returned by the promoter to the allottee within 45 days of such cancellation.

7.6 <u>Compensation</u>- The promoter shall compensate the allottee in case of any loss cause to him due to defective title of the land on which the project is being developed or has been developed in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force

Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the [Apartment /plot] i. in accordance with in the terms of this Agreement duly completed by the date specified in para7.1, or ii. Due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act or for any other reason the promoter shall be liable on demand to the allottees in case the allottee wishes to withdraw from the project without prejudice to any other remedy available to return the total amount received by him in respect of the [Apartment /plot] with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within forty -five days of it becoming clue.

Provided that where if the Allottee does not interest 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 the possession of the [Apartment /plot] which shall be paid by the promoter to the allottee within forty five days of it becoming due.

8. REPRESENTATION AND WARRANTIES OF THE PROMOTER:

The promoter hereby represents and warrants to the Allottee as follows:

 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

The promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the project

iii. There are encumbrances upon the said land or the project, [in case there are any encumbrances on the land provide details of such encumbrances including any rights title interest and name of party in or over such land. All approvals license and permits issued by the competent authorities with respect to the project said land and [Apartment /plot] 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 /plot]

The promoter has the right to enter in this Agreement and has not ٧. committed or omitted to perform any act or thing where by the right title and interest of the Allottee create herein may prejudicially be affected

The promoter has not entered into any agreement for sale and /or Vi. development agreement or any other agreement /arrangement a with any person or party with respect to the said land including the project and the said [Apartment /plot which will in any manner affect the right of allottee under this Agreement

The promoter confirms that the promoter is not restricted in any vii. manner whatsoever from selling the said [Apartment /plot to the

alloottee in the manner contemplated in this Agreement

At the time of execution of the conveyance deed the promoter shall viii. handover lawful vacant peaceful physical possession of the [Apartment /plot] to the Allottee and the common areas to the association of allottee or the competent authority as the case may be.

The schedule property is not the subject matter of any HUF and that no ix. part thereof is owned by any minor and /or no minor has any right title

and claim over the schedule property.

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 outgoing 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 specification amenities and facilities has been handover to the allottee and the association of allottee or the competent authority as the case may be

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 project.

There are no litigations pending before any court of law or Authority XII. with respect to the said land project or the [Apartment /plot]



9. EVENTS OF DEFAULTS AND CONSEQUENCES:

- 9 Subject to the Force Majeure clause the promoter shall be considerate under a condition of default in the following events.
- i. promoter fails to provide ready to move in possession of the [Apartment /plot] to the Allottee within the time period specification 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 certifications and completion certificate as the case may be has been issued by the competent authority;
- ii. Discontinuances of the promoters business as a developer on account of suspension or revocation of this 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 payment 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 of the termination notice: provided that where an Allottee does intend to withdraw 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 the possession of the (Apartment) /plot) which shall be paid by promoter to the allottee within forty five days of it becoming due.
- 9.2 The Allottee shall be considered under a condition of default on the occurrence of the following events
 - In case the allottee fails to make payment for consecutive demands made by the promoter as per the payment plan annexed deposit having been issued notice in that regard the allottee shall be liable

to pay interest to the promoter on the unpaid amount at the rate prescribed in the Rules.

ii. In case of Default by Allottee under the condition listed above continues for a period beyond 3 consecutive month as per notice from the promoter in this regard the promoter may cancel the allottee of the [Apartment /plot] in this regard the promoter and refund the money paid to him by the allottee by Deducting the hooking amount and the eintere4st liabilities and its Agreement shall thereupon stand terminated;

Provided that the promoter shall intimate the allotee about such termination at least thirty day's period to such termination.

10. CONVEYANCE OF THE SAID APARTMENT:

The Promoter, on receipt of Total Price of the [Apartment /Plot] as per para 1.2 under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the [Apartment/Plot] together with proportionate indivisible share in the Common Areas with 3 months from the date of issuance of the occupancy certificate, and the completion certificate as the case may be, to the allottee:

[Provided that, in the absence of local law. The conveyance deed in favour of the allottee shall be carried out by the promoter within 3 months from the date of issue of occupancy certificate]/ However in case the Allottee Fails to deposits 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 Promoter is made by the Allottee.

11. MAINTENANCE OF THE SAID BUILDING / APARTMENT / PROJECT:

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of allottees upon the issuance of the completion certificate of the project. The cost of such maintenance has been included in the Total Price of the [Apartment/Plot].

12. DEFECTLIABILITY:

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 ENTERTHE APARTMENT FOR REPAIRS:

The Promoter / maintenance agency / association of allottees shall have rights of unrestricted access of all Common Areas, garages / covered parking and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of allottees and /or maintenance agency to enter into the [Apartment / Plot] or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect

14. USAGE:

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the (GREEN RESIDENZA III), shall; be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks. Pump Rooms, maintenance and service rooms, firefighting pumps and equipment's etc. And other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces and the same shall be reserved for use by the association of allottees formed by the Allottees for rendering maintenance services.

15. COMPLIANCE WITH RESPECT TO THE APARTMENT:

15.1 Subject to para 12 above, the Allottee shall after taking possession, be solely responsible to maintain the [Apartment Plot], 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 Plot], 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 / Plot] and keep the

[Apartment / Plot], its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a lit and proper condition and ensure that the support, shelter etc. Of the Building is not in any way damaged or jeopardized.

- 15.2 The Allottee further undertakes, assures and guarantees that he / she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. On the face facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. Allottees shall also not change the color 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 / Plot] 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 /Plot].
- 15.3 The Allottee shall plan and distribute it electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of allottees and/or maintenance agency appointed by association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

16. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:

The Parties are entering into this Agreement for the allotment of a [Apartment / Plot] 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 in put up additional structure(s) anywhere in the project after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority(ies) and disclosed, except for as provided in the Act.

18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Promoter executes this Agreement he shall not mortgage or create a charge on the [Apartment / Plot / Building] and if any such mortgage or charge is made or create then notwithstanding anything



contained in any on the 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 / Plot / Building].

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

The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the GREEN RESIDENZA III FLAT OWNERS ASSOCIATION [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 Sub-Registrar (specify the address of the 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, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall he returned to the Allottee without any interest or compensation whatsoever.

21. ENTIRE AGREEMENT:

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

22. RIGHT TO AMEND:

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

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

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the [Apartment Plot] and the Project shall equally be applicable to and enforceable against any by any subsequent Allottees of the [Apartment / Plot], 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 building on the Promoter to exercise such discretion in the case of other Allottees.

24.2 Failure on the part of the Parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

25. SEVERABILITY:

If any provision of this Agreement shall be determine3d to be void or unenforceable under the Act or the Rules and Regulations made the render 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 / Plot] bears to the total carpet area of all the [Apartments / Plots] in the Project.

27. FURTHER ASSURANCES:

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

28. PLACE OF EXECUTION

The execution of this Agreement shall be completed only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee in Kolkata after the Agreement is duly executed by the Allottee and the promoter or simultaneously with the execution the said Agreement shall be registered at the office of the sub registrar at ______(specify the address 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 the 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 ASSOCIATED ERECTORS PVT LTD-Promoter Name

19 COTTON STREET KOLKATA 700007 (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 communication 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 communication shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him / her which shall for all intents and purposes to consider as properly served on all the Allottees

31. SAVINGS:

Any application letter, allotment letter agreement, or any other document signed by the allottee in respect of the apartment, plot or building, as the case may be, prior to the execution and registration of this Agreement for Sale for such apartment, plot or building, as the case may be shall not be construed to limit the rights and interests of the allottee under the Agreement for sale or under the Act or the rules or the regulations made thereunder.

32. COVERNING LAW:

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

33. DISPUTE RESOLUTION:

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled under the Arbitration and conciliation Act, 1996.

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

SIGNED AND DELIVERED BY THE WITHIN NAMED

SIGNED AND DELIVERED BY TEH WITHIN NAMED

Promoter

1. Signature_

Name

Address

Allottee; (including joint buyers) 1. Signature Name	Please affix photo and sign across the photo
Address	
2. Signature	Please affix photo and sign across the photo

ASSOCIATED ERECTORS PRIVATE LIMITED

Please affix photo

and sign across the

photo

THE SCHEDULE "A" ABOVE REFERRED TO:

ALL THAT piece or parcel of demarcated plot of Sali land measuring 11 (Eleven) Cottahs 5 (Five) Chittaks 26 (twenty Six) sq ft be the same a little more or less of land be the same or little more or less lying and situated at Mouza-Gopalpur, J.L.No 2, Re. Sa. No 140, Touzi No 125B1, Police Station Airport, comprised in R.S Dag No 2895, 2903 and 2911 under L.R Khatian No 11811, A.D.S.R Bidhannagar, Salt Lake City within the local limits of Bidhannagar Municipal Corporation in Ward 5 in the district of North 24 parganas. The details of which a

R.S DAG NO e	L.R.KHATIAN NO	AREA	NATURE OF LAND
2895	10368	1COTTAH 11 CHITTAKS 0 SQ FT	SALI
2903 v	10368	1COTTAH 1 CHITTAKS 25 SQ FT	SALI
2911 n	10368 & 3109	8 COTTAH 9 CHITTAKS 1 SQ FT	SALI
b	TOTAL	11COTTAH 5 CHITTAKS 26 SQ FT	

e low:

Demarcated in on plan attached herewith, which is butted and bounded as follows

ON THE NORTH : BY

ON THE SOUTH : BY

ON THE EAST : BY

ON THE WEST : BY

TOGETHER WITH all easement rights and all other rights appurtenances and inheritances for access and user of the said property and also with the benefit of the sanction plan.

THE S	SCHEDUL	E "B" ABO	/E REFER	RRED TO:		
Space allotm use	floor for the measuring the measuring the commonth of the comm	being Flat No ng about y to the deve non areas p	osq fi elopers of parts and e land o	along with t at the ground the building kno f facilities and described in t	cover floor, agai own as toget undivided	et area at the red Car Parking nst payment of her with right to undemarcated chedule written
Flat N	lo					
ON T	THE NORT	rH : B1	1			
ON T	HE SOUT	H : B	1			
ON T	HE EAST	: B\	,			
ON T	HE WEST	; BY	,			
THE S	SCHEDUL	E "C" ABO\	/E REFER	RRED TO.		
MODI	E OF PAY	MENT				
At the		Execution o	f this Agr	eement a sum	of Rs	/- only.
a)	Α	sum	of	Rs		(Rupees
	within)	only to be paid
b)	Further	sum	of	Rs		(Rupees) only to
	be paid v	vithin				
c)	Further	sum	of	Rs		(Rupees) only to
	be paid a	fter completi	on of brick	wall and inside	plaster.	

d)	Further	balance	а	sum	of	Rs]-	(Rupees
		STARTER STA	24.1	555000		0.000) only to
	be paid	at the time	of r	egistratio	on of	Conveyance	or handover	possession
	which is	earlier						

THE SCHEDULE "D" AVOE REFERRED TO

Specification Amenities, Facilities

(Which is part of the project)

- The foundation footing, columns, girder, beams supports, exterior walls of the complex beyond the unit side of the interior load bearing walls within the said complex.
- Stairways, staircase, stair landings, passage and exterior doors within the said building which are parts of the flat
- 3. Water pump motor with installation.
- Deep tube well water pump, overhead tanks, water pipes and other common plumbing installations and space required thereto.
- Electrical wiring, motor and fittings fixture for lighting the stair case lobby and other common parts (excluding those as are installed for any particular flat/unit) and space required thereto, but including the right of roof and / or terrace of the building.
- 6. Drains and swears from the premises to the Municipal duct.
- Water sewerage and drainage evacuation pipes from the flat to the drains, rain water pipe and swears common to the premises.
- 8. Parking space for two wheelers.
- 9. R.C.C foundation and frame structure G+5 storied building
- 10. Lift facility shall be provided
- 11. Brick wall in all external walls 8" thick and all inside partition walls are 5" and 3" inches thick with cement mortar
- Bed rooms, verandah/ Balcony Living/ Dining Floors finished with good quality vitrified tiles, ceramic tiles.
- Internal Walls and ceilings to be finished with plaster of paris with one plastic coat cement primer, two coats of plastic paint(white)
- 14. External wall will be finished
- 15. Door frames shall be good quality sal wood, main entrance door and all other doors will be commercial ply flush door. On the main door and floor lock shall be provided. All wooden surfaces shall be painted with one coat of primer only.
- 16. Standard sliding Aluminum window with glass panels including Box Steel Grill.



- 17. Kitchen platform with green marble or granites & wall at platform will be 2' f t height decorated tiles. Floor will be finished with glazed tiles or marbles.
- 18. Toilet will have good quality tiles provided in the floors and all sides of walls upto 6' ft height and door with wooden flush doors. European type W.C will be provided and Anglo Indian type WC can be provided if asked for
- 19. All external soil, vent and waste water and rain water pipes of PVC
- 20. All electrical line will be concealed with copper wire, all rooms will be provided with adequate number of light points, fan points and plug points and point for A.C would be provided. Kitchens would provided with exhaust fan point and geyser points would be provided in Bathrooms along with required light and power points, T.V points Fridge points with two plug points would be provided in dining cum living room, Telephone, internet and intercom points will be provided in living rooms and rooms.
- 21. One underground and one overhead water reservoir will be provided with adequate capacity pump would be provided.
- 22. Any extra work, addition or alteration in the flats other than our standard specification shall be done subject to the approval of the consulting engineer. The requisite extra cost shall be borne by the Purchaser and such cost shall be deposited to the developer before the execution of work.
- 23. All charges as per the quotation of the W.B.S.E.B regarding installation of meter (common and individual) and cost installation of transformer as per quotation of W.B.S.E.B shall be borne by the Purchaser. All balcony railing and windows grill as per our Architects design.
 - N.B the layout and specification given above are tentative and subject to minor a liberation and modification on account of technical reasons without any reference.

The Schedules to this Agreement for Sale shall be as agreed to between the Parties.

IN WITNESS WHEREOF the parties hereto put their respective signature and seals on the day month and year first above written.

SIGNED, SEALED AND DELIVERED

By the parties in the presence of;

1)

2)

ASSOCIATED ERECTORS PRIVATE LIMITED

(SIGNATURE OF THE PROMOTER)

(SIGNTURE OF THE ALLOTTEE)

Drafted prepared and Identified by me

Sibabrata Sinha,

Advocate

Small Causes Court,

Bar Association Kolkata

MEMO OF PART CONSIDERATION

DATE MODE PARTICULARS AMOUNT

ASSOCIATED ERECTORS PRIVATE LIMITED

Signature of the Vendor

My Firector

WITNESS:-

1.

2.