

Agreement for Sale

This Agreement for Sale (**Agreement**) executed on this (Date) day of
(Month), 20.....,

By and Between

M/s. CASTLE PROJECTS (P) LTD ,(CIN No.U70101WB1998PTC088380) (PAN–AACCC3572A), a Company incorporated under the Companies Act, 1956, having its registered office at 208, Shantiniketan Building, 8, Camac Street, Kolkata – 700 017 represented by its Director, Sri. Naresh Goel (PAN -), son of and residing atand authorized vide board resolution datedhereinafter referred to as the "Promoter" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include, its successor(s)-in-interest, and permitted assigns) of the ONE PART.

AND

[If the allottee is a company]

..... (CIN No.....) a Company incorporated under the provisions of the Companies Act, (1956 or the Companies Act, 2013 as the case may be), having its registered office at (PAN), represented by its authorized signatory (Aadhar No.....), duly authorized vide Board Resolution dated, hereinafter, referred to as the "Allottee(s)", (which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its successor(s)-in-interest and permitted assigns) of the OTHER PART

OR

[If the allottee is a partnership firm]

M/s a partnership firm, registered under the Indian Partnership Act, 1932, having its principle place of business at(PAN-.....), represented by its authorized partner....., (Aadhar No.....) duly authorized vide hereinafter referred to as the "Allottee", (which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrator of the last surviving partner and his/her/their assigns) of the OTHER PART.

OR

[If the allottee is an individual]

[1] Mr./Mrs./Ms..... son/daughter/wife of, Mr.....(PAN), (Aadhar No.) aged about Years, residing at and [2] Mr./Mrs./Ms..... son/daughter/wife of, Mr.....(PAN), (Aadhar No.) aged about Years, residing at, hereinafter called the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her/ their heirs, executors, administrators, successors-in-interest & permitted assignees) of the OTHER PART

The Promoter and the Allottee(s) shall hereinafter be collectively referred to as "Parties" and individually as a "Party".

INTERPRETATIONS/ 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) **"Regulation"** means the Regulations made under **the** West Bengal Housing Industry Regulation Act 2017.

d) "Section" means a section of the Act.

WHEREAS-

- A. By a Deed of Partition dated 27.07.1956 and registered before the Sub- Registrar, Barrackpore in Book No. I, Volume No. 64, Pages 133 to 140 for the year 1956 Ganesh Chandra Chatterjee was allotted and become the owner sole and absolute owner of All That piece and parcel of land measuring 50 decimals more or less comprised in C.S. Dag No. 57 corresponding to R.S. Dag No. 57/3023; 57/3024 and 57/3025; C.S. Khatian No. 184; R.S. Khatian Nos. 1170 and 1171, Mouza: Sodepur, J.L. No. 8, P.S. Khardah; District : 24 Parganas (now North 24 Parganas) being Holding No. 5 and 8 Iswar Chatterjee Road, P.O. Sodepur, Kolkata – 700110 within Ward No.17 of the Panihati Municipality
- B. The said Ganesh Chandra Chatterjee died intestate on 16.04.1974 leaving behind him, his wife, Smt. Abhaya Rani Devi, one son, Biswanath Chatterjee and two daughters, Smt. Kamala Sarkar and Smt. Jaya Chakraborty as his heirs and legal representatives.
- C. The said Smt. Abhaya Rani Devi, Biswanath Chatterjee, Smt. Kamala Sarkar and Smt. Jaya Chakraborty inherited the assets and properties of Ganesh Chandra Chatterjee and became the joint owners thereof.
- D. The said Smt. Abhaya Rani Devi, Smt. Kamala Sarkar and Smt. Jaya Chakraborty had sometime 1983 instituted a partition suit against Biswanath Chatterjee before the Ld. 10th Assistant District at Alipore being Title Suit No. 103 of 1983 (Smt. Abhaya Rani Devi & Ors vs Biswanath Chatterjee).
- E. The said parties, Smt. Abhaya Rani Devi, Biswanath Chatterjee, Smt. Kamala Sarkar and Smt. Jaya Chakraborty had on 17.07.1985 amicable and mutually settled their dispute and had filed a compromise petition before the Ld. 10th Assistant District at Alipore on the basis of which a decree was passed on in the Title Suit No. 103 of 1983 (Smt. Abhaya Rani Devi & Ors vs Biswanath Chatterjee).

F. By the said compromise petition on the basis of which the decree dated 17.07.1985 was made by the Ld. 10th Assistant District at Alipore, the parties had agreed inter-alia that the 3 Plots being Dag No. 57/ 3023 (Danga land measuring 27 decimals) , 57/3024 (Tank land measuring 12 decimals) ad 57/3025 (Bastu land measuring 11 decimals) all situated in Mouza : Sodepur, J.L. No. 8, P.S. Khardah, District : 24 Parganas (now North 24 Parganas) with a big pucca two storied building consisting of 5 big rooms, bath rooms, sanitary latrines, a big court yard, a thakur dalan for performing yearly Sree Sree Durga Puja with verandahs on the ground floor together with 5 big rooms, bath rooms, sanitary latrines on the first floor was to be divided and partitioned in the following manner:

[i] the entire ground floor was allotted to Smt. Abhaya Rani Devi and after her death, Smt Joya Chhakraborty and Smt. Kamala Sarkar will be entitled to stay in the allotted portion of Smt. Abhaya Rani Devi as of right till their death but will not stay permanently and after their death the heirs and legal representatives will not have any claim whatsoever;

[ii] the thakur dalan in the ground floor will remain a joint property and

[iii] the entire first floor was allotted to Biswanath Chatterjee.

The said Smt. Abhaya Rani Devi and Biswanath Chatterjee had duly mutated their name as the owner of the said property in the records of Panihati Municipality

The said Smt. Jaya Chakraborty died intestate on 22.05.2011 leaving behind her husband Paramesh Chakraborty, and two daughters, Ms. Pushpita Chakraborty and Ms. Joyeeta Chakraborty Chakraborty as her her heirs and legal representatives .

G. The Smt. Abhaya Rani Devi and Biswanath Chatterjee had on 29.08.2008 entered into an Agreement with M/s Castle Projects Private Limited for the purpose of promoting and developing the land measuring 10 Cottahs more or less being Holding No. 5 and 8 Iswar Chatterjee Road, [R.S. Dag No. 57/3023 { having an area

measuring 11 (eleven) decimals (equivalent to 6 Cottahs 10 Chittacks 15 sq. ft.) more or less} and R.S. Dag No. 57/3025 { having an area measuring 6 (six) decimals (equivalent to 3 Cottahs 5 Chittacks 30 sq. ft.) more or less}; C.S. Khatian No. 184; R.S. Khatian Nos. 1170 and 1171, Mouza: Sodepur, J.L. No. 8, R.S.No. 45, Touji No. 172, P.S. Khardah; District : 24 Parganas (now North 24 Parganas)] (**hereinafter referred to as the “said property”**) and the said Smt. Abhaya Rani Devi and Biswanath Chatterjee would be entitled to 27% of the constructed area.

- H. The said Smt. Abhaya Rani Devi and Biswanath Chatterjee had on 17.04.2013 entered into an Agreement dated with M/s Castle Projects Private Limited for the purpose of registering the said Agreement in respect of promoting and developing the land measuring 10 Cottahs (equivalent to 17 (seventeen) decimals) more or less being Holding No. 5 and 8 Iswar Chatterjee Road, [R.S. Dag No. 57/3023 { having an area measuring 6 Cottahs 10 Chittacks 15 sq. ft. (equivalent to 11 (eleven) decimals) more or less} and R.S. Dag No. 57/3025 { having an area measuring 3 Cottahs 5 Chittacks 30 sq. ft. (equivalent to 6 (six) decimals) more or less}; C.S. Khatian No. 184; R.S. Khatian Nos. 1170 and 1171, Mouza: Sodepur, J.L. No. 8, R.S.No. 45, Touji No. 172, P.S. Khardah; District : 24 Parganas (now North 24 Parganas)] and the said Smt. Abhaya Rani Devi and Biswanath Chatterjee's entitlement of 27% of the constructed area in respect of the said property and registered before the Additional District Sub- Registrar, Barrackpore in Book No. I, CD Volume No. 13, Pages 1952 to 1981 Being No. 03934 for the year 2013.
- I. The said Smt. Abhaya Rani Devi and Biswanath Chatterjee had on 17.04.2013 executed a Power of Attorney appointing Sanjay Khemka and Sunil Kumar Bhowmick as their constituted attorney in respect of the said property and registered before the Additional District Sub- Registrar, Barrackpore in Book No. IV, CD Volume No. 2, Pages 2149 to 2160 Being No. 00617 for the year 2013

- J. The Panihati Municipality has sanctioned the Building Plan on the said property and thereafter the said M/s Castle Projects Private Limited has demolished the existing structure standing on the said property.
- K. There were some differences and dispute between Smt. Abhaya Rani Devi and Biswanath Chatterjee on the one part and M/s Castle Projects Private Limited of the other part and thereby the development work on the said property has come to a stand still and/or stopped.
- L. The said Biswanath Chatterjee died intestate on 3.11.2014 leaving behind him his wife Madhabi Chatterjee and two daughters, as his her heirs and legal representatives, Smt. Sharmistha Chatterjee and Smt. Saswati Chatterjee
- M. By a Deed of Conveyance dated 3.07.2015 executed by Smt. Abhaya Rani Devi alais Smt Abhaya Chatterjee, Smt. Kamala Sarkar, Paramesh Chakraborty, Ms. Pushpita Chakraborty and Ms. Joyeeta Chakraborty described as the Vendors sold to M/s. Castle Projects Private Limited All That their undivided share, interest and benefits in the land measuring 10 Cottahs (equivalent to 17 (seventeen) decimals) more or less in Premises No. 5 and 8 Iswar Chatterjee Road, P.O. Sodepur, P.S. Khardah, Kolkata -700110 District: North 24 Parganas within Ward no. 17 of Panihati Municipality (and comprised in C.S. Dag No. 57 corresponding to R.S. Dag No. 57/3023 {having an area measuring 6 Cottahs 10 Chittacks 15 sq. Ft (equivalent to 11 (eleven) decimals) more or less} and R.S. Dag No. 57/3025 {having an area measuring 3 Cottahs 5 Chittacks 30 sq. Ft (equivalent to 6 (six) decimals) more or less} C.S. Khatian No. 184, R.S. Khatian No. 1170 and 1171, R.S. No. 45, Touji No. 172, Mouza: Sodepur, J.L. No. 8, P.S. Khardah, District: North 24 Parganas Together with fully incomplete flats/units to be constructed being an area measuring 1000 sq. Ft built up area and 150 sq. Ft more or less of car parking space on the ground floor and undivided built up area measuring 418 more or less comprised in two flats [being the North East side of the second floor measuring 175 sq. Ft more or less and on the North West side of the third floor measuring 243 sq. Ft more or

less of the building under construction and registered before the Additional Registrar of Assurances – II, Kolkata and recorded in Book No. I, Volume No. 1902 – 2015, Pages 26611 to 26648, Being No. 190207188 for the year 2015

- N. By a Deed of Conveyance dated 17.10.2015 executed by Smt. Madhabi Chatterjee And Smt. Madhabi Chatterjee as the constituted attorney of Ms. Sharmistha Chatterjee and Ms. Saswati Chatterjee described as the Vendors sold to M/s. Castle Projects Private Limited All That their undivided share, interest and benefits in 18.75% in the piece and parcel of the land measuring 10 Cottahs more or less (equivalent to 17 (seventeen) decimals in Premises No. 5 and 8 Iswar Chatterjee Road, P.O. Sodepur, P.S. Khardah, Kolkata -700110 District: North 24 Parganas within Ward no. 17 of Panihati Municipality (and comprised in C.S. Dag No. 57 corresponding to R.S. Dag No. 57/3023 {having an area measuring 6 Cottahs 10 Chittacks 15 sq. Ft (equivalent to 11 (eleven) decimals) more or less} and R.S. Dag No. 57/3025 {having an area measuring 3 Cottahs 5 Chittacks 30 sq. Ft (equivalent to 6 (six) decimals) more or less} C.S. Khatian No. 184, R.S. Khatian No. 1170 and 1171, R.S. No. 45, Touji No. 172, Mouza: Sodepur, J.L. No. 8, P.S. Khardah, District: North 24 Parganas Together with the semi constructed area (a) one flat measuring about 501.75 Sq ft (out of the total area measuring 669 Sq ft) built up area on the North west side on the second floor, (b) another flat measuring about 702.75 Sq ft (out of the total area measuring 937 sq.ft) built up area on the South West side of the third floor (c) value at the market rate for balance 49.5 Sq ft (out of 66 sq. ft) built up area payable by the Promoter, Castle Projects (P) Ltd, together with the rights, title & interest along with obligations, liabilities & duties towards M/s Primax Management Services (P) Ltd of 110, Merlin Chambers, 1, Crooked Lane, Kolkata - 700069 in respect of the two flats measuring 1124 Sq ft and 730 Sq ft built up area situated on the South East side on the first floor and North East side on the second floor respectively, which has already been sold to them by Late Biswanath Chatterjee together with all right, title, interest and benefit arising therefrom in the piece and parcel of land and registered before the Additional

Registrar of Assurances – IV, Kolkata and recorded in Book No. I, Volume No. 1904 – 2015, Pages 57769 to 57808, Being No. 190401701 for the year 2015

O. Thus by the said two Deeds of Conveyances, dated 3.007.2015 and 17.10.2015 M/s. Castle Projects Private Limited became the sole and absolute owner of the land measuring 10 Cottahs more or less in Premises No. 5 and 8 Iswar Chatterjee Road, P.O. Sodepur, P.S. Khardah, Kolkata -700110 District: North 24 Parganas within Ward no. 17 of Panihati Municipality (and comprised in C.S. Dag No. 57 corresponding to R.S. Dag No. 57/3023 {having an area measuring 11 (eleven) decimals (equivalent to 6 Cottahs 10 Chittacks 15 sq. Ft) more or less} and R.S. Dag No. 57/3025 {having an area measuring 6 (six) decimals (equivalent to 3 Cottahs 5 Chittacks 30 sq. Ft) more or less} C.S. Khatian No. 184, R.S. Khatian No. 1170 and 1171, R.S. No. 45, Touji No. 172, Mouza: Sodepur, J.L. No. 8, P.S. Khardah, District: North 24 Parganas

M/s. Castle Projects Private Limited duly recorded its name in the records of B.L. & L.R.O as the owner of 17 decimals (i.e 10 Cottahs) more or less of Land in the 2 Plots being Dag No. 57/3023 and 57/3025 in Mouza: Sodepur, J.L. No. 8, District: North 24 Parganas And under Khatian No. 1594

P. M/s. Castle Projects Private Limited has also duly recorded its name in the records of Panihati Municipality and that the Premises was numbered as No 5A, Iswar Chatterjee Road falling within Ward No. 17 .

Q. The Promoter / Owner thus became the sole and absolute owner and well and sufficiently seized and possessed of the said property as morefully described in the First Schedule hereinbelow written and got the same mutated in his name in the records of Panihati Municipality as the owner of Premises No. 5A Iswar Chatterjee Road, P.O. Sodepur, P.S. Khardah, Kolkata -700110 District: North 24 Parganas within Ward no. 17 of Panihati Municipality and in the B.L & L. R. O records as the owner of L.R. Dag Nos. 57/3023 and 57/3025 in Khatian No. 1594, J.L. No. 8, Mouza: Sodepur, P.O. Sodepur, P.S. Khardah, Kolkata -700110 District: North 24 Parganas as the owner of land measuring **17 (seventeen) decimals (equivalent to 10 (Ten) Cottahs)** more or less and is in possession of the same.

- R. The Promoter / Owner being the sole and absolute owner of the said property and is entitled to deal with the same in any manner he deems fit and proper.
- S. The Promoter / Owner has decided to develop the said property by constructing a multistoried building/s and for the purpose of development of the said property
- T. The Promoter / Owner has agreed that all the flats, apartments, units, car parking spaces, other spaces to be constructed and constructed in the said property shall be sold .
- U. The Promoter / Owner has caused the plan to be sanctioned from the Panihati Municipality bearing No. 369 dated 4.10.2018 and started construction of the new building at the said premises in accordance therewith.
- V. The Promoter have represented that the said representatives are duly authorized persons of the Promoter and competent to negotiate, enter into, sign and execute this Agreement pursuant to the Board Resolution.
- W. The Allottee being desirous of owning and acquiring **ALL THAT** the said Flat being Unit No on the floor having a super built up area of square feet more or less and corresponding carpet area of(..... thousandhundred) square feet, more or less, in the new building known as "Castle....." situated at the said premises morefully mentioned and described in the First Schedule hereinabove of the new building, have approached the PROMOTER for sale of the said Unit and the PROMOTER has agreed to sell the same to the Allottee in a manner free from all encumbrances charges mortgages liens lispendens acquisitions requisitions attachment and trusts whatsoever or howsoever at or for the consideration and on the terms and conditions more fully contained hereinafter.
- X. It is recorded that at or before execution of this Agreement, the Allottee has examined and fully satisfied himself as to the following:

- a. The Certified Copies as well as the original title deeds and papers in respect of the said premises showing title of the PROMOTER to the said premises;
- b. The terms and conditions contained in this Agreement;
- c. The Plan sanctioned by the Panihati Municipality;
- d. The total super built-up area to comprise in the said Unit and the properties appurtenant thereto;
- e. The specifications of materials to be used for the construction of the said Unit and the new building;

And have agreed not to raise any objections whatsoever or howsoever with regard thereto.

Y. M/s. Castle Projects (P) Ltd. (Promoter Owner) is the absolute and lawful owner of being Premises No. 5A Iswar Chatterjee Road [formerly part and portion of no. 5 and 8 Iswar Chatterjee Road], [L.R. Dag No. 57/3023; R.S. Dag No. 57/3023 having an area measuring 11 (eleven) decimals (equivalent to 6 Cottahs 10 Chittacks 15 sq. ft.)-more or less and L.R.Dag No. 57/3025; R.S. Dag No. 57/3025 having an area measuring 6 (six) decimals (equivalent to 3 Cottahs 5 Chittacks 30 sq. ft.) more or less., C.S. no. 57 L.R. Khatian No. 1594 and lying and totally admeasuring **17 (seventeen) decimals (equivalent to 10 Cottahs)** more or less situated in Mouza Sodepur, J.L. No. 8,], P.O. Sodepur, P.S. Khardah, Kolkata -700110 District: North 24 Parganas within Ward no. 17 of Panihati Municipality] ("Said Land") vide sale deed(s) dated Deeds of Conveyances dated 3.07.2015 and 17.10.2015 which is registered before the Additional Registrar of Assurances – II, Kolkata and recorded in Book No. I, Volume No. 1902 – 2015, Pages 26611 to 26648, Being No. 190207188 for the year 2015 and registered before the Additional Registrar of Assurances – IV, Kolkata and recorded in Book No. I, Volume No. 1904 – 2015, Pages 57769 to 57808, Being No. 190401701 for the year 2015 respectively..

Z. The said land is earmarked for the purpose of building of a [commercial/residential/any other purpose] project, comprisingmultistoried apartment buildings and [insert any other components of the Projects] and the said project shall be known as "Castle..... ' ("Project")

- AA. 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 constructed have been completed.
- BB. The Promoter / Owner has caused the plan to be sanctioned from the Panihati Municipality bearing No. 369 dated 4.10.2018 and started construction of the new building at the said premises in accordance therewith
- CC. The promoter has obtained the final layout plan, sanctioned plan, specification and approvals for the project and also for the apartment, plot or building, as the case may be from Panihati Municipality. The promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable.
- DD. The Promoter has been registered the project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at _____ on _____ under registration no. _____ .
- EE. The Allottee had applied for an apartment in the Project vides application no. Dated And has been allotted apartment no. Having carpet area of Square feet, type, on Floor in [tower/block/building] no. ("Building") along with garage/covered parking no. admeasuring square feet in the [Please insert the location of the garage/covered parking], as permissible under the applicable law and of pro rata share in the common areas ("Common Area") as defied under clause (m) of section 2 of the Act (hereinafter referred to as the "Apartment" more particularly described in Schedule-A and the floor plan or the apartment is annexed hereto and marked as Schedule-B);

- FF. The Parties have gone through all the terms & conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- GG. The Parties hereby confirm that they are signing this Agreement with full knowledge of the all laws, rules, regulations, notifications etc. applicable to the Project.
- HH. 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;
- II. 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 [Apartment/Plot] and the garage/covered parking (if applicable) as specified in Para G.

NOW THEREFORE, in consideration of the mutual representation, covenants, assurances, promises and agreement contained herein and other good and valuable consideration, the parties agree as follows:

1. TERMS :

- 1.1 Subject to the terms & conditions as detailed in this Agreement, the Promoter hereby agrees to sell to the Allottee(s) and the Allottee(s) hereby agrees to purchase , the Flat being Unit / Apartment / Flat No on thefloor having a super built up area ofsquare feet more or less and corresponding carpet area of(..... thousandhundred) square feet, more or less Together with one / two open /covered car parking space on the ground floor , in the new building known as “Castle” (hereinafter referred to as the “said Unit”)

- 1.2 The Total Price for the Flat being Unit / Apartment / Flat No on thefloor based on the carpet area is Rs. (Rupees.....LakhThousand Hundred only) ("**Total Price**") (Give break-up and description):-

Block/Building/ Tower No.....	Rate of Apartment per square feet*
Flat being Unit / Apartment / Flat No	
Type.....	
Floor.....	
Total Price (in Rupees)	-----

- * Provide break-up of the amounts such as cost of apartment, proportionate cost of common areas, preferential location charges, cost of exclusive balcony or verandah areas, cost of exclusive open terrace areas, taxes, maintenance charges, as per Para II etc., if/ as applicable.

Therefore the Total Consideration Price is as under:

Flat being Unit / Apartment / Flat No	Rs.
Garage/ covered parking- 1 & 2	Rs.
Total price (in Rupees)	-----

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Explanation:

- (i) The Total Price above includes the booking amount paid by the allottee to the Promoter towards the Flat being Unit / Apartment / Flat No on thefloor having a super built up area ofsquare feet more or less and corresponding carpet area of(..... thousandhundred) square feet, more or less, Together with the One / Two Car Parking Space on the Ground Floor in the new building known as “Castle”
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of G.S.T. and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) upto the date of the handing over the possession of the Apartment/Plot to the allottee and the Project to the association of allottees or the competent authority, as the case may be, after obtaining the completion certificate;

Provided that in case there is any change/ modification in the taxes, the subsequent amount payable by the Allottee(s) to the Promoter shall be increased/ reduced based on such change/ modification.

Provided further that if there is any increase in the taxes after the expiry of the schedule date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Project by the Authority, as per the Act, the same shall not be charged from the Allottee;

- (iii) The Promoter shall periodically intimate to the Allottee(s), the amount payable as stated in (i) above and the Allottee(s) shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee(s) the details of the taxes paid or demanded along with the Acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;

(iv) The Total Price of Apartment includes recovery of price of land, construction of, not only the Apartment but also, the common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per Para. II etc. and includes cost for providing all other facilities, amenities and specification to be provided within the Apartment/ Plot and the Project.

1.3 The Total Price is escalation free, save and except increases which the Allottee(s) hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority, from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee(s) for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/ order/ rules/ regulations to that effect along with the demand letter being issued to the Allottee(s), which shall only be applicable on subsequent payments:

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

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

1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee(s) by discounting such early payments @ _____% per annum for the period by which the respective installment has been preponed. The

provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee(s) by the Promoter.

- 1.6 It is agreed that the Promoter shall not make any addition and alteration in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at Schedule 'D' and Schedule 'E' (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the Apartment/ Plot/building, as the case may be, without the previous written consent of the Allottee(s) as per the provisions of the Act:

Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee(s), or such minor changes or alterations as per the provisions of the Act.

- 1.7 The Promoter shall confirm to the final carpet areas that has been allotted the Allottee after in construction of the building is complete and the occupancy certificate the granted by the competent authority, by furnishing details of the charges, if any in the carpet area. The Total Price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If the there is reduction in the carpet area than the Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the Apartment, allotted to the Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in Schedule C. All these monetary adjustments shall be made at the same rate per square feet as agreed in Para 1.2 of this agreement.

- 1.8 Subject to Para 9.3 the Promoter agreed and acknowledges, the Allottee shall have the right to the Apartment as mentioned below:

(i) The Allottee(s) shall have exclusive ownership of the Apartment;

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

1.9 It is made clear by the Promoter and the Allottee agrees that the Apartment/ Plot along with ----- garage/ covered parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/ combined with any other project in its vicinity or otherwise accept for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottee(s) of the Project.

- 1.10 The Promoter agrees to pay all outgoings/ dues before transferring the physical possession of the Apartment to the Allottee(s) which it has collected from the Allottee(s), for the payment of outgoings/dues (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). If the Promoter fails to pay all or any of the outgoings/ dues collected by it from the Allottee(s) or any liability, mortgage loan and interest thereon before transferring the Apartment to the Allottee(s), the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings/ dues and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.
- 1.11 The Allottee has paid a sum of Rs. ----- (Rupees----- only) as booking amount being part payment towards the Total Price of the Apartment at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment as prescribed in the payment plan at [Schedule C] as may be demanded by the Promoter within the time and manner specified therein.

Provided that if the Allottee(s) delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules.

2. **MODE OF PAYMENT:**

Subject to the terms of the agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the payment plan [through account payee cheque / demand draft/ banker's cheque or online payment (as applicable) in favor of ----
----- payable at -----

3. **COMPLIANCE OF LAWS RELATING TO REMITTANCES:**

3.1 The Allottee, if residence outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 ('FEMA'), Reserve Bank of India Act, 1934 ('RBI' Act) and the Rules and Regulation made thereunder or any statutory amendments or modifications made thereof and all others applicable laws including that of remittance of payment, acquisition/ sale/ transfer of immovable properties in India etc. and provide the Promoter with such permission, approval which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulation of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/ her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/ she may be liable for any action under Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

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

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

The Allottee authorized the Promoter to adjust/ appropriate all payments made by him/ her under any head(s) of dues against lawful outstanding of the Allottee against the

[Apartment/Plot], if any, in his/ her name and the Allottee undertakes not to object/ demand/ direct the Promoter to adjust his payments in any manner.

5. **TIME IS ESSENCE :**

The Promoter shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the Apartment to the Allottee and the common areas to the Association of allottees or the competent authority, as the case may be.

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

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Apartment and accepted the floor plan, payment plan and the specification, amenities and facilities annexed along with this Agreement which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities, Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent authorities and shall also strictly abide by the bye-laws, FAR, and density norms and provisions prescribed by the Bengal Municipal Building Rules, 2007 and shall not have an option to make any variation/ alteration/ modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of this Agreement.

7. **POSSESSION OF THE APARTMENT:**

7.1 **Schedule for possession of the said [Apartment]** – The Promoter agrees and understands that timely delivery of possession of the [Apartment] to the Allottee and the common areas to the Association of allottees or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to handover

possession of the Apartment along with ready and complete common areas with all specifications, amenities and facilities of the Project in place on----- unless there is delay or failure due to war, flood, drought, fire, cyclone earthquake or any other calamity caused by nature effecting the regular development of the real estate project ("*Force Majeure*"). If, however, the completion of Project is delayed due to the *Force Majeure* conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment.

Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee(s) agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to *Force Majeure* conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee(s) the entire amount received by the Promoter from the Allotment within 45 days from that date. The Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agreed that he/ she shall not have any rights, claims etc. against the Promoter and the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

- 7.2 **Procedure for taking possession-** The Promoter, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the Apartment, to the Allottee(s) in terms of this Agreement to be taken within 2 (two) months from the date of issue of occupancy certificate. [Provided that, in the absence of local law, the conveyance deed in favor of the Allottee shall be carried out by the Promoter within three months from the date of issue of occupancy certificate]. The Promoter agrees and undertakes to indemnify the Allottee(s) in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee(s), after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/ Association of Allottees, as the case may be, after the issuance of completion certificate for the Project. The Promoter shall handover the occupancy certificate of the Apartment, as the case may be, to the Allottee at the time of conveyance of the same.

- 7.3 **Failure of Allottee to take possession of Apartment-** Upon receiving a written intimation from the Promoter as per Para 7.2 above, the Allottee(s) shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoter shall give possession of the Apartment to the Allottee(s). In case the Allottee(s) fails to take possession within the time provided as per Para 7.2 above, such Allottee shall continue to be liable to pay maintenance charges as specified under Para 7.2 above.
- 7.4 **Possession by the Allottee-** After obtaining the occupancy certificate* and handing over physical possession of the Apartment to the Allottee, it shall be the responsibility of the Promoter to handover the necessary documents and plan, including common areas to the Association of allottees or the competent authority, as the case may be, as per the local laws:
[Provided that, in the absence of any local law, the Promoter shall handover the necessary documents and plans, including common areas, to the Association of allottees or the competent authority, as the case may be, within thirty days after obtaining the completion certificate or all the flat being sold, conveyed and transferred which ever is later].
- 7.5 **Cancellation by Allottee-** The Allottee(s) shall have the right to cancel/withdraw his allotment in the Project as provided in the Act:
Provided that where the Allottee(s) proposes to cancel/withdraw from the Project without any fault of the Promoter, the Promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the Allottee(s) shall be returned by the Promoter to the Allottee(s) within forty-five days of such cancellation.
- 7.6 **Compensation** – The Promoter shall compensate the Allottee in case of any loss, caused to him due to defective title of the land, on which the Project is being developed or has been developed, in the manner as provided under the Act and the claim for the

interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the said Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified in Para 7.1 above; or (ii) due to discontinuance of his business as a Promoter on account of suspension or revocation of the registration under the provisions of the Act; or for any other reason; the Promoter shall be liable, on demand to the Allottee, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, with interest including compensation in the manner as provided under the Act within forty-five days of it becoming due:

Provided that where if the Allottee does not intent to withdraw from the Project the Promoter shall pay the Allottee interest for every month of delay, till the handing over of the possession of the Apartment, which shall be paid by the Promoter to the Allottee within forty-five days of it becoming due.

8. **REPRESENTATIONS AND WARRANTIES OF THE PROMOTER :**

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

- (i) The Promoter has absolute, clear and marketable title with respect to the said Land and the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project;
- (iv) There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the Apartment;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Apartment are valid and subsisting and have been obtained by

following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Apartment and common areas;

- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee(s) created herein, may prejudicially be affected;
- (vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee(s) under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee(s) in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee(s) and the common areas to the association of allottees or the competent authority, as the case may be;
- (x) The Schedule Property is not the subject matters of any HUF and that no part thereof is owned by any minor and /or no minor has any right, title and claim over the Schedule Property;
- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent authorities till the completion certificate has been issued and possession of the Apartment along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee and the Association of allottees or the competent authority, as the case may be;
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES :

9.1 Subject to the Force Majeure clause, the Promoter shall be considered under a condition of default, in the following events:-

- (i) The Promoter fails to provide ready to move in possession of the [Apartment /Flat] to the Allottee(s) within the time period specified in Para 7.1 above in this Agreement or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this Para, 'ready to move in possession' shall mean that the Apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority;
- (ii) Discontinuance of the Promoter's business as a Promoter on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

9.2 In case of default by the Promoter under the conditions listed above, Allottee(s) is entitled to the following:-

- (i) Stop making further payments to the Promoter as demanded by the Promoter. If the Allottee(s) stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee(s) be required to make the next payment without any interest; or
- (ii) The Allottee(s) shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee(s) under any head whatsoever towards the purchase of the Apartment, along with interest within forty-five days of receiving the termination notice:

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

- 9.3 The Allottee(s) shall be considered under a condition of default, on the occurrence of the following events:
- (i) In case the Allottee(s) fails to make payments for ----- consecutive demands made by the Promoter as per the payment plan annexed hereto, despite having been issued notice in that regard, the Allottee(s) shall be liable to pay interest to the Promoter on the unpaid amount at the rate prescribed in the Rules.
 - (ii) In case of default by Allottee under the conditions listed above continues for a period beyond ----- consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Apartment in favour of the Allottee(s) and refund the money paid to him by the Allottee(s) by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated :

Provided that the Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination.

10. **CONVEYANCE OF THE SAID APARTMENT/ POLT :**

The Promoter, on receipt of Total Price of the Apartment as per Para 1.2 under the Agreement from the Allottee shall execute a conveyance deed and convey the title of the Apartment together with proportionate indivisible share in common areas within three months from the date of issuance of the occupancy certificate and the completion certificate, as the case may be, to the Allottee:

[Provided that, in absence of local law, the conveyance deed in favour of the Allottee shall be carried out by the Promoter within three months from the date of issue of occupancy certificate].

However, in case the Allottee(s) fails to deposit the stamp duty, registration charges within the period mentioned in the demand notice, letter, the Allottee(s) authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee(s).

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

The Promoter shall be responsible for providing and maintaining the essential services in the Project, till the taking over of the maintenance of the Project by the Association of allottees upon the issuance of the completion certificate of the Project. The cost of such maintenance has been included in the Total Price of the Apartment.

12. DEFECT LIABILITY :

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per this Agreement relating to such development is brought to the notice of the Promoter within a period of five years by the allottee from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within thirty days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee(s) shall be entitled to receive appropriate compensation in the manner as provided under the Act.

13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

The Promoter/ maintenance agency/Association of allottees shall have rights of unrestricted access of all common areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Allottee(s) agrees to permit the Association of allottees and/or maintenance agency to enter into the Apartment or any Part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

14. USAGE:

Use of Basement(s) and service areas:- The basement and service areas, if any, as located within the (Project name), shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee(s) shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for used by the Association of allottees for rendering maintenance services.

15. **COMPLIANCE WITH RESPECT TO THE APARTMENT/ PLOT :**

- 15.1 Subject to Para 12 above, the Allottee(s) shall, after taking possession, be solely responsible to maintain the said Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the said building Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the said Apartment, and keep the said Apartment/ Plot,, its walls and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the building is not in any way damaged or jeopardized.
- 15.2 The Allottee further undertakes, assures and grantees that he/ she would not put any sign-board/ name-plate, neon light, publicity material or advertisement material etc. on the façade of the building or anywhere on the exterior of the Project, building therein or common areas. The Allottee also not change the color scheme of outer wall or painting of the exterior side of windows or carry out any change in the exterior elevation or design. Further the Allottee shall store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the building. The Allottee shall also not remove any wall, including the outer and load wall of the Apartment.

15.3 The Allottee shall plan and distribute its electric load in conformity with the electric systems installed by the Promoter and thereafter the Association of allottees and/or maintenance agency appointed by the association of allottees. The Allottee shall be responsive for any loss or damages arising out of breach of any of the aforesaid conditions.

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

The Parties are entering into this Agreement for the allotment of an Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the Project.

17. **ADDITIONAL CONSTRUCTIONS:**

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

18. **PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:**

After the Promoter executes this Agreement he shall not mortgage or create a charge on the said [Apartment/ Building] and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage for charge shall not affect the right and interest of the Allottee(s) who has taken or agreed to take such [Apartment / Building].

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

The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the *West Bengal Apartment Ownership Act, 1972*. The promoter showing compliance of various laws/ regulations as applicable in the said Act and the Rules framed thereunder.

20. **BINDING EFFECT :**

Forwarding this Agreement to the Allottee(s) by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee(s) until, firstly, the Allottee(s) signs

and delivers this Agreement with all the Schedules along with the payments due as stipulated in this payment plan within thirty days from the date of receipt by the Allottee(s) and secondly, appears for registration of the same before the concerned Additional District Sub-Registrar at Sodepur, District Registrar at Barasat or the Registrar of Assurances, Kolkata as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee(s) and/or appear before the Additional District Sub-Registrar at Sodepur, District Registrar at Barasat or the Registrar of Assurances, Kolkata as may be decided by the Promoter at its sole discretion for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee(s) for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee(s), application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee(s) in connection therewith including the booking amount shall be returned to the Allottee(s) without any interest or compensation whatsoever.

21. ENTIRE AGREEMENT:

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

22. RIGHT TO AMEND :

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

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

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the said Apartment and the Project shall equally be applicable to and enforceable against and by

any subsequent Allottee of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

24. WAIVER NOT A LIMITATION TO ENFORCE:

24.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as said out in this Agreement waive the breach by the Allottee in not making payments as per the payment plan [Annexure C] including waving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other allottees.

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

25. SEVERABILITY:

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

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

Wherever in this Agreement it is stipulated that the Allottee(s) has to make any payment, in common with other allottee(s) in the Project, the same shall be the

proportion which the carpet area of the Apartment bears to the total carpet area of all the [Apartments/Plots] in the Project.

27. FURTHER ASSURANCES:

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

28. PLACE OF EXECUTION :

The execution of this Agreement shall be completed only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in Kolkata----- after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Additional District Sub-Registrar at Sodepur, District Registrar at Barasat or the Registrar of Assurances,Kolkata. Hence this Agreement shall be deemed to have been executed at Kolkata.

29. NOTICES:

That all the notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by registered post at their respective addresses specified below:-

M/sCastle Projects (P) Ltd..(Promoter's name)	Allottee(s) name
Address.....	Address.....

208, Shantiniketan Building, 8, Camac Street, Kolkata – 700 017	
--	--

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

30. JOINT ALLOTTEE:

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

31. SAVINGS:

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

32. GOVERNING LAW:

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act and the Rules and

Regulations made thereunder including other applicable laws of India for the time being in force.

33. DISPUTE RESOLUTION :

All or any dispute 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 discussions, failing which the same shall be settled under Arbitration and Conciliation Act 1996.

(Please insert any other terms and conditions as per contractual understanding between the Parties. However, please ensure that such additional terms and conditions are not in derogation of or inconsistent with the terms and conditions set out above or the Act and the rules and Regulations made thereunder.)

IN WITNESS WHEREOF 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.

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee: (including joint buyers)

(1) Signature _____

Name _____

Address _____

(2) Signature _____

Name _____

Address _____

*Please affix
photographs
and sign
across the
photograph*

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photographs
and sign
across the
photograph*

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Promoter:

(1) Signature _____

Name _____

Address _____

At _____ on _____ in the presence of:

WITNESSES:

1. Signature _____

Name _____

Address _____

2. Signature _____

Name _____

Address _____

SCHEDULE-‘A’

DESCRIPTION OF THE [APARTMENT/PLOT] AND TILE GARAGE/COVERED PARKING (IF APPLICABLE) ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS

ALL THAT divided and demarcated piece and parcel of land measuring **17 (seventeen) decimals (equivalent to 10 (Ten) Cottahs)** more or less, bastu and danga land together with structures standing thereon, being Premises No. 5A Iswar Chatterjee Road, [comprised in 2 Plots being **[1]L.R. Dag No. 57/3023**, R.S. Dag No. 57/3023 land measuring **11 (eleven) decimals (equivalent to 6 Cottahs 10 Chittacks 15 Sq.ft.)** more or less and **[2]L.R. Dag No. 57/3057**, R.S. Dag No 57/3025 land measuring **6 (six) decimals (equivalent to 3 Cottahs 5 Chittaks 30 Sq.ft.)** more or less , L.R. Khatian No. 1594 and lying and situated in Mouza Sodepur, J.L. No. 8], P.O. Sodepur, P.S. Khardah, Kolkata -700110 District: North 24 Parganas within Ward no. 17 of Panihati Municipality and as shown in Blue colour boundary line on the Plan annexed and marked as Annexure “1 hereto, together with all other rights of easement attached thereto, butted and bounded as follows:

On the North : by land & building of Late Sosti Charan Chatterjee

On the South : by 40 feet wide Iswar Chatterjee Road, Sodepur

On the East : by land of Abhaya Rani Devi & Biswanath Chatterjee

On the West : by 8 feet by 6 feet wide common passage

SCHEDULE-'B' -

FLOOR PLAN OF THE APARTMENT

ALL THAT the self contained Flat being Unit / Apartment / Flat No on thefloor having a super built up area ofsquare feet more or less and corresponding carpet area of(..... thousandhundred) square feet, more or less, in the new building known as "Castle" at the said premises morefully mentioned and described in the First Schedule hereinabove written consisting one Drawing cum dining room, 2 (two) bedrooms, 2 (two) toilets, one kitchen, 1 (one) balcony of the new building and together with the right to ingress and egress from all paths, passageways for the entire new building at the said premises together with the proportionate undivided indivisible impartible variable share of the land at the said premises attributable to the said Unit and together with the proportionate share in common areas, installations and facilities

SCHEDULE- 'C'

PAYMENT PLAN

(Consideration)

The total consideration for sale of the properties mentioned in the SECOND SCHEDULE hereinabove written i.e., the said Unit, agreed to be sold hereunder to the Allottee, and the properties benefits and rights appurtenant thereto shall be a sum of **Rs.00,00,000/- (Rupees Lakhs Thousand Hundred only).**

PART II

(INSTALLMENT OF PAYMENTS)

Total consideration amount of Rs. 00,00,000/- as mentioned in Part I shall be paid by the Allottee to the Promoter in installments as follows: -

- a) 00% of the total consideration amounting to Rs. 0,00,000/-immediately at the time of booking
- b) 00% of the total consideration amounting to Rs. 0,00,000/- after completion of foundation work.
- c) 00% of the total consideration amounting to Rs. 0,00,000/-on casting of 2nd slab of the corresponding wing
- d) 00% of the total consideration amounting to Rs. 0,00,000/- on casting of 4th slab of the corresponding wing
- e) 00% of the total consideration amounting to Rs. 0,00,000/- on commencement of brick work in the corresponding flat
- f) 00% of the total consideration amounting to Rs. 0,00,000/- on commencement of plumbing work in the corresponding flat
- g) 00% of the total consideration amounting to Rs. 0,00,000/- on commencement of flooring work in the corresponding flat
- h) 00% of the total consideration amounting to Rs. 0,00,000/- on commencement of electrical work in the corresponding flat
- i) 00% balance amount remaining of the total consideration amounting to Rs. 0,00,000/- on possession.

SCHEDULE- 'D'

SEPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE APARTMENT/ PLOT)

(Specifications)

1.FLOORING :	Tiles in the entire unit, stairs and crazy mosaic in other common service areas.
2.ELECTRICAL	:Internal concealed wiring with standard quality and modular switches.
3.BATHROOMS	:Tiles Flooring & Walls of Glazed tiles of standard quality upto 6.5 ft. height, White/Cream Glazed sanitary ware and plated fittings with concealed internal plumbing.
4. KITCHEN	:Tiles Flooring, Working platform granite top with glazed tiles in the working area upto 2.0 ft. with steel sink.
5. DOORS	: Standard quality flush doors with lock only on the main door.
6. WINDOWS	:Window with standard quality wood/Aluminium
7. TELEPHONE	:One point each in all bedrooms and the living room in the said Unit.
8. A.C.POINTS	:One A.C.Point provision in all bedrooms.
9. LIFT	: Branded 6-8 passenger lift.
10. BALCONY	: Decorative balcony.

SCHEDULE- 'E'

SEPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE PROJECT)

(Common areas, installations and facilities)

1. The owner of the land, prospective purchasers, society or syndicate or Association shall allow each other the following easement and quasi-easements rights privileges etc.
 - i) Land under the said building described in the Schedule herein before.
 - ii) All sides spaces, open spaces, paths, passages, drains ways in the land of the said building/complex .
 - iii) General lighting of the common portions and space for installations of electric meter in general and separate.

- iv) Drains and sewers from the building in the Municipal connection drains and/or sewerage.
- v) Stair case and staircases landing.
- vi) Lobbies in each floor.
- vii) Common septic tank.
- viii) Common water pump.
- ix) Common water reservoir.
- x) Water and sewerage evicton from the pipes of the every units, to drain and sewerage common to the said building.
- xi) Common electric line.
- xii) Lift facilities.
- xiii) Durwan and/or caretakers room , Meter Room ,common toilets
- xiv) The boundary walls, entrances and exit points of the Premises, all passages and open spaces of the Premises required to be kept open under the law, Common space and/or spaces including the space meant Security Guards or any other space, utility or services as may mutually decide without affecting any one's individual rights or title.
- xv) All common installations, connections and serving facilities including water courses, ferrule, electrical power supply, common lights, telephone D. P. sewerage and water drains, gutters, pipes, cables, conduits, connections and common electrical wiring.
- xvi) Cost of Maintenance of Gardens in the buildings, community hall, Gymnasium, Lounge areas, Firefighting equipment's, Lobby maintenance,
- xvii) Entrance and exit gates of the block, Paths passages and open spaces in the building other than those reserved by the Promoter / Owner for their own use for any purpose and those meant or earmarked or intended to be reserved for parking of motor cars or marked by the Promoter / Owner for use of any Co-owner.
- xviii) Driveway in the ground floor of the complex.

- xix) Lift with lift shaft and the lobby in front of it on typical floors and lift machine room the stairs leading to the roof thereof and the ultimate Roof.
- xx) Stand-by diesel generator set of reputed make of sufficient capacity for lighting the lights at the common areas for operation of lifts and pump and for supply of power in the said Unit to the extent of quantum mentioned herein and/or in the other Units during power failure and generator room in the ground floor of the complex.
- xxi) Concealed Electrical wiring and fittings and fixtures for lighting the staircases, lobby and landings and operating the lifts and separate electric meter/s and meter room in the ground floor of the block.
- xxii) Security Surveillance Area on Ground Floor of the complex .
- xxiii) Underground water reservoir for municipal water with a pull on pumps installed thereat for the block.
- xxiv) Water waste and sewerage evacuation pipes from the Units to drains and sewers common to the block and from the block to the municipal drain.
- xxv) Common bathroom with W.C. and common toilets in ground floor of the complex.
- xxvi) Room for Darwan/Security guard, caretaker's office in the ground Floor.
- xxvii) Requisite arrangement of Intercom/EPABX with connection to each individual flat from the reception in the ground floor.
- xxviii) The Roof is reserved for the Promoter / Owner only for the purpose of construction of additional floors/part floor/construction on a particular area of the Floor or otherwise as may be allowed by the Authorities and the ultimate open area of the roof shall form part of the common parts with rights to the purchaser to use the said roof.

(COMMON EXPENSES)

- a) 1. MAINTENANCE : All costs and expenses of maintaining repairing redecoration and renewing etc. of the Main structure and in particular the roof(only to the extent of leakage and drainage to the upper floors), gutters and water pipes for all purposes, drains and electric cables and wires in under or upon the block andenjoyed or used by the Allottee in common with other occupiers or serving more than one Unit/Flat and other saleable space at the said premises, main entrance and exit gates, landings and staircases of the block and enjoyed by the Allottee or used by him in common as aforesaid and the boundary walls of the premises, compounds, etc. The costs of cleaning and lighting the main entrance and exit gates, passage, driveway, landings, staircases and other parts of the said premises so enjoyed or used by the Allottee in common as aforesaid and keeping the adjoining side spaces in good and repaired conditions.
2. OPERATIONAL : All expenses for running and operating all machinery, equipment's and installations comprised in the common areas and installations (including lift, water pump with Motor, Generator, Fire Fighting equipments and accessories, Security Systems Deep Tube Well etc.) and also the costs of repairing, renovating and replacing the same.
3. STAFF : The salaries of and all other expenses of the staffs to be employed for the common purposes(e.g) security, electrician, maintenance persons, caretaker, plumber, administration persons, accountant, clerk, gardeners, sweepers, liftman, etc.) including their bonus and other emoluments and benefits.
4. ASSOCIATION : Establishment and all other expenses of the Association and also similar expenses of the Promoter / Owner or any agency looking after the common purposes and handing over the same to the Association.
5. TAXES : Municipal and other rates, taxes and levies and all other outgoings, if any, in respect of the premises (save those assessed separately in respect of any Unit).
6. INSURANCE : Insurance premium for insurance of the said premises hereinabove and also otherwise for insuring the same against earthquake, damages, fire, lighting mob, violence, civil commotion (and other risks, if insured).

7. COMMON UTILITIES : Expenses for serving/supply of common facilities and utilities and all charges incidental thereto.
8. RESERVES : Creation of funds or replacement of funds for replacement, renovation and/or other periodic expenses.
9. OTHER : All other expenses and/or outgoings including litigation expenses as are incurred by the Promoter / Owner and/or the Association for the common purpose.

[Other Common Expenses for Common Areas]

1. Expenses of maintaining, cleaning, repairing, painting, redecorating, replacement, reconstruction, etc. of the Common areas and facilities and all and every amenities in the building/complex.
2. The cost of electricity charges for common facilities including lighting the Common passages, Car Parking Areas, Security Guards Room.
3. The cost of working, maintenance, repair, replacement of tube well, common equipment, lights, etc.
4. The costs of the salaries of caretakers, sweepers, personnel, as may be employed from time to time.
5. Capital or recurring expenditure for replacement, renovation, installations of all or any item comprised in the general common areas and facilities.
6. Capital or recurring expenditure for replacement and/or repair of such common utilities.
7. The costs of others as may be necessary and incumbent including creation of reserve fund, or otherwise.
8. All or any other areas as may be deemed to be common areas as stated by the Promoter / Owner .

16. Execution and Delivery

16.1 In Witness Whereof the Parties have executed and delivered this Conveyance on the date mentioned above.

For Castle Projects (P) Ltd [Promoter / Owner]
Aayush Goel

Signature of Buyer

Drafted by: Protanu Deb Mukherjee
Advocate,
High Court, Calcutta

Witnesses:

Name _____

Fathers Name _____

Address

Signature

Name _____

Fathers Name _____

Address

Signature