

(Draft Copy)
AGREEMENT FOR SALE
B E T W E E N

MRS. BANDANA MUKHERJEE, PAN - ADTPM8534D, AADHAAR NO. 8584 1852 8111, wife of Debarjan Mukherjee, by faith - Hindu, by occupation - Home Maker, by Nationality - Indian, residing at 1-B, Nilmoni Row, P.O. & P.S. - Tala, Kolkata - 700 002, hereinafter referred to and called as the "**PURCHASER**" (which term or expression shall unless otherwise excluded by or repugnant to the subject or context be deemed to mean and include her heirs, executors, legal representatives, administrators and assigns) of the **FIRST PART**.

The Vendor herein is being represented by her Power of Attorney namely "J.N. Tower".

AND

J.N. TOWER, PAN - AAPFJ4817J, a Partnership Firm having its office and principal place of business at 121A, Bidhan Sarani, P.O. - Bagbazar, P.S. - ISI, Kolkata - 700 004, the said Firm being represented by its Partners namely **(1) MR. JAGADISH GHOSH, PAN - ADYPG4011E, AADHAAR NO. 4217 5155 9518**, son of Late Makhanlal Ghosh, by faith - Hindu, by occupation - Business, residing at 1176, R.N. Tagore Road, P.O. - Bediapara, P.S. - Dum Dum, Kolkata - 700 077, **(2) MR. NARAYAN PAL, PAN - AJRPP8850D, AADHAAR NO. 8813 9839 2234**, son of Late Manoranjan Pal, by faith - Hindu, by occupation - Business, residing at AD-102, Sector-I, Salt Lake City, P.O. - Bidhannagar, P.S. - North Bidhannagar, Kolkata - 700 064, hereinafter referred to and called as the "**DEVELOPER**" (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include its succession-in-office, heirs, executors, administrators, legal representatives and assigns) of the **SECOND PART**.

AND

(**PAN :**) wife of _____, by occupation - _____, by faith- Hindu, by Nationality -Indian, residing at _____, P.O. - _____ & P.S. - _____, Dist- _____ Kolkata- _____ West Bengal, herainafter referred to as the "**PURCHASER (S) / ALLOTEE**" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include **his / her / their** successor or successors, successors in office, successors in interest, and/or permitted assigns) of the **THIRD PART**.

WHEREAS although the WEST BENGAL HOUSING INFRASTRUCTURE DEVELOPMENT CORPORATION LTD., a Govt. Company incorporated under the Companies Act, 1956 (Act 1 of 1956) and the Planning Authority, as appointed by the State Government vide Order No. 1490-HI/HGN/NTP/1M-1/98 dated 13th September, 1999, in respect of the Planning Area declared as such under Notification No. 1490-HI/HGN/NTP/1M-1/98 dated 27th August, 1999, therein referred to as the "**WBHIDCO LTD.**" having its registered office, presently at HIDCO Bhawan, Premises No. 35-1111(MAR), Major Arterial Road, New Town, Kolkata - 700 156, represented by the Managing Director or the Joint Managing Director/General Manager (Administration)/Additional General Manager (Administration)/Additional General Manager (Marketing) of the said State Govt. Company, has a Statewide mandate to provide larger supply of developed lands, the immediate focus area has been limited to the development of a planned town (**hereinafter called the New Town, Kolkata**) and the Collector, North 24 Parganas and Collector, South 24 Parganas on the requisition of Government in the Housing Department by and under a good number of land acquisition cases had acquired large chunk of land and the same has been duly vested in the Government absolutely free from all encumbrances under Section 16 of the Land Acquisition Act, 1894.

AND WHEREAS the said Collectors thereafter duly transferred right, title and interest in the said lands and also made over vacant possession over the said land to the "**WBHIDCO LTD.**", free from all encumbrances upon payment of the price for compensation money for such lands.

AND WHEREAS upon such transfer of lands and possession thereof being handed over to the "**WBHIDCO LTD.**" the said "**WBHIDCO LTD.**" was lawfully seized and possessed of or was otherwise well and sufficiently entitled to the said land free from all encumbrances.

AND WHEREAS the said "**WBHIDCO LTD.**" in consonance with the main object and intent as spelt out in the Company's Memorandum of Association, has already developed built and provided necessary infrastructures on the said lands for making it suitable for setting up the proposed township.

J.N. TOWER

Narayan Pal.

Partner

J.N. TOWER

Jagdish Ghosh

Partner

AND WHEREAS after having developed the said lands and building infrastructure thereon the "WBHIDCO LTD." had demarcated afresh the said acquired lands in several plots under different categories and have made the same ready for allotment and sale to the prospective buyers.

AND WHEREAS Mrs. Bandana Mukherjee purchased ALL THAT piece and parcel of land measuring about 300.12 sq. Metres. be the same or little more or less, being Premises No. 13-093 in Street No. 093 (12 M wide) (Erstwhile Plot No. 3 in Block No. AB), Category-HIGI-II situated in the New Town, Police Station – New Town, District – North 24 Parganas presently in the Panchayet Area, Mouza – Ghuni, J.L. No. 23, under Jyangra-Hatiara-II G.P. free from all encumbrances, by virtue of an Indenture of Sale dated 13th day of October, 2012 registered in the office of the ADSR, Bidhannagar (Bidhannagar) and recorded in Book No. I, CD Volume No. 19, Page from 1135 to 1149, being No. 13420 for the year 2012 from the West Bengal Housing Infrastructure Development Corporation Ltd., a Govt. Company incorporated under the Companies Act, 1956 (Act 1 of 1956) and the Planning Authority, as appointed by the State Government vide Order No. 1490-HI/HGN/NTP/1M-1/98 dated 13th September, 1999, in respect of the Planning Area declared as such under Notification No. 1490-HI/HGN/NTP/1M-1/98 dated 27th August, 1999, therein referred to as the "WBHIDCO LTD." duly represented by its authorized signatories, free from all encumbrances.

AND WHEREAS physical possession of the aforesaid landed property has been taken over by the said Mrs. Bandana Mukherjee vide Memorandum of Possession of Plot as has been issued by the said Authority vide No. MP-I/HIDCO/EM/22/3429 dated 19.12.2012.

AND WHEREAS by virtue of the aforesaid Indenture of Sale dated 13th day of October, 2012 and Memorandum of Possession of the Plot of Land, the said Landowner got her aforesaid land mutated with the New Town Kolkata Development Authority (NKDA) vide No. 1440/2013 dated 02 September, 2013 and presently the Vendor hereto is absolutely seized and possessed of or otherwise well and sufficiently entitled to ALL THAT piece and parcel of land measuring about 300.12 sq. Metres, be the same a little more or less, being Premises No. 13-093 in Street No. 093 (12 M Wide) (Erstwhile Plot No. 3 in Block No. AB), Category – HIGI-II situated in the New Town, Police Station - New Town, District – North 24 Parganas, presently in the Panchayat Area, Mouza – Ghuni, J.L. No. 23 under Jyangra-Hatiara – II G.P. free from all encumbrances, charges, mortgages, attachments, lien, lispendences etc.

AND WHEREAS the Vendor herein has decided to develop her aforesaid property more fully and particularly described in the FIRST SCHEDULE hereunder written by raising multi storied building (G+4) thereon free from all encumbrances in accordance with the building plan as will be sanctioned by the NKDA in the name of the Vendor.

AND WHEREAS the said Vendor herein is now desirous of developing the said land by constructing thereupon G+4 storied building in accordance with the building plan to be sanction by the Competent Authority. But due to financial stringency and shortage of time and manpower, the vendor is unable to start the construction of the said building and had been in search of a developer who can undertake the responsibility of construction of such building on the said premises by affording their own arrangement and expenses.

AND WHEREAS knowing the intention of the vendor hereto, the Developer contacted the vendor and requested the vendor to allow them to develop the said premises as desired by the vendor by constructing the proposed multi storied building/s (G+4) in accordance with the building plan sanctioned in the name of the vendor. Accordingly one Joint Venture Agreement was executed on 20.09.2019 by and between the Vendor and the Developer herein which was registered in the office of Additional District Sub Registrar, Rajarhat and recorded therein as Book No. I, Volume No. 1523-2019, page from 459010 to 459053, being No. 152311437 for the year 2019 with certain terms and conditions mentioned therein.

AND WHEREAS on the same date i.e., on 20.09.2019, the Vendor herein executed a Development Power of Attorney after registered Development Agreement in favour of the **Developer** / Confirming Party which was duly registered in the Office of Additional District Sub Registrar, Rajarhat and recorded therein as Book No. I, Volume No. 1523-2019, page from 457522 to 457545, being No. 152311453 for the year 2019.

J. N. TOWER

Narayan Lal.

J. N. TOWER

Jagadeesh Ghosh.

AND WHEREAS thereafter the Developer / Confirming Party herein applied for sanction of building construction plan before the competent authority and the said sanctioned plan duly approved and sanctioned by Plan No. and dated 03-Oct-2018 Pin – 0130009320180907 and as per the said valid sanctioned plan the developer has started construction of the building over the said plot of land and the same is now in progress under the name and style "Titash".

AND WHEREAS the Purchaser intends to purchase and the Vendor / Owner and the Developer / Confirming Party herein (hereinafter referred to as the **J.N. TOWER**) intend to deliver a self contained marble/floor tiles/vitrified tiles Flat measuring _____ Sq.ft. **super built up area** be the same a little more or less (including 20% super built up area) on _____ Floor, being Flat No. _____, _____ side, lying and situated at Premises No. 13-093 in Street No. 093 (12 M Wide) (Erstwhile Plot No. 3 in Block No. AB), Category – HIGI-II situated in the New Town, Police Station - New Town, District – North 24 Parganas, presently in the Panchayat Area, Mouza – Ghuni, J.L. No. 23 under Jyangra-Hatiara – II G.P. at or for a total consideration of Rs. _____/- (**Rupees** _____) only payable as per the schedule of payment written hereunder..

ARTICLE – I: DEFINITIONS

In this agreement unless it is contrary or repugnant to the context the terms and expression are defined as under:

1. **PREMISES OR PROPERTY** – Shall mean and include ALL THAT piece and parcel of land measuring about 300.12 sq. Metres, be the same a little more or less, being Premises No. 13-093 in Street No. 093 (12 M Wide) (Erstwhile Plot No. 3 in Block No. AB), Category – HIGI-II situated in the New Town, Police Station - New Town, District – North 24 Parganas, presently in the Panchayat Area, Mouza – Ghuni, J.L. No. 23 under Jyangra-Hatiara – II G.P., morefully described in the **First Schedule being Schedule "A"** hereunder written.
2. **DEVELOPER** - Shall mean and include the said **J.N. TOWER, PAN – AAFPJ4817J**, a Partnership Firm having its office and principal place of business at 121A, Bidhan Sarani, P.O. - Bagbazar, P.S. – ISI, Kolkata – 700 004, the said Firm being represented by its Partners namely **(1) MR. JAGADISH GHOSH, PAN – ADYPG4011E, AADHAAR NO. 4217 5155 9518**, son of Late Makhanlal Ghosh, by faith – Hindu, by occupation – Business, residing at 1176, R.N. Tagore Road, P.O. - Bediapara, P.S. – Dum Dum, Kolkata – 700 077, **(2) MR. NARAYAN PAL, PAN – AJRPP8850D, AADHAAR NO. 8813 9839 2234**, son of Late Manoranjan Pal, by faith – Hindu, by occupation – Business, residing at AD-102, Sector-I, Salt Lake City, P.O. - Bidhannagar, P.S. – North Bidhannagar, Kolkata – 700 064 and its representatives, successors or successors-in-office and/or assigns or nominee or nominees who is as well the Developer herein for the time being in force and who is reserving all its rights to appoint any other company/individual/person as the Developer thereof for the said reason and purpose of all types of development at and under the subject Project.
3. **OWNER** - Shall mean and include the said **MRS. BANDANA MUKHERJEE, PAN – ADTPM8534D, AADHAAR NO. 8584 1852 8111**, wife of Debanjan Mukherjee, by faith – Hindu, by occupation – Home Maker, by Nationality – Indian, residing at 1-B, Nilmoni Row, P.O. & P.S. – Tala, Kolkata – 700 002 and its representatives, successors or successors-in-office and/or assigns or nominee or nominees.
4. **AREA OF THE SAID FLAT** - Shall mean and include the total covered area of the said flat plus the proportionate area of the passages, ways, stairs, lift, lobby and the common amenities, facilities and others as defined in Article 1 Pt. 5 hereunder and deemed to be the area of the said flat. The certificate of the Architect /Developer and/or the nominated Developer, if any in this regard shall be final.
5. **COMMON PARTS & AREAS** - Shall mean and include Administrative Office, if any, Security and Security Room, if any, Service Areas and other Common Areas whatsoever including those mentioned in the **FOURTH SCHEDULE** hereunder written and/or given meant for the maintenance of essential services at the said **RESIDENTIAL** Complex and for the better use and enjoyment of the several Unit/s, Residential/s, etc. to be built, developed, erected, promoted and constructed in the said complex but shall not the portion or areas not transferred or intended to be transferred herein and kept exclusively at the disposal of the **J.N. TOWER**.
6. **UNIT/S, RESIDENTIAL/S,** - Shall mean and include the several Unit/s, Residential/s, etc. in the said proposed project to be built, developed, erected, promoted and constructed by the **J.N. TOWER** on behalf of the Purchaser/s for the consideration mentioned hereunder as per the specification as under.
7. **DEMISED FLAT/S** - Shall mean and include the flat/s in finished condition as agreed to be acquired by the Purchaser/s herein and more fully described and explained in Part-I of the **SECOND SCHEDULE** hereunder written and/or given.
8. **MEASUREMENT OF THE FLAT/S** - Shall mean and include the super built-up area of the said Flat/s etc.

J.N. TOWER

Narayan Pal.

Partner

J.N. TOWER

Jagadish Ghosh

Partner

9. **PROPERTIES APPURTENANT THERETO** - Shall mean and include the proportionate undivided share in the said property and in the common parts and areas.
10. **PROJECT** - Shall mean and include the project of the building, development, erection, promotion and construction of several Unit/s, Residential/s, etc. in the said proposed project with provision for use and enjoyment of the common parts or areas by the occupier/s of the same.
11. **COMMON PURPOSE OR EXPENSES** - Shall mean and include the purpose of maintaining the project property and in particular the essential services and the common parts thereof as also include the meeting of the common costs and expenses for the same and further include all matter relating to mutual rights and obligations of the Purchaser/s of several Unit/s, Residential/s, etc. of the said project as described and explained under the **FIFTH SCHEDULE** hereunder written and/or given where any expenses or costs are mentioned to be borne or paid proportionately by the Purchaser/s then the portion of the amount payable by the Purchaser/s shall be in proportion of their allotted and/or owned property in the said project.
12. **SPECIFICATIONS** - Shall mean and include the necessary constructions to be made and fittings and fixtures to be fitted in the Unit/s, Residential/s, etc. to be provided by the **J.N. TOWER** as per the **THIRD SCHEDULE** hereunder written and/or given.
13. **PLAN** - Shall mean and include the plan already approved by Developer/Owner herein sanctioned by the concerned authority for the time being in force and may further be modified and/or sanctioned by the concerned NKDA or Authority.
- a) 14. **ADVOCATE** - Shall mean the Advocate/s duly appointed by the Developer herein from time to time

ARTICLE-II: INTERPRETATION

- 2.1 Any reference to statute shall include any statutory extensions or modifications, re-enactment of such statute and any rules, regulations or orders made hereunder.
- 2.2 Any covenant by the Purchaser/s herein not to act or to do anything shall be deemed to include his/her/their/its obligation/s not to permit the said act or thing to be done.
- 2.3 Singular number shall mean and include Plural and vice versa.
- 2.4 Masculine shall mean and include Feminine and vice-versa.
- 2.5 The Paragraph heading would not form part of this agreement and have been given only for the sake of convenience and shall not be taken into account for the construction or interpretation of these presents.

ARTICLE -III: TITLE

- 3.1 The Purchaser/s herein confirm/s to have duly inspected all the documents including documents of title relating to and/or in connection with the said premises and confirm/s to has/have duly satisfied themselves/himself with regard to the rights, titles and interests of the Developer and other co-sharers with respect to the said land property and/or in respect of the development of the project complex as hereunder with regard to the right of the said development of the said project and/or to construct the Flat/s at and under the said Project and have marketable title. The Purchaser/s herein having satisfied itself/themselves/himself has/have agreed not to question and/or make requisition as to the right, title and interest of the **OWNER**.

ARTICLE -IV: SCHEME

- 4.1 Before the execution of these presents the Purchaser/s having fully satisfied itself/himself/themselves and confirmed about the Scheme formulated by the **J.N. TOWER** for transfer of the said Flat/s and further together with the proportionate share of the common areas, facilities, amenities and others unto and in favour of the Purchaser/s herein.

ARTICLE -V : MATERIAL AND SPECIFICATION

- 5.1 The **J.N. TOWER** shall be using the quality materials for the purpose of the construction, development, erection, promotion and building of the Flat/s at and upon the subject land property to be owned and occupied by the Purchaser/s herein.
- 5.2 Before the execution of these presents the Purchaser/s herein has/have satisfied itself/himself/herself/themselves about the intended specifications of the said construction, development, erection, promotion and building of the Flat/s at and upon the subject land property to be owned and occupied by the Purchaser/s herein.

ARTICLE-VI : TRANSFER, CONSIDERATION AND PERFORMANCES

- 6.1 The **J.N. TOWER** hereby agrees to sell transfer its allocation and convey and Purchaser/s herein hereby agrees to purchase and acquire from the **J.N. TOWER ALL THAT** piece and parcel of the finished Flat/s at

J. N. TOWER
Narayan Patel.

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the subject land property upon which the promotion, erection, development, construction and building of the said Flat/s shall take place measuring about **1162 Sq.ft. super built up area** be the same a little more or less (including 20% super built up area) on **Fourth Floor**, being **Flat No. 4A, Front side**, lying and situated at Premises No. 13-093 in Street No. 093 (12 M Wide) (Erstwhile Plot No. 3 in Block No. AB), Category – HIGI-II situated in the New Town, Police Station - New Town, District – North 24 Parganas, presently in the Panchayat Area, Mouza – Ghuni, J.L. No. 23 under Jyangra-Hatiara – II G.P. and the properties appurtenant thereto described in the Part-I of the **SECOND SCHEDULE** hereunder written and / or given at the rate of **Rs.46,00,000/- (Rupees Forty Six Lakhs)** only payable within the time and in the manner mentioned in the Part-III of the **SECOND SCHEDULE** hereunder written and/or given to the **J.N. TOWER**. The said Flat/s to be constructed within the time limit as mentioned in the Part- II of the **SECOND SCHEDULE** hereunder written and/or given.

- 6.2 The consideration as aforesaid may increase or decrease after actual measurement of the area of the said Flat/s at the time of handing over of the possession.
- 6.3 The **OWNER/ J.N. TOWER** and/or its nominated person/s/individual/s shall subject to the Purchaser/s herein duly making payment of the said agreed consideration as above and further other payments as per these presents and the Purchaser/s herein duly observing and performing the various terms, conditions and covenants herein contained on the part of the Purchaser/s herein to be observed and performed, complete the construction of the said Flat/s within a period of **18 (Eighteen) Months** from the date of execution of these presents as hereunder pursuant to and in terms of these presents and the **OWNER/ J.N. TOWER** and/or nominated person/s/individual/s shall deliver the possession thereof unto and in favour of the Purchaser/s herein within **18 (Eighteen) Months** from the date, month and year of these presents as hereunder pursuant to and in terms of these presents unless the Owner / **J.N. TOWER** and/or its nominated person/s/individual/s is/are prevented by any restraint order issued by any competent Court or due to Acts of God and/or the Acts beyond the control of the **OWNER/ J.N. TOWER** and/or its nominated person/s/individual/s.
- 6.4 The said Flat/s shall be constructed by the **J.N. TOWER** and/or its nominated person/s/individual/s as the case may be in accordance with the Plan/s with such modification/s or alteration/s as may be deemed fit and proper by the Developer and/or its appointed Architect/s with the specification as may be deemed fit and proper by the **J.N. TOWER** and/or its nominated person/s/individual/s as the case may be and the Purchaser/s herein agree/s not to raise any objection in the event of the **OWNER/ J.N. TOWER** making any alterations or modifications in the said Plan/s and/or specifications, elevation, designs and lay-outs of the said Flat/s.
- 6.5 The Purchaser/s herein shall not in any manner interfere or hinder or obstruct the completion of the Project and/or the other Unit/s, Residential/s, etc. or any part thereof by the **OWNER/ J.N. TOWER** and/or the other prospective Purchaser/s hereof.
- 6.5A The Purchaser/s herein shall not in any manner interfere or hinder or obstruct the completion of the Project and/or the other Unit/s, Residential/s, etc. or any part thereof by the **OWNER/ J.N. TOWER** and/or the other prospective Purchaser/s thereof and shall further not be entitled to raise and make any objection whatever with regard to raising, constructing, promoting, building, developing and erecting any further storey and/or stories at and upon the roof of the building/s ought to be constructed, built, developed, promoted and erected and to sell, demise, devise, transfer, provide and give the same to any person whomsoever for any consideration whatsoever in any manner whatever for all times to come and till the said construction, erection, promotion, development and building of the said further storey and/or stories the roof of the said building shall be the property of the **J.N. TOWER** and the Owner herein and upon the completion of the said construction, erection, promotion, development and building of the said further storey and/or stories the roof of the said building shall be under the use, occupation and possession of the **J.N. TOWER** and the Owner herein or any other person in the manner as kept, assigned and provided at and under the agreement/s and/or conveyance/s thereof meant for the transfer, alienation, grant, demise and devise of the parts and portions of the subject premises and building/s standing and/or lying erected thereupon and

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Jagdish Ghosh

Partner

further to make any further construction, erection, development, promotion and building at and around and adjacent to the subject Project.

- 6.5B. The **J.N. TOWER** and the **OWNER** herein shall further be entitled to acquire and own any further land property and/or properties at and around and adjacent to the subject property for the purpose of further development, construction, erection, building and promotion of Building/s and the Unit/s, Residential/s, etc. thereof and/or the part/s thereof RESIDENTIAL and in no case the Purchaser/s herein shall be having any right, title and interest to object, hinder or disturb the same in any manner whatsoever and shall be having the right, title and interest thereof, if any, specifically provided by the **J.N. TOWER** and the Owner herein in writing to him/her/it/them. Further for the said reason and purpose the **J.N. TOWER** shall be having all the rights, titles and interests to use, occupy, possess, enjoy and utilize the common paths, passages and areas at and around and attached, concerning and under the subject Project and/or leading to and fro to the said further land property and/or properties at and around and adjacent to the subject property for all times to come for the purpose of further development, construction, erection, building and promotion of Building/s and the Unit/s, Residential/s, etc. thereof and/or the part/s thereof RESIDENTIAL.
- 6.6. The Purchaser/s herein shall not be entitled to raise or cause to raise any objection of whatsoever nature in the matter of completion of the said Project and construction of the said Unit/s, Residential/s, etc. and/or construction of further structure/s thereupon on the ground of disturbance or annoyance or any other ground whatsoever.
- 6.7. The Purchaser/s herein shall not be entitled to raise any dispute or claim on account of any damages for on account of the completion of the said Project and construction of the said Unit/s, Residential/s, etc. and/or construction of further structure/s thereupon.
- 6.8. After completion of the said construction, development, erection, promotion and building of the Unit/s, Residential/s, etc. at and upon the subject land property, the **J.N. TOWER** shall notify the Purchaser/s herein with regard to the same having been completed and made ready for the habitation whereupon the Purchaser/s herein shall within 15 days take over the possession of the same subject to making all the payments payable in terms of these presents as the purchaser purchased the property from **Developer's allocation**.
- 6.9. The Purchaser/s herein shall apart from the amount of consideration payable to the **J.N. TOWER** as hereinbefore stated, also pay to **J.N. TOWER** the Mandatory costs as follows:
- The amounts of the security deposit or deposits or other costs, charges and expenses as may be required to be made by the **J.N. TOWER** as hereunder for getting the Electricity and other Utility Services and/or necessary installations at and under the said individual Unit/s, Residential/s, etc. All the costs and expenses beside the consideration paid as above inter alia, Maintenance costs, Advance deposits thereof, Sinking Fund, Electrical, Fixture installations etc. and other costs and expenses to be paid by the Purchaser/s herein is more fully and particularly mentioned, described, enumerated, provided and given at and under the **SIXTH SCHEDULE** hereunder written and/or given.
- 6.10. In the case of the Purchaser/s herein requiring the **J.N. TOWER** to make or cause to be made change/s or addition/s or alteration/s of the structure/s inside the said Unit/s, Residential/s, etc. or require the **J.N. TOWER** to make extra work the **J.N. TOWER** shall not be obliged to do or caused to be done such work until and unless the Purchaser(s) has/have first deposited and paid the costs estimated by the **J.N. TOWER** of making such additions, alterations, changes and/or extra works and/or upon option of the **J.N. TOWER** can do it with the written consent and approval of the **J.N. TOWER** in the manner as per the written approval thereof.
- 6.11. Save the right of acquiring the said Flat/s and the properties appurtenant thereto and save the right hereby agreed to be transferred the Purchaser/s herein shall not have any rights, titles, interests, claims or demands whatsoever over and in respect of the other parts or portions of the said Project and the said

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premises save and except proportionate share in the common area/s, facility/facilities, amenity/amenities, path/s, passage/s etc. meant for the various owner/s and occupier/s at and under the said project/s as well as in the common parts or areas as described and explained under the **FOURTH SCHEDULE** hereunder written and/or given.

ARTICLE – VII: RIGHTS

- 8.1 It is agreed that until and unless the entire agreed consideration in the manner and within the time respectively mentioned in **SECOND SCHEDULE** hereunder written and all other amount required to be paid by the Purchaser/s herein as per the provisions herein contained, are duly paid to the **J.N. TOWER**, the **J.N. TOWER** shall not be obliged or liable to make over possession of the said Flat/s to the Purchaser/s herein nor the Purchaser/s herein shall acquire any right, title or interest whatsoever in the said flat.
- 8.2 All the Purchaser/s of the Unit/s, Residential/s, etc. including the Purchaser/s herein shall have proportionate share in the common parts areas and facilities mentioned in the **FOURTH SCHEDULE** hereunder written and/or given and shall at all times be meant for the use and enjoyment of all the owner/s and occupier/s of several Unit/s, Residential/s, etc. thereat whatsoever the case may be.
- 8.3 The Purchaser/s herein after having duly paid the said agreed consideration and all other amounts whatsoever including any tax payable by it/him/her/them in pursuance of this agreement including the rates and taxes and the maintenance and service charges payable relating to the said Flat/s and further having duly observed and performed all its/his/her/their obligations under this agreement shall be at liberty with the written approval and/or consent of the **J.N. TOWER** shall be able to deal with the said Flat/s and properties appurtenant thereto in the manner as it/he/she/they shall like and/or be at liberty to assign and/or transfer its/his/her/their interest under this agreement and/or in respect of the said Flat/s whatsoever the case may be provided that such assignment and/or transfer shall be subject to the terms herein contained and also subject to the Purchaser/s herein first paying the entire rates and taxes as also the maintenance and service charges relating to the said Flat for the period up to the date of such transfer and/or assignment and in the case of such transfer or assignment, if any, liability for tax or otherwise is paid by the **J.N. TOWER** on account of the Purchaser/s herein, the Purchaser/s herein agree/s and undertake/s to reimburse or pay the same to the **J.N. TOWER**.
- 8.4 The Purchaser/s herein shall not be entitled to let out, transfer or assign or otherwise deal with or dispose of his/her/their rights, title and interest under this agreement and/or in respect of the said Flat/s unless the Purchaser/s herein has/have paid the agreed consideration and all other amount payable as per this agreement and has/have not been disqualified or committed breach or non-complied with any of the terms and conditions herein contained.
- 8.5 The Purchaser/s herein shall not be entitled to any right in respect of the other parts of the said project save the right to use the common parts and further the common areas and facilities and others as are available with the use and occupation of property/properties at and under the project hereof.

ARTICLE - VIII : PURCHASER'S/S' OBLIGATION

- 9.1 On and from the date of the **J.N. TOWER** notifying the said Flat/s having been made ready for the occupation, the Purchaser/s shall make the payments and others to **J.N. TOWER** the amount/s for the services, maintenance, installations, sinking fund and others as mentioned and explained under the **FIFTH SCHEDULE** hereunder written and/or given more fully and particularly mentioned, described, enumerated, provided and given at and under the **SIXTH SCHEDULE** hereunder written and/or given to the **J.N. TOWER**. The **J.N. TOWER** shall deposit the said Sinking Fund with the Maintenance Company formed solely by the **J.N. TOWER** upon its discretion at and after the deduction of the dues and outstanding of the different Purchaser/s as the case may be. The Purchaser/s herein hereby agree that the apportionment of such maintenance costs, charges and expenses as also the rates, taxes and outgoings shall be made by the **J.N. TOWER** on the basis of the respective areas of the Unit/s, Residential/s, etc. in the said project and the same shall be made by the **J.N. TOWER** on the basis of the respective areas of several Unit/s, Residential/s, etc. in the said project and the same shall be conclusive, final and binding. The said Maintenance Company shall be having a memorandum of agreement with the **J.N. TOWER** for the

J.N. TOWER

Narayan P. L.

Partner

J.N. TOWER

Jagdish K. P. P. P.

Partner

performances of the works and affairs relating to the maintenance and others at and under the said RESIDENTIAL project as and when the completion of the said development hereof shall take place.

- 9.2. The Purchaser/s herein shall render its/his/her/their best co-operation and assistance in the matter of completion of the said project and shall not do or commit or permit anyone to do or commit any act, deed, matter or thing which may in any manner cause obstruction in the completion of said RESIDENTIAL project.
- 9.3. The Purchaser/s herein shall sign and execute and deliver all the necessary paper/s and document/s and also to do all the acts, deeds, matters and things as may from time to time required to be done or committed for smooth completion of the project hereof and the Flat thereof.
- 9.4. The Purchaser/s herein shall till any separate meter is provided by the concerned authority for the Flat/s regularly and punctually pay the charges for consumption of electricity at the said Unit/s, Residential/s, etc. within 7 days from the date of the J.N. TOWER and/or the Maintenance Company submitting bill on account for the same. In case of any dispute with regard to the electricity bill, the Purchaser/s herein shall after payment of such disputed bill, refer the dispute to the J.N. TOWER and/or the Maintenance Company, hereinafter called and referred to as the Company for the sake of brevity, whatsoever the case may be for its decision. The Purchaser/s hereby agree/s that in case of non-payment, electricity at the said unit shall be liable to be disconnected without any prior notice for the same.
- 9.5. On or before the taking over of possession of the said Flat/s the Purchaser/s herein shall also deposit with the J.N. TOWER the several amounts, the details whereof are mentioned in the **SECOND SCHEDULE** hereunder written and it is agreed that until payment of the said amount, the Purchaser/s herein shall not be entitled to the possession nor any rights in the said Flat/s. On the formation of the Maintenance Company and/or the Association as hereunder, the J.N. TOWER and/or the Company after deduction of amount/s recoverable from the Purchaser/s herein deposit the remaining balance amount/s, if any to the Maintenance Company to be held by it.
- 9.6. The Purchaser/s herein shall pay proportionate cost/s/expense/s for installation of Transformer/s at and under the said Project more fully and particularly mentioned, described, enumerated, provided and given at and under the **SIXTH SCHEDULE** hereunder written and/or given.
- 9.7. The Purchaser/s herein shall be liable to bear and pay all the statutory tax/es in respect of present and subsequent imposition/s if and whenever such situation arises for the transfer, alienation, grant, demise and devise of the said Flat/s.
- 9.8. The Purchaser/s shall at its/his/her/their own costs maintain the said Flat/s in good condition, state and order and shall abide by all the by-laws, rules and regulations of the Government and/or other authorities and local bodies including those as may be framed by the J.N. TOWER and/or the Maintenance Company for the proper maintenance of the said Project and the common areas and facilities and shall also be responsible for all deviation/s and/or violation/s of any of the condition/s or rules or by-laws.
- 9.9. The Purchaser/s hereby agree that the J.N. TOWER and its engineer/s, contractor/s, surveyor/s and agent/s shall be entitled during reasonable hours of the day and upon prior notice, with or without workman to enter into and upon the common areas etc. for the purpose of making/repairing, maintaining, lighting and keeping in order and good condition all sewers, drains, pipes, cables, gutters, wires, structures and conveniences belonging to or serving or used for the said building and also for the purpose of pulling down, maintaining, repairing and testing drains, water pipes and electric wires and for similar or other purpose and/or to view and examine the state and condition of the Flat/s or portions thereof. The Purchaser/s herein shall also be liable at its/his/her/their own costs for make good immediately on receiving notice of all such defects and wants of repair as may be in the opinion of the J.N. TOWER and/or the Maintenance Company whatsoever the case may be required to be carried out by the Purchaser/s herein.
- 9.10. **THE PURCHASER/S HEREIN SHALL NOT:**
- a) Use the said Flat/s in such manner nor commit any act, which may in any manner cause nuisance or annoyance to the Purchaser/s herein and/or owners and/or occupiers of other Flat/s in the said Project and/or the said premises and/or the neighboring properties;

J.N. TOWER
Namun Pk.

J.N. TOWER
Jafarish Pk.

- b) Use the said Flat/s or permit the same to be used for any purpose other than the purpose/s for which the same is meant (i.e. RESIDENTIAL) and has been sanctioned by the concerned authorities;
- c) Block or permit the blocking of the common parts or areas of the said project and/or any portion thereof;
- d) Decorate the exterior of the Flat/s together with parts and portions of the vacant space at and under the subject project otherwise than in the manner the said Flat/s will be specified by the **J.N. TOWER** as hereunder;
- e) Display or put up any neon-sign or other sign boards on the outer walls of the Flat/s or any part of the said Project without consent in writing of the **J.N. TOWER** and/or the Maintenance Company whatsoever the case may be;
- f) Throw or accumulate or permit the throwing or accumulation of any dirt, rubbish or other refuse in the place not meant for the same;
- g) Claim partition or sub-division of the said Flat/s or the common parts and/or the common areas of the said Project;
- h) Carry on any offensive, illegal or immoral activities in the said Flat/s or any portion of the said project including the common parts and the common areas;

ARTICLE-IX: MISCELLANEOUS

- 10.1 The Purchaser/s herein agree/s and confirm/s that the **J.N. TOWER** shall have the right from time to time to make additions and/or alterations and/or repairing in or upon the said project and in this regard the Purchaser/s herein shall not be entitled to raise any objection or create any obstruction and disturbance.
- 10.2 After the possession of the said Flat/s has/have been made over, if any additions or alterations in or upon or demised property and/or any part of the same and/or the project or any portion thereof is/are required to be made or carried out by or at the instance of the Government, NKDA or any statutory authorities the same shall be duly carried out by the Purchaser/s in co-operation with the Purchaser/s herein and/or occupiers of other Unit/s, Residential/s, and portions at and under the said project at its/his/her/their own costs and expenses in this regard and the **J.N. TOWER** shall not in any manner be liable or responsible.
- 10.3 The name of the complex is "**Titash**" as already decided and fixed by the **J.N. TOWER** solely and the same shall not under any circumstances be changed or altered or modified however **J.N. TOWER** reserves the right to change and/or modify and/or alter it for all times to come.
- 10.4 The Purchaser/s herein shall not do or permit to be done any act deed or things which may render void or voidable any insurances of said Unit/s, Residential/s, whatsoever the case may be or other portions of the said project or cause any insurance premium to be increased in respect thereof.
- 10.6 Any indulgence given or shown by the **J.N. TOWER** in informing the terms of this agreement or any forbearance or giving time shall not be construed as a waiver or acquiescence on the part of the **J.N. TOWER** of any breach or non-compliance of any of the terms and conditions of this agreement by the Purchaser/s herein nor shall the same in any manner prejudice the rights of the **J.N. TOWER**.
- 10.7 All letters and notices issued by the **J.N. TOWER** and affixed on the notice board/s at the said Projects or sent to the Purchaser/s herein recorded address will be binding on the Purchaser/s herein and will effectively discharge the **J.N. TOWER**.
- 10.8 The Purchaser/s herein along with Purchaser/s/Occupier/s of other Unit/s, Residential/s, whatsoever the case may be and areas in the said Project will not require the **J.N. TOWER** to contribute towards the maintenance and service charges and other costs and expenses as mentioned under the **FIFTH SCHEDULE** hereunder written on account of the said Flat/s whatsoever the case may be and other spaces and areas which are not disposed of by the **J.N. TOWER** which is to be paid in the manner more fully and particularly mentioned, described, enumerated, provided and given at and under the **SIXTH SCHEDULE** hereunder written and/or given.

J.N. TOWER

Namun K.
Partner

J.N. TOWER

Ja Sachin Ghosh
Partner

- 10.9. Notwithstanding anything to the contrary contained in this agreement, it is agreed and made clear that the **J.N. TOWER** shall have the charges over the said Unit/s, Residential/s, whatsoever the case may be on account of due payment of the amounts of the said agreed consideration and all other amounts payable by the Purchaser/s in pursuance of this agreement. It is agreed that Purchaser/s by the **J.N. TOWER**, the Purchaser/s herein, shall not acquire any right, title or interest in respect of the said Flat/s whatsoever the case may be until and unless the Purchaser/s herein has/have duly paid to the **J.N. TOWER** all the amounts payable by the Purchaser/s herein as per the terms of this agreement and the Purchaser/s do/does not has/have the appropriate deed of conveyance in respect of the said Flat/s duly executed by the **OWNER** and **J.N. TOWER** and registered before the appropriate authority.
- 10.10. If the Purchaser/s herein fail or neglect to pay their proportionate share of common expenses or any other sums payable under this agreement when demanded by the **J.N. TOWER** and/or **OWNER** or the Maintenance Association, then the **J.N. TOWER** and/or **OWNER** or the Maintenance Association shall be at liberty to discontinue and disrupt the facilities provided to the said Flat/s whatsoever the case may be and enjoyed by the Purchaser/s and the Purchaser/s consent to the same and undertake/s not to raise any objection therefore.
- 10.11. So long as all the said Unit/s, Residential/s, and Areas of the Project are not disposed of and/or the Maintenance Company is not formed, whichever is later, the management of the affairs of the said Project are not disposed of and the Maintenance Company is not formed, the management of the affairs of the project and the right to realize the monthly maintenance and service charges as also the proportionate amounts of the rates and taxes and other dues from the respective Purchaser/s herein thereof and to make disbursement thereof continue to vest on the **J.N. TOWER** at its discretion as aforesaid.
- 10.12. In case there is delay in the **J.N. TOWER** fulfilling its obligations hereunder due to force majeure or any circumstances beyond the control of or not caused by the acts or omissions of the **J.N. TOWER**, the Purchaser/s herein shall not be liable for any damage nor for interest therefore.
- 10.13. All notices to be served hereunder by any or parties on the other shall without prejudice to any other mode of service available be deemed to have been served on the 7th day of the date of dispatch of such notice by prepared registered post with acknowledgement due at the address of the other party mentioned hereinabove or hereafter notified in writing the same being served. None of the parties shall raise any objection as to the service of the notice deemed to have been served as aforesaid.
- 10.14. All open spaces in the Project not belonging to the Purchaser/s herein or provided for under this agreement shall remain the property of the **J.N. TOWER** and the **J.N. TOWER** shall have the right to use transfer or sell the same in such manner as the **J.N. TOWER** shall in its absolute discretion think fit and proper.
- 10.15. Notwithstanding anything elsewhere herein contained any without prejudice to the right of the **J.N. TOWER** mentioned hereinabove it is clarified that in case the development of the Project is stopped continuously of a period of 90 days of more than the time limit with regard to payment mentioned in the Part-III of the **SECOND SCHEDULE** hereto shall stand extended by the period the development is stopped.

ARTICLE - X: DOCUMENTS RELATING TO TRANSFER AND COSTS

- 12.1 The form, contents, covenants, exceptions and restrictions of the documents relating to transfer (including the Agreement and conveyance) shall be such as may be drawn by such Learned Advocate of **J.N. TOWER**. The Purchaser/s herein shall bear the fees and charges of the said Advocates. The Purchaser/s herein shall get the conveyance of the said Unit/s, Residential/s, and the properties appurtenant thereto described in the **SECOND SCHEDULE** hereunder written executed and registered by **J.N. TOWER** in its/his/her/their favour within one month or without such times as may be extended by the **J.N. TOWER** after the Purchaser/s herein receive/s the notice in writing from the **J.N. TOWER** in this regard by paying the balance of all the considerations mentioned herein and shall for such purpose deposit with the **J.N. TOWER** the required amounts towards stamp duty, registration charges, lawyer's fee etc. within 10 days from the date of receipt of notice as aforesaid or within such time as may be extended by the **J.N. TOWER** in writing the said payments are as well more fully and particularly mentioned, described, enumerated, provided and given at and under the **SIXTH SCHEDULE** hereunder written and/or given.

J. N. TOWER
Narasimha Reddy
Partner

J. N. TOWER
J. S. Aditya Ghosh
Partner

- 11.2 The Purchaser/s herein agree/s from time to time to sign, execute, file and/or register all declarations, deeds and documents and to do all acts, deeds, matters and things as may from time to time be necessary or required by the **J.N. TOWER** in relation to the said Flat/s and also agree(s) to furnish, comply with and observe all the formalities from time to time as shall be necessary under any law for the time being in force.

ARTICLE – XI: ARBITRATION

If at any time there is a breach of terms of these presents or any dispute or difference between the parties hereof or in any manner whatsoever touching these presents, the same shall be referred to a sole Arbitrator will be appointed by the **J.N. TOWER** who shall proceed thereof as per the provisions and principles enshrined and enumerated under the Arbitration and Conciliation Act, 1996 and the rules framed there-under and the charges and amendment thereof from time to time and the shall be proceeded and finalized under the Kolkata jurisdiction only.

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

1 TERMS:

- 1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the [Apartment/Plot] as specified in para G.
 1.2 The Total Price for the [Apartment/Plot] based on the carpet area is Rs. _____ (Rupees _____ only ("Total Price") (Give break up and description):

Block /Building/Tower No. _____ Apartment No. _____ Type _____ Floor _____	Rate of Apartment per square feet*
Total price (in rupees)	

*Provide break up of the amounts such as cost of apartment, cost of exclusive balcony or verandah areas, cost of exclusive open terrace areas.

*Provide break up the amounts such as cost of plot, proportionate cost of common areas, taxes, maintenance charges as per para II etc. if/as applicable.

[AND] [if/as applicable]

Garage/Covered parking-1	Price for 1
Garage/Covered parking-1	Price for 2
Total price (in rupees)	

THE SCHEDULE ABOVE REFERRED TO

(Description of the total property)

ALL THAT piece and parcel of land measuring about **300.12 sq. Metres**, be the same a little more or less, being Premises No. 13-093 in Street No. 093 (12 M Wide) (Erstwhile Plot No. 3 in Block No. AB), Category – HIGI-II situated in the New Town, Police Station - New Town, District – North 24 Parganas, presently in the Panchayat Area, Mouza – Ghuni, J.L. No. 23 under Jyangra-Hatiara – II G.P., P.O. – New Town, Pin - 700156. Additional District Sub Registrar at Rajarhat

Explanation:

- (i) The Total Price above excludes 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 allottees or the competent authority, as the case may be, after obtaining the completion/occupancy certificate.
 Provided that in case there is any change/ modification in the taxes, the subsequent amount payable by the allottee to the promoter shall be increased/reduced based on such change/modification.
 Provided further that if there is any increase in the taxes after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the allottee.

J. N. TOWER

Namaya K.

Partner

J. N. TOWER

Jagdish Ghosh

Partner

- (iii) The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective.
- (iv) The Total Price of [Apartment/Plot] includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the [Apartment/Plot] and the Project.
- (v) **Definition of Area of Flat :-** Super built up area means (covered area plus proportionate area of staircase plus lift area) i.e. built up area plus 20 (Twenty) % service area.

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/ charge 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 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.

1.4. The Allottee (s) shall make the payment as per the payment plan set out in Schedule C ("Payment Plan").

1.5. It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at Schedule 'D' and Schedule 'E' (which shall be in conformity with the advertisement, prospectus etc. on the basis of which sale is effected) in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Allottee as per the provision of the Act.

Provided that 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 and liable to obtain occupancy certificate from concern authority.

1.6. [Applicable in case of an apartment] The Promoter shall confirm to the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate * is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area then the Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in Schedule C. All these monetary adjustments shall be made at the same rate per square feet as agreed in para 1.2 of this Agreement.

1.8. Subject to para 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the [Apartment/Plot] as mentioned below:

- (i) The Allottee shall have exclusive ownership of the [Apartment/Plot].
- (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the promoter shall hand over the common areas to the association of allottees after duly obtaining the completion certificate from the competent authority as provided in the Act.
- (iii) That the computation of the price of the [Apartment/Plot] includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per para 11 etc. and includes cost for providing all other facilities, amenities and specification to be provided within the [Apartment/Plot] and the Project.
- (iv) The Allottee has the right to visit the project site to assess the extent of development of the project and his apartment/plot, as the case may be.

1.9. It is made clear by the Promoter and the Allottee agrees that the [Apartment/Plot] along with _____ garage/ covered parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an

J.N. TOWER

Narasimhan Reddy

J.N. TOWER

Jagadish Ghosh

Part 11

independent, self-contained Project covering the said Land and is not a part of any other project of zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.

1.10. The Promoter agrees to pay all outgoing before transferring the physical possession of the apartment to the Allottees, 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 Allottees, 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 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/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 C] as may be demanded by the Promoter within the time and in the manner specified therein; Provided that if the allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules.

2. MODE OF PAYMENT:

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan [through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of J.N. TOWER payable at Kolkata as follows:-

- A) At the time of this execution 25 % of Total Consideration.
- B) At the time of Roof casting of Respective Floor 25 % of Total Consideration.
- C) At the time of Brick Work 20 % of Total Consideration.
- D) At the time of Finishing of the Flat 20 % of Total Consideration.
- E) Remaining 10 % on the Date of Possession or Registration whichever is earlier.

3. COMPLETE 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, 1934 and the Rules and Regulations made thereunder or any statutory amendments/modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

3.2. The Promoter accepts no responsibility in regard to matters specified in para 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

The Allottee authorizes the Promoter to adjust appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the allottee against the [Apartment/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. TIME IS ESSENCE:

The Promoter shall abide by the time schedule for completing the project as disclosed at the time of registration of the project with the Authority and towards handing over the [Apartment/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, specifications, amenities and facilities of the [Apartment/Plot] and accepted the floor plan, payment plan and the specifications, amenities and facilities [annexed along with this

J.N. TOWER

Narayan Patel

J.N. TOWER

Jagdish Ghosh

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

7. POSSESSION OF THE APARTMENT/PLOT:

7.1. Schedule for possession of the said [Apartment/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 specifications, amenities and facilities of the project in place on **Kolkata** unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the [Apartment/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 conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 days from that date. The promoter shall intimate the allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2. Procedure for taking possession – The Promoter, upon obtaining the occupancy certificate* from the competent authority shall offer in writing the possession of the [Apartment/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 fulfilment to any of the provisions, formalities, documentation on part of the Promoter. The Allottee, after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/association of allottees, as the case may be after the issuance of the completion certificate for the project. The promoter shall hand over the occupancy certificate of the apartment/plot, as the case may be, to the allottee at the time of conveyance of the same.

7.3. Failure of Allottee to take Possession of [Apartment/Plot] – Upon receiving a written intimation from the Promoter as per para 7.2, the Allottee shall take possession of the [Apartment/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 within the time provided in para

7.2 such Allottee shall continue to be liable to pay maintenance charges as specified in para 7.2.

7.4. Possession by the Allottee – After obtaining the occupancy certificate* and handing over physical possession of the [Apartment/Plot] the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of Allottee or the competent authority, as the case may be, as per the local laws.

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 deduct 20 % of the booking amount paid for the allotment. The balance amount of money paid by the allottee shall be returned by the promoter to the allottee within 45 days of such cancellation.

7.6. Compensation – The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the [Apartment/Plot] (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 7.1; or (ii) due to discontinuance of his business as a 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

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Narayan Paul

Promoter

J-N TOWER

Jagdish Chakraborty

Promoter

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 its becoming due;

Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the [Apartment/Plot] which shall be paid by the promoter to the allottee within forty-five days of it becoming due.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

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

- (i) The Promoter has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project.
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project.
- (iii) There are no encumbrances upon the said Land or the Project
[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].
- (iv) There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the [Apartment/Plot].
- (v) All approvals, licenses 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] 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/Plot] which will, in any manner, affect the rights of Allottee under this Agreement.
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [Apartment/Plot] to the Allottee in the manner contemplated in this Agreement.
- (ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the [Apartment/Plot] to the Allottee and the common areas to the association of allottee or the competent authority, as the case may be.
- (x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property.
- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the completion certificate has been issued and possession of apartment, plot or building, as the case may be, along with common areas (equipped with all the specification, amenities and facilities) has been handed over to the allottee and the association of allottees or the competent authority, as the case may be.
- (xii) No notice from the government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received upon the promoter in respect of 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/Plot] to the Allottee within the time period specified in para 7.1 or fails to complete the project within the stipulated time disclosed at the time of registration of the project with the authority. For the purpose of this para 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects including the provision of all specification, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority.
- ii. Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provision of the Act or the rules 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 interest.

J. N. TOWER

Namya Patel

J. N. TOWER

Jagdish Prakash

OR

- ii. The allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the money after deduction of 20% paid by the Allottee under any head whatsoever towards the purchase of the apartment, along with interest at the rate prescribed in the Rules within forty-five days of receiving the termination notice.

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

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

- i. In case the Allottee fails to make payments for consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate prescribed in the Rules.
- ii. In case of Default by Allottee under the condition listed above continues for a period beyond **2 (Two)** consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the [Apartment/Plot] in favor of the Allottee and refund the money paid to him by the allottee by deducting the hooking amount and the interest liabilities and this Agreement shall thereupon stand terminated.
- Provided that the promoter shall intimate the allottee about such termination at least thirty days prior to such termination.

10. CONVEYANCE OF THE SAID APARTMENT:

The Promoter on receipt of Total Price of the [Apartment/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 within 3 months from the date 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 occupancy certificate]. However, in case the Allottee Fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice,

the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee.

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

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

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

14. USAGE:

Use of Service Areas: The service areas, if any, as located within the (project name), shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tank, Pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plan. 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 or Plot], or the staircases, lifts, common passages, corridors, circulation areas, atrium or the

N. TOWER
 Navanjan Lal,
 Partner

N. TOWER
 Jagadish Ghosh
 Partner

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 tenable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

15.2 The Allottee further undertakes, assures and guarantees that he/she would not put sign-board/nameplate, neon light, publicity material or advertisement material etc. on the face façade of the Building or anywhere on the exterior of the Project, building therein or Common Areas. The Allottee 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/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 its electrical load in conformity with the electrical system 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 condition.

16. COMPLIANCE OF LAW, 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, regulation, notifications applicable to the project.

17. ADDITIONAL CONSTRUCTIONS:

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority(ies) and disclosed, except for as provided in the act.

18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Promoter executes this Agreement he shall not mortgage or create a charge on the [Apartment/Plot/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/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

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

20. BINDING EFFECT:

- (vii) 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-Register (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 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/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

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Narayan K.L.

J N. TOWER

Jagdish Kishor

to and enforceable against and 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 binding on the Promoter to exercise such discretion in the case of other Allottees.

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

25. SEVERABILITY:

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

26. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be the proportion which the carpet area of the [Apartment/Plot] bears to the total carpet area of all the [Apartment/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 _____ 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 Kolkata.

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 mentioned herein above.

It shall be the duty of the Allottee and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Allottee, as the case may be.

30. JOINT ALLOTTEES:

That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.

31. SAVINGS:

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

32. GOVERNING LAW:

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

33. DISPUTE RESOLUTION:

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the

J. N. TOWER

Narayan Lal,
Partner

J. N. TOWER

Jagdish Prasad,
Partner

Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled under the Arbitration and Conciliation Act, 1996.

[Please insert any other terms and conditions as per the contractual understanding between the parties, however, please ensure that such additional terms and conditions are not in derogation of or inconsistent with the terms and conditions set out above or the Act and the Rules and Regulations made thereunder]

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals on the day, month and year first above written.

SIGNED, SEALED & DELIVERED

At Kolkata in presence of the

1.

OWNER /VENDOR

2.

PURCHASERS

Drafted by me:-

DEVELOPER/CONFIRMING PARTY

MEMO OF CONSIDERATION

RECEIVED with thanks from the within named Purchasers a sum of Rs. _____/- (Rupees _____) only as an advance amount against the said flat, mentioned in the Second Schedule hereinabove as per memo given below:-

MEMO

Cheque / Pay order
/ Draft No.

Dated

Bank & Branch

Amount (Rs.)

Total:- _____

(Rupees _____) only

Witnesses :-

1.

2.

DEVELOPER/CONFIRMING PARTY

J. N. TOWER
Namayn Pul.
Partner

J. N. TOWER
Jagdish Chandra
Partner