



पश्चिम बंगाल WEST BENGAL

32AB 169351

**AGREEMENT FOR SALE**

**THIS AGREEMENT FOR SALE** executed on this .....day of  
.....in this year Two Thousand Nineteen (2019)

ASSOCIATED ERECTORS PRIVATE LIMITED

Director

**BY AND BETWEEN**

**WIS ASSOCIATED ERECTORS PVT LTD** (CIN NO **U45201WB1988PTC043701**)  
**PAN-AAECA1860D**) (Mobile-**9831015946**) a company incorporated under the provision  
of the companies Act,(1956) having its registered office at 19 cotton street P.O. and P.S  
–Burra bazar , Kolkata 700007, represented by its authorized signatory **SRI ARUN**  
**KUMAR KEDIA** , (PAN **AFVPK4354H**) (Mobile-**9831015946**)(AADHAAR NO-**9747-**  
**8742-1605** )authorized vide Board Resolution dated \_\_\_\_\_,  
hereinafter referred to as the "**PROMOTER**" ( which expression shall unless repugnant  
to the context or meaning thereof be deemed to mean and include the partners or  
partner for the time begin of the said firm the survivor or survivors of them and their  
heirs executors and administrators of the last surviving partner and his /her their  
assigns).

**AND**

MR/MRS \_\_\_\_\_ (AADHAAR  
NO \_\_\_\_\_)(PAN \_\_\_\_\_)(Mobile  
No \_\_\_\_\_)Son/ Daughter/ Wife of  
\_\_\_\_\_ aged about \_\_\_\_\_ residing at  
\_\_\_\_\_ and

MR/MRS \_\_\_\_\_ (AADHAAR  
NO \_\_\_\_\_)(PAN \_\_\_\_\_)(Mobile  
No \_\_\_\_\_)Son/ Daughter/ Wife of  
\_\_\_\_\_ aged about \_\_\_\_\_ residing at  
\_\_\_\_\_ herein

after called the "**ALLOTTEE**"( which expression shall unless repugnant to the context or  
meaning thereof be deemed to mean and include his /her heirs , executors,  
administrators, successors-in- interest and permitted assigns.)

**DEFINITIONS:**

For the purpose of this Agreement for sale unless the context otherwise requires-

- "Act" means the West Bengal Housing Industry Regulation Act 2017 (West Ben. Act XLI OF 2017):
- "Rules "mean the West Bengal Housing Industry Regulation Rules 2018 made under the West Bengal Housing Industry Regulation Act 2017.
- "Regulation "means the Regulation made under the West Bengal Housing Industry Regulation Act 2017.
- "Section" means a section of the Act.

**WHEREAS:**

- A. **M/S ASSOCIATED ERECTORS PVT LTD**(Owner) is the absolute and lawful owner of (Khasra Nos /C.S./R.O.R Nos (**CS/RS- Dag no 2895, 2903 and 2911/LR Khatian no 11811**) Assessment No survey No's **200331111649** under Bidhannagar Municipal Corporation ) [please insert land details as per relevant laws] **11(Eleven) Cottah 5(Five) Chittaks 26 (Twenty Six) Sq ft or 745.633 sq mtr approximately** totally admeasuring square meters situated at **Mouza – Gopalpur, Police Station Airport, Ward no 5 under Bidhannagar Municipal Corporation.in sub division & District 24 parganas (North)** etc ( said land ") vide sale deed(s) dated registered as documents no **03037 for the year 2014 vide book no I, CD Volume No 7 Pages 877 to 906 at the office of the sub-Registrar-II Barasat 24 Parganas (North)**. The owner and the promoter have entered in to a (collaboration development /joint development) agreement dated  N.A  registered as document no  N.A  at the office of the sub registrar.
- B. The said land is earmarked for the purpose of building a (commercial /residential /any other purpose) project comprising multistoried apartment building and ( insert any other components of the project ) and the said project shall be known as ("project") **GREEN RESIDENZA III**
- C. The promoter is fully competent to enter in to 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
- D. The Rajarhat –Gopalpur Municipality, has granted the commencement certificate to develop the project vide approval dated **20.07.2014** bearing Registration No-**474/14-15**.
- E. The Promoter has obtained the final layout plan sanctioned plan specification and approvals for the project and also for the apartment plot or building as the case may be from Rajarhat-Gopalpur Municipality North 24 parganas. The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable.
- F. The Promoter has registered the project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at \_\_\_\_\_ on \_\_\_\_\_ under registration No \_\_\_\_\_.
- G. The Allottee had applied for an apartment in the project vide Application No ..... dated ..... and has been Apartment

No..... having carpet area of \_\_\_\_\_ square feet type on floor in [tower/block/ building] no \_\_\_\_\_ (Building) along with garage/covered parking No \_\_\_\_\_ admeasuring \_\_\_\_\_ square feet in the \_\_\_\_\_ as permissible under the applicable law and of prorata share in the common areas (Common Areas) as defined under clause (m) of section 2 of the Act ( hereinafter referred to as the "Apartment " more particularly described in schedule A and the Floor plan or apartment is annexed hereto and marked as schedule B)

- H. The parties have gone through all the terms and conditions set out in this Agreement and understood die mutual right and obligations details herein

Details of Land history of the particular project WHEREAS the vendor hereto are solely and absolutely seized and possessed of land / or otherwise well and sufficiently entitled to **ALL THAT** piece and parcel of demarcated plot Sali land measuring 11 (eleven) cottah 5 ( Five) Chittaks 26 (Twenty Six) sq ft and 1 (One) Cottah 11(Eleven) Chittaks 0 (zero) Sq ft in R.S dag No 2895 under L.R. Khatian No 10368, out of total area of 1.01 Acre, 1(One) Cottah 1(One Chittacks 25 (Twenty Five ) Sq ft in R.S Dag No 2903, under R.S Khaitan No 1166, L.R Khatian No 10368, out of total area of 98 Decimals and 8 (Eight) Cottahs 9(Nine) Chittaks 1 (One) sq.ft in R.s Dag No 2911, under C.S Khatian No 361, R.S Khatian no 491, L.R. Khatian Nos 10368 and 3109 out of total area of 2 Acre, be the same a little more or less of land be the same or little more or less laying 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 Nos 10368 and 3109, A.D.S.R.O. Bidhannagar Salt Lake City, within the local limit of Rajarhat Gopalpur Municipality, in Ward No.3 at present 5, in the District North 24 Parganas, hereinafter referred to as "**THE SAID PROPERTY**" and demarcated in Red on Plan attached herewith and more fully and particularly described in Schedule hereunder written by way of outright purchase against valuable consideration.

**WHEREAS:** Ownership regarding land in R.S Dag No 2895 at Mouza Gopalpur:-

**WHEREAS** one Khagendra Nath Ghosh and Nagendra Nath Ghosh were the joint absolute owners of 1(One) Acre 1(One) decimal a little more or a little less of land in R.S Dag No 2895 along with other plots of land in various Dags in Mouza- Gopalpur, Police Station Airport, in the District North 24 Parganas, by way of inheritance.

The Said Khagendra Nath Ghosh died intestate, leaving behind his two sons namely Shri Salil Kumar Ghosh and Shri Rup Kumar Ghosh, as his heirs and successors in interest in respect of the share of the said Khagendra Nath Ghosh on the aforesaid plots of land in various Dags, and subsequently the legal heirs and successors of the deceased Khagendra Nath Ghosh, became the absolute joint owners of the said plots of land in various Dags.

The said Nagendra Nath Ghosh Died intestate. Leaving behind his two sons namely Shri Alok Kumar Ghosh and Shri Swapan Kumar Ghosh, as his heirs and successors in interest in respect of the share of the said Nagendra Nath Ghosh on the aforesaid plots of land in various Dags and subsequently the legal heirs and successors of the deceased Nagendra Nath Ghosh, became the absolute joint owners of the said plots of land in various Dags.

**AND WHEREAS** while seized and possessed of the said plots of land in various Dags the heirs and successors of Late Khagendra Nath Ghosh and Late Nagendra Nath Ghosh, namely Shri Salil Kumar Ghosh and Shri Rup Kumar Ghosh both sons of Late Khagendra Nath Ghosh, and Shri Alok Kumar Ghosh and Shri Swapan Kumar Ghosh, both sons of Late Nagendra Nath Ghosh, mutually divided the aforesaid plots of land in various Dags by strength of a Registered Deed of Partition, registered on 04<sup>th</sup> January.1993, in the office of the A.D.S.R.O Bidhannagar Salt Lake City and recorded in Book No 1, Volume No 1, Pages 231 to 250, being Deed No 27 for the year 1994.

**AND WHEREAS** by virtue of aforesaid Deed of Partition vide deed No 27/1994, the Shri Salil Kumar Ghosh and Shri Rup Kumar Ghosh both sons of Late Khagendra Nath Ghosh became the absolute owner of 33.63 (Thirty-three point Sixty-three) decimal a little more or a little less of land each out of the above mentioned 1 (One )Acre 1(One ) decimals a little more or a little less of land in Sabek Dag No -3878, R.S dag No 2895 along with other plots of land in various Dags as share received by way of inheritance from his deceased father Late Khagendra Nath Ghosh. And Shri Alok Kumar Ghosh and Shri Swapan Kumar Ghosh, both sons of Late Nagendra Nath Ghosh became the absolute joint owners of 33.74 (Thirty –three point Seventy –Four) decimals a little more or a little less of land each out of the above mentioned 1 (One )Acre 1(One ) decimals a little more or a little less of land in Sabek Dag No -3878, R.S dag No 2895 along with other plots of land in various Dags as share received by way of inheritance from his deceased father Late Nagendra Nath Ghosh.

Thus by virtue of the deed of partition vide Deed no 27/1994 the said Shri Rup Kumar Ghosh recorded his name in L.R. Khatain No 2713, J.L No 2, Re. Sa No 140 Touzi No 125B1, in Mouza – Gopalpur, Police Station-Airport, in the district North 24 parganas. Thus Shri Rup Kumar Ghosh became the absolute owner of the demarcated plot of Sali land measuring 33.63 (Thirty Three point Sixty three) decimals a little more or a little less of land.

The above named Shri Rup Kumar Ghosh sold and transferred 01 (One) Cottah 11 (Eleven) Chittaks 0 (Zero) Sq ft be the same or little more or a little less of land out of 33.63 (Thirty-three point Sixty-three) decimals a little more or a little less of land of his possession, laying and situated at Mouza – Gopalpur, J.L No 2, Re.Sa.No 140,Touzi No 125B1, Police Station Airport, comprised in Sabek dags no -3878 R.S Dag No 2895, under L.R Khatian Nos 2713, A.D.S.R.O. Bidhannagar Salt Lake City, within the local limit of Rajarhat Gopalpur Municipality, in Ward No.3 at present 5, in the District North 24 Parganas, to the Namely **M/S ADHUNIK VILLA PVT LTD** .a company incorporated under the Companies Act 1956, and having its registered office at 09, Strand Road, Kolkata 700001, represented by its Director Shri Praveen Kanodia, son of Shri Arun Kanodia and the same was registered on 28<sup>th</sup> September, 2012 in the office of D.S.R –II, North 24 Parganas and copied in Book No-I, CD Volume No 49, Pages-3984to 4008, Being No 14437 for the year 2012. Thereafter the said present Vendor namely **M/S ADHUNIK VILLA PVT LTD** recorded its namely LR Settlement Operation being L R Khatian No-10368 and obtained attested Parcha there from.

**OWNERSHIP** regarding land in R.S Dag No 2903 at Mouza-Gopalpur:-

**WHEREAS** one Ramesh Chandra Ghosh and Kangali Charan Ghosh, both sons of Makhan Lai Ghosh resident of 6 Harish Chandra Lane, Cossipore, Calcutta were the recorded owners in the records of "**RAYAT DAKHALI**" Hal Khaitan No 1689, Hal Dag No 2903 of 98 Decimals of Sali land in Settlement record of rights of Collect rate of North 24 Parganas, Government of West Bengal. In respect of share of ownership in the aforesaid total land of 98 decimals (Hal Dag No 2903) of land, the said Ramesh Chandra Ghosh was recorded owner of 50% share of land (Aat Ana) i.e approximately 49 decimals of land and Kangali Charan Ghosh was recorded owner of 50% share (Aat Ana) of the aforesaid 98 decimal of land i.e approximately 49 decimals of land.

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Director

**AND WHEREAS** while seized and possessed of the said land measuring "8 ANA" (Aat Ana) i.e approximately 49 decimals of land, the said kangali Charan Ghosh son of Makhan Lai Ghosh died intestate and after his death his wife namely Smt Puspallata Ghosh received the aforesaid (entire "16 Ana") share of land i.e approximately 49 decimals of land of his deceased husband namely Kangali Charan Ghosh.

**AND WHEREAS** while seized and possessed of the said land measuring 98 decimals be the same a little more or less, Ramesh Chandra Ghosh and Pushpalata Ghosh jointly sold transferred and conveyed the entire aforesaid land" measuring 98 decimals be the same a little more or less to (1) Smt Anjali Karmakar, wife of Shri Rabindra Nath Karmakar, resident of G,A 167 Paschim Narayantala, Post Office Deshbandhu Nagar, Kolkata 700059, by cast- Hindu by profession –Housewife, (2) Shri Partha Karmakar Son of Shri Gurupada karmakar resident of G,A 167 Paschim Narayantala, Post Office Deshbandhu Nagar, Kolkata 700059, by cast-Hindu by profession –Business,(3) Smt Mala Mukherjee wife of Japan Kumar Mukherjee resident of G,A 710 Paschim Narayantala, Post Office Deshbandhu Nagar, Kolkata 700059, by cast- Hindu by profession – Business,(4) Shri Prinon Mukherjee, son of Shri Tapan Kumar Mukherjee resident of G,A 10 Paschim Narayantala, Post Office Deshbandhu Nagar, Kolkata 700059, by cast- Hindu by profession –student,(5) Shri Krishnapada Pal, son of Late kali mohan Pal resident of 1/1S Jaharlal Dutta Lane Kolkata 700067 by cast Hindu, by profession –Business, (6) Smt Bharati Pal wife of Shri Krishnapada Pal resident of 1/1S Jaharlal Dutta Lane Kolkata 700067 by cast Hindu, by profession –Housewife, (7) Shri Paritosh Roy, son of Shri Pradyut Roy, resident of 16/1J Muraripukur Road, Kolkata 700067 by cast Hindu, by profession Business, (8) Smt Anuradha Roy, wife of Shri Pahtosh Roy resident of 16/1J Muraripukur Road, Kolkata 700067 by cast Hindu, by profession –Housewife,(9) Smt Ranjana Dutta, wife of Shri Sunit Kantamani Dutta resident of 11/1 Teliya para lane, Kolkata 700004 by cast Hindu, by profession –Housewife,(10) Shri Shankar Bhattacharjee, son of Shri Bomkesh Bhattacharjee, resident of P-141, C.I.T. Road Kolkata -700010 by cast Hindu, by profession – Business, (11) Shri Santanu Bhattacharjee, son of Shri Bomkesh Bhattacharjee, resident of P-141, C.I.T. Road Kolkata -700010 by cast Hindu, by profession –Business, against or at a consideration of Rs 1,10,000/- (Rupees One Lakh Ten Thousand) only by strength of a Registered Deed of Conveyance, registered on 17<sup>th</sup> Day of January, 1992, in the office of the A.D.S.R.O. Bidhannagar Salt Lake City and recorded in

Book No I, Volume no 06, Pages 355 to 362, being Deed No 334 for the year 1992.

**AND WHEREAS** while seized and possessed of the said land measuring 98 decimals be the same a little more or less, laying and situated at Mouza-Gopalpur, J.L. No 2, Re. Sa. No 140, Touzi no 125B/1, Police Station Airport, comprised in Hal Dag / R.S dag No 2903, under R.S Khatain No 1166, L.R. Khatian No 1739 and 2518, A.D.S.R.O Bidhannagar Salt Lake City within the local Limits of Rajarhat Gopal Municipality, in the District North 24 Parganas, the abovementioned (1) Smt Anjali Karmakar, wife of Shri Rabindra Nath Karmakar, resident of G,A 167 Paschim Narayantala, Post Office Deshbandhu Nagar, Kolkata 700059, by cast-Hindu by profession –Housewife, (2) Shri Partha Karmakar Son of Shri Gurupada karmakar resident of G,A 167 Paschim Narayantala, Post Office Deshbandhu Nagar, Kolkata 700059, by cast- Hindu by profession –Business,(3) Smt Mala Mukherjee wife of Japan Kumar Mukherjee resident of G,A 710 Paschim Narayantala, Post Office Deshbandhu Nagar, Kolkata 700059, by cast- Hindu by profession –Business.(4) Shri Prinon Mukherjee, son of Shri Tapan Kumar Mukherjee resident of G,A 10 Paschim Narayantala, Post Office Deshbandhu Nagar, Kolkata 700059, by cast- Hindu by profession –student,(5) Shri Krishnapada Pal, son of Late kali mohan Pal resident of 1/1S Jaharlal Dutta Lane Kolkata 700067 by cast Hindu, by profession –Business, (6) Smt Bharati Pal wife of Shri Krishnapada Pal resident of 1/1S Jaharlal Dutta Lane Kolkata 700067 by cast Hindu, by profession –Housewife, (7) Shri Paritosh Roy, son of Shri Pradyut Roy, resident of 16/1J Muraripukur Road, Kolkata 700067 by cast Hindu, by profession Business, (8) Smt Anuradha Roy, wife of Shri Pahtosh Roy resident of 16/1J Muraripukur Road, Kolkata 700067 by cast Hindu, by profession –Housewife,(9) Smt Ranjana Dutta, wife of Shri Sunit Kantamani Dutta resident of 11/1 Teliya para lane, Kolkata 700004 by cast Hindu, by profession –Housewife,(10) Shri Shankar Bhattacharjee, son of Shri Bomkesh Bhattacharjee, resident of P-141, C.I.T. Road Kolkata - 700010 by cast Hindu, by profession –Business, (11) Shri Santanu Bhattacharjee, son of Shri Bomkesh Bhattacharjee, resident of P-141, C.I.T. Road Kolkata -700010 by cast Hindu, by profession –Business, jointly sold, transferred and conveyed 1(One) 1(One) Chittacks 25 (Twenty –Five) sq.ft be the same a little more or less, out of the aforesaid land to (1) Badal Nandi, son of Late Amulya Nandi, (2) Gopal Nandi son of Shri Prafulla nandy and (3) Deepu Kar, son of Shri Manik Kar, all by faith Hindu, by occupation-Business, by nationality- Indian, residing at Gopalpur (Kalipark) Post Office Rajarhat Gopalpur. Police Station –



Airport, Kolkata 700136 against or at a total consideration of Rs 60,000/- (Rupees Sixty Thousand) only by strength of a Registered Deed of Conveyance, registered on 21th day of Decembeyr 2010, in the office of the A.D.S.R.O. Bidhannagar Salt Lake City and recorded in Book No I, CD Volume No 20, Pages no 432 to 446, being Deed no 12692 for the year 2010.

Thus the said Shri Badal Nandi, Shri Gopal Nandy and Shri Deepu kar on the basis of the aforesaid deeds, became the absolute owners of **ALL THAT** piece and parcel of demarcated plot measuring 1(One) 1(One) Chittacks 25 (Twenty –Five) sq.ft be the same a little more or less, laying and situated at Mouza-Gopalpur, J.L. No 2, Re. Sa. No 140, Touzi no 125B/1, Police Station Airport, comprised in Hal Dag / R.S dag No 2903, under R.S Khatain No 1166,L.R.Khatian No 1739 and 2518, A.D.S.R.O Bidhannagar Salt Lake City within the local Limits of Rajarhat Gopal Municipality, in the District North 24 Parganas, sold and transferred to present vendor namely **M/S ADHUNIK VILLA PVT LTD** a company incorporated under the Companies Act 1956, and having its registered office at 09 Strand Road, Kolkata 700001, represented by its Director Shri Praveen Kanodia son of Shri Arun Kanodia and the same was registered on 12<sup>th</sup> April, 2012 in the office of A.R.A –II Kolkata and copied in Book No-I, CD Volume No -19, Pages 3317, Being No 04718 for the year 2012. Thereafter the said present vendor recorded its name in L.R Settlement Operation being L.R Khatian No 10368 and obtained attested Parcha there from.

**WHEREAS** one Smt Sudama Devi Jaiswal wife of Shri Durga Prasad Shaw, be faith Hindu, resident of 35A Ghosh Lane Kolkata purchased a demarcated plot of Sali land measuring 1(One) Acre 80(Eighty) Decimals be the same a little more or less out of total 2(Two) Acre 13 (Thirteen) Decimals of land, laying and situated at Mouza –Gopalpur, J.L.No 2, Re. Sa. No 140, Touzi No 2998, Parganas- Kalikata, Police Station Airport at present, comprised in C.S Dag No 3894 and 5178 corresponding to R.S Dag No 2911 and 3686 under C.S Khatian No 361 and 1525 R.S Khtian No 491 and 1636 from one Sahadat Hossain by strength of a Registered Deed of Conveyance, registered on 22<sup>nd</sup> April, 1959, in the office of the S.R. Cossipore Dum Dum and recorded in Book No I Volume 43, Pages 266 to 269 beinf Deed no 3227 for the year 1959 and thereafter on 11<sup>th</sup> August, 1959 she purchased the rest of the aforesaid total 2(Two) Acre 13 (Thirteen) Decimals of Land i.e 33(Thirty-Three) Decimal Sali Land by strength of a Registered Deed of Conveyance. Registered in the office of

the S.R Cossipore Dum Dum and recorded in Book No I, Volume No 61, Pages 28 to 32 being Deed no 2675 for the year 1959 along with various plot of land from different vendors in different dates and years.

Thus by virtue of the Registered Deed of Conveyance no 3227 and 2675 for the year 1959 Smt Sudama Devi Jaiswal wife of Shri Durga Prasad Shaw became the absolute owner of ALL THAT piece and parcel of demarcated Sali plot of land measuring total 2 (Two) Acre 13 (Thirteen) Decimals be the same a little more or less, laying and situated at Mouza-Gopalpur J.L.No 2, Re. Sa. No 140, Touzi No 2998, Parganas- Kalikata, Police Station Airport at present, comprised in C.S Dag No 3894 and 5178 corresponding to R.S Dag No 2911 and 3686 under C.S Khatian No 361 and 1525 R.S Khtian No 491 and 1636

AND WHEREAS the present owner Smt Sudama Devi Jaiswal filled a Title Suit on 13.04.1982(Title suit no 191 of 1982) in the Third Court of Munsiff Judge at Sealdha and the same was decreed in favour of Smt Sudama Devi Jaiswal. The said owner sold , transferred and conveyed 8(Eight) Cottahs 9 (Nine) Chittacks 1(One) Sq.ft be the same a little more or less out of 11 (Eleven) Chottahs 08 (Eight) Chittaks of her possession laying and situated at Mouza GopalpurJ.L.No 2, Re. Sa. No 140, Touzi No 2998, Parganas- Kalikata, Police Station Airport at present, comprised in C.S Dag No 3894 corresponding to R.S Dag No 2911under C.S Khatian No 361 R.S Khtian No 491, L.R Khatian No 3109 under the jurisdiction of A.D.S.R.O.Bidhannagar Salt Lake City within the local limits of Rajarhat Gopalpur Municipality, in Ward no 3 at present 5 in the District of North 24 Parganas to Shri Subir Saha, son of Late Jamini Jiban Saha by occupation Service and Smt Menoka Saha Wife of Shri Subir Saha by strength of a Registered Deed of Conveyance, registered on 29<sup>th</sup> March 2005, in the Office of A.D.S.R.O Bidhannagar Salt Lake City and recorded in Book No I CD Volume No 7, Pages 4761 and 4775, being Deed no 07090 for the year 2008.Thus by virtue of the Deed of Conveyance Shri Subir Saha and Smt Menoka Saha became the absolute owner the said land.

The above named Shri Subir Saha and Smt Menoka Saha sold and transferred 8(Eight) Cottahs 9 (Nine) Chittacks 1(One) Sq.ft be the same a little more or less out of 11 (Eleven) Chottahs 08 (Eight) Chittaks of her possession laying and situated at Mouza GopalpurJ.L.No 2, Re. Sa. No 140, Touzi No 2998, Parganas- Kalikata, Police Station Airport at present, comprised in C.S Dag No 3894 corresponding to R.S Dag No 2911under C.S Khatian No 361 R.S Khtian No 491, L.R Khatian No 3109 under the

jurisdiction of A.D.S.R.O. Bidhannagar Salt Lake City within the local limits of Rajarhat Gopalpur Municipality, in Ward no 3 at present 5 in the District of North 24 Parganas to the present Vendor namely **M/S ADHUNIK VILLA PVT LTD** a company incorporated under the Companies Act 1956, and having its registered office at 09 Strand Road, Kolkata 700001, represented by its Director Shri Praveen Kanodia son of Shri Arun Kanodia and the same registered on 27<sup>th</sup> February 2012, in the office of A.R.A- II Kolkata and copied in Book No I, CD Volume No II Pages -2226 to 2248, Being No 2575 for the year 2012. Thereafter the said present vendor recorded its name in L.R Settlement Operation being L.R. Khatian No 10368 for 7 Decimal Sali Land and obtained parcha there from.

Thus by virtue of aforesaid Deed of Conveyance Being No 14437, for the year 2012, 04718 for the year 2012 and 02575 for the year 2012 the present vendor **M/S ADHUNIK VILLA PVT LTD** became the absolute owner of the said Property i.e Sali land measuring 11 (Eleven) Cottahs 05 (Five) Chittaks 26 (Twenty Six) sq ft be the be the same a little more or less laying and situated at Mouza Gopalpur J.L.No 2, Re. Sa. No 140, Touzi No 125B1, Parganas- Kalikata, Police Station Airport at present, comprised in R.S Dag No 2911, 2895 and 2903 under L.R Khatian No 3109 and 10368 under the jurisdiction of A.D.S.R.O. Bidhannagar Salt Lake City within the local limits of Rajarhat Gopalpur Municipality, in Ward no 3 at present 5 in the District of North 24 Parganas

The Details of which are given below:

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

Desires to sale by M/S Adhunik Villa Pvt Ltd to the Purchaser M/s Associated Erectors Pvt Ltd

**WHEREAS** while seized and possessed of the aforesaid property the M/S ADHUNIK VILLA PVT LTD decide to sell the said property i.e 11(Eleven) Cottahs 5 (Five) Chittaks 26 (Twenty Six) as per details given below

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

Be the same a little more or less of land laying and situated at Mouza Gopalpur J.L.No 2, Re. Sa. No 140, Touzi No 125B1, Parganas- Kalikata, Police Station Airport at present, comprised in R.S Dag No 2911, 2895 and 2903 under L.R Khatian No 3109 and 10368 under the jurisdiction of A.D.S.R.O. Bidhannagar Salt Lake City within the local limits of Rajarhat Gopalpur Municipality, in Ward no 3 at present 5 in the District of North 24 Parganas at a total consideration of Rs 45, 00,000.00 (Rupees Forty Five Lacs) only and for the same to the present Vendor M/s Associated Erectors Pvt Ltd. Which the presented accepted the proposal and agreed to purchase the said property.

**AND WHEREAS** the present vendor M/S Associated erectors Pvt Ltd purchased the aforesaid property by way of Registered deed Of Conveyance which was registered before District Sub Registrar-II Barasat, 24 parganas (North) vide Book no I, CD Volume No 7, Pages from 877 to 906 Being no 03037 for the year 2014.

**AND WHEREAS** the owner Company M/S Associated Erectors Pvt Ltd became the absolute owner seized and possessed of the Sali land measuring 11 (Eleven) Cottahs 5(Five) Chittaks 26 (Twenty Six) sq ft land be the same a little more or less comprised in R.S Dag no 2895, 2903 and 2911 under L.R. Khatian Nos 10368 and 3109, J.L. No 2, R.S No 140, Touzi No 135B1, mouza Gopalpur, Police Station Airport Ward 3 at present 5 under Rajarhat Gopalpur Municipality, District North 24 parganas. And the owner Namely M/s Associated Erectors Pvt Ltd

recorded its name in L.R. Settlement Operation being L.R. Khatian no 11811 for 19 decimals Sali land and obtained attested Parcha there from.

The present owner applied for conversion of status of land from Sali to bastu to the Land and Land Reform Department vide application no CONV2014150700975 Dated 15.12.2014

- I. The parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulation, notification etc., applicable to the project
- J. 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.
- K. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon and between the parties, the promoter hereby agrees to sell and the Allottee hereby agreed to purchase the [Apartment/plot] and the garage /covered parking ( if applicable ) as specified in Para G

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

**1. TERMS:**

1.1 Subject to the terms and conditions as detailed in this Agreement the promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchaser the Apartment /plot as specified in para G

1.2 The total price for the (Apartment /plot) based on the carpet area is Rs \_\_\_\_\_ /-(Rupees \_\_\_\_\_ only

1.3 (Total Price) (Give break up and description.

Block /Building /Tower No Apartment No _____ Type _____ Floor _____	Rate of Apartment per square feet
Garage/ Covered Parking	

Other Charges	
Taxes ( G.S.T ) or other taxes	
Total price of the apartment/flat	

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

[AND] [If /as applicable]

Garage/covered parking -1	Price
Garage covered parking 2	Price
Total price of Garage/covered parking	
Other Charges (if Applicable)	
Transformer Charges	
Generator Charges	
Maintenance Deposit for one year Rs ... per sq ft	
Total price of other charges	

**EXPLANATION:**

- i. The Total price above includes the booking amount paid by the allottee to the promoter towards the [Apartment, plot]
- ii. The Total price above includes Taxes (consisting of tax paid or payable by the promoter by way of G.S.T and cess or any other similar taxes which may be levied in connection with the construction of the project payable by the promoter by whatever name called) up to the date of handing over the possession of the apartment /plot to the allottee and the project to the

association of allottee 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 schedule date of completion of the project as per registration with the Authority which shall include the extension of registration if any granted to the said project by the Authority as per the Act the same shall not be charges from the allottee

- iii. The promoter shall periodically intimate in writing to the Allottee the amount payable as state in (i) above and the Allottee shall make payment demanded by the promoter within the time and in the manner specified therein .In addition the promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective
- iv. The total price of [Apartment/plot include recovery of price of land construction of [not only the Apartment but also the common Areas internal development charges external development charges taxes cost of providing electric wiring electrical connectivity to the apartment lift water line and plumbing finishing with paint marbles tiles doors window fire detection and firefighting equipment in the common areas maintenance charges as per para II etc. and includes cost for providing all other facilities amenities and specifications to be provided within the Apartment /plot and the project.

1.4 The Total price is escalation –free save and except increase 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 impose 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 impose b 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 Alottee which shall only be applicable on subsequent payment.

Provided that if there is any new imposition or increase of any development charges after the expiry of the schedule date of completion of the project as per registration with the Authority which shall include the extension of registration if any granted to the said project by the Authority as per the Act the same shall not be charged from the Allottee.

- 1.5 The Allottee (S) shall make the payment as per the payment plan set out in schedule C(payment plan)
- 1.6 The promoter may allow in its sole discretion a rebate for early payment of installment payable by the Allottee by discounting such early payment @\_\_\_%per annum for the period by which the respective installment has been proponed the provision for allowing rebate and such rate of rebate shall not subject to any revision /withdrawal once granted to an Allottee by the promoter.
- 1.7 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 fittings and amenities described herein at schedule 'D' and schedule 'E' (Which shall be in conformity with the advertisement prospectus etc. on the basis of which sale is effected in respect of the apartment plot or building as the case may be without the previous written consent of the Allottee as per the provisions of the Act.  
Provided that the promoter may make such minor additions or alteration as may be required by the Allottee in his own cost or such minor changes or alterations as per the provision of the Act.
- 1.8 Applicable in case of an apartment the promoter shall confirm to the final carpet area that has been allotted to Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority by furnishing details of the changes if any in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the promoter if there is reduction in the carpet area then the promoter shall refund the excess money paid by Allottee within forty five days with annual interest at the rate prescribed in the Rules from the date when such an excess amount was paid by the Allottee if there is any increase in the carpet area which is not more than three percent of the carpet area of the



apartment allotted to Allottee the promoter may demand that from the Allottee as per the next milestone of the payment plan as provide in schedule "C".

- 1.9 All these monetary adjustment shall be made at the same rate per square feet as agreed in para 1.2 of this Agreement.
- 1.10 Subject to para 9.3 the promoter agrees and acknowledges the Allottee shall have the right to the [Apartment /plot] as mention below
- i. The Allottee shall have exclusive ownership of the [Apartment/plot] The Allottee shall undivided proportionate share in the common Areas .Since the share interest of Allottee in the common Areas is undivided and cannot he divided or separated the Allottee shall use the common Areas along with other occupant maintenance staff etc., without causing any inconvenience or hindrance to them it is clarified that the promoter shall hand over the common areas to the association of allottees after duly obtaining the completion certificate from the competent authority as provided in the Act.
  - ii. That the computation of the price of the Apartment /plot includes recovery of price of land construction of [ not only the Apartment but also ] the common Areas internal development charges external development charges taxes cost of providing electric wiring electrical connectivity to the apartment lift water line and plumbing finishing with paint marbles titles doors windows fire detection and firefighting equipment in the common areas maintenance charges as per para 11 etc. and includes cost for providing all other facilities amenities and specifications to be provided within the [Apartment/plot] and the project.
  - iii. The Allottee has the right to visit the project site to assess the extent of development of the project and his apartment/plot as the case may be.
- 1.11 It is made clear by the promoter and the Alloottee agrees that the Apartment /plot along with garage /covered parking shall be treated as a single indivisible unit for all purpose .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 Alloottee.It is clarified that project facilities and amenities shall be available only for use and enjoyment of the Allottees of the project.
- 1.12 The promoter agrees to pay all outgoing before transferring the physical possession of the apartment to the Allottee which it has

collected from the Allottees for the payment of outgoing (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 outgoing collected by it from the Allottees or any liability mortgage loan and interest thereon before transferring the apartment to the Allottee the promoter agrees to be liable even after the transfer of the property to pay such outgoing and penal charges if any to the authority or person to whom they are payable and be liable for the cost of any legal proceeding which may be taken therefor by such authority or person.

- 1.13 The Allottee has paid a sum of Rs \_\_\_\_\_ /- (Rupees \_\_\_\_\_) as booking amount begin part payment towards the total price of the [Apartment /plot] 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 /plot ] as prescribed in the payment plan [schedule] as may be demanded by the promoter within time and in the manner specified therein provided that if the allottee delays in payment towards any amount which is payable he shall be liable to pay interest at the rate prescribed in the Rules.

## 2. MODE OF PAYMENT:

Subject to the terms of the agreement and the Promoter abiding by the construction milestones the Allottee shall make all payments on written demand by the promoter within the stipulated time as mentioned in the payment plan through A/C payee cheque/demand draft/ bankers cheque or online payment (as applicable) in favour of **ASSOCIATED ERECTORS PVT LTD** payable at **KOLKATA**.

## 3. COMPLIANCE OF LAWS RELARTING 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, 1934 and the Rules and Regulations made thereunder or any statutory amendments modification made thereof and all other applicable laws including that of remittance of payment acquisition /sale /transfer of immovable properties in India etc. and provide the promoter with such permission approvals which would enable the promoter to fulfill its obligation under this Agreement .Any refund

transfer of security if provide in terms of the Agreement shall he made in accordance with the provisions of Foreign Exchanges Management Act 1999 or the statutory enactments or amendments thereof and the Rules And Regulations of the Reserve Bank of India or any other applicable law. The Allottee understand and agrees that in the event of any failure on his /her part to comply with the applicable guidelines issued by the Reserve of Bank of India he /she may be liable for any action under the Foreign Exchange management act,1999 or other laws as applicable as amended from time to time.

- 3.2 The promoter accepts no responsibilities in regard to matters specified in para3.1 above. The Allottee shall keep the promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the promoter immediately and comply with necessary formalities if any under tia applicable laws.

The promoter shall not be responsible towards any this party making have any right in the application allotment of the said apartment applied for herein in any way and the promoter shall be issuing the payment receipts in favour of the Allottee only.

**4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:**

The Allottee authorizes the promoter to adjust appropriate all payment made by him/her/under any heads of dues against lawful outstanding of the allottee against the [Apartment /plot ] if any in his /her name and the Allottee undertakes not to object/demand/direct the promoter to adjust his payments in any manner.

**5. TIMES IS ESSENCE:**

The promoter shall abide by the schedule for completing the project as disclose at the time of registration of the project with the Authority and towards handing over the [Apartment /plot] to the Allottee and the common areas to the association of allottees or the competent authority as the case may be

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

The Allottee has seen the proposed layout plan specification amenities and facilities of the [Apartment plot] and accepted the floor plan payment plan and the specification amenities and facilities [annexed along with this agreement] which has been approved by the competent

authority as represented by the promoter. The promoter shall develop the project in accordance with the said layout plans floor plans and specification amenities and facilities subject to the terms in this Agreement the promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye laws FAR and density norms and provisions prescribed by the Bidhannagar Municipal Corporation [please inserts the relevant state laws] and shall not have an option to make any variation /alteration /modification in such plans other than in the manner provided under the Act, and breach of this terms by the promoter shall constitute a material breach of the Agreement.

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

**7.1 schedule for possession of the said [apartment /plot ]-** The promoter agrees and understands that timely delivery of possession of the [Apartment /plot] to the allottee and the common areas to the association of allottees or the competent authority as the case may be is the essence of the Agreement. The promoter assures to hand over possession of the [Apartment/plot along with ready and complete common areas with all specification amenities and facilities of the project in place on before **31<sup>st</sup> day of December 2020** unless there is delay or failure due to war, flood, drought fire cyclone earthquake or any other calamity cause by nature affection the regular development of the real estate project ("Force Majeure") If however the completion of the project is delayed due to the Force majeure conditions then completion of the Allottee agrees that the promoter shall be entitle to the extension of the time for delivery of possession of the [Apartment/plot] 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 Condition, 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 45days from the date. The promoter shall intimate the allottee about such termination at least days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

**7.2 Procedure for taking possession**- The Promoter upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the [Apartment /plot] to the Allottee in terms of this Agreement to be taken within two months from the date of issue of occupancy certificate [provided that in the absence of local law the conveyance deed in favour of the allottee shall be carried out by the promoter within 3 months from the date of issue of occupancy certificate]. The promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions formalities documentation on part of the promoter. The Allottee after taking possession agrees to pay the maintenance charges as determined by the promoter /association of allottee as the case may be after this issuance of the completion certificate for the project. The promoter shall hand over the occupancy certificate of the apartment /plot as the case may be to the allottee at the time of conveyance of the same.

**7.3 Failure of Allottee to take possession of [Apartment/plot]** -upon receiving a writing intimation from the promoter as per para 7.2 the Allottee shall take possession of the apartment /plot 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 /plot] to the allottee. In case the Allottee fails to take possession pay maintenance charges as specified in para 7.2.

**7.4 Possession by the Allottee** -After obtained the occupancy certificate and handing over physical possession of the [Apartment /plot] to the Allottee, it shall be the responsibility of the promoter to hand over the Xerox copy of necessary documents and plan including common areas to the association of Allottee or the competent authority as the case may be as per the local laws.[Provided that in the absence of any local law the promoter shall handover the necessary document and plans including common areas to the association of allottees or the competent authority as the case may be within thirty days after obtaining the completion certificate].

**7.5 Cancellation by allottee** -The Allottee shall have the right to cancel /withdraw from the project without any fault of the promoter the promoter herein is entitled to forfeit the looking amount paid for the allotment. The balance amount of money paid by the allottee shall be