

**AGREEMENT FOR SALE**

Date

Place

KOLKATA

Project Name :

AMBEINT WINDS

Buyer :

\_\_\_\_\_

Flat No :

r

Agreement Value :

-

1) PURNIMA BISWAS (PAN AXOPB6778P), wife of Late Rabindra Nath Biswas (2) RATHIN BISWAS (PAN AYAPB7930L), son of Late Rabindra Nath Biswas (3) GAUTAM BISWAS (PAN AYAPB7857J), son of Late Rabindra Nath Biswas (4) SANTANU BISWAS (PAN AVRPB8225C), son of Late Rabindra Nath Biswas (5) UTTAM BISWAS (PAN BLNPB7303N), son of Late Rabindra Nath Biswas (6) SOUMEN BISWAS (PAN AORPB7627B), son of Late Rabindra Nath Biswas (7) RUMA BISWAS (PAN AKSPB8746L), daughter of Late Rabindra Nath Biswas (8) UMA BISWAS (PAN AVTPB4319B), daughter of Late Rabindra Nath Biswas, all by faith-Hindu, by Nationality-Indian, residing at Purbalok, Post Office – Mukundapur, Purba Jadavpur now Survey Park, Kolkata-700099, District – 24 Parganas (South) hereinafter called and referred to as the **OWNERS** (which terms and expressions shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, successors, executors, administrators, representatives and assigns) of the **OTHER PART**.

**AND**

(1) \_\_\_\_\_.(PAN \_\_\_\_\_),son /wife /daughter \_\_\_\_\_, by faith-Hindu, by occupation- \_\_\_\_\_; by Nationality- Indian.residing at \_\_\_\_\_, Kolkata - . Police Station- \_\_\_\_\_ Post Office \_\_\_\_\_, Pin- 7000\_\_\_\_. hereinafter called and referred to as the **PURCHASERS** (which terms and expressions shall unless excluded by or repugnant to the subject or context be deemed to mean and include their heirs, successors, executors, administrators, representatives and assigns) of the **SECOND PART**

**ND**

**ARISTOCRAT RESIDENCES LLP, (PAN AAVFA9997R)**, a Limited Liability Partnership within the meaning of Limited Liability Partnership Act, 2008 having its principal place of business at 2, Church Lane, Room No.302A, 3<sup>rd</sup> Floor, Post Office – GPO, Police Station- Hare Street, Kolkata-700001 represented by its Partner **Sri Neeraj Sadani (PAN AYUPS9436N)**, son of Sri Lalit Kumar Sadani, by faith-Hindu, by occupation-Business, by Nationality-Indian, residing at 35 Rowland Road, Kolkata, Post Office- Lajpat Rai Sarani, Police Station- Ballygunge, Pin- 700020.

**ARTICLE –I**

**OWNERSHIP OF LAND.**

The manner in which the Owners above named have acquired right title and interest will appear from the **FIRST SCHEDULE** hereunder written and/or given.

**ARTICLE –II**

**DEVELOPMENT AGREEMENT & POWER OF ATTORNEY**

The Owners decided to develop the Project and for the purpose nominated and appointed the Developer to develop the land described in the Second Schedule hereunder written on such terms and conditions as contained in a Development Agreement dated 2<sup>nd</sup> May, 2017 registered before the District Sub Registered IV, South 24 Parganas and recorded in Book No.I, Volume No.1630-2017, Pages 39157 to 39201, Being No.163001329 for the year 2017. Accordingly the Developer has been duly authorised to build construct and erect Enter into Agreements, receive advances and sell and transfer the constructed spaces on the powers and authorities as contained in the Power of Attorney Being recorded in book No.I, volume No.1630-2017, Pages 43261 to 43292, Being No.163001459 for the year 2017.



Prior to execution of these presents the Purchaser /s has / have fully satisfied himself / herself /itself / themselves and has agreed not to raise any objection as to the: i) Title of the "OWNER" . ii) Has fully understood the terms and conditions contained in the agreement. iii) Has inspected the said **PLAN** sanctioned by Kolkata Municipal Corporation . iv) The right of the "DEVELOPER" to enter into these presents.v) The Purchaser/s herein further acknowledges that for the purpose of maintenance of the common parts and portions and for rendition of the common services making payment of the maintenance charges regularly and punctually is an essential condition of these presents.

#### ARTICLE-IX-

#### **DEFINITIONS IN THESE PRESENTS UNLESS IT IS REPUGNANT TO OR INCONSISTENT WITH THE FOLLOWING EXPRESSIONS SHALL HAVE THE FOLLOWING MEANINGS:**

a) **ARCHITECT** shall mean " **ANJAN UKIL**" or such other person, firm or firms, company or companies whom the "DEVELOPER" may appoint from time to time as the Architect of the Complex.

b) **ADVOCATE** shall mean " **AK Chowdhary and Co of 10 Old Post Office street , Room No 21 Kolkata 700001** " or such other person, firm or firms, company or companies whom the "DEVELOPER" may appoint from time to time as the Architect of the Complex.

c) **BUILDING** shall mean the **BLOCK** as has been identified and in the manner identified by the "DEVELOPER" that comprises the Said **FLAT AND/OR UNIT/Apartment**

d) **PARKING SPACE** shall mean the space for parking of a medium sized motor car and /or two wheeler and the said Parking Spaces will be located in the Ground Floor of in the complex and in case of open parking space as may be decided and identified by the "DEVELOPER".

e) **COMMON PARTS/ PORTIONS** in the **BUILDING** shall mean all such areas and facilities as mentioned in the **FIFTH SCHEDULE**.

f) **COMMON EXPENSES** shall mean those expenses incurred for rendition of Common Services to Common Portions. The details of such **COMMON EXPENSES** are provided in **SEVENTH SCHEDULE**.

g) **COMMON MAINTENANCE** shall mean those services rendered by the "DEVELOPER" or the **ASSOCIATION OF OWNERS**, for maintenance of the **COMMON PORTIONS**.

h) **COMPLEX** shall mean the Building comprising of several self contained residential units, parking spaces and common areas.

h) **OWNERS' ASSOCIATION** shall mean the Association of Owners who shall ultimately take over the management of maintenance services common

parts and portions forming part of the said Complex from the DEVELOPER as and when called upon by the DEVELOPER to do so. The said Owners' Association shall also be responsible for and also for rendition of all common services including any replacements and/or repairs to the various equipments and/or installations as may be necessary and/or required from time to time and the rules and regulations framed by such Holding Organization shall be common for all the **FLAT AND/OR UNIT** "and they shall be bound by the same

i) **OWNER/** shall mean 1) **PURNIMA BISWAS (PAN AXOPB6778P)**, wife of Late Rabindra Nath Biswas (2) **RATHIN BISWAS (PAN AYAPB7930L)**, son of Late Rabindra Nath Biswas (3) **GAUTAM BISWAS (PAN AYAPB7857J)**, son of Late Rabindra Nath Biswas (4) **SANTANU BISWAS (PAN AVRPB8225C)**, son of Late Rabindra Nath Biswas (5) **UTTAM BISWAS (PAN BLNPB7303N)**, son of Late Rabindra Nath Biswas (6) **SOUMEN BISWAS (PAN AQRPB7627B)**, son of Late Rabindra Nath Biswas (7) **RUMA BISWAS (PAN AKSPB8746L)**, daughter of Late Rabindra Nath Biswas (8) **UMA BISWAS (PAN AVTPB4319B)**, daughter of Late Rabindra Nath Biswas, all by faith-Hindu, by Nationality-Indian, residing at Purbalok , Post Office – Mukundapur, Purba Jadavpur now Survey Park, Kolkata-700099, District – 24 Parganas (South) and shall mean their legal heirs and successors, representatives, administrators, executors and assigns.

**DEVELOPER** shall mean **ARISTOCRAT RESIDENCES LLP, (PAN AAVFA9997R)** , a Limited Liability Partnership within the meaning of Limited Liability Partnership Act, 2008 having its principal place of business at 2, Church Lane, Room No.302A, 3<sup>rd</sup> Floor, Post Office – GPO, Police Station-Hare Street, Kolkata-700001 and shall mean its successor and successors-in-interest

j) **PLAN** shall mean the plan sanctioned by Kolkata Municipal Corporation and shall include any modification and/or alterations thereto and the Purchaser/s hereby consents to the same. Further any revised plan for vertical/lateral extension of the Complex may be submitted to Kolkata Municipal Corporation for approval

k) **PURCHASER/S** shall mean the intending Purchaser/s abiding to the terms herein including their heirs successors and legal representatives.

m) **PROJECT** shall mean the housing project "**AMBIENT WINDS** undertaken for construction, erection and completion of the said **COMPLEX** to be constructed in accordance with the said **PLAN** at the said **PREMISES**

n) **LAND SHARE** shall mean the area of land forming part of the Flat in proportion to the land area described in the **SECOND SCHEDULE** and the same shall be determined by the "**ARCHITECT** upon completion of the said Complex and the Purchaser/s hereby consent/s to the same.

o) **SALEABLE AREA** shall mean the area and the proportionate share or interest forming part of the common parts and portion and the Architect shall determine the area occupied by various amenities/facilities

p) **SPECIFICATIONS** shall mean and include the various specifications, brief details as are mentioned in the **FOURTH SCHEDULE** hereunder written and such specifications may be altered and/or changed and/or modified as may be required by the Architect from time to time in its absolute discretion and in the event of any Purchaser/s requiring any upgraded specification and/or better specification for a particular **FLAT AND/OR UNIT** then the Purchaser/s so requiring such upgraded specification shall be required to pay and bear such extra costs as may be decided by the “**DEVELOPER**”.

q) **SAID FLAT AND/OR UNIT** shall mean as defined in **THIRD SCHEDULE** below

#### ARTICLE-X

**INTERPRETATIONS** a)Wherever any expenses or costs are mentioned to be borne or paid proportionately by the Purchaser/s, then the portion of the whole amount payable by the Purchaser/s shall be in proportion to the area of the Purchaser/s/'s respective **FLATS AND/OR UNITS**, which will also include the proportionate area of the total common areas.

b)Any reference to statute shall include any statutory extension or modification or enactment of such statute, any rules, regulations or orders there under.

c)Any covenant by the Purchaser/s not to act or do anything shall be deemed to include their obligation not to permit the said act or things to be done.

d)Singular number shall include plural and vice versa.

e)Masculine gender shall include feminine and neuter genders and vice versa.

f)The paragraphs heading do 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 the interpretation.

#### ARTICLE-XI

**COMMENCEMENT AND CONDITION PRECEDENTS** These presents shall be deemed to have commenced on and with effect from the date of execution of this Agreement, hereinafter referred to as the **COMMENCEMENT DATE**.The Super Built up area of the **FLAT AND/OR UNIT** is tentative and is subject to final determination on completion and finishing of the **FLAT AND/OR UNIT**. For such final determination, the Parties confirm, accept and assure each other that the certificate of Architect and/or such other architect or architects that the “**DEVELOPER**” may appoint from time to time, shall be final and binding on the Parties and none of the Parties shall be entitled to question and raise any objection and /or challenge the same at any time or under any circumstances.

#### ARTICLE-XII-

#### SUBJECT MATTER OF SALE AND BASIC UNDERSTANDING

a)The “**DEVELOPER**” has agreed to sell and transfer and the Purchaser/s

has agreed to purchase and acquire on the terms and conditions stipulated herein the said **FLAT AND/OR UNIT** and the properties appurtenant thereto subject to the Purchaser/s making payment of all the amounts agreed to be paid by the Purchaser/s to the “**DEVELOPER** ” also performing and observing all other terms and conditions hereinafter appearing.

b)The **COMMON PARTS** and **PORTIONS** in the **BLOCK** and the **COMMON PARTS** and **PORTIONS** in the **COMPLEX** be such as shall be necessary or be required and as thought fit and determined by the “**DEVELOPER** ” or /**ARCHITECT** for the beneficial enjoyment of the said **FLAT AND/OR UNIT** the properties appurtenant thereto.

c)The right of the Purchaser/s shall remain restricted to the said **FLAT AND/OR UNIT** only and the properties appurtenant thereto and the Purchaser/s shall have no right nor shall claim any right over and in respect of any other Units and/or the roof and/or open spaces and/or Common Parts and Portions of other Block/s and the “**DEVELOPER** ” shall have the exclusive right to deal with the same.

d)The Purchaser/s confirm/s, accept/s and assure/s the “**DEVELOPER** ” that the Purchaser/s has/have the financial and other resources to meet and comply with all financial and other obligations under this Agreement, punctually.

e)The Purchaser/s acknowledge/s at or before entering these presents that the “**DEVELOPER** ” has made known to the Purchaser/s that the “**DEVELOPER** ” shall be entitled to acquire any other piece or parcel of land adjoining or contiguous to the said Residential Area (hereinafter referred to as the **ADDITIONAL AREA**) and shall be entitled to provide all facilities and/or utilities existent the said Residential Area to any new building and/or buildings which may be constructed on the said Additional Area including any access and/or for the purpose of ingress in and egress from and/or through the common parts and portions of the said Residential Area to the new building and/or buildings which may be constructed on the Additional Area including drainage, sewerage, transformer, generator, cable ducts, water lines, and such other facilities and/or amenities and/or utilities which are to be provided in the said Complex and or Residential Area in terms of this agreement.

## **ARTICLE-XIII**

### **CONSIDERATION AND PAYMENT**

a) In consideration of the above the Purchaser/s has agreed to pay to the “**DEVELOPER** ” a sum of Rs \_\_\_\_\_/-- (**Rupees** \_\_\_\_\_ **only** (hereinafter collectively referred to as the **CONSIDERATION AMOUNT**). The purchaser has agreed to and shall pay Goods and Service tax ( **GST** ) or any other taxes or duties which may be levied at the applicable rates in addition to the consideration amount.

b)The said consideration amount shall be paid in the manner as appearing in

the **SIXTH SCHEDULE** hereunder written.

c) Time for payment shall always be the essence of the Contract. It would not be obligatory on the part of the " **DEVELOPER** " to send any notice or letter calling upon the Purchaser/s to make payment of the amounts agreed to be paid by the Purchaser/s and in the event of any default on the part of the Purchaser/s in making payment of any of the amounts agreed to be paid in terms of this agreement then and in that event without prejudice to any other right which the " **DEVELOPER** " may have the " **DEVELOPER** " shall be entitled to claim interest at the rate of 18%(eighteen percent) per annum on all amounts remaining in arrears till such time the said amounts are recovered and any delay in making payment of the consideration amount shall consequently mean that the obligations as to time frame for the developer shall be accordingly extended automatically.

d) All payments shall be paid at the office of " **DEVELOPER** " against proper receipts being granted by the " **DEVELOPER** " it being expressly agreed that the Purchaser/s shall not be entitled and agrees not to set up any oral agreement regarding payments and due performance and observance of the terms and conditions herein contained.

## ARTICLE-XIV

## CONSTRUCTION, ERECTION, COMPLETION AND POSSESSION

a) The said **BLOCK** will be constructed erected and completed in accordance with the said plan and with such specifications (more fully and particularly mentioned, described, explained, enumerated, provided and given in the **FOURTH SCHEDULE** hereunder written) and/or with such materials as may be recommended by the Architect from time to time and the Purchaser/s hereby consents to the Architect changing and/or replacing any material and/or specification with such other material and/or specification as the Architect may think fit.

b) Subject to force majeure, within 30 months the "**DEVELOPER**" shall make the **FLAT AND/OR UNIT** habitable and give notice to the Purchaser/s and the Purchaser/s shall, within 15 (fifteen) days of date of the Notice, take possession of the **FLAT AND/OR UNIT** and the properties appurtenant thereto, after fulfilling all obligations under these presents.

c) The "**DEVELOPER**" shall be entitled to a grace period of six months (hereinafter referred to as the **GRACE PERIOD**) if the "**DEVELOPER**" fails to deliver the Possession of the Said **FLAT AND/OR UNIT**. For the purpose of determination that there had been an embargo on the "**DEVELOPER**" in performing its obligation the decision of the Architect shall be final and binding on the parties.

d) For the purpose of completion of the said **BLOCK** and/or the **FLAT AND/OR UNIT**, the said **FLAT AND/OR UNIT** shall be deemed to have been completed if provided with electricity, (through sub meter) water and drainage facilities and the completion certificate is granted by the Architect and it would not be necessary that the other common parts and portions of the Complex are complete and the Purchaser/s agrees not to raise any objection and/or hindrance and the "**DEVELOPER**" shall be entitled to continue with the completion of the common parts and portions without any obstruction or hindrance by the Purchaser/s or any person and/or persons claiming through or under him/her/it.

e) Within fifteen days from the date of notice being given by the "**DEVELOPER**" to the Purchaser/s regarding completion of the said **FLAT AND/OR UNIT** the Purchaser/s shall take over possession of the said **FLAT AND/OR UNIT** upon making payment of all amounts agreed to be paid by the Purchaser/s in terms of this Agreement it being expressly agreed and declared that in no event the Purchaser/s shall be entitled to take over possession and/or claim possession until such time all amounts agreed to be paid by the Purchaser/s are paid and discharged but so far as the payment of municipal rates taxes and other outgoings (hereinafter referred to as the **RATES AND TAXES**) including payment of the maintenance charges (hereinafter referred to as the **MAINTENANCE CHARGES**) in respect of the said **FLAT AND/OR UNIT** is concerned. The Purchaser/s assures and commits himself/herself/itself to make payment of such rates and taxes and maintenance charges payable in respect of the said **FLAT AND/OR UNIT** and the Properties Appurtenant thereto from the date of the letter of

possession.

f) Request for up-gradation of materials and/or specification from the Purchaser/s will not be entertained at any stage of development. This will not preclude the Purchaser/s from suggesting any relocation of doors only before brickwork commences and the " **DEVELOPER** " may undertake the same at its absolute discretion at Extra Cost.

g) From the Date of Possession and/or permissive possession to carry out interior work all outgoing in respect of the **FLAT AND/OR UNIT** and the properties appurtenant thereto including the proportionate share of the common expenses/maintenance charges mentioned in the Seventh Schedule hereto shall become payable by the Purchaser/s.

#### **ARTICLE XV :**

**DEPOSITS** At or before taking Possession of the said **FLAT AND/OR UNIT** in addition to the Consideration Amount and Other Charges, referred above, committed to be paid by the Purchaser/s the Purchaser/s shall be liable and has agreed to make payment of the following

- i) Rs \_\_\_\_\_XXXXX/- Towards Sinking Fund @ Rs. 50/- per sq ft
- ii) Rs. \_\_\_\_\_XXXXXXXX/- Towards Maintenance Deposit @ Rs.3.50/- per sq ft
- iii) Proportionate cost for Transformer , if any ,
- iv) Rs. 10,000/- Association Formation Cost as extra costs .

ii) For Separate/Individual Meter to the /**FLAT AND/OR UNIT** the Purchaser shall pay the applicable costs and expenses and incidental costs and expenses.

iii) The purchaser shall obtain individual electrical connection **FLAT AND/OR UNIT** at its own cost and expenses as may be required and pay the required security deposit and other allied costs and expenses.

iv) The Purchaser shall pay Rs 35,000/- as legal charges for the preparation of this Agreement and execution and registration of Deed of Conveyance in the manner as stated hereinafter.

It being clarified that the Purchaser/s shall not claim possession or have possession of the said **FLAT AND/OR UNIT** unless and until he has paid the Consideration Amount and/or. Other Charges and/or the Deposits and all other Charges as stated in these presents.

## ARTICLE-XVI

### MANAGEMENT OF MAINTENANCE SERVICES

The Purchaser/s acknowledges that it is necessary that the DEVELOPER shall carry out the maintenance services till such time the DEVELOPER intends to do so and the Purchaser herein as a member of the Association shall take over the management of maintenance services through the Association.

The " DEVELOPER " shall frame the rules of the Association and the Purchaser/s agrees to abide by the rules and regulations.

The Purchaser/s agrees to regularly and punctually make payment of the proportionate share of municipal rates and taxes until such time the said **FLAT AND/OR UNIT** is mutated in the name of the Purchaser/s including the maintenance charges and/or service charges.

The purchaser shall in any event have its name mutated within a period of twelve months from the date of possession.

The Purchaser/s further acknowledges that timely payment of the said maintenance charges is a must in as much as nonpayment thereof is likely to adversely affect the other **FLAT AND/OR UNIT** " DEVELOPER " and/or cause disruption in the common services to be provided to other **FLAT AND/OR UNIT** and as such the Purchaser/s herein has agreed to regularly and punctually make payment of the said maintenance charges and in the event of any default of the Purchaser/s in making payment of the maintenance and/or service charges and if such default continues for a period of two months then and in that event without prejudice to any other right which the " DEVELOPER " may have, the " DEVELOPER " shall be entitled to and the Purchaser/s hereby consents to the " DEVELOPER ":

- i) Disconnecting the supply of electricity.
- ii) Disconnecting the supply of water.
- iii) Preventing the use of lifts by the Purchaser/s and/or its visitors.
- iv) Withdraw all the common services to be provided by until such time all amounts lying in arrears are paid together with interest at the rate of 18% (Eighteen Percent) per annum.

The Purchaser/s agrees not to become a member of any other Syndicate/Maintenance Company/Holding Organization and to avail of the common services to be rendered by such Maintenance Company/Syndicate appointed by the " DEVELOPER " through none else.

## ARTICLE-XVII

### DEFAULT IN PAYMENT

a) Time for payment and due performance and observance of the terms and conditions herein contained shall always remain as the essence of the contract.

b) In the event of the Purchaser/s failing to make payment of any amounts within a period of 30 days from the date of demand, any delay thereafter

shall attract interest @ 18% on the defaulting amount from the due date to the date of actual payment which the Purchaser consents and agrees to pay to the DEVELOPER without any reservation whatsoever.

c) Upon the Purchaser/s committing default to make payment the " DEVELOPER " shall have the sole discretion to termination and/or determination this agreement. Upon such termination and/or determination by the " DEVELOPER " the Purchaser/s shall cease to have any right over and in respect of the said **FLAT AND/OR UNIT** and the properties appurtenant thereto or under this Agreement and upon such termination and/or determination the " DEVELOPER " shall be entitled to forfeit a sum equivalent to 10% (ten percent) of the total amount of the consideration due at the date of the said termination and the " DEVELOPER " shall be entitled to enter into agreement for sale and transfer of the said **FLAT AND/OR UNIT** and properties appurtenant thereto without any obstruction and/or hindrance from the **PURCHASER** excepting that the Purchaser/s shall be entitled to receive refund of the Refundable Amount and such Refundable Amount shall be paid by the " DEVELOPER " only after the " DEVELOPER " has entered into an agreement for sale and transfer of the said **FLAT AND/OR UNIT** and the properties appurtenant thereto with any other person and/or persons and the Purchaser/s consents to the same by forfeiting and / or the Purchaser/s making payment of a sum calculated @ of 10% of the total consideration.

#### **ARTICLE-XVIII**

**NOMINATION** : The Purchaser shall not substitute his/her name with the name of nominee before the expiry of one year from the date of booking and the nomination shall be subject to prior approval of the vendor/developer. However for nomination after execution of this agreement Rs.100/- (Rupees One Hundred) per square feet of the flat area shall be paid to the vendor/developer by the purchaser and/or its nominee. In case of any intended nomination all amounts payable by the Purchaser to the Developer till the date of nomination shall be cleared, failing which no nomination shall be allowed.

**CANCELLATION:** 1) On cancellation of Agreement for Sale at the instance of the purchaser , the purchaser has authorised the DEVELOPER to deduct 5% of consideration amount and the balance thereof shall be refunded to the Purchaser herein. The refund shall be made to the Purchaser without any interest within 120 days from the date of approval of cancellation by the DEVELOPER .

2) If the due amount is not paid within 120 days from the date of demand then the vendor/developer shall have the right to determine this Agreement upon notice to the purchaser. In that event the vendor/developer shall have right to deduct penalty equal to 5% on consideration amount along with the amount of interest @ 18% on the amount due from the due date till the date of cancellation. The refund shall be made to the Purchaser without any interest within 120 days from the date of approval of cancellation by the DEVELOPER .

## ARTICLE-XIX

### COVENANTS

a) The Purchaser/s has examined the **PLAN** under proper guidance and is acquainted with the Block and Complex that will be constructed on the Said Premises and the Purchaser/s has identified his requirement as stated in this Agreement and agrees that he shall neither have nor shall claim any right over any portion of the Block/Complex/Premises save and except the **FLAT AND/OR UNIT** and the properties appurtenant thereto.

b) The Purchaser/s admits and accepts that the “ **DEVELOPER** ” shall have the first charge and/or lien over the **FLAT AND/OR UNIT** and the properties appurtenant thereto for all amounts remaining outstanding from the Purchaser/s.

c) The Purchaser/s admits and accepts that the “ **DEVELOPER** ” and/or his employees and/or agents and/or contractors shall be entitled to use and utilize the Block Common Portions and the Complex Common Portions for movement of building materials and for other purposes as may become necessary for completing the Construction of the Complex and/or extension thereof and the Purchaser/s shall not raise any objection in any manner whatsoever with regard thereto.

d) The Purchaser/s consents to appointment of the Maintenance Company/Holding Company by the “ **DEVELOPER** ” and from the date of possession of the said **FLAT AND/OR UNIT** the Purchaser/s agrees and covenants:

a) **To Co-Operate** With The Other Co-Purchaser/s and the “ **DEVELOPER** ” Holding Company In The Management And Maintenance Of The Block/Complex.

b) **TO OBSERVE** the rules framed from time to time by the “ **DEVELOPER** ” and/or the Holding Company and upon formation by the Association or Co-operative Society or Private Limited Company for quiet and peaceful enjoyment of the Complex as a decent place for living.

c) **TO ALLOW** the “ **DEVELOPER** ” with or without workmen to enter into the said **FLAT AND/OR UNIT** for the purpose of maintenance and repairs.

d) **TO PAY** and bear the common expenses and other outgoings and expenses since the date of possession and also the rates and taxes for and/or in respect of the said building including the Other payments as mentioned in the **SIXTH SCHEDULE PART – II** hereunder written proportionately for the building and/or common parts/areas and wholly for the said **FLAT AND/OR UNIT** and/or to make deposit on account thereof in the manner mentioned hereunder to or with the “ **DEVELOPER** ” and upon the formation of the association or Co-operative Society or Private Limited Company. Such amount shall be deemed to be due and payable on and from the **DATE OF POSSESSION** irrespective of the Purchaser/s taking actual possession of the said **FLAT AND/OR UNIT** at a later date or the said **FLAT AND/OR UNIT** has been taken possession of or not by the Purchaser/s.

- e) **TO DEPOSIT** the amounts reasonably required with the “ **DEVELOPER** ” and upon the formation with the association or co-operative society or private limited company as the said case may be towards the liability for the rates and taxes and other outgoings.
- f) **TO PAY** charges for electricity in or relating to the said **FLAT AND/OR UNIT** wholly and proportionately relating to the **COMMON PORTIONS**.
- g) **TO PAY** maintenance charges, both Fixed and Variable Charges, regularly as indicated in the **SIXTH SCHEDULE** below, on the basis of the bills as raised by the “ **DEVELOPER** ” Maintenance Company/Holding Organization, as the case may be, without claiming any deduction or abatement in any manner or on any account, from the date of possession. The Purchaser/s further accepts and confirms that on default of payment of maintenance charges by the Purchaser/s, the “ **DEVELOPER** ” shall have the right to disconnect the water connection to the said **FLAT AND/OR UNIT**.
- h) **NOT TO** sub-divide the said **FLAT AND/OR UNIT** and/or the parking space or any portion thereof.
- i) **NOT TO** do any act deed or thing or obstruct the construction or completion of the said building in any manner whatsoever and notwithstanding any temporary construction in the Purchaser/s enjoyment of the said **FLAT AND/OR UNIT**.
- j) **NOT TO** throw dirt, rubbish or other refuse or permit the same to be thrown or accumulated in the said building and/or compound or any portion of the building.
- k) **NOT TO** store or bring and allow to be stored and brought in the said **FLAT AND/OR UNIT** any goods or hazardous or combustible nature or which are so heavy as to affect or endanger the structures of the building or any portion of the building, any fittings or fixtures thereof including windows, floors etc. in any manner.
- l) **NOT TO** hang from or attach to the beams or rafters any articles or machinery which are heavy or likely to affect or endanger or damage the construction of the building or any part thereof.
- m) **NOT TO** fix or install air conditions in the said **FLAT AND/OR UNIT** save and except at the places which have been specified in the said **FLAT AND/OR UNIT** for such installation.
- n) **NOT TO** do or cause anything to be done in or around the said **FLAT AND/OR UNIT** which may cause or tend to cause or that amount to cause or affect any damage to any flooring or ceiling of the said **FLAT AND/OR UNIT** or adjacent to the said **FLAT AND/OR UNIT** or in any manner interfere with the use and rights and enjoyment thereof or any open passages or amenities available for common use.

- o) **NOT TO** damage or demolish or cause to be damaged or demolished the said **FLAT AND/OR UNIT** or any part thereof or the fittings and fixtures affixed thereto.
- p) **NOT TO** close or permit the closing of verandahs or lounges or balconies or lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the verandahs, lounges or any external walls or the fences, of external doors and windows of the said **FLAT AND/OR UNIT** which in the opinion of the "**DEVELOPER** " differs from the colour scheme of the building or deviation or which in the opinion of the "**DEVELOPER** " may affect the elevation in respect of the exterior walls of the said building.
- q) **NOT TO** install grills the design of which have not been suggested or approved by the Architect.
- r) **NOT TO** do or permit to be done any act or thing which may render void or make voidable any insurance in respect of the said **FLAT AND/OR UNIT** or any part of the said building or cause increased premium to be payable in respect thereof if the building is insured.
- s) **NOT TO** raise any objection whatsoever to the "**DEVELOPER** " dealing with all the unsold and open areas in the Complex in the manner as deemed fit and proper by the "**DEVELOPER** " subject to approval by the concerned authority.
- t) **NOT TO** make in the said **FLAT AND/OR UNIT** any structural addition and/or alteration such as beams, columns, partition walls etc. or improvement of a permanent nature except with the prior approval in writing of the "**DEVELOPER** " and/or any concerned authority.
- u) The Purchaser/s shall not fix or install any antenna on the roof or terrace of the said building nor shall fix any window antenna excepting that the Purchaser/s shall be entitled to avail of the cable connection facilities to be provided by the "**DEVELOPER** " to the Purchaser/s and also the other "**DEVELOPER** " of the units in the said premises at their cost.
- v) **NOT TO** use the said **FLAT AND/OR UNIT** or permit the same to be used for any purpose whatsoever other than residential purpose and shall not use for the purpose which may or is likely to cause nuisance or annoyance to occupiers of the other portions of the said building or to the "**DEVELOPER** " and occupiers of the neighboring premises or for any illegal or immoral purpose or as a Boarding House, Club House, Nursing Home, Amusement or Entertainment Centre, Eating or Catering Place, Dispensary or a Meeting place or for any commercial or industrial activities whatsoever and similarly shall not keep in the car parking space, if allotted, anything other than private motor car and/or motor cycle in the two wheeler parking spaces and shall not raise or put up any kutchra or pucca construction grided wall/enclosures thereon or part thereof and shall keep it always open as

before. Dwelling or staying of any person or blocking any putting any articles shall not be allowed in the parking space.

w) **NOT TO** claim any right whatsoever over and in respect of the **COMMON PARTS AND PORTIONS** in other Block/s and/or **COMMON PARTS AND PORTIONS** in the Complex.

x) **NOT TO** use the allocated car / two wheeler parking space or permit the same to be used for any other purpose whatsoever other than parking of its own car/two wheeler.

y) **NOT TO** park car on the pathway or open spaces of the building or at any other place except the space allotted to it and shall use the pathways as would be directed by the " **DEVELOPER** " .

z) **TO ABIDE** by such building rules and regulations as may be made applicable by the " **DEVELOPER** " before the formation of the Holding Organization and after the holding organization is incorporated to comply with and/or adhere to the building rules and regulations of such holding organization.

aa) **NOT TO** claim partition of its undivided right, title and interest in the land attributable to the said **FLAT AND/OR UNIT**.

bb) **NOT TO** place any signboard, hoarding, signage on the outer and / or inner wall except a reasonably sized nameplate outside the main door to the **FLAT AND/OR UNIT**.

**ARTICLE XX**

**TRANSFER OF OWNERSHIP OF FLAT AND/OR UNIT.** The transfer shall be completed upon the " **DEVELOPER** " causing execution and registration of the Transfer Deed in favour of the Purchaser/

**ARTICLE XXI :**

**INTERIM MANAGEMENT OF MAINTENANCE SERVICES:** Till formation of the Holding Company, subject to all **FLAT AND/OR UNIT** buyers paying the Common Expenses/Maintenance Charges, the " **DEVELOPER** " shall be obliged to manage and maintain the Block Common Portions and the Complex Common Portions

**ARTICLE XXII**

**FORCE MAJEURE**

a) The " **DEVELOPER** " shall not be regarded in breach of any of the terms and conditions herein contained and on the part of the " **DEVELOPER** " to be performed and observed if it is prevented by any of the conditions herein below:

i). Fire.

ii). Natural calamity.

iii). Tempest.

iv). Labour unrest.

v). Any prohibitory order from the Courts, Kolkata Municipal Corporation and other authorities.

- vi). Any local problems/disturbances
- vii). Any other unavoidable circumstances beyond the control of the " **DEVELOPER** " .

**ARTICLE XXIII:**

**MISCELLANEOUS** a) These presents supersedes all the earlier agreements, memorandums, brochures and/or arrangements between the Parties hereto and the parties hereto shall be bound by the terms and conditions herein contained.

b) These presents has/have been prepared in duplicate. The original of this Agreement has been made over to the Purchaser/s and it shall be the Obligation and responsibility of the Purchaser/s to cause this agreement to be registered upon making payment of the stamp duty and registration charges payable in respect thereof and upon notice being given the " **DEVELOPER** " shall remain present to admit the execution thereof.

c) In the event the " **DEVELOPER** " being saddled with any tax liability including service tax on account of the transfer of the stamp duty and registration charges the Purchaser/s has/have agreed to pay the same to the " **DEVELOPER** " .

d) These presents is personal and the Purchaser/s shall not be entitled to transfer, let out, mortgage, grant lease in respect of the said **FLAT AND/OR UNIT** without the consent in writing of the " **DEVELOPER** " until such time the full amount of consideration has been paid by the Purchaser/s to the " **DEVELOPER** " and the Purchaser/s performing and observing all the other terms and conditions herein contained and on the part of the Purchaser/s to be performed and observed.

e) The right of the Purchaser/s shall remain restricted to the said **FLAT AND/OR UNIT** and the Properties Appurtenant thereto and in no event the Purchaser/s shall be entitled and hereby agrees not to claim any right in respect of the other parts or portions of the said building and the said Premises.

g) For the purpose of facilitating the construction of the said **FLAT AND/OR UNIT** in the aforesaid building the " **DEVELOPER** " may apply for and obtain financial assistance from banks and other financial institutions.

h) The name of the **COMPLEX** shall be " Project **AMBIENT WINDS** " and will not be changed.

i) The " **DEVELOPER** " and the Purchaser/s has/have entered into this Agreement purely on principal to principal basis and nothing stated herein shall be deemed to constitute a partnership between the " **DEVELOPER** " and the Purchaser/s or to be construed as a joint venture or joint ventures between the Purchaser/s and the " **DEVELOPER** " nor shall the " **DEVELOPER** " and the Purchaser/s constitute an association of persons. Each party shall keep the other party duly indemnified from and against the

same.

j) The " **DEVELOPER** " shall be entitled to all future vertical/lateral expansion of the said BLOCK and/or the complex by way of additional construction or otherwise and the Purchaser/s has agreed not to raise any objection in any manner whatsoever or howsoever. In the event the DEVELOPER makes any additional construction the undivided share in the land shall stand reduced to such extent and the Purchaser consent to the same and relinquishes and waives all rights in respect thereof.

k) These presents contains the entire Agreement of the parties and no oral representation or statement shall be considered valid or binding upon either of the parties nor shall any provision of this Agreement be terminated or waived except by written consent by both the parties. The Purchaser/s acknowledges upon signing this agreement, no other conditions, stipulations, representations, guarantees or warranties have been made by the " **DEVELOPER** " other than what is specifically set forth herein.

l) It is hereby expressly agreed by and between the parties hereto that nothing herein contained shall be construed to be a "Works Contract" and it is hereby further agreed by and between the parties hereto in the event of the " **DEVELOPER** " being liable to make payment of any Sales Tax or Service Tax or any other statutory tax or duty or levy in respect of this Agreement, the Purchaser/s shall be liable and agrees to make payment of the same at or before taking over possession of the said **FLAT AND/OR UNIT**.

m) If any provision of these presents or the application thereof, to any circumstance, shall be invalid or unenforceable to some extent, the remainder of this Agreement shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by the law. If any such provision is so held to be invalid, illegal and unenforceable, the Parties hereto undertake to use their best efforts to reach a mutually acceptable alternative to give effect to such provision in a manner, which is not invalid, illegal and unenforceable.

n) The "**DEVELOPER** " shall have exclusive right over all open areas, unsold constructed areas within the premises as well as the area/s and/or portion/s and/or part/s of the premises separately held and/or occupied by the "**DEVELOPER** " herein at and under the premises, which are not specifically allotted to any other person/s. It is pertinent hereto mention that the " **DEVELOPER** " herein is/are holding and/or possessing and/or seizing demarcated and specified portion at the premises which is to be used, occupied, enjoyed, possessed and held by the "**DEVELOPER** " herein and/or its/his/her assigns, representatives and/or transferee/s in the same manner as an "**DEVELOPER** " can use, occupy, seize, possess and have free from all objection/s and/or claim and/or demand from any the Purchaser/s herein and/or any person whomsoever representing any person/s and the "**DEVELOPER** " herein accordingly shall have the right, title and interest at and upon all ingress and/or egress of the all phases of the

project hereof and/or the premises and or the complex , larger and smaller in every manner whatever available thereto.

o) Upon the Real Estate Regulation Act being notified in the State of West Bengal and/or any other statute being enforced with regard to real estate development the instant Agreement shall be modified to the extent as required under the said Act and this Agreement shall be supplemented by incorporating the relevant provisions of the said Act after the same being notified and the parties shall sign and execute the said agreement as may be required.

p) For the purpose of area of the unit intended to be sold the measurements are indicated as carpet area in square feet, however, for the purpose of payment of stamp duty the area shall be calculated on super built basis i.e. 20% of the area over and above the carpet area.

p) The hoarding of “**AMBIENT WINDS**” may be erected in any of the **BLOCK** inside the Complex

#### **ARTICLE-XXIV**

**DOCUMENTATION**\_:The Advocate nominated by the “ **DEVELOPER** ” shall draw all papers, documents and drafts required for and/or in connection with the various common purposes relating to the said building and formation of the association or Co-operative Society or Private Limited Company as envisaged herein and such documents containing covenants to be observed on the part of the parties hereto as in the sole direction of the said Advocates' be determined to be reasonable and the costs and expenses of the same shall be borne and paid by the Purchaser/s as follows.

13.2 The Purchaser/s shall on or before the execution of this agreement pay the applicable charges for the preparation of this agreement.

13.3 Stamp duty, registration charges and other incidental expenses and/or in relation to conveyance of the said **FLAT AND/OR UNIT** and for obtaining approval and consent necessary for such transfer and also any other assurances, deeds required to be made for or in relation thereto shall be borne and paid by the Purchaser/s.

13.4 At or before taking delivery of possession the Purchaser/s shall also pay the estimated cost and expenses to cover the aforesaid stamp duty, registration charges and other incidental expenses and/or in relation to Registration of Deed of Conveyance of the said **FLAT AND/OR UNIT**.

13.5 In the event the Purchaser takes delivery of possession but does not call upon the Vendorto execute the Deed of Conveyance all liabilities , penalties including those related to taxes and related expenses arising out of non registration of Deed of Conveyance shall be the exclusive and sole liability of the Purchaser and the **DEVELOPER** shall not in any manner be responsible for the same and the Purchaser shall keep the **DEVELOPER**

fully indemnified for the same.

**ARTICLE XXV**

**NOTICE** All notices to be served hereunder by either of the parties to the other shall be deemed to have been served on the 15<sup>th</sup> day of the date the same has been delivered for dispatch to the postal authority by registered post with acknowledgement due at the last known address of the parties hereto.

**ARTICLE-XXVI**

**ARBITRATION** :All disputes and differences between the parties hereto regarding the construction or interpretation of any of the terms and conditions herein contained or touching these presents or determination of any liability shall be referred to the arbitration by the arbitrator appointed by the "DEVELOPER ". Arbitration shall be conducted under the provisions of the Arbitration and Conciliation Act, 1996.

**ARTICLE-XVII**

**JURISDICTION** In connection with the aforesaid arbitration proceedings and all other proceedings the courts in Kolkata only shall entertain and try all actions, suits and proceeding arising out of this agreement.

## DEVOLUTION OF TITLE

### THE FIRST SCHEDULE

Whereas one Purnima Biswas purchased All That the piece and parcel of land measuring 20 Cottahs 9 Chittacks 32 Sq.ft. more or less by two separate Deeds of conveyance dated 13.09.1973 and 07.12.1973, both registered in the office of the District Sub Registrar at Alipore and recorded in Book No.I, Volume No.137, Pages 169 to 176, Being No.4968 for the year 1973 and in Book No.I, Volume No.173, Pages 157 to 165, Beign No.6244 for the year 1973.

And whereas while seized and possessed of one Goutam Biswas, Saumen Biswas, Santanu Biswas, Rathin Biswas, Uma Biswas, Ruma Biswas, all legal heirs of Late Rabindra Nath Biswas filed a Title Suit No.19 of 1990 and thereafter execution Suit being Title Execution Case No.1 of 2004 was also filed before the Ld. Fifth Court, Civil Judge, Sr. Division at Alipore against Purnima Biswas, Uttam Biswas, Ruma Das and Sima Biswas for partition of the aforesaid property.

And whereas the said Suit was disposed off by way of an order dated 05.01.2006 passed by Ld. 5<sup>th</sup> Court, Civil Judge, Sr. Division at Alipore on the basis of compromise petition filed by both parties and allotment the land admeasuring 2 cottahs 8 Chittacks to Goutam Biswas and land admeasuring 2 cottahs 8 Chittacks to Purnima Biswas and land admeasuring 2 Cottah 8 Chittack to Soumen Biswas, land admeasuring 2 Cottah 1 chittack to Ruma Biswas and land admeasuring 2 Cottahs 12 Chittacks to Santanu Biswas and land admeasuring 2 Cottahs 12 Chittacks to Uttam Biswas and land admeasuring 2 Cottahs 12 Chittacks to Rathin Biswas and land admeasuring 2 cottahs 12 chittacks 32 Sq.ft. to Uma Biswas and thereafter they individually mutated their names in the records of the Kolkata Municipal Corporation as well as in the records of the B.L. & L.R.O. Kasba Office.

THE  
SCHEDULE

SECOND

**ALL THAT** a piece and parcel of land measuring 20 Cottah 9 Chittacks 32 Sq.ft. (be the same little more or less comprised with 2880 Sq.ft. pucca structure comprised in Mouza- Kalikapur, J.L. NO.20, Dag No.356/406 of Khatian No. 361, 356 and 353 being Premises No.1185, Kalikapur under Police Station- Purba Jadavpur now Survey Park, Kolkata-700099 within District 24 Parganas (south) within the local limits of Ward No.109 of Kolkata Municipal Corporation under Ward No.109, butted and bounded in the manner as follows:

ON THE NORTH Kalikapore Road.

ON THE EAST: : Eastern Metropolitan By Pass

ON THE SOUTH: K.M.C Road

ON THE WEST: Kalikapore Road.

:

**(FLAT AND/OR UNIT) ALL THAT** piece and parcel of the **FLAT AND/OR UNIT** nos XXX. on the XX<sup>h</sup> Floor ..of the building named **AMBIENT WINDS** .’ containing by estimation an area of XXX**Sq.ft** . ( Carpet Area) be the same a little more or less and XXX medium sized Open/covered car parking spaces **TOGETHER WITH** the undivided proportionate share or interest in the land forming part of the said Block/Building appurtenant thereto **AND TOGETHER WITH** the proportionate share in common parts portions areas and facilities to comprise in the said Residential Area/Complex.

## THE FOURTH SCHEDULE (SPECIFICATIONS)

### 1. General:

Anti-Seismic Design.  
RCC Structure.

#### Facades :

Façade finish shall be a combination of wood, stone, aluminium and/or textured cement concrete.

Planter bodies with well-designed drainage system.

#### Flooring :

Vitrified Tiles in living, dining and bedrooms.

Wood finish flooring in master bedroom.

Ceramic Tiles for walls and floors in toilets, bathrooms and kitchen.

Marble/Granite/Stone/Vitrified Tiles for staircase and lobby.

#### Walls :

Internal : Plaster of Paris.

External : Paint/aluminium/stone/glass finish.

Lobby & Staircase : Paint.

#### Kitchen :

Granite counter top.

Provision for modular kitchen design.

Stainless steel sink.

#### Doors :

All doors shall be flush doors with hard wood frame and accessories.

#### Windows :

uPVC or Aluminium windows.

#### Passenger Lift :

High speed MRL elevator-Kone or equivalent make.

#### Generator :

100% power backup to common areas.

#### Electrical Installations :

Sockets and switches from Havells or equivalent make.

Intercom system.

Master Antenna Television system.

Earthing and lightning protection.

CCTV surveillance system for entrance and common areas.

Concealed copper wiring, sufficient light and power points in all apartments.

TV, telephone and AC points in the living room and all bedrooms.

#### Mechanical Installations :

High quality sanitaryware in all toilets. Make – Hindaware or equivalent.

High quality bathroom fittings in all toilets. Make – Jaquar or equivalent.



**THE FIFTH SCHEDULE COMMON PARTS and PORTIONS  
PART-**

Common Amenities :  
Roof-top landscaped garden, and sit-out areas.  
Infinity Edge Swimming Pool.  
Fully equipped Gymnasium &Yaga Deck.  
Party Lawn.  
Elevator access to the roof.  
Under ground and overhead water tank

**THE SIXTH SCHEDULE**

Rs. XXXXXXX-( Rupees XXXXXXXXX)

Mile	Amount	GST	TOTAL	
Stone				

**PART II**  
**(OTHER PAYMENTS)**

- a) House Tax/Mutation fees and other taxes and duties etc. or other statutory liabilities as would be applicable (present and future).
- b) Proportionate charges for stamp fees, registration charges and incidental for registration of the transfer of documents in the name of the Association or Private Limited Company shall be such as may be determined by the "DEVELOPER " before making over the possession.
- c) Proportionate of the costs and fees towards preparation and completing all documents and papers in relation to formation of Association/Co-operative Society/Private Limited Company for completing transfer.
- d) Proportionate charges for formation of Association/Co-operative Society/Private Limited Company (including share money) extra at actual.
- e) 50% of the Legal Fees payable to the Advocate on the execution of this Agreement.
- g) 50% of the Legal Fees payable to the Advocate for preparation, registration of the Deed of Conveyance.
- h) The Purchaser agrees to pay along with the Legal Fees the required out of pocket expenses, incidental expenses, as may be required for the purpose.

THE SEVENTH (COMMON EXPENSES)  
SCHEDULE

1. Establishment and all other capital and operational expenses of the Holding Company.
2. All charges and deposits for supply, operation and maintenance of common utilities.
3. All charges and expenses for deployment/engaging and appointment of security service agency and /or personnel and all allied expensed connected and/or incidental thereto..
4. All charges for the electricity consumed for the operation of the common machinery and equipment.
5. All expenses for insuring the Complex, inter alia, against earthquake, flood, rain, fire, mob violence, damages, civil commotion, etc.
6. All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Block Common Portions at the Block level and/or Complex Common Portions at the Complex level.
7. All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the Block Common Portions at the Block level and/or Complex Common Portions at the Complex level, including the exterior or interior (but not inside any **FLAT AND/OR UNIT**) walls of the Blocks.
8. All expenses for running and operating all machinery, equipments and installations comprised in the Block Common Portions at the Block level and/or Complex Common Portion at the Complex level, including lifts, Generator, if any changeover switches, CC TV, if any, EPABX, if any pumps and other common installations including, their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the Block Common Portions at the Block level and/or Complex Common Portion at the Complex level.
9. Municipal Tax, surcharge, Multistoried Building Tax, Water Tax and other levies in respect of the Block at the Block level and in respect of the Complex at Complex level save those separately assessed on the Purchaser/s.

10. The salaries of and all other expenses on the staff to be employed for the Common Purposes, viz. manager, caretaker, clerks, security personnel, liftmen, sweepers, plumbers, electricians etc. including their perquisites, bonus and other emoluments and benefits.

11.

## EXECUTION

**RECEIPT**

**RECEIVED** a sum Rs. XXXXXXX/- (Rupees XXXXXXX only) only as an advance ( including GST ) out of the total consideration of Rs.XXXXX/-.- (Rupees XXXXXXXXXX only ) as per the terms of these presents as per the memo below:

**MEMORANDUM OF CONSIDERATION**

<b>Cheque No.</b>	<b>Date</b>	<b>Bank</b>	<b>Amount</b>
			Rs.

(Rupees Five lacs) only

**WITNESSES:**

1.

AGREEMENT FOR SALE

NAME OF PROJECT "AMBIENT WINDS

Flat/Unit Nos. ....  
Floor-.....,  
Block –.....,  
Area -....., .....,  
Car Parking Spaces Open/Covered

**A.K. CHOWDHARY & CO.**  
Advocates  
Room No.21, 1<sup>st</sup> Floor,  
10, Old Post Office Street,  
Kolkata – 700001  
Ph.: 033-2243-0723