

KAPPA ALPHAAGREEMENT FOR SALE

(Without Possession)

THIS AGREEMENT FOR SALE is made in the City of Kolkata on \_\_\_\_\_<sup>TH</sup> day of \_\_\_\_\_ '2024 (Two Thousand and Twenty-Four) in the Christian era.

BETWEEN

(1) SMT BINDU DEVI (PAN: BSGPD2058A)(Aadhaar No: 7547-3168-9707) wife of Sri Parashuram, by faith- Hindu, by Nationality - Indian, by occupation- Housewife, residing at 256 Gopalpur, Gorakhpur, P.O-Gopalpur, P.S- Gola, Dist.-Gorakhpur, PIN -273408, State of Uttar Pradesh, India, at present 2A, Bhagirathi Apartment, Tarulia 3nt lane, P.O- Krishnapur, P.S-New Town, Kolkata-700102, District- North 24 Parganas, West Bengal, (2) SRI ROHIT KUMAR (PAN: BQJPK0615D) (Aadhaar No: 6713-4143-5703) son of Sri Ashok Kumar Pandey, by faith- Hindu, by Nationality - Indian, by occupation- Service, residing at B2-402, Prasad Nagar Apartment, 27 B.T Road, P.O-Kamarhati, P.S-Belghoria, Kolkata-700058, District-North 24 Parganas, West Bengal, (3) SRI VISHAP KAUSHIK (PAN:BRVPK6007J) (Aadhaar No: 6524-1628-2783) son of Sri Sanjeev Kumar, by faith- Hindu, by Nationality - Indian, by occupation Service, residing at CG Construction, 5, Kabi Satyen Dutta Road, Pathanpur More, P.O & P.S- Nimta, Kolkata-700049, District-North 24 Parganas, West Bengal, (4) SRI KRISHAN KUMAR YADAV (PAN: APKPY4792C) (Aadhaar No :4388-8771-5081) son of Sri Ram Chander Yadav, by faith- Hindu, by Nationality - Indian, by occupation : Service, residing at Kasimpur Jharha, Lalgopalganj, P.O.- Lalgopalgang, P.S-Nawabganj, District-Allahabad, Uttar Pradesh, PIN : 229413, (5) SMT ANOWARA KHATUN (PAN: DCWPK0038M) (Aadhaar No 2340-9917-6276) wife of Mr. Nurul Ahasan and Daughter of Mr. Anowar Hossain, by faith- Muslim, by Nationality - Indian, by occupation Housewife, residing at 110B, Joy Kulla Molla Road, P.O.- Thakurpukur, P.S.-Thakurpukur, Kolkata-700063, District-South 24 Parganas, West Bengal, (6) SRI CHANDAN PRASAD (PAN APZPP6066P) (Aadhaar No :9692-8652-6740) son of Sri Shiwbachan Prasad, by faith- Hindu, by Nationality - Indian, by occupation: Service, residing at 26, Orphan Gunj Road, Khidirpore, P.O- Manshatala Lane, P.S- Wattgunge, Kolkata-700023, District-South 24 Parganas, West Bengal, (7) SMT VIJETA

BHARTI (PAN: ARWPB2997G) (Aadhaar No :9162-6313-3144) wife of Sri Anand Kumar Bharti, by faith- Hindu, by Nationality - Indian, by occupation- Housewife, residing at Subash Nagar, near Railway, Gungty, No-3, P.O-Munger, P.S.- Mongher Mufassil, District-Munger, Bihar, PIN : 811201, (8) MR HASAN AHMED HABIBULLAH (PAN: AAUPH9329P) (Aadhaar No: 9927-9971-6956) son of Mr. Nur Muhammad Khalilullah, by faith- Muslim, by Nationality - Indian, by occupation- Service, (9) SMT MASUMA PARVIN CHOWDHURY PAN :BGBPC2003D) (Aadhaar No:5247-4080-2805) wife of Mr. Hasan Ahmed Habibullah, by faith- Muslim, by Nationality - Indian, by occupation Housewife, both land owner No: 8 & 9 residing at Flat No-10, 20B Lower Range, P.O-Circus Avenue, P.S.- Karaya, Kolkata-700017, District: Kolkata, West Bengal, and (10) SMT TAIYEBA KHATUN (PAN: BPRPK0509M) (Aadhaar No-5669-7884-4199) wife of Md. Farmanuz Zaman, by faith- Muslim, by Nationality - Indian, by occupation Housewife, residing at Village and P.O. - Kutubganj, P.S.-Pukhuria, District-Malda, PIN -732102, at present - Flat L-7, H.C. Block, Kolkata Police Abasan, Sector-3, Salt Lake, P.O.-IB Market, P.S-Bidhannagar (South), Kolkata-700106, District- North 24 Parganas, West Bengal, hereinafter collectively called and referred to as the "LANDOWNERS" the said owners/vendors represented their "Constituted Attorney of "SAPID HOMES PRIVATE LIMITED" having its registered office at 170, Block-E, Rajarhat Road, Salua-Gopalpur, P.O: Rajarhat-Gopalpur, P.S : Airport, Kolkata :700136, Dist. North 24 Parganas, by one "Director" is SRI SUSHANT MEHER (PAN :DUEPM0033C) (Aadhaar No 8844-4538-2349) son of Late Tulsi Meher, by faith Hindu, by Occupation Business, by Nationality- Indian, residing at 3E, Sristi Plaza, Salua Bazar, Post Office Rajarhat-Gopalpur, Police Station Airport, Kolkata:700136, District- North 24 Parganas, (which expression shall unless excluded by or repugnant to the context hereof be deemed to mean and include his heirs, heiresses, executors, successors, legal representatives, nominees and/or successors-in-interest/office) of the FIRST PART

AND

"SAPID HOMES PRIVATE LIMITED" (PAN: ABKCS2039M) [CIN:U45309WB2023 PTC259866] having its registered office at 170, Block-E, Rajarhat Road, Salua-Gopalpur, P.O: Rajarhat-Gopalpur, P.S: Airport, Kolkata :700136, Dist. North 24 Parganas, represented by one Director SRI SUSHANT MEHER (PAN : DUEPM0033C) (Aadhaar No: 8844-4538-2349) son of Late Tulsi Meher, by faith : Hindu, by Nationality : Indian, by

occupation : Business, residing at 3E, Sristi Plaza, Salua Bazar, P.O.: Rajarhat- Gopalpur, P.S. Airport, Kolkata :700136, Dist.: North 24 Parganas, hereinafter called and referred to as the "DEVELOPER" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include it's heirs, executors, successors-in-office and administrators, and assigns) of the SECOND PART

AND

[If the Allottee is a company]

\_\_\_\_\_,(CIN no.\_\_\_\_\_)a company incorporated under the provisions of the Companies Act,[1956or2013,as the case maybe] ,having its registered office at\_\_\_\_\_,(PAN \_\_\_\_), represented by its authorized signatory,\_\_\_\_\_,(Aadhaar no.\_\_\_\_\_)duly authorized vide board resolution dated\_\_\_\_\_,hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor -in-interest, executors, administrators and permitted assignees). of the THIRD PART

[OR]

(1) MR \_\_\_\_\_ (PAN: ..... ) (Aadhaar No ..... ) son of Sri \_\_\_\_\_, by Nationality: Indian, by faith - Hindu by occupation: Business/service, and  
(2) MRS \_\_\_\_\_ (PAN: ..... ) (Aadhaar No ..... ) wife of Sri \_\_\_\_\_, by Nationality: Indian, by faith - Hindu by occupation: Housewife, both are residing at ..... West Bengal, hereinafter jointly called and referred to as the "PURCHASERS" (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to include their heirs, executors, administrators, representatives and assigns) of the THIRD PART

[If the Allottee is a Partnership]

\_\_\_\_\_, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at\_\_\_\_\_,(PAN\_\_\_\_\_),represented by its authorized partner,\_\_\_\_\_,(Aadhaar no.\_\_\_\_\_) authorized vide\_\_\_\_\_,herein after referred to as the "Allottee"(which expression shall unless repugnant to the context or meaning there of be deemed to mean and include

its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners). of the THIRD PART

[OR]

[If the Allottee is an Individual]

Mr./Ms. \_\_\_\_\_, (Aadhaar no. \_\_\_\_\_) son/  
daughter of \_\_\_\_\_ aged \_\_\_\_\_ about  
\_\_\_\_\_, residing at \_\_\_\_\_, (PAN \_\_\_\_\_), herein after called  
the "Allottee" (which expression shall unless repugnant to the context or meaning thereof  
be deemed to mean and include his/her heirs, executors, administrators, successors-in-  
interest and permitted assignees). of the THIRD PART

[OR]

[If the Allottee is a HUF]

Mr. \_\_\_\_\_, (Aadhaar no. \_\_\_\_\_) son of \_\_\_\_\_  
aged about \_\_\_\_\_ for self and as the Karta of  
the Hindu Joint Mitakshara Family known as \_\_\_\_\_ HUF, having its place of  
business/residence at \_\_\_\_\_, (PAN \_\_\_\_\_),  
hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the  
context or meaning thereof be deemed to include his heirs, representatives, executors,  
administrators, successors-in-interest and permitted assigns as well as the members of  
the said HUF, their heirs, executors, administrators, successors-in-interest and permitted  
assignees). of the THIRD PART

#### THE HISTORY OF TITLE IS GIVEN IN DETAILS BELOW

(A)

WHEREAS One Foni Sardar Gang was the absolute owner of all that the piece and parcel  
of land comprised in C.S. Dag No 1236, R.S. & L.R. Dag No 1242, at Mouza-  
Chakpanchuria, J.L No-33, P.S.- Rajarhat, within the local limits of Patharghata Gram  
Panchayet.

AND WHEREAS by a registered Deed of Sale and executed on 07/06/1939 at the office of  
the S.R. Cossipore, Dum Dum, kept and recorded in Book No-1, Volume No-27, Pages  
from 264 to 266 being the Deed No:1835 for the year 1939, the said Foni Sardar and  
others, have granted, sold, transfer, conveyed, assigned, assured and transferred of ALL

THAT the aforesaid plot of Shali land measuring about 429 decimal, comprised in the C.S Dag No-1236, in the C.S Khatian No-462, at Mouza-Chakpanchuria, J.L No-33, P.S.-Rajarhat, within the local limits of Patharghata Gram Panchayet, unto and in favour of Bakaridan Mistry and Mohammad Sarif Mistry, absolutely and forever free from all encumbrance, charges, lions, les pen dens, claims and/or demands whatsoever.

AND WHEREAS by a registered Deed of Sale and executed on 14/08/1940 at the office of the S.R. Cossipore, Dum Dum, kept and recorded in Book No-1, Volume No-38 Pages from 235 to 237, being the Deed No: 2256 for the year 1940, the said Bakaridan Mistry and Mohammad Sarif Mistry, have granted, sold, conveyed, assigned, assured and transferred of ALL THAT the aforesaid plot of Shali land measuring about 429 decimals, comprised in the C.S Dag No-1236, in the C.S Khatian No-462, at Mouza-Chakpanchuria, J.L No-33, P.S.-Rajarhat, within the local limits of Patharghata Gram Panchayet, unto and in favour of Sk. Habibulla, absolutely and forever free from all encumbrance, charges, lions, les pen dens, claims and/or demands whatsoever.

AND WHEREAS by a registered Deed of Sale registered and executed on 29/01/1958 at the office of the S.R. Cossipore, Dum Dum, kept and recorded in Book No-1, Volume No-26, Pages from 42 to 47 being the Deed No-507 for the year 1958, the said Sk. Habibulla has granted, sold, conveyed, assigned, assured and transferred of ALL THAT the aforesaid plot of Shali land measuring about 429 decimal comprised in the C.S Dag No-1236, in the C.S Khatian No-462, at Mouza- Chakpanchuria, J.L No. 33, P.S.-Rajarhat, within the local limits of Patharghata Gram Panchayet, unto and in favour of Smt. Nirmala Bala Mondal, absolutely and forever free from all encumbrance, charges, lions, lispendents, claims and/or demands whatsoever.

AND WHEREAS by virtue of above sale Deed the said Smt. Nirmala Bala Mondal is muted her name with the Records of Revisional Settlement land measuring an area of 05 Acre and 25 decimals, comprised in C.S. Khatian No 462, R.S. Khatian No 664, C.S. Dag No.1236, R.S. & L.R. Dag No 1242 of Mouza- Chakpanchuria, J.L No 33, R.S. No. 205 ½ Touzi No 145 at present 10, within the limits of Patharghata Gram Panchayet under Rajarhat, Dist.- North 24 Parganas.

AND WHEREAS by virtue of a Deed of Conveyance (Bengali Sub Bikray Kobala) made on 04/05/1981, duly registered in the office of Sub Registrar at Cossipore, Dum-Dum Dist.: 24

Parganas, it kept and recorded in Book No 1, Volume No 111, Page from 66 to 69, Being No 4330, for the year 1981, and the said Smt. Nirmala Bala Mondal, indefeasibly sold, transferred, conveyed, assigned and assured for the consideration in favour of Sri Kalipada Mondal & Sri Palan Chandra Roy.

AND WHEREAS by virtue of a Deed of Partition Dated on 06/06/1983, duly registered in the office of Dum Dum Cossipore, recorded in Book No 1, Volume No 153, Page from 86 to 98, Being No 5829, for the year 1983, and the said Sri Kalipada Mondal & Sri Palan Chandra Roy, partition for their convenience of possession.

AND WHEREAS by virtue of above partition deed the said Sri Kalipada Mondal, is the owner of land measuring an area of 09 Katha 09 Chittacks i.e. 16 Decimals (more or less), comprised in C.S Khatian No. 462, R.S Khatian No 664, CS Dag No 1236, R.S & LR Dag No-1242, of Mouza- Chakpanchuria, J.L No.33, R.S. No 205 ½ Touzi No 145 at present 10, within the limits of Patharghata Gram Panchayet under Rajarhat, Dist.- North 24 Parganas.

AND WHEREAS by virtue of a Deed of Kobala Dated on 18/09/1989, duly registered in the office of Bidhannagar, recorded in Book No 1, Volume No 152, Page from 139 to 148, Being No 7109, for the year 1989, and the said Sri Kalipada Mondal, indefeasibly sold, transferred, conveyed, assigned and assured for the consideration in favour of present vendor Sri Narendra Nath Chowdhury.

AND WHEREAS by virtue of above sale deed the said Sri Narendra Nath Chowdhury, is mutated his name with the records of L.R Settlement land 'measuring an area of 15.79 Decimals (more or less) out of 429 Decimal, comprised in C.S Khatian No 462, R.S Khatian No 664, L.R Khatian No 847/1, under C.S Dag No 1236, R.S & LR Dag No 1242, of Mouza Chakpanchuria, J.L. No.33, R.S. No 205 ½ Touzi No. 145 at present 10, within the limits of Patharghata Gram Panchayet under Rajarhat, Dist. North 24 Parganas.

AND WHEREAS by virtue an indenture of Deed of Conveyance duly registered on 2nd Day of August, 2022 in the office of ADSR, Rajarhat, New Town, Dist. : North 24 Parganas, the said Sri Narendra Nath Chowdhury (vendor) sold, transferred and conveyed of all that piece and parcel of Land 'measuring about 05.89 Decimals (more or less) out of 15.79 Decimals, comprised in C.S Khatian No 462, R.S Khatian No 664, L.R Khatian No.

847/1, under C.S Dag No 1236, R.S & LR Dag No 1242, at Mouza Chakpanchuria, J.L No 33, R.S. No. 205 ½ Touzi No 145 at present 10, within the limits of Patharghata Gram Panchayet Block - Rajarhat, Dist. North 24 Parganas to the Purchasers, SL No (1 to 4) namely 1) Mrs. Bindu Devi 2) Mr. Rohit Kumar 3) Mr. Vishap Kaushik and 4) Mr. Krishan Kumar Yadav herein and they became the collectively owners of their proportionate share of undivided land and the said indenture was duly kept and recorded in Book No - I, volume No 1523-2022, pages from 503383 to 503415, being No 152312517 for the year 2022.

AND WHEREAS by virtue an indenture of Deed of Conveyance duly registered on 2nd Day of August, 2022 in the office of A.D.S.R, Rajarhat, New Town, Dist. : North 24 Parganas the said Sri Narendra Nath Chowdhury (vendor) sold, transferred and conveyed of all that piece and parcel of Land 'measuring an area of 04.95 Decimals (more or less) out of 15.79 Decimals, comprised in C.S Khatian No 462, R.S Khatian No 664, L.R Khatian No 847/1, under C.S Dag No 1236, R.S & LR Dag No 1242, at Mouza: Chakpanchuria, J.L No.33, R.S. No 205½, Touzi No 145 at present 10, within the limits of Patharghata Gram Panchayet Block - Rajarhat, Dist. North 24 Parganas to the Purchasers (SL No 5 to 7) namely 1) Mrs. Anowara Khatun 2) Mr. Chandan Prasad and 3) Mrs. Vijeta Bharti, herein and they became the collectively owners of their proportionate share of undivided land and the said indenture was duly kept and recorded in Book No - I, Volume No 1523-2022, Pages from 503416 to 503446, being No 152312518 for the year 2022.

AND WHEREAS by virtue an indenture of Deed of Conveyance duly registered on 2nd Day of August, 2022 the said Sri Narendra Nath Chowdhury (vendor) sold, transferred and conveyed of all that piece and parcel of Land measuring an area of 04.95 Decimals (more or less) out of 15.79 Decimal, comprised in C.S Khatian No 462, R.S Khatian No. 664, L.R Khatian No 847/1, under C.S Dag No 1236, R.S & LR Dag No 1242, of Mouza: Chakpanchuria, J.L No 33, R.S. No 205 ½, Touzi No 145 at present 10, within the limits of Patharghata Gram Panchayet Block - Rajarhat, Dist. North 24 Parganas to the Purchasers (SL No 8 to 10) namely 1) Mr. Hasan Ahmed Habibullah 2) Mrs. Masuma Parvin Chowdhury and 3) Mrs. Taiyeba Khatun herein and they became the collectively owners of their proportionate share of undivided land and the said indenture was duly kept and recorded in Book No - I, volume No 1523-2022, pages from 503447 to 503477, being no. 152312519 for the year 2022.

AND WHEREAS that the present landowners namely 1) Mrs. Bindu Devi 2) Mr. Rohit Kumar 3) Mr. Vishap Kaushik and 4) Mr. Krishan Kumar Yadav 5) Mrs. Anowara Khatun 6) Mr. Chandan Prasad and 7) Mrs. Vijeta Bharti, 8) Mr. Hasan Ahmed Habibullah 9) Mrs. Masuma Parvin Chowdhury and 10) Mrs. Taiyeba Khatun and they were mutated their names before the local panchayat office and paying all taxes regularly and they were enjoying the same, this landed property is free from all encumbrances.

AND WHEREAS that after purchased of the landed properties all landowners namely 1) Mrs. Bindu Devi 2) Mr. Rohit Kumar 3) Mr. Vishap Kaushik and 4) Mr. Krishan Kumar Yadav 5) Mrs. Anowara Khatun 6) Mr. Chandan Prasad and 7) Mrs. Vijeta Bharti, 8) Mr. Hasan Ahmed Habibullah 9) Mrs. Masuma Parvin Chowdhury and 10) Mrs. Taiyeba Khatun and they were mutated and conversion of land their names before BL & LRO at Rajarhat, Dist. : North 24 Parganas, and got new LR Dag and LR Khatian all that piece and parcel of Total area of Land measuring about 15.79 Decimals, comprised in LR Dag No 1242, under Khatian No 4334, 4336, 4337, 4338, 4339, 4340, 4341, 4350, 4354, and 4357 respectively at Mouza: Chakpanchuria, J.L No 33, R.S. No 205 ½, Touzi No 145 at present 10, within the limits of Patharghata Gram Panchayet Block - Rajarhat, Dist. North 24 Parganas, Kolkata: 700156 they were paying all taxes regularly and enjoying the same, this landed property is free from all encumbrances.

AND WHEREAS that the all Landowners collectively with the Developer an intention to develop by raising a multistoried building upon their land or specifically described in the First Schedule written hereunder and the landowners herein has agreed to appoint the Developer herein as the developer of the premises and the developer has agreed to develop the premises, to complete the project, pay the monies and to the work as and on the terms and conditions mentioned hereunder and thus the LANDOWNERS entering this Agreement under some terms and conditions morefully described here under.

DEVELOPMENT AGREEMENT WITH DEVELOPMENT POWER OF ATTORNEY  
EXECUTED BY THE LANDOWNERS WITH THE DEVELOPER

AND WHEREAS by virtue of Registered Development Agreement with Development Power of Attorney executed on 22<sup>nd</sup> day of August'2023, which was duly registered at the office of the Additional Registrar of Assurances - IV, Kolkata, and it kept and recorded in Book No - I, Volume No 1904-2023, Pages from 553349 to 553391 Being Deed No:

190411945 for the year 2023, the landowners (No 1 to 10) collectively have appointed and empowered represented by its authorised signatory Mr. Samir Pal (son of Sri Sudhanshu Pal) of the Concern "Sapid Homes Private Limited" herein Developer to develop and construct multistoried building and/or Complex adjacent land, which is mentioned in the First Schedule of the Landed Property.

RESOLUTION FOR CHANGES OF THE DIRECTOR OF THE CONCERN

AND WHEREAS that the owner "SAPID HOMES PRIVATE LIMITED" having its registered office at Santosh Enclave, Flat No 3A, 3<sup>rd</sup> floor, Chinar Park, P.O.: Teghoria, P.S : Baguiati, Kolkata 700157, Dist. North 24 Parganas represented by its one Director namely MR. RAJU SHARMA (son of Sri Nirmal Sharma) "RESOLVED THAT pursuant to the provisions of the Companies Act, 2013 for the time being in force subject to approval of members in the general meeting and such other consents and permission as may be necessary, consent of the board of directors do hereby new appointment to (1) SRI SUSHANT MEHER (son of Late Tulsi Meher), (2) SRI VIKASH MADHOGARIA (son of Late Ramutar Madhogaria), as Managing Directors of the Company with effect from 14/08/2023 be and do hereby authorised to take all necessary steps to give effect to the said resolution"

INTENTION TO DEVELOP THE PROPERTY BY THE LANDOWNERS/CONCERN

AND WHEREAS that the developer (1) SRI SUSHANT MEHER DIN: 08927488 (son of Late Tulsi Meher), (2) SRI VIKASH MADHOGARIA DIN: 02375525 (son of Late Ramutar Madhogaria) and (3) SRI RAJU SHARMA DIN: 06553117 (Son of Sri Nirmal Sharma) hereinafter collectively called and referred to as the "DEVELOPERS" and Directors of "Sapid Homes Private Limited" on being heard such intention of the Land Owners herein the Developer is a well-established and reputed building contractor with practical knowledge and experience of construction of multi-storied building on the said Land all that piece or parcel of Bastu land measuring about 15.79 Decimals (more or less) i.e. 9(nine) Cottahs 9(nine) chittacks 6(six) Sq.ft comprised in LR Dag No 1242, under Khatian No 4334, 4336, 4337, 4338, 4339, 4340, 4341, 4350, 4354, and 4357 respectively at Mouza: Chakpanchuria, J.L. No. 33, under Block - Rajarhat, P.S. Rajarhat (now New Town) within the jurisdiction of Patharghata Gram Panchayat, Additional District Sub-Registrar Office at Rajarhat, in the West Bengal, Kolkata: 700156, District of North 24 Parganas

(B)

SANCTIONED PLAN AT THE BUILDING

AND WHEREAS subsequently the Developer has obtained a Sanctioned Building Plan, Ref. No Letter of NZP vide memo No 200/N.Z.P. dated 19/09/2024 & online acknowledgement No HN1026K72 dated 24/05/2024 from North 24 Parganas Zilla Parishad, at Barasat, Kolkata approval of proposed G+IV residential building plan which the project is under construction and the project consisting of several flats, car parking, and/or units with a view to disposing to the intending Purchaser/Purchasers.

NAME OF UNITKAPPA ALPHA

Performed by: MR SUSHANT MEHER, and MR. VIKASH MADHOGARIA

(Directors)

(C)

The Promoter has obtained the final layout plan approvals for the Project from \_\_\_\_ [Please insert the name of the concerned competent authority]. The Promoter agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with section 14 of the Act and other laws as applicable;

(D)

The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at \_\_\_\_\_ no. \_\_\_\_\_; on \_\_\_\_ under registration

(E)

The Allottee had applied for a Residential flat of this Project vide Flat No \_\_\_\_\_ dated \_\_\_\_\_. And has been allotted Flat No \_\_\_\_\_ having carpet area of Square feet, type, on \_\_\_\_\_ floor in KAPPA ALPHA admeasuring \_\_\_\_\_ square feet in the \_\_\_\_\_ as permissible under the applicable law and of prorata share in the common areas ("Common Areas") as defined under clause (n) of Section 2 of the Act (herein after referred to as the "Residential flat" more particularly described in Schedule A and the floor plan of the apartment is annexed hereto and marked as Schedule B);

- A. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- B. 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;
- C. 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 herein after;
- D. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter here by agrees to sell and the Allottee here by agrees to purchase the Residential flat and the garage/closed parking (if applicable) as specified in paragraph G;

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

### 1. TERMS:

Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Residential flat as specified in paragraph H;

The Total Price for the [Apartment/Plot] based on the carpet area is Rs.\_\_\_\_\_(Rupees \_\_\_\_\_) Only ("Total Price") (Give break up and description):

Block/Building/KAPPA ALPHA FLAT NO _____ Type_____ Floor_____	Rate of Apartment per square feet*

Explanation:

- (i) The Total Price above includes the booking amount paid by the allottee to the Promoter towards the Residential flat
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, GST, CGST, if any as per law, and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter) up to the date of handing over the possession of the [Residential flat];

Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the allottee to the promoter shall be increased/reduced based on such change / modification;

- (iii) The Promoter shall periodically intimate to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts / rules / notifications together with dates from which such taxes / levies etc. have been imposed or become effective;
- (iv) The Total Price of [Apartment/Plot] includes: 1) prorata share in the Common Areas; as provided in the Agreement.

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

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

The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee 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 by the Promoter.

It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Allottee. Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.

[Applicable in case of an apartment] The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the building is complete and the occupancy certificate\* is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified 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 allotted to Allottee, the Promoter shall demand that from the Allottee as per the next miles tone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this Agreement.

Subject to Clause 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the [Residential flat];as mentioned below:

- (i) The Allottee shall have exclusive ownership of the [Residential flat];
- (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share / interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the promoter shall convey undivided proportionate title in the common areas to the association of allottees as provided in

the Act;

- (iii) That the computation of the price of the [Residential flat]; 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, fire detection and firefighting equipment in the common areas etc. and includes cost for providing all other facilities as provided within the Project.

It is made clear by the Promoter and the Allottee agrees that the [Residential flat]; 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 except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.

It is understood by the Allottee that all other areas and i.e., areas and facilities falling outside the Project, namely KAPPA ALPHA shall not form a part of the declaration to be filed with the Competent Authority in accordance with the West Bengal Apartment Ownership Act, 1972

The Promoter/Developer agrees to pay all outgoings before transferring the physical possession of the apartment to the Allottees, which it has collected from the Allottees, for the payment of outgoings (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 collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings 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 there for by such authority or person.

The Allottee has paid a sum of Rs\_\_\_\_\_ (Rupees\_\_\_\_\_)

only) as booking amount being part payment towards the Total Price of the [Residential flat]; at the time of application

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the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the [Residential flat]; as prescribed in the Payment Plan as may be demanded by the Promoter within the time and in the manner specified therein:

Provided that if the allottee delays in payment towards any amount for which is payable, he shall be liable to pay interest at the rate specified 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 demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/demand draft or online payment (as applicable) in favour of 'SAPID HOMES PRIVATE LIMITED' payable at Kolkata

## 3. COMPLIANCE OF LAWS RELATING TO REMITTANCES

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

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

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

The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

#### **5. TIME IS ESSENCE**

Time is of essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the [Apartment/Plot] to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate\* or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in Schedule C ("Payment Plan").

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

The Allottee has seen the specifications of the [Apartment/Plot] and accepted the Payment Plan, floorplans, layout plans [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. 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: shall not have an option to make any variation /alteration /modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

## 7. POSSESSION OF THE APARTMENT / PLOT

Schedule for possession of the said [Apartment/Plot]: The Promoter agrees and understands that timely delivery of possession of the [Apartment/Plot] is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the [Apartment/Plot] on,

Unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the [Apartment/Plot], provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 days from that date. After refund of the money paid by the Allottee, Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

Procedure for taking possession – The Promoter, upon obtaining the occupancy certificate\* from the competent authority shall offer in writing the possession of the [Apartment/Plot], to the Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter shall give possession of the [Apartment/Plot] to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the

provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter/association of allottees, as the case maybe. The Promoter on its behalf shall offer the possession to the Allottee in writing within 90 days of receiving the occupancy certificate\*of the Project.

Failure of Allottee to take Possession of [Apartment/Plot]: Upon receiving a written intimation from the Promoter as per clause 7.2, the Allottee shall take possession of the [Apartment/Plot] from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the [Apartment/Plot] to the allottee. In case the Allottee fails to take possession within the time provided in clause 7.2, such Allottee shall continue to be liable to pay maintenance charges as applicable.

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

Cancellation by Allottee – The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act:

Provided that where the allottee proposes to cancel/withdraw from the project without any fault of the promoter, the promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the allottee shall be returned by the promoter to the allottee within 45 days of such cancellation.

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

Except for occurrence of a Force Majeure event, if the promoter fails to complete or

is unable to give possession of the [Apartment/Plot] (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the [Apartment/Plot], with interest at the rate specified in the Rules within 45 days including compensation in the manner as provided under the Act. Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the [Apartment/Plot].

## 7. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

The Promoter here by represents and warrants to the Allottee as follows:

- (i) The [Promoter] has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project;  
  
[in case there are any encumbrances on the land provide details of such encumbrances including any rights, title, interest and name of party in or over such land]
- (iv) There are no litigations pending before any Court of law with respect to the said Land, Project or the [Apartment/Plot];
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and [Apartment/Plot] are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and [Apartment/Plot] and

common areas;

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

## 9. EVENTS OF DEFAULTS AND CONSEQUENCES

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

- (xiv) Promoter fails to provide ready to move in possession of the [Apartment/Plot] to the Allottee within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects;
- (xv) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made there under.

In case of Default by Promoter under the conditions listed above, Allottee is entitled to the following:

- (i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction miles tones and only there after the Allottee be required to make the next payment without any penal interest; or
- (ii) The Allottee 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 under any head whatsoever towards the purchase of the apartment, along with interest at the rate specified in the Rules within forty-five days of receiving the termination notice:

Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the promoter, interest at the rate specified in the Rules, for every month of delay till the handing over of the possession of the [Apartment/Plot].

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

- (i) In case the Allottee fails to make payments for\_\_\_\_consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate specified in the Rules.
- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond consecutive months after notice from the Promoter in this regard,

the Promoter shall cancel the allotment of the [Apartment/Plot] in favour of the Allottee and refund the amount money paid to him by the allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

#### 10. CONVEYANCE OF THE SAID APARTMENT

The Promoter, on receipt of complete amount of the Price of the [Apartment/Plot] under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the [Apartment/Plot] together with proportionate indivisible share in the Common Areas within 3 (three) months from the issuance of the occupancy certificate\*. However, in case the Allottee fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Promoter is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies / penalties imposed by the competent authority(ies).

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

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of the allottees. The cost of such maintenance has been included in the Total Price of the [Apartment/Plot].

[Insert any other clauses in relation to maintenance of project, infrastructure and equipment]

#### 12. DEFECTLIABILITY

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5(five) years by the Allottee from the date of handing over possession,

It shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

13. RIGHT OF ALLOTTEE TO USE COMMON AREAS AND FACILITIES  
SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES

The Allottee hereby agrees to purchase the [Apartment/Plot] on the specific understanding that is/her right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the association of allottees (or the maintenance agency appointed by it) and performance by the Allottee of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of allottees from time to time.

14. 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 / closed parking's and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of allottees and/or maintenance agency to enter into the [Apartment/Plot] 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.

15. USAGE

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the KAPPA ALPHA 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, firefighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of allottees formed by the Allottees for rendering maintenance services.

## 16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the [Apartment/Plot] at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the [Apartment/Plot], or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the [Apartment/Plot] and keep the [Apartment/Plot], its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging there to, 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. The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the color scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the [Apartment/Plot] or place any heavy material in the common passages or staircase of the building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the [Apartment/Plot]. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of allottees and/or maintenance agency appointed by association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

## 17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE

The Allottee is entering into this Agreement for the allotment of a [Apartment/Plot] with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular. That the Allottee hereby undertakes that he/she shall comply with and carry out, from time to time after he/she has taken over for occupation and use the said [Apartment/Plot], all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the

[Apartment/Plot]/ at his/her own cost.

#### 18. ADDITIONAL CONSTRUCTIONS

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan has been approved by the competent authority(ies) except for as provided in the Act.

#### 19. PROMOTER SHALL NOT MORTGAGE OR CREATE CHARGE

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

#### 20. APARTMENT OWNERSHIP 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 State of West Bengal.

#### 21. BINDING EFFECT

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30(thirty) days from the date of its receipt by the Allottee and/or appear before the Registrar/Sub-Registrar/ registrar of Assurance for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30(thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection there with including the booking amount shall be returned to the Allottee

without any interest or compensation whatsoever.

22. ENTIRE AGREEMENT

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter here of 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.

23. RIGHT TO AMEND

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

24. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE /  
SUBSEQUENT ALLOTTEES

It is clearly understood and so agreed by and between the Parties here to that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottees of the [Apartment/Plot], in case of a transfer, as the said obligations go along with the [Apartment/Plot] for all intents and purposes.

25. WAIVER NOT A LIMITATION TO ENFORCE

The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottees.

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.

26. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable

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

## 27. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT

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

## 28. 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.

## 29. PLACE OF EXECUTION

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 \_\_\_\_\_.

## 30. NOTICES

That all notices to be served on the Allottee and the Promoter as contemplated by

this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post at their respective addresses specified below:

\_\_\_\_\_Name of Allottee

\_\_\_\_\_(Allottee  
Address)

“SAPID HOMES PRIVATE LIMITED”

(Promoter/Developer)

Premises No 170, Block – E, Rajarhat Road, Salua, Kolkata :700136,

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.

### 31. JOINT ALLOTTEES

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

### 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 laws of India for the time being in force.

### 33. DISPUTE RESOLUTION

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms there of 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.

[The other terms and conditions are as per the contractual understanding between the parties; however, the 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 there under].

THE FIRST SCHEDULE AS ABOVE REFERRED TO

(DESCRIPTION OF THE ENTIRE LAND AND PROPERTY)

[Chakpanchuria P.S. Rajarhat (now Techno City), Kolkata-700156]

ALL THAT piece or parcel of Bastu Land measuring about 15.79 Decimals (more or less) i.e. 9(nine) Cottahs 9(nine) chittacks 6(six) Sq.ft (more or less) [as per physical land measuring about 9(nine) 8(eight) chittacks 26(twenty-six) Sq.ft.] comprised in Mouza : Chakpanchuria J.L No - 33, R.S. No- 205 ½ Touzi No-145, at present 10, RS Dag No 1242 and RS Khatian No 664, now comprised in LR Dag No - 1242 under LR Khatian Nos 4334, 4336, 4337, 4338, 4339, 4340, 4341, 4350, 4354, and 4357 respectively, lying and situated at Mouza: Chakpanchuria, under Block - Rajarhat, P.S. Rajarhat (now Techno City) P.O : Chakpanchuria, Kolkata: 700156, District of North 24 Parganas, within the limits of Patharghata Gram Panchayat, under jurisdiction of Additional District Sub-Registrar Office at Rajarhat, West Bengal, with all easement rights attached therewith including all rights of access to the said land is butted and bounded by:-

ON THE NORTH BY : Vacant Land & RS/LR Dag No 1110

ON THE SOUTH BY : Partly Plot No: RS/LR 1240 & 1241

ON THE EAST BY : LR Dag No 1239, 1240 & 1241

ON THE WEST BY : 23 feet wide Road

THE SECOND SCHEDULE AS ABOVE REFERRED TO

(TO BE SOLD RESIDENTIAL FLAT)

ALL THAT one independent and ownership New Residential Flat No \_\_\_\_ on the \_\_\_\_ FLOOR measuring about \_\_\_\_ Sq.ft super built up area (little more or less) with Tiles Finished Floor, consisting of \_\_\_\_\_ lying and situated at Mouza: Chakpanchuria, J.L No: 33, under Block - Rajarhat, P.S. Rajarhat (now New Town) within the jurisdiction of Patharghata Gram Panchayat, Rajarhat, in the West Bengal, Kolkata: 700156, District of North 24 Parganas, there is Provision of Lift facility particularly described in the FIRST

SCHEDULE with undivided proportionate impartible share of land underneath support and supporting and inserting terms and in and/or upon all the main load bearing separating and common walls in and around said flat Together with usual easement rights as well as all rights privileges, facilities land is mentioned and described in the FIRST SCHEDULE herein above written.

THE THIRD SCHEDULE AS ABOVE REFERRED TO  
PAYMENT SUMMARY

<u>SL</u>	<u>TENURE OF %</u>			<u>AMOUNT</u>
1	10% Booking on the total consideration before Execution of Agreement for Sale.			
2	15% is payable on or before Foundation.			
3	15% is payable on or before Ground floor roof casting.			
4	10% is payable on or before First floor roof casting.			
5	10% is payable on or before Second floor roof casting.			
6	10% is payable on or before Third floor roof casting.			
7	10% is payable on or before fourth floor roof casting.			
7	5% is payable on or before Brick works			
8	5% is payable on or before flooring and plaster of Paris.			
9	Rest and balance amount to be paid at the time of registration or/and prior of possession of the flat.			

IN WITNESSES WHEREOF the parties have hereunto set and subscribed his respective hands and seal the day month and year first above written.

SIGNED SEALED AND DELIVERED

At Kolkata in the presence of: -

Witnesses: -

1)

ON BEHALF OF THE LANDOWNERS NAMELY SMT BINDU DEVI, SRI ROHIT KUMAR, SRI VISHAP KAUSHIK, SRI KRISHANN KUMAR YADAV, ANOWARA KHATUN, SRI CHANDAN PRASAD, SMT VIJETA BHARTI, MR HASAN AHMED HABIBULLAH, SMT MASUMA PAVIN CHOWDHURY AND SMT TAIYEBA KHATUN AND THEIR CONSTITUTED ATTORNEYS ARE SRI SUSHANT MEHER, AND SRI VIKASH MADHOGARIA

\_\_\_\_\_  
SIGNATURE OF THE VENDOR

2)

\_\_\_\_\_  
SIGNATURE OF THE PURCHASERS

\_\_\_\_\_  
SIGNATURE OF THE DEVELOPER

SIGNED AND DELIVERED BY THE WITHIN NAMED

Allottee:( including joint buyers)

(1)\_\_\_\_\_

(2)\_\_\_\_\_

At\_\_\_\_\_on\_\_\_\_\_in the presence of:

Please  
affix  
photograph  
and sign  
across

Please  
affix  
photograph  
and sign  
across

SIGNED AND DELIVERED BY THE WITHIN NAMED

Promoter:

Please  
affix  
photograph  
and sign

(1) \_\_\_\_\_

(Authorized Signatory)

WITNESSES:

1. Signature\_\_\_\_\_Name  
-Address\_\_\_\_\_

2. Signature\_\_\_\_\_

Name-Address\_\_\_\_\_

3. SCHEDULE'A'-PLEASE INSERT DESCRIPTION OF THE [APARTMENT/PLOT]

4.

5. AND THE GARAGE / CLOSED PARKING (IFAPPLICABLE) ALONG WITH  
BOUNDARIES IN ALL FOUR DIRECTIONS

6. SCHEDULE'B'-FLOOR PLAN OF THE APARTMENT

7. SCHEDULE'C'-PAYMENT PLAN BY THE ALLOTTEE

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MEMO OF CONSIDERATION

RECEIVED with thanks on and from the above named of "PURCHASERS" the sum of Rupees \_\_\_\_\_/- (Rupees \_\_\_\_\_) only on the part of the consideration paid as an earnest money by the Purchasers to the vendors/developer as follows: -

<u>DATE</u>	<u>BANK</u>	<u>BRANCH</u>	<u>CHQ. NO</u>	<u>CASH</u>	<u>AMOUNT</u>
				TOTAL	

(Rupees \_\_\_\_\_) only

SIGNED SEALED AND DELIVERED

At Kolkata in the presence of: -

Witnesses: -

1)

\_\_\_\_\_  
SIGNATURE OF THE DEVELOPER

2)