wood bit, main entrance gammar wooden door and all other door will be plywood flash door and paint finish. Necessary normal fittings and lock for main and bed room door will be provide.
9. DRAWING ROOM :- Two light, two fan point , one pedestal basin white colour will be provide.
10. WINDOW :- All windows will 22be aluminium sliding with squire bar iron grill.

11. ELECTRICAL :- Concealed wiring with branded copper wire , And ISI mark Modular switch, One A.C. point in one bed room and three light and two power point, one fan point in each bed room with be provided.

12. WATER SUPPLY :- Round the clock water supply from 2<sup>nd</sup> layer boring with PVC pipe and submersible through overhead PVC water tank.

13. PAINTING :-Gates and covering will be enamel paint finish.

14. LIFT BACKUP :- 49Four) passenger lift and sound proof generator will be provided.

**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 *as affix photographs* above written.

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

Allot tee: (including joint buyers)

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

Name \_\_\_\_\_

Address \_\_\_\_\_

(2) *and sign*

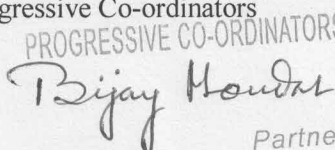
(3) Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

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

Promoter: Progressive Co-ordinators

(1) Signature  *PROGRESSIVE CO-ORDINATORS*  
Partner

Name –Bijoy Mondal

Address –Garia Station Road,kalitala, Kolkata-700084.

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

**WITNESSES:**

1. Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

2. Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

**SCHEDULE-‘A’ - DESCRIPTION OF THE TOTAL PROJECT ALONG WITH  
BOUNDARIES IN ALL FOUR DIRECTIONS & ALSO PROJECT  
LAYOUT FLOOR PLAN .**

**SCHEDULE-‘B’ - DESCRIPTION OF APARTMENT AND CAR CARPARKING  
HEREBY AGREED AND ALSO SITE PLAN OF THE APARTMENT**

**SCHEDULE- ‘C’ - PAYMENT PLAN**

**SCHEDULE- ‘D’ - AMENITIES, FACILITIES COMMON AREAS(WHICH ARE PART  
OF THE APARTMENT/ PLOT)**

**SCHEDULE- ‘E’ - SEPECIFICATIONS, (WHICH ARE PART OF THE PROJECT)**

(The Schedules to this Agreement for sale shall be as agreed to between the Parties)

\*or such other certificate by whatever name called issued by tire competent authority.