

**AGREEMENT FOR SALE**

This Agreement for Sale (**Agreement**) executed on this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

**BY AND BETWEEN**

**AJMIR TOWER PRIVATE LIMITED [PAN: AAICA6902G] [CIN: U70102WB2010PTC142724]** a company incorporated under the provisions of the companies Act 1956 having its registered office at **B/153/1/H/1, Beliaghata Main Road, Kolkata-700010** represented by its authorized signatory **RAJU NASKAR (Director) [ADSPN9015D]** Son of Gobinda Naskar residing at 150, Raja Rajendra Lal Mitra Road, Kolkata-700010 [**Aadhar no- 6827 1577 2633**] hereinafter referred to as the "**Promoter**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees)

**AND**

SRI/SMT \_\_\_\_\_ (Aadhar No \_\_\_\_\_)  
Son/daughter of \_\_\_\_\_ aged about \_\_\_\_\_ years, residing at \_\_\_\_\_

[PAN: \_\_\_\_\_], hereinafter called the "**ALLOTEE**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees)

The Promoter and Allotee shall hereinafter collectively be referred to as the "**Parties**" and individual as a "**Party**".

**Definitions:** For the purpose of Agreement for Sale, unless the context otherwise requires

- (a) "**Act**" means the West Bengal Housing Industry regulation Act, 2007 (West Bengal Act XLI of 2017)
- (b) "**Rules**" means the West Bengal Housing Industry regulation Rules 2018 made under the West Bengal Housing Industrial Regulation Act, 2017.
- (c) "**Regulations**" means the Regulations made under the West Bengal Housing Industrial Regulation Act, 2017.

**WHEREAS:**

**WHEREAS**

- A. By virtue of a registered **Sale Deed** dated 27.8.1999 registered in the office of the A.D.S.R. Sealdah recorded in Book No.I, **Being No.516 for the year 2000** one **Namita Aich** wife of Late Monoranjan Aich and **Chandan Aich** son of Late Monoranjan Aich purchased all that piece and parcel of land measuring **5 cottah 1 chittack 30 sq.ft.** (more or less) together with old tin / tile shed temporary structure measuring about 1000 sqft ( more or less ) standing thereon lying and situated at and being premises No **89C, K.G. Bose Sarani**, Police Station Beliaghata, Kolakta-700085, Ward No.35 District 24-Parganas (South) together with all right, title and interest appertaining thereto.
- B. After purchasing the said property the said **Namita Aich and Chandan Aich** became the joint owners of the landed property measuring **5 cottah 1 chittack 30 sq.ft.** (more or less) together with old tin / tile shed temporary structure measuring about 1000 sqft ( more or less ) standing thereon lying and situated at premises No **89C, K. G. Bose Sarani**, Police Station Beliaghata, Kolakta-700085 and seized and possessed thereof and **mutated their** names with the record of the Kolkata Municipal Corporation in respect of the aforesaid property.
- C. On 18.8.2007 the said Namita Aich died intestate leaving behind her husband namely Monoranjan Aich, only son Chandan Aich and two married daughters namely Ruma Ghosh and Sima Dutta as her only legal heirs and successors and by virtue of Hindu Succession Act, 1956, the said Monoranjan Aich, Chandan Aich, Ruma Ghosh, and Sima Dutta, became the joint owners having 1/8 share each measuring about 459.37 sqft Land ( totaling 1837.5 sqft (more or less ) in respect of undivided half share (50% ) of the said Namita Aich ( since deceased) in respect of land measuring 5 cottah 1 chittack 30 sq.ft. (more or less) together old tin / tile shed temporary structure measuring about 1000 sqft (more or less) lying and situated at and being premises No 89C, K.G. Bose Sarani, Police Station Beliaghata, Kolakta-700085 and seized and possessed thereof which is more fully described hereunder. That the said Chandan Aich presently having 1/8 share each measuring about 459.37 sqft land by virtue of inheritance after demise of the said of the said Namita Aich (mother) and retained 1/2 share (or 4/8 share) share by virtue of the purchase Being Deed No No.516 for the year 2000 measuring 1837.5 sqft land totaling land 2296.87 sqft ( more or less) together with all right, title and interest appertaining thereto.
- D. On **28.10.2007** the said Chandan Aich died intestate leaving behind his widow wife Sonali Aich, one daughter Ishita Aich and one minor son Arnab Aich and his father Monoranjan Aich as his only legal heirs and successors by virtue of the Hindu Succession Act, 1956 having un-divided  $1/8 + 4/8 = 5/8$  and  $5/32$  each ) share or 574.18 sqft land ( more or less ) each out of 2296.87 sqft ( more or less ) in respect of land measuring 5 cottah 1 chittack 30 sq.ft. (more or less) together with old tin / tile shed temporary structure measuring about 1000 sqft ( more or less ) standing thereon standing thereon lying and situated at and being premises No 89C, K.G. Bose Sarani, Police Station Beliaghata, Kolakta-700085.
- E. The said Monoranjan Aich died intestate on 28.2.2012 leaving behind his two married daughters namely, Ruma Ghosh , Sima Dutta and Sonali Aich the daughter in law , Ishita Aich and Arnab Aich the grand-daughter and grand-son respectively as his only legal heirs and successors by virtue of the Hindu Succession Act, 1956 having un-divided  $1/8$  or  $4/32 + 5/32$  share =  $9/32$  share ( measuring 1033.57 sqft ( more or less )  $\therefore 3 = 3/32$  share measuring 344.51 sqft ( more or less ) each out of 1033.57 sqft ( more or less ) in respect

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of land measuring 5 cottah 1 chittack 30 sq.ft. (more or less) together with old tin / tile shed temporary structure measuring about 1000 sqft ( more or less ) thereon lying and situated at and being premises No 89C, K.G. Bose Sarani, Police Station Beliaghata, Kolakta-700085. Be it mention that the said SonaliAich the daughter in law and Ishita Aich and Arnab Aich having 1/32 share measuring 114.84 sqft each out of total 344.51 sqft( 3/32 share ) in respect of the aforesaid property. Be it mention that MonoranjanAich retained 459.37 sqft( more or less ) after demise of his wife Namita Aich and 574.22 sqft ( more or less ) after demise of his son Chandan Aich having total area 1033.57 sqft ( more or less ) accordingly in respect of the schedule property. That the said two married daughters namely Ruma Ghosh and Sima Dutta having 1/8 share or 4/32 share + 3/32 share = 7/32 share measuring 803.91 sqft land each from their mother Namita Aich and MonoranjanAich totaling 1607.86 sqft( more or less ) [ Namita Aich 459.38 sqft share x 2 and MonoranjanAich 344.53 sq. Ft x 2]accordingly.

- F. After demise of the said Chandan Aich and MonoranjanAich, the said SonaliAich the daughter in law, Ishita Aich and Arnab Aich having 1/32 share + 5/32 share = (equals to) 6/32 share each or 3/16 share each X 3 measuring an area 689.06 sqft each totaling 2067.18 sqft land accordingly in respect of the schedule property.
- G. The previous owners namely **Ruma Ghosh, and others** herein executed "Agreement for Development" dated 12.10.2012 Being No 3096 for the year 2012 registered with A.D.S.R. Sealdah 24 Parganas (South) being the predecessors with M/S. **HANSALSAR CONSTRUCTION (PVT.) LTD [ PAN AACCH 2308 D]** the developer under certain terms and conditions mentioned therein in respect of premises No. 89C, K.G. Bose Sarani, Police Station Beliaghata, Kolkata - 700085 along with old building 1000 sft ( more or less ) standing thereon measuring land 5 cottah 1 chittack 30 sq. ft ( more or less ), Ward No. 35, Assessee No. 110351501352 within the limit of Kolkata Municipal Corporation District 24 Parganas (South). Thereafter the said Owners also executed and registered Development Power of Attorney Being No 3102 for the year 2012, registered with A.D.S.R. Sealdah 24 Parganas (South) in favour of M/S. HANSALSAR CONSTRUCTION (PVT.) LTD Being No 3102 for the year 2012 in respect of the schedule land. The said "Agreement for Development" dated 12.10.2012 Being No 3096 for the year 2012, A.D.S.R. Sealdah 24 Parganas (South) has been cancelled by and between the Owners and Developer M/S. HANSALSAR CONSTRUCTION (PVT.) LTD more fully described in Book No 1 C.D. Volume No 3 Pages 434 to 444, Being No 00953 for the year 2014. That the said Development Power of Attorney has been revoked by the Owners therein more fully described in Book No 1V C.D. Volume No 1 Pages 2665 to 2674, Being No 00214 for the year 2014 and informed accordingly. Hence the costs and expenses incurred by the said Developer M/S. HANSALSAR CONSTRUCTION (PVT.) LTD during the tenure of the "Agreement for Development" dated 12.10.2012 has been paid by AJMIR TOWER PRIVATE LIMITED vide BARBH 14078654082 and Cheque No 001141 dated Bank Of Baroda Br Beliaghata as per instruction of the Owners/Vendors which is to be adjusted and /or deducted with/from the consideration money of the schedule land and the Developer confirmed this Deed of Conveyance as the witness herein.
- H. By virtue of a another registered sale deed dated 27.8.1999 registered in the office of the A.D.S.R. Sealdah recorded in Book No.I, Being No.517 for the year 2000 one **MonoranjanAich** husband of Namita Aich purchased all that piece and parcel of landed property measuring **2 cottah 15 chittack 15 sq.ft. (more or less)** together with old tin / tile shed temporary structure measuring about 500 sqft ( more or less ) standing thereon lying and situated at and being premises no.89B, K.G. Bose Sarani, P.S. Belegghata, Kolakta-700085, Ward No.35 within the limits of Kolkata Municipal Corporation, District 24-Parganas

(South) together with all right, title and interest appertaining thereto.

- I. After purchasing the said property the said Monoranjan Aich became the owner of the landed property measuring **2 cottah 15 chittack 15 sq.ft.** (more or less) together with old tin / tile shed temporary structure measuring about 500 sqft ( more or less ) being **premises No 89B, K.G. Bose Sarani, P.S. Beleghata, Kolakta-700085, Ward No.35** within the limits of Kolkata Municipal Corporation, District 24-Parganas (South) together with all right, title and interest appertaining thereto and seized and possessed thereof and **mutated their** names with the record of the Kolkata Municipal Corporation in respect of the aforesaid property.
- J. The said **Monoranjan Aich died intestate on 28.2.2012 leaving behind his two married daughters namely, Smt. Ruma Ghosh , Smt. Sima Dutta** as his legal heirs successors by virtue of the Hindu Succession Act, 1956 having un-divided 1/3 + 1/3 share measuring 710 sqft ( more or less ) each and Smt. SonaliAich the daughter in law, Ishita Aich and Arnab Aich the granddaughter and grandson having jointly un-divided 1/3 share each respectively and 236.66 sqft ( more or less ) each ( each 1/9 share ) in respect of **land measuring 2 cottah 15 chittack 15 sq.ft.** (more or less) together with old tin / tile shed temporary structure measuring about 500 sqft ( more or less ) being premises No 89B, K.G. Bose Sarani, P.S. Beleghata, Kolakta-700085. Be it mention that **Namita Aich** wife of MonoranjanAich died on 18.8.2007 and only son Chandan Aich on 28.10.2007 leaving behind Smt. **SonaliAich wife of Chandan Aich, Ishita Aich daughter of Chandan Aich and Arnab Aich son of** Chandan Aich, hence share devolved upon the Owners herein being the two daughters and one daughter in law, daughter and minor son being the owners herein.
- K. The owners herein executed "**Agreement for Development**" dated 12.10.2012 Being No 3096/2012, registered with A.D.S.R. Sealdah 24pgs (S) being the predecessors with **M/S. HANSALSAR CONSTRUCTION (PVT.) LTD** [ PAN AACCH 2308 D] the developer under certain terms and conditions mentioned therein in respect of land measuring **2 cottah 15 chittack 15 sq.ft. (more or less)** together with old tin / tile shed temporary structure measuring about 500 sqft ( more or less ) being premises no. 89B, K.G. Bose Sarani, P.S. Beleghata, Kolakta-700085, Ward No.35 within the limits of Kolkata Municipal Corporation, District 24-Parganas (South). Thereafter the said Owners also executed and registered Development Power of Attorney Being No 3101/2012, registered with A.D.S.R. Sealdah 24 pgs (S ) in favour of M/S. HANSALSAR CONSTRUCTION (PVT.) LTD Being No 3101/2012, in respect of the schedule land. The said "Agreement for Development" dated 12.10.2012 Being No 3096/2012, A.D.S.R. Sealdah 24pgs (S) has cancelled by and between the Owners and Developer M/S. HANSALSAR CONSTRUCTION (PVT.) LTD more fully described in Book No 1 C.D. Volume No 3 Pages 423 to 433, Being No 00952 for the year 2014. Be it mention that the said Development Power of Attorney has been revoked by the Owners herein more fully described in Book No 1V C.D. Volume No 1 Pages 2655 to 2664, Being No 00213 for the year 2014.
- L. The **said RUMA GHOSH, SIMA DATTA, SONALI AICH, ISHITA AICH, ARNAB AICH,**( minor) **sold, conveyed and transferred the** landed property measuring **2 cottah 15 chittack 15 sq.ft.** (more or less) together with old tin / tile shed temporary structure being **premises No 89B, K.G. Bose Sarani, P.S. Beleghata, Kolakta-700085 in favour ofAJMIR TOWER PRIVATE LIMITED**, represented by one of the Directors **Sri Raju Naskar**, son of Sri GobindaNaskarthe said Company registered under the Companies Act, 1956 having its registered office at the premises No B/153/1/H/1, Beliaghata Main Road, Kolkata 700010, Police Station Beliaghata the

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vendor/Owner/Developer more fully described in Book No 1 C.D. Volume No 2 Pages 1838 to 1858, Being No 00571 for the year 2015 registered with A.D.S.R. Sealdah, 24 parganas ( South ). **Thereafter** the said Owners **sold, conveyed and transferred landed property** measuring **5 cottah 1 chittack 30 sq.ft. (more or less)** being premises **No 89C, K.G. Bose Sarani, Assessee No. 110351501352 Police Station- Beliaghata, Kolakta-700085 in favour of AJMIR TOWER PRIVATE LIMITED**, represented by one of the Directors **SRI RAJU NASKAR**, son of Sri GobindaNaskarthe said Company registered under the Companies Act, 1956 having its registered office at the premises No B/153/1/H/1, Beliaghata Main Road, Kolkata – 700010 more fully described in Book No 1 C.D. Volume No 2 Pages 1859 to 1880, Being No 00572 for the year 2015 registered with A.D.S.R. Sealdah24 parganas ( South ). Hence **AJMIR TOWER PRIVATE LIMITED** , became the absolute owner in respect of **two plot oflands** measuring **5 cottah 1 chittack 30 sq.ft. (more or less)** being premises **No 89C, K.G. Bose Sarani, Assessee No. 110351501352 Police Station- Beliaghata, Kolakta-700085** and **another land measuring 2 cottah 15 chittack 15 sq.ft. (more or less)** being premises **No.89B, K.G. Bose Sarani, Police Station- Beliaghata, Kolakta-700085, Ward No.35**and the properties are free from all sorts of encumbrances, charges, liens, lispenses, demands, claims, hindrances, attachments, debts, dues, acquisitions and requisitions whatsoever without any interference, obstruction and objection whatever from any person whomsoever and corner and manner whatever.

- M. The said **AJMIR TOWER PRIVATE LIMITED** mutated and amalgamated of the aforesaid two premises No 89C, K.G. Bose Sarani, Kolakta-700085 and premises No 89B, K.G. Bose Sarani, Police Station- Beliaghata, Kolakta-700085 before The Kolkata Municipal Corporation **presently known as** being premises No 89C, K.G. Bose Sarani, Police Station- Beliaghata, Kolakta-700085, Asessee No. 110351501352.( check the assessee No). The Owner/Developer **seized and possessed of and well sufficiently entitled to lands measuring 8 cottah 1 chittack 0 sq.ft. (more or less) i.e. 539.298 sq.mt. out of total land 8 cottah 1 chittack 0 sq.ft. (more or less)i.e. 539.295 as per physical mesurment which is more fully described in KMC Boundary declaration.**
- N. Thus the Owner Ajmir Tower Private Limited became the absolute Owner, well seized and possessed of and sufficiently entitled to **ALL THAT** piece and parcel of land measuring **8 Cottah 1 chittack** (more or less), Together with structure standing thereon, lying and situated at and being premises No. **89C, K.G. Bose Sarani, POLICE STATION Beliaghata, Kolkata – 700085**, Ward No. 35 being **Assessee No. 110351501352** ( formerly **89C, K.G. Bose Sarani and 89B, K.G. Bose Sarani**) within the limit of Kolkata Municipal Corporation District 24 Parganas (South)
- O. The Owner namely **AJMIR TOWER PRIVATE LIMITED** mutated and amalgamated the lands before the said Kolkata Municipal Corporation and obtained sanction building plan being **Permit No. 2016030045 dt. 01.09.2016** by payment of necessary fees and charge sand started construction by demolishing the existing structure thereon.
- P. The Said Land is earmarked for the purpose of building a [residential/*any other purpose*] project, comprising multistoried apartment buildings and the said project shall be known as **Ajmir Sunrise("Project")**;
- Q. The Said Land is earmarked for the purpose of Flatted development of a Residential project, and the said project shall be known as **Ajmir Sunrise ("Project")** 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.

- R. 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;
- S. The Kolkata Municipal Corporation has granted the commencement certificate to develop the Project *vide* approval dated .....
- T. The Promoter has obtained the final layout plan approvals for the Project from Kolkata Municipal Corporation. The Promoter agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with section 14 of the Act and other laws as applicable;
- U. The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at \_\_\_\_\_ on \_\_\_\_\_ under registration no \_\_\_\_\_
- V. The Allottee had applied for an Flat in the Project vide application no \_\_\_\_\_ Dated \_\_\_\_\_ and has been allotted Flat no \_\_\_\_\_ having carpet area of \_\_\_\_\_ square feet, type \_\_\_\_\_ on \_\_\_\_\_ floor in "**Building**" along with garage/covered parking no \_\_\_\_\_ admeasuring \_\_\_\_\_ square feet in the ground floor (location of the garage/covered parking) as permissible under the applicable law and of pro rata share in the common areas ("**Common Areas**") as defined as clause (N) of section 2, Clause (M) of the Act, and together with undivided proportionate share in Land (Title) (hereinafter referred to as the "**Apartment**" more particularly described in **Schedule-B** and the floor plan of the apartment is annexed hereto and marked as **Schedule-C**).
- W. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- X. The Promoter has caused necessary searching at and before the concerned authorities and also provided the Due Diligence (No Encumbrance) Report, to the Allottee and the Allottee has been satisfied with the No Encumbrance Certificate and has verified all the necessary documents in order to get himself satisfied with regard to the Title of the Property.
- Y. The Promoter has obtained "No Objection Certificate" from Kolkata Improvement Trust (Engineering Department 8<sup>th</sup> Floor), P-16, India Exchange Place Extension, Kolkata-700 073, vide Memo No. 2E/OB/CE/148/II-16/3499, dated 21<sup>ST</sup> March, 2016.
- Z. The Promoter has obtained "No Objection Certificate" from Urban Land (Ceiling and Regulation) Act, Nagarayan, 4<sup>th</sup> Floor, DF-8, Bidhan Nagar, vide Memo No., 440 UL XVI-3892/2016 dated 2<sup>ND</sup> March, 2016.
- AA. 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;

- BB. 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;
- CC. 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/Flat] and the garage/covered parking (if applicable) as specified in para G.

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

**1. TERMS:**

- 1.1. Subject to the terms and conditions as detailed in this agreement, the Promoter agrees to sell to the Allottee hereby agrees to purchase, the [Flat/Unit] as specified in para G.
- 1.2. The total Price for the [Flat/Unit] based on the carpet area is Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only ("**Total Price**") (give break up and description):

Flatt no. _____ Type _____ Floor _____	Rate of Apartment per square feet*

[AND]

Garage/Closed parking - 1	Price for 1
Garage/Closed parking - 2	Price for 2

**Explanation:**

- (i) The Total Price above includes the booking amount paid by the allottee to the Promoter towards the [Apartment/Flat];
- (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) up to the date of handing over the possession of the [Apartment/Flat ] to the Allottee and the Project to the association of the 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, if any, granted to the said Project by 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 within 30 (thirty) days from the date of such written intimation. 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/Flat ] 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 to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment (if applicable) in the Common Areas, as per Para II ETC. and includes cost for providing all other facilities, amenities, specification to be provided within the [Apartment/Flat ] of the Project.
- (v) **The Promoter shall not pay any maintenance charges to the Association in respect and with regard to the unsold Flats/units of 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 **Ajmir Riverside ("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 D ("Payment Plan")**.
- 1.5. The Promoter may allow, in its sole discretion, a rebate for early payments of instalments payable by the Allottee by discounting such early payments @\_\_\_\_ % per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.
- 1.6. It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of the apartment, Flat or building, as the case may be, without the previous written consent of the Allottee. 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 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 any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified 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 allotted to Allottee, the Promoter shall demand that from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this Agreement.
- 1.8. Subject to Clause 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the [Apartment/Flat] as mentioned below:
- (i) The Allottee shall have exclusive ownership of the [Apartment/Flat];
  - (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. Further, the right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the promoter shall convey undivided proportionate title in the common areas to the association of Allottee as provided in the Act;
  - (iii) That the computation of the price of the [Apartment/Flat] 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, fire detection , connectivity to the apartment, lift, waterline, plumbing finishing with Paint, marbles, tiles, doors, windows, and firefighting equipment in the common areas etc. and includes cost for providing all other facilities as provided within 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/Flat, as the case may be.

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

1.10. The Promoter agrees to pay all outgoings before transferring the physical possession of the apartment to the Allottee, which it has collected from the Allottee, 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 Allottee 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 therefor by such authority or person.

1.11. The Allottee has paid a sum of \_\_\_\_\_ Rs, \_\_\_\_\_ (Rupees \_\_\_\_\_ only) as booking amount being part payment towards the Total Price of the [Apartment/Flat] at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the [Apartment/Flat] as prescribed in the Payment Plan 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 for which is payable, he/she shall be liable to pay interest at the rate specified 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 demand by the promoter, within the stipulated time as mentioned in the payment plan through A/c payee cheque/demand draft or online payment (as applicable) in favor of **AJMIR TOWER PRIVATE LIMITED.**

## 3. **COMPLIANCE OF LAWS RELATING TO REMITTANCES:**

3.1. The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank Of India Act and Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made

thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. And provide the Promoter with such permission, approvals, 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 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 shall 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 this regard. 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 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 payments/remittance 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 favor 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, if any in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object /demand/direct the Promoter to adjust his payments in any manner.

#### **5. TIME IS ESSENCE**

Time is of essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the [Apartment/Flat] to the Allottee and the common areas to the Association of the Allottee after receiving the Occupancy Certificate or the Completion Certificate or both, as the case may be similarly, the Allottee shall make timely payments of the installments and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in **Schedule C ("Payment Plan")**

#### **6. CONSTRUCTION OF THE PROJECT/APARTMENT**

The Allottee has seen the specifications of the [Apartment/Flat] and accepted the payment plan, floor plans, layout plans [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. Subject to the terms in this Agreements, the Promoter undertakes to strictly abide by the bye-laws, FAR and density norms and provisions prescribed the

Competent Authority and shall not have any option to make any variation/alteration/modification in such plans, other than in manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of Agreement.

## 7. POSSESSION OF THE APARTMENT/FLAT

### 7.1. **Schedule for possession of the said**

**[Apartment/Flat]:** The Promoter agrees and undertakes that timely delivery of the possession of the [Apartment/Flat] and the common areas to the Association of the Allottees or the Competent Authority, as the case may be, is the essence of the Agreement. The Promoter assures to handover the possession of the Apartment/Flat with along with ready and complete common areas with all specifications, amenities, facilities of the project in place on \_\_\_\_\_ to the Allottee, unless there is delay or failure due to war, flood, drought, fire cyclone, earthquake or any other calamity caused by the nature affecting the regular development of the real estate project ("**Force Majeure**"). If however the completion of the project is delayed due to Force Majeure conditions then the Allottee agrees that the Promoter Shall be entitled to the extension of the time for delivery of possession of the [Apartment/Flat].

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. 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/Flat] to the Allottee in terms of this Agreement to be taken within 3(three months from the date of issue of the such notice and the Promoter shall give the possession of the [Apartment/Flat] to the Allottee. 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 agree(s) to pay the maintenance charges as determine by the Promoter/Association of Allottee, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within \_\_\_\_\_ days of receiving the occupancy certificate of the project.

### 7.3. **Failure of Allottee to take Possession of [Apartment/Flat]:** Upon receiving a written intimation from the Promoter as per clause 7.2, the Allottee shall take possession of the [Apartment/Flat] 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/Flat] to the Allottee. In case the Allottee fails to take possession within the time provided in clause 7.2, such Allottee shall continue to be liable to pay maintenance charges as applicable.

- 7.4. **Possession by the Allottee** - After obtaining the occupancy certificate\* and handing over physical possession of the [Apartment/Flat] to the Allottee, it shall be the responsibility of the Promoter to hand over 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. Provided that, in the absence of any local law, the Promoter shall hand over necessary documents and plans, including common areas to the Association of the 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 compensation under this section 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/Flat] (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; 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/Flat], with interest at the rate specified in the Rules within 45 days including compensation in the manner as provided under the Act.

Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the [Apartment/Flat], which shall be paid by the Promoter to the Allottee within 45 days of 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 with respect to the said Land, Project or the [Apartment/Flat];
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and [Apartment/Flat] 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/Flat] 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/Flat] 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/Flat] 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/Flat] to the Allottee and the common areas to the Association of the Allottees;
- (x) The Schedule Property is not the subject matter of any HUF and one predecessor owner Arnab Aich (minor) as mentioned above had been one of the owners as mentioned in devolution of Title.
- (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;
- (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/Flat] to the Allottee within the time period specified in 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 clause, 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects including the provisions of all specification, amenities, facilities, as agreed to between the parties, and for which the computation 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 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 penal 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 specified 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 specified in the Rules, for every month of delay till the handing over of the possession of the [Apartment/Flat].

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 specified 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 shall cancel the allotment of the [Apartment/Flat] in favour of the Allottee and refund the amount money paid to him by the allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated

## 10. CONVEYANCE OF THE SAID APARTMENT

The Promoter, on receipt of complete amount of the Price of the [Apartment/Flat] under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the [Apartment/Flat] together with proportionate indivisible share in the Common Areas within 3 (three) months from the issuance of the occupancy certificate\*. However, in case the Allottee fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Promoter is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/penalties imposed by the competent authority(ies).

## 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. The cost of such maintenance has been included in the Total Price of the [Apartment/Flat].

## 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/closed parking's 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/Flat] 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 Common and Service Areas:** The common and service areas, if any, as located within The **Ajmir Riverside ("Project")** shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, Lift Machine room transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, and equipment's 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:**

Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the [Apartment/Flat] 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/Flat], 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/Flat] and keep the [Apartment/Flat], 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.

The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the [Apartment/Flat] 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/Flat].

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 ALLOTTEE**

The Allottee is entering into this Agreement for the allotment of a [Apartment/Flat] with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular. That the Allottee hereby undertakes that he/she shall comply with and carry out, from time to time after he/she has taken over for occupation and use the said [Apartment/Flat], all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the [Apartment/Flat]/ at his/ her own cost.

**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 has been approved by the competent authority(ies) 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/Flat/Building] and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such [Apartment/Flat/Building].

#### **19. APARTMENT OWNERSHIP ACT (OF THE RELEVANT STATE)**

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

#### **20. BINDING EFFECT**

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30(thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

#### **21. ENTIRE AGREEMENT**

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

#### **22. RIGHT TO AMEND**

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

#### **23. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE / SUBSEQUENT ALLOTTEES**

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

## **27. FURTHER ASSURANCES**

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

## **28. PLACE OF EXECUTION**

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in \_\_\_\_\_ after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. 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. 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 laws of India for the time being in force.

### 32. 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 through the adjudicating officer appointed under the Arbitration and Conciliation Act, 1996.

## **SCHEDULE "A" ABOVE REFERRED TO**

**ALL THAT** piece and parcel of land measuring **8 cottah 1 chittack 0 sq.ft.** (more or less) G+. 0 building standing thereon lying and situated at and being premises No. **89C, K.G. Bose Sarani, POLICE STATION Beliaghata, Kolkata – 700085**, Ward No. 35 being **Assessee No. 110351501352** ( formerly **89C, K.G. Bose Sarani and 89B, K.G. Bose Sarani**) within the limit of Kolkata Municipal Corporation District 24 Parganas (South) which is butted and bounded as follows :-

NORTH : Common passage, thereafter 89A & 89A/1K.G.Bose Sarani

SOUTH : 90,K.G.Bose Sarani

EAST : Rail Colony

WEST : K.G.Bose Sarani (K.M.C. ROAD)

**SCHEDULE "B" ABOVE REFERRED TO**

**ALL THAT** the oneself contained residential apartment/flat no..... Having carpet area of \_\_\_\_\_ Square feet, type....., on ..... Floor in ("**Building**") along with garage/closed parking no.....admeasuring\_\_square feet in the.....{Please insert the location of the garage/closed parking], as permissible under the applicable law and of pro rata share in the common areas ("**Common Areas**") as defined under clause (n) of Section 2 of the Act, and together with undivided proportionate share in Land (Title)

**SCHEDULE "C" ABOVE REFERRED TO**

**Floor Plan**

**SCHEDULE "D" ABOVE REFERRED TO**

**The Sale Consideration price includes the cost of one car park.**

The detailed payment schedule for the above mention Flat is as follows:

1. On signing of the agreement	15%
2. On completion of Foundation Work	10%
3. On Commencement of First floor slab	10%
4. On Commencement of Second floor slab	10%
5. On Commencement of Third floor slab	10%
6. On Commencement of Fourth floor slab	10%
7. On Commencement of Partition wall work	10%
8. On Commencement of Floor work	10%
9. On Commencement of Plumbing work	10%
At the time of handing over the possession	05%

**SCHEDULE "E"**

**(Specification of Work)**

FOUNDATION	:	R.C.C. foundation and framed structure for all floors.
WALL	:	8" thick main wall, all inside wall of 5" and 3" and will be finished with plaster of paris.
DOORS	:	Frame of good quality wood and all doors will be Flash door
WINDOWS	:	All windows will be made of Anodized Aluminum channel frame with glass with grill.
FLOORS	:	vitrified tile/ marble chowka.
KITCHEN	:	Cooking Platform and Sink with black stone and marble, white glazed tiles upto 2'-6" ft. height with C.P. Bib Cock will be provided.
TOILET & SANITARY	:	Which glazed tiles upto 5'-6" height from floor level. Floor
FITTINGS	:	finished by marble. Toilet would be provided with two Angola Indian Indian type ISI (white).
ELECTRICAL	:	All wiring will be concealed adequate outlet sockets will be provided.
WATER SUPPLY	:	Water supply via over head tank.

**SCHEDULE "F"****(COMMON PORTION AREAS AND FACILITIES/AMENITIES INCLUDE).**

- a) The said land described in the First Schedule hereinabove written.
- b) The foundations, columns, girders, beams, supports, main walls ducts, corridors, lobbies, stairs, stairways and entrance and exists of the building.
- c) Concealed electrical wiring and fittings and fixtures and of lighting in the staircase, lobby common passages and other common areas in the building and the said land.
- d) Drains and sewers from the building to the Corporation duct, boundary walls and main gates.
- e) Staircase and landings on all floors.
- f) Water pump and meter together with the space required therefore, underground water reservoir, reservoir, overhead water tank and distribution pipes from the tank to different units and from reservoir to the tank. The water reservoir is to be at a raised level to avoid rain water getting into reservoir.
- g) Water and sewerage evacuation pipes from the units to drains and sewers common to the building.
- h) The ultimate roof and terrace of the building.
- i) Common meter room.
- j) Common Lift.

**IN WITNESS WHEREOF** parties hereinabove named have set their respective hands and signed this Agreement for sale at \_\_\_\_\_(Kolkata) in the presence of attesting witness, signing as such on the day first above written.

**SIGNED AND DELIVERED BY THE WITHIN NAMED**

Allottee(ies)

(1)

(2)

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

**SIGNED AND DELIVERED BY THE WITHIN NAMED**

Promoter:

(1)

(Authorized Signatory)

**WITNESSES:**

1. Signature  
Name  
Address
2. Signature  
Name  
Address