

AGREEMENT FOR SALE

This Agreement for Sale (**Agreement**) executed on this _____ day of _____, 20____

By and Between

(1) **SMT. ASHA MITRA (PAN-BJBPM1721M)**, wife of Sri Rupak Kumar Mitra, by faith Hindu, by occupation Household duties, and (2) **SRI ARINDAM MITRA (PAN-BJBPM1723K)** son of Sri Rupak Kumar Mitra, by faith Hindu, by occupation Service, both residing at 8/4, Baksara Village Road, Post Office- Danesh Seikh Lane, Police Station previously Shibpur at present A.J.C. Bose B. Garden, District Howrah-711109, hereinafter referred to as the **“OWNERS/VENDORS”** (which terms and/or expression unless excluded by or repugnant to the context shall mean and include their respective heirs, executors, administrators legal representatives and assigns) Vendors are being represented by their Constituted Attorney **“MAA BHABATARINI REALTOR PRIVATE LIMITED. (CIN: U70102WB2013PTC196466) (PAN:AAICM9919R)**, a Company incorporated under the Companies Act, 2013, having its registered office at, Matri Bhawan, 1st Floor Podrah, Andul Road Howrah West Bengal – 711109 represented by its Authorized Signatory Managing Director **SRI MONAJ MONDAL(Aadhar No. 4567 0452 9158) (PAN: AYDPM1205A)** hereinafter collectively referred to as the **"Promoter"** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns) of the **FIRST PART**.

AND

Mr./Ms. _____ **(Aadhar No.** _____ **)** son/daughter of _____, aged about _____ residing at _____ **(PAN** _____ **)** hereinafter called the "Allottee" which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns), of the **SECOND PART**.

“MAA BHABATARINI REALTOR PVT. LTD.” (PAN-AA1CM9919R) a Company incorporated under the Companies Act, 1956, having its Registered office Village- Podrah, Post Office- Podrah, P.S.- Sanrkail, Howrah-711109, being represented by its Managing Director **SRI MONAJ MONDAL (PAN-AYDPM1205A)** son of Late Sudhir Kumar Mondal, by faith Hindu, by occupation Business, residing at Village and Post Office Podrah, Police Station- Sankrail, District- Howrah-711109, hereinafter referred to as the **DEVELOPER/“CONFIRMING PARTY”** (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include all its executors, successors-in-office, administrators, legal representatives and assigns) of the **THIRD PART**.

AND WHEREAS one Gokul Chandra Ghosh was the owner and occupier of the land along with Bagan Land measuring more or less 1 (One) Bigha 8 (eight) Cottahs 2 (Two) Chittaks 30 (Thirty) Square feet, situated at 8, Baksara Village Road, Howrah and during enjoyment of the said property, Gokul Chandra Ghosh transferred the entire property in favour of Sk. Ahamed Ali, the resident of Nazirgunge by way of Patta which was Registered on 28.04.1920 and since then and said Sk. Ahamed Ali began to enjoy the property by paying taxes before the Office of Howrah Municipality, **AND WHEREAS**, while enjoying possessing the aforesaid property died leaving behind him surviving his wife, one son and one daughter as the legal heirs and successors of Late Sk. Ahamed Ali;

AND WHEREAS the wife, son and daughter of Late Sk. Ahamed Ali being in urgent need of money for non payment of taxes in respect of the aforesaid property jointly sold and transferred the same in favour of Nandalal Bag, the resident of Baluhati by virtue of a registered Kobala dated 3rd June 1941 and recorded in Book No.1, Volume No.20, Pages 123 to 127, Being No.805, for the year 1941 and since purchase Nandalal Bag became owner in respect of his purchased property and on account of staying at distant place from his purchased property, Nandalal Bag sold and transferred the same in favour of Sri Rampada Rat Shaw, Son of Late Bacchulal Shaw by virtue of a registered Kobla dated 11th March, 1946 and the said Kobla was registered in the Office of Howrah Sub-Registrar and recorded in Book No.1, Volume No.17, Pages 20 to 23, Being No.563, for the year 1946 and since then said Sri Rampada Rai Shaw became absolute owner in respect of his purchased property and said Ramapada Rai Shaw while enjoying and possessing his purchased property filed a Rent Suit before the Ld. 2nd Minsif being Suit No.379/1955 for repaying one hundred rupee for the cost of the decree of the said suit and also other diverse cogent reasons, Sri Rampada Rat Shaw sold and transferred the said property in favour of Smt. Sabita Rani Paul, wife of Sri Hari Kishori Paul by virtue of a registered Kobla dated 15th July, 1959 and said Kobala was Registered in the Office of District Sub-Registrar at Howrah and recorded in book No.I, Volume No.63, Pages 1 to 5, Being No.3363, for the year 1959.

AND WHEREAS it is stated hereby that Smt. Sabita Rani Paul filed a Title Suit in the Court of 2nd Munsif at Howrah being Title Suit No.2 of 1964 against one Khagendra Chandra Ghosh and Nagen Chandra Ghosh, both sons of Late Rashbihari Ghosh and in this case Nagen Chandra Ghosh, the Defendant No.2 therein was not interested in respect of the property in question and only Khagendra Chandra Ghosh, the Defendant

No.1 therein was constesting the suit and finally, the suit was compromised by filing Compromise Petition Registered as Title Suit No.395/1981 by both the parties.

AND WHEREAS it is stated hereby that Smt. Sabita Rani Paul, the Plaintiff therein admitted that Khagendra Chandra Ghosh, the Defendant No.1 therein was the sole owner in respect of the aforesaid property and the Defendant No.1 Khagendra Chandra Ghosh was possessing the property since the date of purchase dated 15th July 1959 and the Defendant NO.1 Sri Khagendra Chandra Ghosh paid entire amount of consideration to the Seller namely Rampada Rat Shaw in respect of the aforesaid property and Sabita Rani Paul also admitted that she never paid any amount of consideration to the Seller at, the time purchase of the aforesaid property and Sabita Rani Paul further stated that she has had no manner of right, title and interest or possession over the aforesaid property;

AND WHEREAS thereafter said Sabita Paul declared in the Deed of Declaration that the Second Party Khagendra Chandra Ghosh was the real owner in respect of the aforesaid property and she was nothing but a name lender only and said Khagendra Chandra Ghosh had paid full consideration money at the time of purchasing the property out of his own pocket and the Sabita Rani Paul did not pay single farthing for consideration and said Deed of Declaration was registered in the Office of Additional District Sub-Registrar at Howrah on 18th September, 1992 and recorded in Book No.1, Volume No.104, Pages 37 to 42, Being No.5143, for the year 1992;

AND WHEREAS Nagendra Chandra Ghosh, the brother of Khangendra Chandra Ghosh also stated in the Deed of Declaration dated 18.09.1992 that Khagendra Chandra Ghosh, the Second Party therein was the real owner in respect of the aforesaid property and Sabita Rani Paul was nothing but a name lender only and he has had no nammer of right, title and interest or possession in respect of the property purchased by Khagendra Chandra Ghosh on 15th July, 1959 and neither he paid any consideration respect of the aforesaid property and the said Deed of Declaration was Registered in the Office of Additional District Sub-Registrar at Howrah on 18.09.1992 and recorded in Book No.I, Volume No.77, Pages 66 to 71, Being No.3477, for the year 1992;

AND WHEREAS since declaration Khagendra Chandra Ghosh was the sole owner and occupier of all that piece and parcel of Bastu Land measuring more or less 1 (One)

Bigha 8 (Eight) Cottahs 2 (Two) Chittaks 30 (Thirty) Square feet out of which he sold and transferred some portions of the said property;

AND WHEREAS said Khagendra Chandra Ghosh while enjoying and possessing the aforesaid property by paying taxes before the Office of Howrah Municipal Corporation died on 22.04.2001 leaving him surviving his wife Smt. Nihar Bala Ghosh, and only Daughter Smt. Asha Mitra as the only legal heiresses and successors;

AND WHEREAS after demise of said Khagendra Chandra Ghosh, the remaining portions of Bastu Land measuring more or less 16 (Sixteen) Cottahs 4 (Four) Chittaks 40 (Forty) Square feet together with structure made of R.T. Shed standing thereon devolved upon his wife Smt. Nihar Bala Ghosh and Daughter Smt. Asha Mitra and said Nihar Bala Ghosh and Asha Mitra jointly inherited the property left by Khagendra Chandra Ghosh and they absolutely became joint owners in respect of the property left by the deceased Khagendra Chandra Ghosh each having undivided half share thereof. It is stated here that some portions of land out of 16 Cottah 4 Chittaks 40 Square Feet which is used as Road and some portions of land measuring more or less 0 Katha 10 Chittak 6 Square Feet was transferred in favour of Rupak Kumar Mitra by Niharbala Ghosh and Asha Mitra by virtue of a Deed of Gift which was registered in the Office of D.S.R. at Howrah in the year 2010 and recorded in Book No.1, CD Volume No.27, Pages 6813 to 6832, Being No. 12087 for the year 2010 and since then said Rupak Kumar Mitra became absolute Owner in respect of the said property and remaining portion of land measuring more or less 15 Cottahs 10 Chittaks 34 Square Feet have been jointly enjoying and possessing by said Niharbala Ghosh and Asha Mitra.

AND WHEREAS said Niharbala Ghosh out of her love and affection she gifted her undivided property measuring more or less 7 Cottahs 13 Chittaks 17 Square Feet to the extent of half share thereof, comprised within holding No.8, Buxarah Village Road, P.S. Shibpur, District-Howrah, within H.M.C. Ward No.41 in favour of her grandson namely Sri Arindam Mitra, the Owner No.2 herein by virtue of a registered Deed of Gift date 20th December, 2010 and the said Deed of Gift was registered in the Office of District Sub-Registrar at Howrah and recorded in Book No.I, CD Volume No. 27, Pages from 6833 to 6852, Being No. 12088, for the year 2010 and since then said Arindam Mitra became absolute Owner in respect of his said gifted property;

AND WHEREAS said Asha Mitra, the daughter of Late Khagendra Chandra Ghosh inherited from his father all that piece and parcel of undivided Bastu land measuring more or less 7 Cottahs 13 Chittaks 17 Square Feet out of 15 Cottahs 10 Chittaks 34 Square Feet, comprised within holding No.8, Buxarah Village Road, P.S. shibpur, District-Howrah, within H.M.C. Ward No. 41 and became absolute Owner in respect of the said property;

AND WHEREAS the properties of the parties hereto have been amalgamated into one compact unit by virtue of a Deed of Declaration, which was registered in the Office of District Sub-Registrar at Howrah on 2nd August, 2011 and recorded in Book No.1, CD Volume No.16, Pages from 393 to 406, Being No. 06235, for the year 2011 and after amalgamation and after amalgamation they have jointly mutated their names in the Howrah Municipal Corporation and thereafter the holding No.8, Baksara Village Road has been changed and now numbered as 8/7, Baksara Village Road, P.S. Shibpur, District-Howrah;

AND WHEREAS the present owners while possessing the aforesaid property peacefully on uninterruptedly till date being desirous of developing the property as mentioned in the First Schedule hereunder written by raising multi-storied building thereon for residential and partly commercial purposes, but in absence of experience and stringency of finance the present Owners are in search of a better sufficiently experienced and financially capable Developer who could do the needful construction on the said property as desired and expected.

AND WHEREAS accordingly the Owners/Vendors herein have jointly entered into as Agreement for Development with the developer herein on 07/01/2015 which was registered in the Office of District Sub-Registrar Howrah and recorded in Book No.1, CD Volume No.12, pages from 3029 to 3058, Being No. 3459 for the year 2015 and simultaneously the Owners / Vendors herein executed a Development Power of Attorney in favour of the Developer / Confirming Party / Third Part herein empowering the Developer / Confirming Party / Third party herein empowering the Developer / Confirming Party / Third Part herein to commence construction of a multistoried building over the said property and to sell out the Flats / Units of the said building on his behalf and the said

Power of Attorney was registered in the Office of District Sub-Registrar at Howrah and recorded in Book No.1, CD Volume No.12, pages from 4156 to 4171, Being No. 3460 for the year 2015.

AND WHEREAS for the purpose of construction of the said building a Building plan has been sanctioned from the Howrah Municipal Corporation vide B.R.C. No. 222/16-17 dated 13.02.2017 and accordingly the Developer / Confirming Party/ Third Part herein has commenced construction of a multistoried building on the said amalgamated LAND named as “ANANDANIKETAN” as per the said sanctioned building plan;

AND WHEREAS, the Developer herein from the Developer’s agreed allocated share as mentioned in the said agreement for development of the said property the Vendors as well as Confirming Party hereto has agreed to sell and/or transfer one **self contained residential Flat being No. _____**, measuring **_____ Square Feet** including Super Built-up area, be the same a little more or less on the **_____ Floor**, of the building, constructed over the First Schedule hereunder written and the said Flat is more fully and particularly described in the **SECOND SCHEDULE** herein below written and after knowing the same the Purchasers have proposed to acquire/purchase the said Flat, described in the Second Schedule hereunder written, together with the undivided impartible proportionate share, right and interest in the said land underneath described in the First Schedule together with all the common rights available therein at a consideration of **Rs. _____/- (Rupees _____) only i.e. Rs. _____/- per Square Feet**, on the terms and conditions hereinafter contained. That the measurement of the Flat will be finalized at the time of delivery of possession and the Purchasers shall be bound to pay the sale proceeds on the basis of the actual measurement.

The possession of the said Flat will be delivered to the Purchasers within **24-26 months**, from the date of execution of the agreement.

The Promoter and Allottee shall hereinafter collectively be referred to as the Parties" and individually as a “Party”

DEFINITIONS:

For the purpose of this Agreement for Sale, unless the context otherwise requires:-

- a) "Act" means the West Bengal Housing Industry Regulation Act, 2017 (West

Ben. Act XLI of 2017);

- b) "Rules" means the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017;
- c) "Regulations" means the Regulations made under the West Bengal Housing Industry Regulation Act, 2017;
- d) "Section" means a section of the Act.

WHEREAS:

A. The Owners namely **SMT. ASHA MITRA & SRI ARINDAM MITRA** the absolute and lawful joint owners of all that the piece and parcel of Bastu Land measuring more or less 15 (Fifteen Cottahs 10 (Ten) Chittaks 34 (Thirty Four) Square feet ie. _____ Square meter together with proposed building standing thereon named as “**ANANDANIKETAN**”, comprised with H.M.C. Ward No. 8 (Old), Baksara Village Road and new 8/7, Baksara Village Raod, Post Office-Danesh Seikh Lane, Police Station previously Shibpur at present A.J.C. Bose B Garden, District Howrah – 711109, within H.M.C. Ward No. 41, together with all easements right annexed thereto, appertaining to L.R. Khatian No. 397 and 396, within Mouza- Shibpur, J.L. No. 1, District- Howrah, within the jurisdiction of District Registrar at Howrah and Additional District Sub Registrar at Howrah, which is butted and bounded by:-

- On the North :** Drain thereafter Baksara Village Road
- On the South :** Property of Sambhu Mukherjee and 8/4, 8/5
Baksara Village Road,.
- On the East :** H.M.C. Drain
- On the West :** Drain thereafter Baksara Village Road,

B. The Promoter has formulated a scheme for developing the said land. The Said Land is earmarked for the purpose of building a residential project comprising multistoried apartment buildings, car parking spaces; comprising of 1 Tower, with G+3 Floors with amenities and facilities and the said project shall be known as Anandaniketan ("Project")

C. The Promoter has obtained requisite sanctions, from the Howrah Municipal Corporation vide B.R.C. No. 222/16-17 dated 13.02.2017 and accordingly the Developer / Confirming Party/ Third Part herein has commenced construction of a multistoried building on the said amalgamated LAND named as “**ANANDANIKETAN**” as per the said sanctioned building plan. and

- D. The Promoter has registered the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at Kolkata on _____ under registration no. _____
- E. The Allottee had applied for a Flat in the Project vide application and has been allotted the Flat hereinafter referred to as the "Anandaniketan" more particularly described in Schedule-B and the floor plan of the Flat is annexed hereto and marked as Annexure;
- H. The Allottee has already scrutinized/verified all sanctions, authorizations, consents, no objections, permissions and approvals issued by appropriate authorities and is satisfied with the title and statutory compliance with regards to the Project; and gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein:
- I. The Promoter may in future develop further phases on the Land parcels adjacent to said premises, and reserve the right to share common infrastructure i.e. driveway, club and other amenities with such future phase/phases in terms of Rule .
- J. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;
- K. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- L. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Flat morefully mentioned in Schedule B .
- M. The Allottee desirous of owning a piece and parcel of one self contained residential Flat No. _____ in the project has offered to purchase _____ square feet in the building named as "Anandaniketan" mentioned in Schedule –B
- N. The Promoter has agreed to transfer the Schedule B property in favour of the Allottee subject to the terms recorded hereunder; and
- O. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land on which Project is to be developed have been completed; and
- P. The parties have decided to reduce the terms and condition mutually agreed upon into writing through these presents.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

The Promoter and the Allottee mutually agree and covenant as follows:-

1. The Promoter agree to transfer and convey Schedule B hereunder in favour of the Allottee for a sum of **Rs** [_____] (**Rupees** [_____] **only**) ('Consideration') to be paid by the Allottee as per the schedule of payment mentioned in Schedule C hereunder.
2.] The Promoter represent that if in future any existing charge created over the Schedule A property with the [financial institute/bank] for availing project finance. However, the Promoter shall release the Schedule B property from the charge created and obtain suitable 'Release & No objection certificate' from the respective banks/financial institution and hand over the same to the Allottee within [7] days from execution of this Agreement.
3. The Promoter doth hereby covenant with the Allottee that the property agreed to be conveyed and transferred by the Promoter to the Allottee is free from all encumbrances and defects in title and that the Promoter have full and absolute power to convey and transfer Schedule B property.
4. The right of the Allottee to purchase the Schedule B property shall be subject to the Allottee engaging the Promoter for construction of his/her apartment through the Promoter by entering into a Construction Agreement in accordance with the scheme of development formulated by the Promoter.
5. The Allottee agrees that the execution of the Construction Agreement with Promoter and timely payment of installments as per the payment schedule in the respective agreements executed under the scheme of development shall be condition precedent for purchase of the Schedule B Property.
6. The Allottee without the prior written consent of Promoter shall not have the right in any way to assign or transfer the interest under this Agreement at any time before registration of sale deed for the Schedule 'B' property.
7. That the Promoter hereby further covenant with the Allottee that the Promoter shall not encumber, create a charge over or otherwise deal with the property described in the Schedule 'B' hereunder with any other person/s during the subsistence of this agreement.

8. That all payments to be paid under this Agreement by the Allottee to the Promoter apart from the loan amount, shall be paid directly by the Allottee to the promoter bank / financial institution to the Promoter and the same shall be treated as payments made on behalf of the Allottee. Notwithstanding whether the loan is obtained or not, the Allottee shall be liable to pay to the Promoter on the due dates the relevant installments and all other sums due under this Agreement and in the event, if there is any delay and or default is made in payment of such amounts the Allottee shall be liable for the consequences including payment of delayed payment charges on the outstanding payment as provided in this agreement.
9. The Allottee hereby agrees that the assignment of the Allottee's righter under this agreement to any third is subject to the prior written permission of the Promoter and further agrees to pay to the Promoter in an Assignment fee of []% of Total Price ('Assignment Fee')
10. The Parties hereto agree and confirm that the execution and registration of the Sale Deed envisaged for conveyance for the Schedule B property to the Allottee shall be completed only on receipt of all moneys due from the Allottee to the Promoter under this Agreement as well as other agreements, if any, executed between the Parties under the scheme of development.
11. Provided always it is hereby expressly agreed to by and between the Parties hereto that all agreements entered into between the Parties pursuant to the scheme of development are separate and distinct but default in one shall be construed as default accordingly. Further the Parties agree and confirm that this agreement shall stand automatically terminated in the event of termination of any one of the agreements entered into between the Parties under the scheme of development.
12. The Allottee shall come forward for registration of this Agreement, at the request of the Promoter and all stamp duty, registration charges, legal expenses and all other miscellaneous and incidental expenses for registration of this Agreement and the sale deed in future, including additional stamp duty, if any, registration fee or any other charges that may be demanded by the appropriate authority present and future shall be borne to by the Allottee.
13. IN the event of the Allottee failing to pay the aforesaid sums, in the manner provided in Schedule C or cancel/withdraw from the Project except for the default of the Promoter, then the Promoter at their discretion after due notice of 15 days to the Allottee is entitled to cancel this Agreement and re[allot Schedule B property to another party and the Allottee shall thereafter have no right, interest or claim over the Schedule B property. Consequent to such termination, subject to deduction of the booking amount, the Promoter shall refund the monies collected from the Allottee within 45 days of such cancellation without interest, simultaneous to the Allottee executing necessary cancellation and registration of the Agreement and/or sale deed by the Allottee.
14. The Parties hereby confirm that this Agreement and the Construction Agreement of even date entered into by the Allottee shall co-exist or co-terminate.

15. That the Promoter shall pay land taxes (if applicable), levies, rents, public charges and other payable in respect of the property described in Schedule 'B' hereunder unto the date of Registration of the sale deed or delivery of possession of the plot/apartment to the Allottee, whichever is earlier. The Allottee shall be liable to pay the said taxes, rates, levies, etc., from the date of registration of Sale Deed or delivery of possession of the plot/apartment to the Allottee, whichever is earlier.
16. Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other action, in additions to the instruments and actions specifically provided for herein, as may be reasonable 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 pursuant to any such transaction.
17. That all notice to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served in sent to the Allottee or the Promoter by Registered Post/e-mail/courier at their respective address specified below:

_____ (Name of Allottee)
 _____ (Allottee Address)
 M/s _____ (Promoter name)
 _____ (Promoter Address)

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

18. That in case there are joint Allottees, all communications shall be sent by the Promoter to the Allottee whose name appears first and the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.
19. 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 is in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to the a precedent and/or binding on the Promoter to exercise such discretion in the case of other Allottees.
20. Failure on the part of the Promoter to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

- 21, If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under 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 the Act or the Rules and Regulations made there under 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.
22. This Agreement may only be amended through written consent of the parties.
23. That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws for the time being in force.
24. The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in _____ after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at _____.
25. All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the Act.

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

THE SCHEDULE – “A” ABOVE REFERRED TO

(Description of the Total Land)

ALL THAT piece and parcel of Bastu Land measuring more or less 15 (Fifteen_ Cottahs 10 (Ten) Chittaks 34 (Thirty Four) Square feet together with proposed building standing thereon named as “ANANDANIKETAN”, comprised with H.M.C. Ward No. 8 (Old), Baksara Village Road and new 8/7, Baksara Village Raod, Post Office-Danesh Seikh Lane, Police Station previously Shibpur at present A.J.C. Bose B Garden, District Howrah – 711109, within H.M.C. Ward No. 41, together with all easements right annexed thereto, appertaining to L.R. Khatian No. 397 and 396, within Mouza- Shibpur, J.L. No. 1, District-Howrah, within the jurisdiction of District Registrar at Howrah and Additional District-

Sub Registrar at Howrah, which is butted and bounded by:-

- On the North :** Drain thereafter Baksara Village Road
On the South : Property of Sambhu Mukherjee and 8/4, 8/5
Baksara Village Road,.
On the East : H.M.C. Drain
On the West : Drain thereafter Baksara Village Road,

THE SCHEDULE – “B” ABOVE REFERRED TO
(Description of the Flat be sold in favour of the Allotee)

ALL THAT piece and parcel of one self contained residential Flat being **Flat No. “ _____ ”** measuring about _____ **Square Feet including super built up area on the _____ Floor of the building with marble flooring (with lift facility) named as “ANANDA NIKETAN”** constructed over the amalgamated property mentioned in the First Schedule herein above written together with undivided, impartible proportionate share of the land underneath in the First Schedule mentioned property comprised with H.M.C. holding No. Ward No. 8 (Old), Baksara Village Road and new 8/7, Baksara Village Raod, Post Office-Danesh Seikh Lane, Police Station previously Shibpur at present A.J.C. Bose B Garden, District Howrah – 711109, within H.M.C. Ward No. 41, together with all easements right annexed thereto, appertaining to L.R. Khatian No. 397 and 396, within Mouza- Shibpur, J.L. No. 1, District- Howrah, within the jurisdiction of District Registrar at Howrah and Additional District Sub Registrar at Howrah. The Flat butted and bounded as follows:-

- On the North :
On the South :
On the East :
On the West :

THE SCHEDULE – “C” ABOVE REFERRED TO

(Schedule of Payment)

The Purchaser shall pay to the Developer a sum of **Rs. _____/- (Rupees _____)** only i.e. **Rs. _____/- per Square Feet** as consideration for the purchase of said Flat **On the _____ Floor** measuring about _____ **sq.ft.** be the same a little more or less including super built-up area (subject to actual physical measurement at the time of delivery of possession) and such consideration shall be paid in the following manner:-

At the time of Booking	10%
At the time of Execution of this Agreement	10%
At the time of Floor casting	25%
At the time of Brick work	15%
At the time of plaster and paris/putty	15%
At the time flooring	15%
On Registration	10%

Time limit of Schedule of payments is the main essence of this agreement.

(B) The G.S.T. will be borne by the Purchaser in respect of the Flat under transfer and the said G.S.T. shall be paid by the Purchasers at the time of Registration of the said Flat according to Govt. Rate. Time limit of Schedule of payments is the main essence of this agreement.

That the Purchasers have paid a sum of **Rs./-** (**Rupees.....**) only towards earnest money.

Be it noted here that such consideration amount is exclusive of the charges for the extra work, G.S.T. etc. without payment of which as per the bills raised by the Confirming Party, the said Flat shall not be delivered to the Purchasers, nor shall the Deed of Conveyance be executed and registered in his favour.

THE SCHEDULE – “D” ABOVE REFERREED TO

(Specification of construction of the Flat)

1. Foundation Work : Earth Excavation soling, R.C.C. columns, slabs and structures.
2. Flooring : All flats, common passages to Flat's stair case Lobby will have marble flooring.
3. Kitchen : Kitchen table top will be Green Marble with sink (steel) and two feet high Glazed tiles from the Kitchen table with marble flooring.
4. Doors & Windows : All doors will be Commercial flush door (frame will be wooden) aluminum sliding window with Glass panel and Commercial P.V.C. door in the Bathroom with necessary M.S. Grill and in Verandah railing will be made by stainless steel.
5. Toilets : Toilets will be provided with the white Glazed sanitary plain Sanitary wares and C.P. fittings with two No. of Taps, One Shower, One exhaust, point. All toilets will have 6 feet high white Glazed Tiles from the dados and one swash basin with C.P. fittings.
6. 24 hours water supply facility (will be supplied from boring system)
7. Electrical Point : All wiring would be conceal wiring and connection through main line from the meter and electric points will be in the manner as follows:-
 - a) Room – 4 points
 - b) Dining – 4 points
 - c) Toilet – 2 points
 - d) Kitchen – 2 points
 - e) Balcony – 1 points
 - f) Stair – 1 point in each floor
 - g) Calling Bell – 1 point on the outsideAll the aforesaid points will be 5 amp. Only two points will be 15 amp and on which place it will be fixed the same will be decided as per the choice of the Purchasers.
8. Plastering : Inside of the said flat will be finished with wall putty and outside of the building will be finished with cement hased colour.
9. For Extra Work extra Cost will be borne by the Purchasers (will be negotiable time to time)
10. Purchasers shall pay necessary charges for collapsible gate if there be necessary.

11. For bringing electric meters in her own name the Purchasers shall pay a sum of 15,000/- to the Developer herein.

SCHEDULE - "E" ABOVE REFERENCE TO

(Common areas and facilities)

1. Electric wiring and fittings and fixtures for lighting the common passage in the building.
2. Stair case of the building upto roof and stair case landing.
3. Common passage and common land.
4. Septic Chamber, its fittings and sewerage.
5. Water supply line, overhead common water tank.
6. Drains, sewer, pipes, rain water pipe from roof and from floors bathrooms, privies and all equipments for common use.
8. Motor Pump place and Electric Motor place.
9. Common user of Roof/ Terrace, boundary walls and Main gate. (Roof right will be only for drying cloths, fixing dish antenna and for social function subject to permission from the Owners' Association)
10. Such other common parts, areas, equipments, installation, fixtures, fittings and spaces in or about the said building as are necessary for passage to or user and occupancy of the flats in common and as are specified expressly to be the common parts after construction of the building.
11. Lift facility is available to the Purchasers.

SCHEDULE - "F" ABOVE REFERRED TO

(Common expenses)

1. Proportionate share of expenses and outgoing in connection with the various facilities providing the building.
2. Proportionate share of Security Deposit and/or any other amount to be paid to the CESC Limited to get the electric connection for various flats of the Building.
3. Proportionate share of Security Deposit and/or any other amount to be paid to the CESC Limited to get electric connection for various flats of the Building.
4. Stamp duty, registration and other statutory and legal expenses including incidental

charges required for execution and registration of the deed Conveyance/ Transfer in respect of the said Flat.

5. The aforesaid amount of deposit shall not carry any interest and in remain with the Confirming Party until the handing over the maintenance and management of the Building to the Association or the Holding Organization and shall be made over to the Association of Purchaser/s after deducting the actual expenses incurred an amount whereof shall be submitted by the Confirming Party to the Association of Purchaser/s and the account so submitted by the Confirming Party shall be final, conclusive and binding on Purchasers shall not be entitled or dispute the same.
6. Under no circumstances possession of the said Flat/Unit shall be given by the Vendors to the Purchaser/s unless and until all payments including deposits maintenance chares legal expenses a stamp duty registration charges etc. as well as service tax or any other impositions, if any, required to be made under this Agreement by the Purchasers to the Vendors/ Confirming Party have been made.
7. Proportionate cost for maintenance of Lift.

MEMO OF EARNEST MONEY

RECEIVED **Rs.**/- (**Rupees**.....) **only**
towards the part consideration money in respect of the Second Schedule mentioned Flat
from the Purchasers herein in the manner as follows:-

<u>Date</u>	<u>Cheque No./ Cash</u>	<u>Bank Name</u>	<u>Amount</u>	<u>GST</u>
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IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for Sale at Howrah in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Promoter

Signature:

Name:

Address:

Please affix
Photographs
and Sign
across the
photograph

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee: (including joint buyers)

(1) Signature:

Name:

Address:

Please affix
Photographs
and Sign
across the
photograph

(2) Signature:

Name:

Address:

At on in the presence of:

WITNESSES:

1. Signature:

Name:

Address:

2. Signature :

Name:

Address: