

ANNEXURE 'A'**[Sec Rule 9]****AGREEMENT FOR SALE**

THIS AGREEMENT FOR SALE ("Agreement") executed on this -----day of -----
----- Two Thousand and Twenty Five (2025)

BY AND BETWEEN

(1) **SRI NIHAR RANJAN MUKHERJEE** (PAN – BQOPM6861J, Aadhaar No. 6021 9652 8715, D.O.B. -----), son of Late Nanigopal Mukherjee, by faith – Hindu, by Nationality – Indian, by Occupation – Retired Serviceman, residing at Bhatenda, P.O. Rajarhat, P.S. Rajarhat, Kolkata – 700 135, Dist. North 24-Parganas, (2) **SRI SWAPAN KUMAR MUKHERJEE** (PAN – AECPM8618Q, Aadhaar No. 8846 7779 8679, D.O.B. -----), son of Late Nanigopal Mukherjee, by faith – Hindu, by Nationality – Indian, by Occupation – Retired Serviceman, residing at Bhatenda, P.O. Rajarhat, P.S. Rajarhat, Kolkata – 700 135, Dist. North 24-Parganas, (3) **SRI NILOTPAL MUKHOPADHYAY** (PAN – ALBPM1767C, Aadhaar No. 5638 0641 1266, D.O.B. -----), son of Sri Nihar Ranjan Mukhopadhyay, by faith – Hindu, by Nationality – Indian, by Occupation – Business, residing at Bhatenda, P.O. Rajarhat, P.S. Rajarhat, Kolkata – 700 135, Dist. North 24-Parganas, (4) **SRI NILADRI MUKHERJEE** (PAN – AVRPM8866E, Aadhaar No. 2974 7317 2559, D.O.B. -----), son of Sri Swapan Kumar Mukherjee, by faith – Hindu, by Nationality – Indian, by Occupation – Business, residing at Bhatenda, P.O. Rajarhat, P.S. Rajarhat, Kolkata – 700 135, Dist. North 24-Parganas, (5) **SMT. PRIYANKA MUKHOPADHYAY** (PAN – BQOPM6859C, Aadhaar No. 6456 5660 1827, D.O.B. -----), wife of Sri Nilotpall Mukhopadhyay, by faith – Hindu, by Nationality – Indian, by Occupation – Business, residing at Bhatenda, P.O. Rajarhat, P.S. Rajarhat, Kolkata – 700 135, Dist. North 24-Parganas, (6) **SMT. RITUPARNA MUKHERJEE** (PAN – CXFPM7301E, Aadhaar No. 4628 9943 9896, D.O.B. -----), wife of Sri Niladri Mukherjee, by faith – Hindu, by Nationality – Indian, by Occupation – Housewife, residing at Bhatenda, P.O. Rajarhat, P.S. Rajarhat, Kolkata – 700 135, Dist. North 24-Parganas, (7) **SRI BISWAJIT RAY** (PAN – ACTPR6737J, Aadhaar No. 9317 1645 6398, D.O.B. -----), son of Late Kalikinkor Roy, by faith – Hindu, by Nationality – Indian, by Occupation – Ex-Serviceman, residing at 9, Bangur Avenue, Block – A, P.O. Bangur Avenue, P.S. Lake Town, Kolkata – 700 055, Dist. North 24-Parganas, (8) **SMT. JHUMA RAY** (PAN – ANBPR0881J,

Aadhaar No. 6910 8471 8153, D.O.B. -----), wife of Sri Biswajit Ray, by faith – Hindu, by Nationality – Indian, by Occupation – Housewife, residing at 9, Bangur Avenue, Block – A, P.O. Bangur Avenue, P.S. Lake Town, Kolkata – 700 055, Dist. North 24-Parganas and (9) **SRI ABHIJIT ROY (PAN – BRJPR7031M, Aadhaar No. 2306 9960 7470, D.O.B. -----)**, son of Sri Biswajit Ray, by faith – Hindu, by Nationality – Indian, by Occupation – Service, residing at 9, Bangur Avenue, Block – A, P.O. Bangur Avenue, P.S. Lake Town, Kolkata – 700 055, Dist. North 24-Parganas, hereinafter referred to and called as the “**VENDORS**” (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, administrators, legal representatives and assigns) of the **FIRST PART**.

The Vendors are represented by their Constituted Attorney - **CHAKRABORTY NIRMAN PVT. LTD. (PAN AAEC1411G, D.O.I. 23.09.2010)**, a Private Limited Company registered under Companies Act. 1956, having its registered office at Sujan Heights, BMC-110, Barna Parichoy Sarani, Christian Para, Post Office – Krishnapur, Police Station – Baguiati, Kolkata – 700 102, District North 24-Parganas, in the State of West Bengal and represented by its Managing Director **SRI SURAJIT CHAKRABORTY (having Pan AFYPC5294B, Aadhaar No. 5050 6572 1143, D.O.B. 20.12.1977)**, son of Late Nani Gopal Chakraborty, by faith – Hindu, by Nationality – Indian, by Occupation – Business, residing at AF-358, Sarat Sarani, Hanapara, Post Office – Krishnapur, Police Station – Baguiati, Kolkata – 700 102, District North 24-Parganas, empowered and authorized by virtue of a registered Development Power of Attorney, duly registered before the A.D.S.R.O. Rajarhat and recorded in Book No. I, Volume No. 1523-2023, Pages from ----- to -----, Being No. 15230----- for the year 2023.

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CHAKRABORTY NIRMAN PVT. LTD. (PAN AAEC1411G, D.O.I. 23.09.2010), a Private Limited Company registered under Companies Act. 1956, having its registered office at Sujan Heights, BMC-110, Barna Parichoy Sarani, Christian Para, Post Office – Krishnapur, Police Station – Baguiati, Kolkata – 700 102, District North 24-Parganas, in the State of West Bengal and represented by its Managing Director **SRI SURAJIT CHAKRABORTY (having Pan AFYPC5294B, Aadhaar No. 5050 6572 1143, D.O.B. 20.12.1977)**, son of Late Nani Gopal Chakraborty, by faith

– Hindu, by Nationality – Indian, by Occupation – Business, residing at AF-358, Sarat Sarani, Hanapara, Post Office – Krishnapur, Police Station – Baguiati, Kolkata – 700 102, District North 24-Parganas, hereinafter referred to and called as the **“DEVELOPER”** (which term or expression shall unless otherwise excluded by or repugnant to the context or subject be deemed to mean and include all their successor or successors in interest, executors, administrators, representatives and / or assigns) of the **SECOND PART.**

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hereinafter referred to and called as the **“PURCHASER(S)/ALLOTTEE(S)”** (which term or expression shall unless otherwise excluded by or repugnant to the context or subject be deemed to mean and include **his/her/their** legal heirs, executors, representatives, administrators and / or assigns) of the **THIRD PART.**

[Please insert details of other allottee(s), in case of more than one allottee]

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

WHEREAS one Nanigopal Mukhopadhyay and one Makhan Lal Mukhopadhyay jointly seized and possessed ALL THAT piece and parcel of a plot of bastu land measuring an area of 110 Decimals be the same a little more or less along with other properties, lying and situated at Mouza – Bhatenda, J.L. No. 28, R.S. No. 50, Touzi No. 2998, Hal 10, comprised in C.S. Dag No. 403, corresponding to R.S. Dag No. 438, under C.S. Khatian No. 146, within the jurisdiction of Rajarhat Police Station, within the local limits of Rajarhat Bishnupur 1 No. Gram Panchayet, in the District of North 24-Parganas.

AND WHEREAS said Nanigopal Mukhopadhyay and Makhan Lal Mukhopadhyay while in possession of the abovementioned property, one of the share holder of the total property said Nanigopal Mukhopadhyay died intestate leaving behind his wife

Smt. Kamala Bala Mukhopadhyay, three sons namely Nihar Ranjan Mukhopadhyay, Swapan Kumar Mukhopadhyay, Shyamal Kumar Mukhopadhyay and five daughters namely Kalpana Mukhopadhyay, Arati Mukhopadhyay, Malati Mukhopadhyay, Sandhya Mukhopadhyay, Minati Mukhopadhyay as his legal heirs and successors as per the Hindu Succession Act. 1956.

AND WHEREAS subsequently the legal heirs of Late Nanigopal Mukhopadhyay namely Smt. Kamala Bala Mukhopadhyay, Nihar Ranjan Mukhopadhyay, Swapan Kumar Mukhopadhyay, Shyamal Kumar Mukhopadhyay, Kalpana Mukhopadhyay, Arati Mukhopadhyay, Malati Mukhopadhyay, Sandhya Mukhopadhyay and Minati Mukhopadhyay became absolute owners and seized and possessed of Late Nanigopal Mukhopadhyay's share of the total property.

AND WHEREAS subsequently the legal heirs of Late Nanigopal Mukhopadhyay while in possession of the abovementioned property executed a Deed of Partition, duly registered and executed on 30.05.1979 in the office of (Sub-Registrar) S.R. Cossipore Dum Dum and recorded in Book No. I, I Volume No. 60, Pages from 249 to 255, Being No. 4007 for the year 1979 along with another shareholder of the total property i.e. said Makhan Lal Mukhopadhyay.

AND WHEREAS consequently after the execution of the abovementioned deed of partition the legal heirs of Late Nanigopal Mukhopadhyay namely Smt. Kamala Bala Mukhopadhyay, Nihar Ranjan Mukhopadhyay, Swapan Kumar Mukhopadhyay, Shyamal Kumar Mukhopadhyay, Kalpana Mukhopadhyay, Arati Mukhopadhyay, Malati Mukhopadhyay, Sandhya Mukhopadhyay and Minati Mukhopadhyay became the absolute Owners and seized and possessed of ALL THAT piece and parcel of a plot of bastu land measuring an area of 49.13 decimals be the same a little more or less, lying and situated at Mouza – Bhatenda, J.L. No. 28, R.S. No. 50, Touzi Nos. 2998 Hal 10, comprised in C.S. Dag No. 403, corresponding to R.S. Dag No. 438, under C.S. Khatian No. 146, within the jurisdiction of Rajarhat Police Station, within the local limits of Rajarhat Bishnupur 1 No. Gram Panchayet in the District of North 24-Parganas and recorded their names respectively in the record of rights and obtained L.R. Khatian No. 712 in favour of Sri Shyamal Mukherjee, L.R. Khatian No. 351 in favour of Sri Nihar Ranjan Mukhopadhyay, L.R. Khatian No. 753 in favour of

Sri Swapan Kumar Mukhopadhyay and L.R. Khatian No. 104 in favour of Smt. Kamala Bala Mukhopadhyay.

AND WHEREAS by virtue of the abovementioned Deed of partition, the said Sri Nihar Ranjan Mukherjee and Sri Swapan Kumar Mukherjee became the absolute Owners and seized and possessed of and otherwise well and sufficiently entitled to 2/9th share of the total land measuring about 49.13 Decimals be the same little more or less i.e. ALL THAT piece and parcel of a plot of bastu land measuring an area about 10.92 Decimals be the same a little more or less, (individually 5.46 decimals more or less each respectively), lying and situated at Mouza – Bhatenda, J.L. No. 28, R.S. No. 50, Touzi Nos. 2998 Hal 10, comprised in C.S. Dag No. 403, corresponding to R.S. & L.R. Dag No. 438, under C.S. Khatian No. 146, corresponding to L.R. Khatian Nos. 351 and 753, within the jurisdiction of Rajarhat Police Station, within the local limits of Rajarhat Bishnupur 1 No. Gram Panchayet in the District of North 24-Parganas and enjoying the right, title and interest thereof free from all encumbrances.

AND WHEREAS by virtue of a Deed of Gift one Minati Banerjee, daughter of Late Nanigopal Mukherjee gifted her 1/9th share of the total property i.e. ALL THAT piece or parcel of a plot of bastu land measuring about 5.46 Decimals be the same a little more or less alongwith a tile shed, kaccha structure measuring about 100 Sq.ft. more or less, lying and situated at Mouza – Bhatenda, J.L. No. 28, R.S. No. 50, Touzi Nos. 2998 Hal 10, comprised in C.S. Dag No. 403, corresponding to R.S. & L.R. Dag No. 438, under C.S. Khatian No. 146, corresponding to L.R. Khatian Nos. 351, 753, 712 & 104, within the jurisdiction of Rajarhat Police Station, within the local limits of Rajarhat Bishnupur 1 No. Gram Panchayet in the District of North 24-Parganas in favour of Sri Nihar Ranjan Mukherjee and Sri Swapan Kumar Mukherjee, duly executed and registered on 06.10.2020 and the office of A.D.S.R. Rajarhat, recorded in Book No. I, Volume No. 1523-2020, Pages No. 334025 to 334057, Being No. 152308203 for the year 2020 and enjoying the right, title and interest thereof free from all encumbrances.

AND WHEREAS the said Sri Nihar Ranjan Mukherjee and Sri Swapan Kumar Mukherjee became the absolute Owners and seized and possessed of and otherwise well and sufficiently entitled to ALL THAT piece and parcel of a plot of

bastu land measuring about 16.38 Decimals be the same a little more or less along with a tile shed, kaccha structure measuring about 100 Sq.ft. more or less, lying and situated at Mouza – Bhatenda, J.L. No. 28, R.S. No. 50, Touzi Nos. 2998 Hal 10, comprised in C.S. Dag No. 403, corresponding to R.S. & L.R. Dag No. 438, under C.S. Khatian No. 146, corresponding to L.R. Khatian Nos. 351 and 753, within the jurisdiction of Rajarhat Police Station, within the local limits of Rajarhat Bishnupur 1 No. Gram Panchayet in the District of North 24-Parganas and entitled to the same free from all encumbrances, charges, liens, impendences, demands, claims, hindrances, attachments, debts, dues, acquisitions and requisitions whatsoever without any interference, disturbance and obstruction whatever from any person whomsoever and corner and manner whatever.

AND WHEREAS by virtue of a Deed of Gift Kamala Bala Mukhopadhyay, wife of Late Nanigopal Mukherjee gifted her 1/9th share of the total property i.e. ALL THAT piece or parcel of a plot of bastu land measuring about 5.46 Decimals be the same a little more or less, lying and situated at Mouza – Bhatenda, J.L. No. 28, R.S. No. 50, Touzi Nos. 2998 Hal 10, comprised in C.S. Dag No. 403, corresponding to R.S. & L.R. Dag No. 438, under C.S. Khatian No. 146, corresponding to L.R. Khatian No. 104, within the jurisdiction of Rajarhat Police Station, within the local limits of Rajarhat Bishnupur 1 No. Gram Panchayet in the District of North 24-Parganas in favour of Sri Nilotpal Mukhopadhyay and Sri Niladri Mukherjee, duly executed and registered on 10.08.2003 and the office of D.S.R. – II, North 24-Parganas at Barasat, recorded in Book No. I, Volume No. 18, Pages No. 2221 to 2239, Being No. 09008 for the year 2007 and enjoying the right, title and interest thereof free from all encumbrances.

AND WHEREAS the said Sri Nilotpal Mukhopadhyay and Sri Niladri Mukherjee became the absolute owners and seized and possessed of ALL THAT piece or parcel of a plot of bastu land measuring about 5.46 Decimals be the same a little more or less, lying and situated at Mouza – Bhatenda, J.L. No. 28, R.S. No. 50, Touzi Nos. 2998 Hal 10, comprised in C.S. Dag No. 403, corresponding to R.S. & L.R. Dag No. 438, under C.S. Khatian No. 146, corresponding to L.R. Khatian No. 104, within the jurisdiction of Rajarhat Police Station, within the local limits of Rajarhat Bishnupur 1 No. Gram Panchayet in the District of North 24-Parganas and otherwise well and sufficiently entitled to freed from all encumbrances, charges,

liens, impendences, demands, claims, hindrances, attachments, debts, dues, acquisitions and requisitions whatsoever without any interference, disturbance and obstruction whatever from any person whomsoever and corner and manner whatever.

AND WHEREAS by virtue of a Deed of Conveyance, Sri Shyamal Mukherjee, son of Late Nanigopal Mukherjee, Smt. Sandhya Banerjee, wife of Late Ranjit Banerjee, Smt. Malati Bhattacharya, wife of Sambhu Bhattacharya, Smt. Arati Chatterjee, wife of Abani Chatterjee, Smt. Anindita Chatterjee, wife of Bidyut Chatterjee jointly sold, conveyed and transferred of ALL THAT piece or parcel of a plot of bastu land measuring about 27.30 Decimals be the same a little more or less, lying and situated at Mouza – Bhatenda, J.L. No. 28, R.S. No. 50, Touzi Nos. 2998 Hal 10, comprised in C.S. Dag No. 403, corresponding to R.S. & L.R. Dag No. 438, under C.S. Khatian No. 146, corresponding to L.R. Khatian No. 351, 753, 712 & 104, within the jurisdiction of Rajarhat Police Station, within the local limits of Rajarhat Bishnupur 1 No. Gram Panchayet in the District of North 24-Parganas in favour of Sri Ardhendu Nath, son of Sri Tarapada Nath, executed and registered on 13.08.2008 at the office of A.D.S.R. Bidhannagar (Salt lake City) and recorded in Book No. I, CD Volume No. 10, Pages 8471 to 8488, Being No. 10654 for the year 2008 and enjoying the right, title and interest thereof free from all encumbrances.

AND WHEREAS said Ardhendu Nath by virtue of a Deed of Conveyance sold, conveyed and transferred of ALL THAT piece or parcel of a plot of bastu land measuring about 18.21 Decimal more or less out of 27.30 Decimals be the same a little more or less, lying and situated at Mouza – Bhatenda, J.L. No. 28, R.S. No. 50, Touzi Nos. 2998 Hal 10, comprised in C.S. Dag No. 403, corresponding to R.S. & L.R. Dag No. 438, under C.S. Khatian No. 146, corresponding to L.R. Khatian No. 3159, within the jurisdiction of Rajarhat Police Station, within the local limits of Rajarhat Bishnupur 1 No. Gram Panchayet in the District of North 24-Parganas in favour of Sri Nilotpall Mukhopadhyay and Smt. Priyanka Mukhopadhyay (Obtained 8.69 Decimals be the same a little more or less out of 18.21 Decimals) and Sri Niladri Mukherjee and Smt. Rituparna Mukherjee (obtained 9.52 Decimals more or less out of 18.21 Decimals) executed and registered on 07.07.2021 at the office of A.D.S.R. Rajarhat and recorded in Book No. I, Volume No. 1523-2021, Pages 292666 to 292696, Being No. 152306947 for the year 2021 and enjoying the right, title and interest thereof free from all encumbrances.

AND WHEREAS the said Sri Nilotpal Mukhopadhyay, Smt. Priyanka Mukhopadhyay, Sri Niladri Mukherjee & Smt. Rituparna Mukherjee became absolute joint Owners and seized and possessed of ALL THAT piece or parcel of a plot of bastu land measuring about 18.21 Decimal be the same a little more or less, lying and situated at Mouza – Bhatenda, J.L. No. 28, R.S. No. 50, Touzi No. 2998 comprised in C.S. Dag No. 403, corresponding to R.S. & L.R. Dag No. 438, under C.S. Khatian No. 146, corresponding to L.R. Khatian Nos. 5044, 5048, 5065 & 5071 (coming from L.R. Khatian No. 3159), within the jurisdiction of Rajarhat Police Station, within the local limits of Rajarhat Bishnupur 1 No. Gram Panchayet in the District of North 24-Parganas and otherwise well and sufficiently entitled to free from all encumbrances, charges, liens, impendences, demands, claims, hindrances, attachments, debts, dues, acquisitions and requisitions whatsoever without any interference, disturbances and obstruction whatever from any person whomsoever and corner and manner whatever.

AND WHEREAS the said Ardhendu Nath by virtue of a Deed of Conveyance sold, conveyed and transferred of ALL THAT piece or parcel of a plot of bastu land measuring about 9.09 Decimal more or less out of 27.30 Decimals be the same a little more or less, alongwith a Tile shed, kaccha structure measuring about 100 Sq.ft. more or less, lying and situated at Mouza – Bhatenda, J.L. No. 28, R.S. No. 50, Touzi Nos. 2998 Hal 10, comprised in C.S. Dag No. 403, corresponding to R.S. & L.R. Dag No. 438, under C.S. Khatian No. 146, corresponding to L.R. Khatian No. 3159, within the jurisdiction of Rajarhat Police Station, within the local limits of Rajarhat Bishnupur 1 No. Gram Panchayet in the District of North 24-Parganas in favour of Sri Biswajit Ray, Smt. Jhuma Ray & Sri Abhijit Roy, executed and registered on 16.07.2021 at the office of A.D.S.R. Rajarhat, recorded in Book No. I, Volume No. 1523-2021, Pages from 303920 to 303947, Being No. 152307249 for the year 2021 and enjoying the right, title and interest thereof free from all encumbrances.

AND WHEREAS the said Sri Biswajit Ray, Smt. Jhuma Ray & Sri Abhijit Roy became absolute joint Owners and seized and possessed of ALL THAT piece or parcel of a plot of bastu land measuring about 9.09 Decimal be the same a little more or less, alongwith a Tile shed, kaccha structure measuring about 100 Sq.ft.

more or less, lying and situated at Mouza – Bhatenda, J.L. No. 28, R.S. No. 50, Touzi Nos. 2998 Hal 10, comprised in C.S. Dag No. 403, corresponding to R.S. & L.R. Dag No. 438, under C.S. Khatian No. 146, corresponding to L.R. Khatian Nos. 5274, 5052 & 5257 (coming from L.R. Khatian No. 3159, within the jurisdiction of Rajarhat Police Station, within the local limits of Rajarhat Bishnupur 1 No. Gram Panchayet in the District of North 24-Parganas and otherwise well and sufficiently entitled to free from all encumbrances, charges, liens, impendences, demands, claims, hindrances, attachments, debts, dues, acquisitions and requisitions whatsoever without any interference, disturbance and obstruction whatever from any person whomsoever and corner and manner whatever.

AND WHEREAS for their better enjoyment as per share of the Four Groups of Vendors herein intended to amalgamate their aforesaid respective share into a single plot morefully and particularly described in the First Schedule hereto and accordingly for avoiding future litigations about the same, all the Vendors herein jointly execute a Deed of Amalgamation dated 22nd day of June, 2023 and duly executed before the A.D.S.R. Rajarhat, New Town, recorded in Book No. I, Being No. 152309311 for the year 2023.

AND WHEREAS since then the Vendors herein became the absolute joint Owners of **ALL THAT** piece or parcel of a plot of bastu land measuring an area of 49.13 Decimals equivalent to 29 (Twenty Nine) Cottahs 11 (Eleven) Chittacks 24 (Twenty Four) Sq.ft. more or less and as per physical measurement 42.03 Decimals equivalent to 25 (Twenty Five) Cottahs 6 (Six) Chittacks 41 (Forty One) Sq.ft. be the same a little more or less alongwith two Tile shed, kaccha structures thereon measuring about 100 Sq.ft. more or less, lying and situated at Mouza – Bhatenda, J.L. No. 28, R.S. No. 50, Touzi No. 2998 Hal 10, comprised in C.S. Dag No. 403, corresponding to R.S. & L.R. Dag No. 438, under C.S. Khatian No. 146, corresponding to L.R. Khatian Nos. 351, 753, 2583, 2584, 5044, 5048, 5065, 5071, 5274, 5052 & 5257, at -----, within the jurisdiction of Rajarhat Police Station, within the local limits of Rajarhat Bishnupur 1 No. Gram Panchayet, under Additional District Sub-Registration Office at Rajarhat, New Town, in the District of North 24-Parganas, particularly mentioned and described in the First Schedule hereunder written and are now seized and possessed of and / or otherwise well and sufficiently entitled to the said property and enjoying

the same peacefully, freely, absolutely and without any interruptions from any corners together with rights to sell, convey and / or transfer the same as they shall think fit and proper.

AND WHEREAS with a view to develop the said property by raising construction of a G+3 storied building, the Vendors herein entered into a registered Development Agreement executed on 22.06.2023 with the Developer herein, which was duly registered before the Additional District Sub-Registrar at Rajarhat and recorded in Book No. I, Volume No. 1523-2023, Pages 308401 to 308462, Being No. 152309318 for the year 2023, under some terms and conditions mentioned thereon and also executed a Development Power of Attorney executed on 22.06.2023-, which was duly registered before the Additional District Sub-Registrar at Rajarhat and recorded in Book No. I, Volume No. 1523-2023, Pages ----- to -----, Being No. 152309330 for the year 2023 unto and in favour of the said Developer to empowering himself right to sell, convey and transfer of the Developer's Allocation.

AND WHEREAS further a Deed of Amalgamation executed on 22nd day of June, 2023 between the Land Owners / Vendors, which was duly registered before the A.D.S.R. Rajarhat and recorded in Book No. I, Volume No. 1523-2023, Page from 308204 to 308258, Being No. 152309311 for the year 2023.

AND WHEREAS in terms of the said Development Agreement and Development Power of Attorney, the Developer herein obtained a Building Sanction Plan Vide No. **564/N.Z.P. dated 27.11.2024** from the concerned Rajarhat Bishnupur 1 No. Gram Panchayet and simultaneously there with, in accordance with the terms and conditions of the said registered Agreement for Development, started the process of sale of Flats and the Car Parking Spaces of the said newly constructed multi storied building Complex fallen under Developer's Allocation in favour of the intending Purchaser(s) thereof. The Developer has already obtained RERA Registration from the competent authority being No. **RERA/P/-**-----.

AND WHEREAS the Said Land is earmarked for the purpose of building a [commercial / residential /any other purpose] project, comprising Three multi storied apartment buildings and [insert any other components of the Projects] and the said project shall be known as ' **KRISHNANJALI COMPLEX**-' ("Project");

Provided that where land is earmarked for any institutional development the same shall be used for those purposes only and no commercial/residential development shall be permitted unless it is a part of the plan approved by the competent authority.

AND WHEREAS 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 and proposed to be completed;

AND WHEREAS the RERA has granted the commencement certificate to develop the Project vide approval dated bearing no. -----

AND WHEREAS the Promoter has obtained the final layout plan approvals for the Project from Rajarhat Bishnupur 1 No. Gram Panchayet, under Additional District Sub-Registration Office at Rajarhat, New Town, in the District of North. 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;

AND WHEREAS the Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at RERA on ----- on -----
-----under registration no.-----

AND WHEREAS the Allottee(s)/Purchaser(s) had applied for an apartment in the Project vide 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/closed parking no. ----- admeasuring ----- square feet in the - -----, as permissible under the applicable law and of pro rata share in the common areas ("Common Areas") as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the "Apartment" more particularly described in Schedule A and the floor plan of the apartment is annexed hereto and marked as Schedule B);

[OR]

The Allottee had applied for a plot in the Project vide application no.----- dated ----- and has been allotted plot no. ----- having area of ----- square feet and plot for garage/closed parking admeasuring ----- square feet (if applicable)] in the [Please insert the location of the garage/closed parking], as permissible under the applicable law and of pro rata share in the common areas ("Common Areas") as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the "Plot" more particularly described in Schedule A):

AND WHEREAS the Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;

AND WHEREAS 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.

AND WHEREAS 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;

AND WHEREAS 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(s)/Purchaser(s) hereby agrees to purchase the [Apartment/Plot] and the garage/closed parking (if applicable);

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 [Apartment/Plot] 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/Tower No. ----- Apartment No. ----- Type ----- Floor -----	Rate of Apartment per Square Feet *

Provided break up of the amounts such as cost of apartment, proportionate cost of common areas, preferential location charges, taxes etc.

[AND] [if/as applicable]

Garage / Closed Parking – 1	Price for 1
Garage / Closed Parking – 2	Price for 2

[OR]

Plot No. ----- Type -----	Rate of Plot per square feet *

Explanation :

- (i) The Total Price above includes the booking amount paid by the allottee to the Promoter towards the [Apartment/Plot];
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of 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 [Apartment/Plot]:

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

- (iii) The Promoter shall periodically intimate to the Allottee(s)/Purchaser(s), the amount payable as stated in (i) above and the Allottee(s)/Purchaser(s) shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the Promoter shall provide to the Allottee(s)/Purchaser(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/Plot] includes: 1) pro rata share in the Common Areas; and 2) garage(s)/closed parking(s) as provided in the Agreement.

The Total Price is escalation-free, save and except increases which the Allottee(s)/Purchaser(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 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)/Purchaser(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(s)/Purchaser(s) by discounting such early payment @ -----% 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)/Purchaser(s) 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(s)/Purchaser(s). Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee(s)/Purchaser(s), 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(s)/Purchaser(s) 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(s)/Purchaser(s) 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(s)/Purchaser(s). If there is any increase in the carpet area allotted to Allottee(s)/Purchaser(s), the Promoter shall demand that from the Allottee(s)/Purchaser(s) as per the next milestone 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(s)/Purchaser(s) shall have the right to the Apartment/Plot] as mentioned below:

- (i) The Allottee(s)/Purchaser(s) shall have exclusive ownership of the [Apartment/Plot];

- (ii) The Allottee(s)/Purchaser(s) shall also have undivided proportionate share in the Common Areas. Since the share / interest of Allottee(s)/Purchaser(s) in the Common Areas is undivided and cannot be divided or separated, the Allottee(s)/Purchaser(s) 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(s)/Purchaser(s) 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 Allottee(s)/Purchaser(s) as provided in the Act;
- (iii) That the computation of the price of the [Apartment/Plot] includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and fire fighting 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(s)/Purchaser(s) agrees that the [Apartment/Plot] along with ----- garage/closed 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 except for the purpose of integration of infrastructure for the benefit of the Allottee(s)/Purchaser(s). It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottee(s)/Purchaser(s) of the Project.

It is understood by the Allottee(s)/Purchaser(s) that all other areas and i.e. areas and facilities falling outside the Project, namely "**KRISHNANJALI COMPLEX**" 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 agrees to pay all outgoings before transferring the physical possession of the apartment to the Allottee(s)/Purchaser(s), 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 Allottee(s)/Purchaser(s) or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottee(s)/Purchaser(s), 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 therefore by such authority or person.

The Allottee(s)/Purchaser(s) has/have paid a sum of Rs.-----/- (Rupees -----) on as booking amount being part payment towards the Total Price of the [Apartment/Plot] at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee(s)/Purchaser(s) hereby agrees to pay the remaining price of the [Apartment/Plot] 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(s)/Purchaser(s) 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(s)/Purchaser(s) 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 ----- payable at -----

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

The Allottee(s)/Purchaser(s), 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 thereunder 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 fulfil 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(s)/Purchaser(s) 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(s)/Purchaser(s) shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee(s)/Purchaser(s) subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee(s)/Purchaser(s) 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(s)/Purchaser(s) 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(s)/Purchaser(s) only.

4. **ADJUSTMENT/APPROPRIATION OF PAYMENTS**

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

outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee(s)/Purchaser(s) 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(s)/Purchaser(s). The Promoter shall abide by the time schedule for completing the project and handing over the [Apartment/Plot] to the Allottee(s)/Purchaser(s) and the common areas to the association of the Allottee(s)/Purchaser(s) after receiving the occupancy certificate* or the completion certificate or both, as the case may be. Similarly, the Allottee(s)/Purchaser(s) 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 pr as provided in Schedule C ("Payment Plan").

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

The Allottee(s)/Purchaser(s) has/have seen the specifications of the [Apartment/Plot] and accepted the Payment Plan, floor plans, 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 the -----
[Please insert the relevant laws in force] and shall not have an option to make any variation /alteration /modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

7. **POSSESSION OF THE APARTMENT/PLOT**

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(s)/Purchaser(s) 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(s)/Purchaser(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 Allotted 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(s)/Purchaser(s), Allottee(s)/Purchaser(s) agree(s) that he/she/they 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(s)/Purchaser(s) 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(s)/Purchaser(s). The Promoter agrees and undertakes to indemnify the Allottee(s)/Purchaser(s) in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee(s)/Purchaser(s) agree(s) to pay the maintenance charges as determined by the Promoter/association of Allottee(s)/Purchaser(s), as the case may be. The Promoter on its behalf shall offer the possession to the Allottee(s)/Purchaser(s) in writing within----- days of receiving the occupancy certificate* of the Project.

Failure of Allottee(s)/Purchaser(s) to take Possession of [Apartment/Plot]: Upon receiving a written intimation from the Promoter as

mentioned above, 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(s)/Purchaser(s). In case the Allottee(s)/Purchaser(s) fails to take possession within the time provided as mentioned above, such Allottee(s)/Purchaser(s) shall continue to be liable to pay maintenance charges as applicable.

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

Cancellation by Allottee(s)/Purchaser(s) - The Allottee(s)/Purchaser(s) shall have the right to cancel/withdraw his allotment in the Project as provided in the Act:

Provided that where the Allottee(s)/Purchaser(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)/Purchaser(s) shall be returned by the promoter to the Allottee(s)/Purchaser(s) within 45 days of such cancellation.

Compensation - The Promoter shall compensate the Allottee(s)/Purchaser(s) 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 Allottee(s)/Purchaser(s), in case the Allottee(s)/Purchaser(s) 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(s)/Purchaser(s) does not intend to withdraw from the Project, the Promoter shall pay the Allottee(s)/Purchaser(s) interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the [Apartment/Plot].

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

The Promoter hereby represents and warrants to the Allottee(s)/Purchaser(s) 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, whereby the right, title and interest of the Allottee(s)/Purchaser(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/Plot] which will, in any manner, affect the rights of Allottee(s)/Purchaser(s) 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(s)/Purchaser(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/Plot] to the Allottee(s)/Purchaser(s) and the common areas to the Association of the Allottee(s)/Purchaser(s);
- (x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;
- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
- (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:

- (i) Promoter fails to provide ready to move in possession of the [Apartment/Plot] to the Allottee(s)/Purchaser(s) 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;

- (ii) 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 thereunder.

In case of Default by Promoter under the conditions listed above, Allottee(s)/Purchaser(s) is/are entitled to the following:

- (i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee(s)/Purchaser(s) stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee(s)/Purchaser(s) be post a required to make the next payment without any penal interest; or
- (ii) The Allottee(s)/Purchaser(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)/Purchaser(s) 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(s)/Purchaser(s) do or does not intend to withdraw from the project or terminate the Agreement, he/she/they 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.

The Allottee(s)/Purchaser(s) shall be considered under a condition of Default, on the occurrence of the following events:

- (i) In case the Allottee(s)/Purchaser(s) fail(s) 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)/Purchaser(s) 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(s)/Purchaser(s) 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(s)/Purchaser(s) and refund the

amount money paid to him/her/their by the Allottee(s)/Purchaser(s) 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(s)/Purchaser(s), 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(s)/Purchaser(s) fail(s) 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(s)/Purchaser(s) 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(s)/Purchaser(s). The Allottee(s)/Purchaser(s) 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 Allottee(s)/Purchaser(s). 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. **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 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(s)/Purchaser(s) 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 Allottee(s)/Purchaser(s) 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(s)/Purchaser(s) 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 Allottee(s)/Purchaser(s) (or the maintenance agency appointed by it) and performance by the Allottee(s)/Purchaser(s) of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of Allottee(s)/Purchaser(s) from time to time.

14. **RIGHT TO ENTER THE APARTMENT FOR REPAIRS**

The Promoter / maintenance agency /association of Allottee(s)/Purchaser(s) 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(s)/Purchaser(s) agrees to permit the association of Allottee(s)/Purchaser(s) 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 "**KRISHNANJALI COMPLEX**", 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)/Purchaser(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 use by the association of

Allottee(s)/Purchaser(s) formed by the Allottee(s)/Purchaser(s) for rendering maintenance services.

16. **GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:** Subject to Clause 12 above, the Allottee(s)/Purchaser(s) 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 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. The Allottee(s)/Purchaser(s) 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 Allottee(s)/Purchaser(s) shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee(s)/Purchaser(s) 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(s)/Purchaser(s) shall also not remove any wall, including the outer and load bearing wall of the [Apartment/Plot]. The Allottee(s)/Purchaser(s) shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of Allottee(s)/Purchaser(s) and/or maintenance agency appointed by association of Allottee(s)/Purchaser(s). The Allottee(s)/Purchaser(s) 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(s)/Purchaser(s) 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(s)/Purchaser(s) who has taken or agreed to take such [Apartment/Plot/Building].

20. **APARTMENT OWNERSHIP ACT**

The Promoter has assured the Allottee(s)/Purchaser(s) 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(s)/Purchaser(s) by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee(s)/Purchaser(s) until, firstly, the Allottee(s)/Purchaser(s) 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(s)/Purchaser(s) 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(s)/Purchaser(s) 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(s)/Purchaser(s) for rectifying the default, which if not rectified within 30(thirty) days from the date of its receipt by the Allottee(s)/Purchaser(s), application of the Allottee(s)/Purchaser(s) shall be treated as cancelled and all sums deposited by the Allottee(s)/Purchaser(s) in connection therewith including the booking amount shall be returned to the Allottee(s)/Purchaser(s) 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 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.

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 hereto 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 Allottee(s)/Purchaser(s) 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(s)/Purchaser(s) 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(s)/Purchaser(s) that exercise of discretion by the Promoter in the case of one Allottee(s)/Purchaser(s) shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottee(s)/Purchaser(s). 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 may be, 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)/Purchaser(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(s)/Purchaser(s), in ----- after the Agreement is duly executed by the Allottee(s)/Purchaser(s) 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(s)/Purchaser(s)
_____ (Allottee(s)/Purchaser(s) Address)
M/s. _____ Promoter name
_____ (Promoter Address)

It shall be the duty of the Allottee(s)/Purchaser(s) 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(s)/Purchaser(s), as the case may be.

31. **JOINT ALLOTTEES**

That in case there are Joint Allottee(s)/Purchaser(s) all communications shall be sent by the Promoter to the Allottee(s)/Purchaser(s) 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)/Purchaser(s).

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 thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the Adjudicating Officer appointed under the Act.

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

IN WITNESS WHEREOF 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) _____

(2) _____

At _____ on _____ in the presence of

SIGNED AND DELIVERED BY THE WITHIN NAMED

Promoter

(1) _____

(Authorized Signatory)

WITNESSES :

1. Signature_____ (name)

Address _____

2. Signature _____ (name)
 Address _____

THE SCHEDULE ‘A’ ABOVE REFERRED TO

ALL THAT piece or parcel of a plot of bastu land measuring an area of 49.13 Decimals equivalent to 29 (Twenty Nine) Cottahs 11 (Eleven) Chittacks 24 (Twenty Four) Sq.ft. more or less and as per physical measurement 42.03 Decimals equivalent to 25 (Twenty Five) Cottahs 6 (Six) Chittacks 41 (Forty One) Sq.ft. be the same a little more or less together with a **G+3** storied building standing thereon in several Blocks, lying and situated at Mouza – Bhatenda, J.L. No. 28, R.S. No. 50, Touzi No. 2998 Hal 10, comprised in C.S. Dag No. 403, corresponding to R.S. & L.R. Dag No. 438, under C.S. Khatian No. 146, corresponding to L.R. Khatian Nos. 351, 753, 2583, 2584, 5044, 5048, 5065, 5071, 5274, 5052 & 5257, at -----
-----, within the jurisdiction of Rajarhat Police Station, within the local limits of Rajarhat Bishnupur 1 No. Gram Panchayet, under Additional District Sub-Registration Office at Rajarhat, New Town, in the District of North 24-Parganas and which is butted and bounded as follows :

- ON THE NORTH** : By 12’ ft. wide Common Passage.
- ON THE SOUTH** : By R.S. & L.R. Dag No. 426.
- ON THE EAST** : By R.S. & L.R. Dag No. 438.
- ON THE WEST** : By R.S. & L.R. Dag No. 438.

THE SCHEDULE ‘B’ ABOVE REFERRED TO

ALL THAT one self contained residential Flat being No. ----- having the Carpet area of ----- (-----) Square feet approximately and lying on the ----- side of the ----- Floor of **Block – ----- with Marble Flooring and Lift Facility** consisting of ----- Bed Rooms, **One** Drawing-cum-Dining Space, **One** Kitchen, ----- Toilets and ----- Balcony of the Multi storied building Complex namely “-----” together with all doors, windows, fixtures and fittings in sanitary and electrical point with undivided proportionate share or

interest in the land and in the common service areas including roof of the said premises morefully and particularly described in the First Schedule including the rights of user of the common areas, spaces in the building.

THE SCHEDULE 'C' ABOVE REFERRED TO

1. **STRUCTURE** : Building designed with R.C.C. framed structure which rest on individual column, design approved by the competent Authority.
2. **EXTERNAL WALL** 8"/5" thick brick wall and plastered with cement mortar.
3. **INTERNAL WALL** " 5"/3" thick brick wall and plastered with cement mortar; wall between two rooms will be 3".
4. **FLOORING** : Flooring is of Vitrified Tiles with 4" skirting (all Bed Rooms, drawings, dining space and verandah)
5. **BATH ROOM** : Bath Room fitted upto 6' height with designer glazed tiles of standard brand. One Indian style Lavatory, Bath Room floor Vitrified Tiles (4' x 2').
6. **KITCHEN** : Cooking platform and sink will be of Black Stone and fitted upto 3' height with glazed standard tiles above the platform to protect the oil spot and flooring Vitrified Tiles (4' x 2').
7. **TOILETS** : Two Toilets including attached toilet of white commode of standard brand with standard P.V.C. Cistern. All fittings are standard type. One Wash Hand basin is in dining space of each flat upto 6'-0" height glazed tiles of standard brand will be fitted from floor. (Basin and Commode – Hindware sistern.)
8. **DOORS** : All doors are of good quality wooden frame and all door commercial flush door shutter be of Sal wood frame and wooden door with standard lock and peep hole on the main entrance door, on the main gate of the Flat Godrej Lock to be provided.
9. **WINDOWS** : Aluminium window frame with fully glass panel of good quality will be provided in the windows.
10. **WATER SUPPLY** : Water supply round the clock is assured for which necessary deep tube well will be installed. (All pipe line will be used for Supreme)
11. **PLUMBING**: Toilet concealed wiring with two bib cock, one shower, all fittings are of standard quality. (Jaguar – ESCO Brand)
12. **OTHER WORKS** :

- a) Full concealed wiring with copper conduct.
 - b) In Bed Room two light points, one 5 Amp. Plug point, one fan point and one tube light point.
 - c) Living/Dining Room : Three light points, two fan points, one 5/15 Amp. Plug and one T.V. Point.
 - d) Kitchen : One light point, one exhaust fan point and one 15 Amp. Plug point and one light point.
 - e) Toilet : One light point, one 15 Amp. Plug point for geyser and one exhaust fan point.
 - f) Verandah : One light point and one plug point.
 - g) One light point at main entrance.
 - h) Calling Bell : One calling bell point at the main entrance and switch at the entrance of the flat.
 - i) One A.C. point in Master Bed room only.
13. **ELECTRIC** : The Developer shall install mother meter / Transformer and Power Back up system (such amount shall be borne by all occupiers later on proportionately) and further individual meter charges will also be borne by the Occupiers.
14. **PAINTING** :
- a) Inside wall of the Flat will be finished with putty and external wall with weather coat. (Asian / Dulux)
 - b) All doors and windows frames and shutter will be painted with two coats white primer and Oil paints.
15. **LIFT** : Each Block of the Building will be provided with 1 (one) Lift of standard brand having the carrying capacity of 4 (four) persons.
16. **EXTRA WORK** : Any work other than specified above will be treated as Extra Work. To carry out the Extra work, advance payments are to be made by the Purchaser(s) as per prevailing market rate.

THE FOURTH SCHEDULE ABOVE REFERRED TO
(THE COMMON AREAS / PORTIONS)

The common areas and facilities so to be enjoyed by the Purchaser(s) along with the other Flat Owners of the building in common and mentioned in the present Indenture shall include.

1. The land on which the building is constructed and all easement right and appurtenances belonging to the land and the building.
2. The foundations, columns, girders, beams, supports, main walls, roof of the building, corridors, lobbies, landings, stairs, stair ways lift and lift shaft and entrance and exist passage and gate of the building.
3. The premises for the lodging of Janitors and persons / staff employed for maintenance and management of the building.
4. The Overhead water Tank, Motor Pump, all Sanitary and Water line pipes and in general other installations relating to operation of common services such as light, water sewerage line, lavatories and other amenities attached to the Land and building.
5. All Plumbing installations used for common services and carriage of water along with such other common parts, areas, equipments, installations fittings, fixtures and spaces in or about the land and the building and area necessary for passage to and / or use of the Flats of the building in common by the Co-owners.

THE FIFTH SCHEDULE ABOVE REFERRED TO
(THE COMMON EXPENSES)

The Purchaser(s) are to bear and pay proportionately the following expenses along with the other Owners and Occupiers of the building :

1. All costs of maintenance, operating, replacing, repairing, re-building, white washing, painting, decorating, re-decorating, reconstruction and lighting the common portions and the common areas of the building including the main entrance, exit, passages, landings, lobbies, lift and staircase of the building as well as the outer walls / parts of the building.
2. The salary of all persons employed for the common purpose including door keeper, security personnel, sweepers, plumbers, electricians and caretaker of the building.
3. Proportionate share of Panchayet rates and taxes and other Government rents and taxes including surcharges and other taxes, outgoings levies and impositions from the date of making over possession of the said Flat are to be borne by the Purchaser(s) till the Flat of the Purchaser(s) is/are separately assessed by the concerned Panchayet Authority.
4. Insurance Premium payable for insuring the building if any, against earthquake, fire, mob-violence, riot and other natural calamities.

5. All charges and deposits for maintaining supply and operation of all common services and utilities to the building.
6. Costs of running maintenance, repairs and replacement of pumps, motors and other common installations.
7. The costs of maintaining, cleaning and lighting the passages, landings, staircase, drive ways etc. and other part of the building as well as the electricity charges for operation of all common services of the building.
8. Such other expenses as are necessary or incidental to the Maintenance, proper preservation and safe holding (including litigation costs and expenses) of the Premises / Building namely "-----"
9. Costs of formation and operation of the Flat Owners' Association in terms of the provisions of the West Bengal Apartment Ownership Act. 1972.
10. The Office expenses incurred for maintaining an Office for common purposes.

THE SIXTH SCHEDULE ABOVE REFERRED TO (TERMS OF PAYMENT)

The total consideration price of Rs.-----/-(Rupees -----)only towards Sale of Flat being Flat No._____ having the Carpet area of _____ Sq ft more or less approximately and lying on the_____ side of the _____ Floor of Block _____ of the G+3 storied building are to be payable by the Purchaser(s) to the Developer hereof in the manner as follows :

- a) At the time of signing of this Agreement of Sale@10% Rs.
- b) Within roof casting of the flat@50% Rs.
- c) Within brick wall of the flat@20% Rs.
- d) Within finishing work of the flat@10% Rs.
- e) Within Rs.
- f) Balance at the time of possession and / or registration of the Deed of

Conveyance or within@10%__ which ever is earlier. Rs.