

NM/AGREE/MASTER

**AGREEMENT FOR SALE**

**THIS AGREEMENT FOR SALE (AGREEMENT)** made on this  
..... day of

..... Two Thousand and Twenty Four **BETWEEN PROFEETO  
REALTORS**

**PRIVATE LIMITED,** a company incorporated under the Companies Act. 1956, having Income Tax Permanent Account No. (PAN) "AAMCP4132F", having its registered office at L/51/1202, L-51, Spriha, Sp Shukhobristhi, AA-III, New Town, Post Office – New Town, Police Station – New Town now Technocity, Kolkata – 700 135, in the District of North 24-Parganas, represented by its Directors viz.; **(1) SABIR ALI MOLLAH** son of Meherul Mollah, having Income Tax Permanent Account No. (PAN) "BFKPM4896L", Aadhaar No. **5525-4321-5797**, residing at Padmabila, Post Office – Bithari, Police Station – Swarupnagar, in the District of North 24-Parganas, PIN – 743 286, **(2) MOHAMMAD AMINUL ISLAM** son of Mohammad Salauddin, having Income Tax Permanent Account No. (PAN) "ABHPI7766B", Aadhaar No. **5703-1600- 8132**, residing at SP Sukhobristi 12<sup>th</sup> Floor, L/51/1202, Shapoorji Pallonji Road, Newtown Action Area 3, Patharghata, Post Office – New Town, Police Station – New

Town now Technocity, Kolkata – 700 135, in the District of North 24-Parganas, both are by faith – Muslim, by occupation – Business, both are Indian Citizen, hereinafter called the **VENDOR**, (which expression shall unless excluded by or repugnant to the context be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns) of the **FIRST PART**. The Vendor herein is represented by its Constituted Attorney **GITANJALI ENTERPRISE**, a partnership firm, having Income Tax Permanent Account No. (PAN) "AANFG9297L", having its office at 9A, N.G. Basak Road, Post Office – Mall Road, Police Station – Dum Dum, Kolkata – 700 080, in the District of North 24-Parganas, represented by its partners viz.; **(1) MRS. RIKU CHAKRABORTY ROY** wife of Sri Rahul Roy, having Income Tax Permanent Account No. (PAN) "AYSPC3747N", Aadhaar No. **3451- 4412-0310**, residing at 7/1D, Naba Gouranga Basak Road, Post Office – Mall Road, Police Station – Dum Dum, Kolkata – 700 080, in the District of North 24-Parganas, **(2) MR. ARPO DAS** son of Sri Kamalendu Das, having Income Tax Permanent Account No. (PAN) "ARDPD8610M", Aadhaar No. **5208-8558-1914**, residing at NB-88, Arjunpur Uttar Para, Post Office – North Arjunpur, Police Station – Baguiati, Kolkata – 700 059, in the District of North 24-Parganas, **(3) MR. SANKET KUMAR JHA alias MR. SANKET JHA** son of Sri Vinodanand Jha, having Income Tax Permanent Account No. (PAN) "AENPJ7030A", Aadhaar No. **4239-2149-4291**, residing at 3/50/1, East Mall Road, Post Office – Mall Road, Police Station – Dum Dum, Kolkata – 700 080, in the District of North 24-Parganas, all are by faith – Hindu, by occupation – Business, all are Indian Citizen, vide Power of Attorney dated 31.07.2023 registered at the office of the Additional Registrar Assurances - IV, Kolkata, copied in Book No. I, Volume No. 1904-2023, Pages 513183 to 513228, Being No. 190410643 for the year 2023 and Power of Attorney dated 08.08.2023 registered at the office of the Additional Registrar Assurances - IV, Kolkata, copied in Book No. I, Volume No. 1904-2023, Pages 553406 to 553447, Being No. 190411189 for the year 2023.

**AND**

**GITANJALI ENTERPRISE**, a partnership firm, having Income Tax Permanent

Account No. (PAN) "**AANFG9297L**", having its office at 9A, N.G. Basak Road, Post Office – Mall Road, Police Station – Dum Dum, Kolkata – 700 080, in the District of North 24-Parganas, represented by its partners viz.; **(1) MRS. RIKU CHAKRABORTY ROY** wife of Sri Rahul Roy, having Income Tax

Permanent Account No. (PAN) "**AYSPC3747N**", Aadhaar No. **3451-4412-0310**, residing at 7/1D, Naba Gouranga Basak Road, Post Office – Mall Road, Police Station – Dum Dum, Kolkata – 700 080, in the District of North 24-Parganas, **(2) MR. ARPO DAS** son of Sri Kamalendu Das, having Income Tax Permanent Account No. (PAN) "**ARDPD8610M**", Aadhaar No. **5208-8558-1914**, residing at NB-88, Arjunpur Uttar Para, Post Office – North Arjunpur, Police Station – Baguiati, Kolkata – 700 059, in the District of North 24-Parganas, **(3) MR. SANKET KUMAR JHA alias MR. SANKET JHA** son of Sri Vinodanand Jha, having Income Tax Permanent Account No. (PAN) "**AENPJ7030A**", Aadhaar No. **4239-2149-4291**, residing at 3/50/1, East Mall Road, Post Office – Mall Road, Police Station – Dum Dum, Kolkata – 700 080, in the District of North 24-Parganas, all are by faith – Hindu, by occupation – Business, all are Indian Citizen, hereinafter called the **PROMOTER**, (which expression shall unless excluded by or repugnant to the context be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns) of the **SECOND PART.**

**AND**

**(1)** \_\_\_\_\_ son of Mr. \_\_\_\_\_, having  
Income Tax

Permanent Account No. (PAN) "\_\_\_\_\_", Aadhaar  
No. \_\_\_\_\_, **(2)**

\_\_\_\_\_ wife of \_\_\_\_\_, having Income Tax  
Permanent Account No.

(PAN) "\_\_\_\_\_", Aadhaar No. \_\_\_\_\_, both are by faith – Hindu,  
by Occupation –

\_\_\_\_\_ and \_\_\_\_\_ respectively, both residing at \_\_\_\_\_, Post  
Office – \_\_\_\_\_, Police Station – \_\_\_\_\_, PIN \_\_\_\_\_, both are  
Indian

Citizen, hereinafter called the **ALLOTTEE(S)** (which expression shall unless  
excluded by or repugnant to the context be deemed to mean and include his/her/their  
heirs, executors, administrators, successors-in-interest and permitted assigns) of the

**THIRD PART.**

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

**WHEREAS** One (i) Shri Dhananjoy Mondal and (ii) Shri Dukhiram Mondal both  
sons of Late Harendra Nath Mondal, both resident of Atghara, Kalikapur, P.S.  
Rajarhat, 24 Parganas now North 24

Parganas were the joint owners of bagan/danga land measuring an area of 1.27 Acre (one Acre twenty seven Decimals) comprised in C.S. Dag No. 651, under C.S. Khatian No. 103, lying at Mouza- KALIKAPUR, J.L. No. 40, R.S. No. 141, at present Touzi No. 10, within the local limits of Patharghata Gram Panchayat, within the jurisdiction of Rajarhat Police Station, in the District of North 24-Parganas by virtue of purchase from (i) Miya Chaddin Mondal son of Late Bahadur Mondal (ii) Maniraddin Mondal, son of Bholai Mondal (iii) Keramat Ali Mondal son of Late Hela Laddin Mondal (iv) Karim Box Mondal & (v) Abbas Ali Mondal both sons of Keramat Ali Mondal all resident of Teghari, P.S. Rajarhat, (vi) Mst. Amena Khatun Bibi wife of late Golam Hochhen Molla, residing at Joypur, P.S. Bhangar, District – 24 Parganas now South 24 Parganas by a registered Deed of Sale (Bengali language Suff Bikray Kobala), registered at the office of the Bhangar, 24 Parganas now South 24 Parganas and recorded in Book No. I, Being No. 2758 for the year 1948 on 13/07/1948 against valuable consideration mentioned thereon and by virtue of above purchase, each of them entitled as  $\frac{1}{2}$  share out of said purchase land.

**AND WHEREAS** While seized and possessed of the said plot of land by virtue of above purchase the said Shri Dukhiram Mondal duly recorded his name to BL & LR office in L.R. Settlement Operation being L.R. Khatian No. 252 and the said office Authority recorded the said land measuring an area of 63.50 Decimals as  $\frac{1}{2}$  share out of 1.27 Acre comprised in C.S. Dag No. 651, corresponding to R.S. & L.R. Dag No. 437 under C.S. Khatian No. 103, at present L.R. Khatian No. 252, lying at Mouza- KALIKAPUR, J.L. No. 40, R.S. No. 141, at present Touzi No.10, within the local limits of Patharghata Gram Panchayat, within the jurisdiction of Rajarhat Police Station, in the District of North 24-Parganas as absolute owner and possessor thereof.

**AND WHEREAS** While seized and possessed of the said plot of land, the said Shri Dukhiram Mondal died in childless, leaving behind his only wife namely Golapi Mondal, the Vendor therein as his only legal heir to his estate and she become the owner of the said land measuring an area of 63.50 Decimals as  $\frac{1}{2}$  share out of 1.27 Acre comprised in C.S. Dag No. 651, corresponding to R.S. & L.R. Dag No. 437

under C.S. Khatian No. 103, at present L.R. Khatian No. 252, lying at Mouza - KALIKAPUR, J.L. No. 40, R.S. No. 141, at present Touzi No. 10, within the local limits of Patharghata Gram Panchayat, within the jurisdiction of Rajarhat Police Station, in the District of North 24-Parganas by virtue of inheritance from her husband and/or in terms of the Hindu Succession Act. 1956. And

thereafter she sold out a portion from the same and remaining land measuring 16.51 Decimals is under her full possession.

**AND WHEREAS** Since then, Golapi Mondal was seized and possessed of the aforesaid plot of bagan land measuring an area of 16.51 Decimals comprised in C.S. Dag No. 651, corresponding to R.S. & L.R. Dag No. 437 under C.S. Khatian No. 103, at present L.R. Khatian No. 252, lying and situated at Mouza- KALIKAPUR, J.L. No. 40, R.S. No. 141, at present Touzi No. 10, within the local limits of Patharghata Gram Panchayat, within the jurisdiction of Rajarhat Police Station, in the District of North 24-Parganas by virtue of above inheritance from her husband and has been enjoying the same as per demarcation peacefully, freely, absolutely and without any interruptions from any corners whatsoever by paying usual rents and taxes to the proper authorities in her name as absolute owner and possessor thereof and has the full right to dispose or transfer the same to others as Golapi Mondal shall think fit and proper.

**AND WHEREAS** by a Deed of Conveyance dated 26.11.2021, registered at the office of Addl. District Sub-Registrar Rajarhat, New Town, North 24-Parganas, copied in Book No. I, Being No. 16745 for the year 2021, Golapi Mondal, described therein as the Vendor, sold, transferred and conveyed to Profeeto Realtors Private Limited, described therein as the Purchaser, ALL THAT piece and parcel of Bagan land measuring an area of **16.51 Decimals** be the same a little more or less as 0.1300 share out of total 1.27 Acre comprised in C.S. Dag No. 651, corresponding to R.S. & L.R. Dag No. 437 under C.S. Khatian No. 103, L.R. Khatian No. 252, lying and situated at Mouza - Kalikapur, Police Station - Rajarhat, within the local limits of Patharghata Gram Panchayat, in the District of North 24 Parganas.

**AND WHEREAS** While seized and possessed of the aforesaid plot of land said Golapi Mondal Gifted and transferred to her cousin SHRI ASTAPADA NASKAR, ALL THAT piece or parcel of Bagan land measuring an area of 17 Decimal equivalent to 10 (Ten) Katha 5 (Five) Chittack, out of 1 Acre 27 Decimal, comprised in C.S. Dag No. 651, corresponding to R.S. & L.R. Dag No. 437 under C.S. Khatian No. 103, L.R. Khatian No. 252, lying and situated at Mouza- KALIKAPUR, J.L. No. 40, R.S. No. 141, at present Touzi No. 10, within the local limits of Patharghata Gram Panchayat, within Rajarhat Police Station, within the Jurisdiction A.D.S.R.O. Rajarhat, New Town, in the District of North 24 Parganas, by a registered deed of Gift dated 22/11/2018, registered at the A.D.S.R.O. Rajarhat, New Town, copied in

Book No. 1. Volume No. 1523-2018, Pages from 427098 to 427115, Being No. 12873 for the year 2018.

**AND WHEREAS** While seized and possessed of the aforesaid Gift the said Shri Astapada Naskar, absolute owner of aforesaid land and thereafter he recorded his name in B.L. & L.R.O. Rajarhat, under L.R. Khatian No. 3288, land measuring an area of 17 Decimal more or less (as share 0.1339) out of 1 Acre 27 Decimal, comprised in R.S. & L.R. Dag No. 437 and enjoying the same absolutely free from all encumbrances whatsoever.

**AND WHEREAS** Since then the said Shri Astapada Naskar was well seized and possessed of the aforesaid plot of Bagan land measuring an area of 17 Decimal more or less, out of 1 Acre 27 Decimal, comprised in R.S. & L.R. Dag No. 437, under present L.R. Khatian No. 3288, lying and situated at Mouza- KALIKAPUR, J.L. No. 40, R.S. No. 141, at present Touzi No. 10, within the local limits of Patharghata Gram Panchayat, within Rajarhat Police Station, within the Jurisdiction A.D.S.R.O. Rajarhat, New Town, in the District of North 24 Parganas, morefully described in the schedule hereinafter written by virtue of above Record of Rights and have been enjoying the same as per demarcation peacefully, freely, absolutely and without any interruptions from any corners whatsoever by paying usual rents and taxes to the proper authorities in their names as absolute owner and possessors thereof and have the full right to dispose or transfer the same to any body in any way as Shri Astapada Naskar shall think fit and

proper

**AND WHEREAS** by a Deed of Conveyance dated 18.04.2022, registered at the office of Addl. District Sub-Registrar Rajarhat, New Town, North 24-Parganas, copied in Book No. I, Volume No. 1523-2022, Page from 275208 to 275239, Being No. 152306800 for the year 2022, Shri Astapada Naskar, described therein as the Vendor, sold, transferred and conveyed to Profeeto Realtors Private Limited, described therein as the Purchaser, ALL THAT piece and parcel of Bagan land measuring an area of **16.50 Decimals**, equivalent to **10 (Ten) Cottahs** be the same a little more or less out of total

1.27 Acre comprised in C.S. Dag No. 651, corresponding to R.S. & L.R. Dag No. 437 under C.S. Khatian No. 103, L.R. Khatian No. 252 now 3288 (in the name of Shri Astapada Naskar), lying and situated at Mouza - Kalikapur, Police Station - Rajarhat, within the local limits of Patharghata Gram Panchayat, in the District of North 24 Parganas.

**AND WHEREAS** Profeeto Realtors Private Limited, after the aforesaid two nos. of Deed of Conveyance, duly mutated its name in the records of B.L. & L.R.O. being L.R. Khatian No. 3782.

**AND WHEREAS** Profeeto Realtors Private Limited, the Vendor herein, is well seized and possessed of or otherwise well and sufficiently entitled to ALL THAT piece and parcel of land measuring an area of **33 Decimals** equivalent to 20 Cottahs be the same a little more or less out of total 1.27 Acre comprised in C.S. Dag No. 651, corresponding to R.S. & L.R. Dag No. 437 under C.S. Khatian No. 103, L.R. Khatian No. 252, 3288 now 3782, lying and situated at Mouza - Kalikapur, Police Station - Rajarhat, Kolkata – 700 135, within the local limits of Patharghata Gram Panchayat, in the District of North 24 Parganas.

**AND WHEREAS** the Vendor has entered into a Development Agreement dated 31.07.2023 registered at the office of the Additional Registrar Assurances - IV, Kolkata, copied in Book No. I, Volume No. 1904-2023, Pages 513183 to 513228,



Being No. 190410643 for the year 2023 with **Gitanjali Enterprise**, the Developer herein, to construct a G+ ..... storied building as per Sanction

Plan No. .... dated ..... of Patharghata Gram Panchayat, on the terms and conditions set forth therein.

**AND WHEREAS** while seized and possessed of the aforesaid plot of land, said Golapi Mondal gifted and transferred to her cousin Shri Astapada Naskar ALL THAT piece or parcel of Bagan land measuring an area of 30.48 Decimal equivalent to 18 Cottahs 7 Chittacks 14 Sq.ft. more or less, out of 1 Acre 27 Decimal, comprised in R.S. & L.R. Dag No. 437, under present L.R. Khatian No. 3288, lying and situated at Mouza- KALIKAPUR, J.L. No. 40, R.S. No. 141, at present Touzi No. 10, within the local limits of Patharghata Gram Panchayat, within Rajarhat Police Station, within the Jurisdiction A.D.S.R.O. Rajarhat, New Town, in the District of North 24 Parganas, by a registered deed of Gift dated 20.11.2018, registered at the A.D.S.R.O. Rajarhat, New Town, copied in Book No. I, Volume No. 1523- 2018, pages from 424597 to 424612, being No. 12844 for the year 2018.

**AND WHEREAS** While seized and possessed of the aforesaid Gift the said Shri Astapada Naskar, absolute owner of aforesaid land and thereafter he recorded his name in B.L. & L.R.O. Rajarhat, under L.R. Khatian No. 3288, land measuring an area of 30.48 Decimal more or less (as share 0.2400) out of 1 Acre 27 Decimal, comprised in R.S. & L.R. Dag No. 437 and enjoying the same absolutely free from all encumbrances whatsoever.

**AND WHEREAS** Since then the said Shri Astapada Naskar was well seized and possessed of the aforesaid plot of Bagan land measuring an area of 30.48 Decimal equivalent to 18 Cottahs 7 Chittacks 14 Sq.ft. more or less, out of 1 Acre 27 Decimal, comprised in R.S. & L.R. Dag No. 437, under present L.R. Khatian No. 3288, lying and situated at Mouza- KALIKAPUR, J.L. No. 40, R.S. No. 141, at present Touzi No. 10, within the local limits of Patharghata Gram Panchayat, within Rajarhat Police Station, within the Jurisdiction A.D.S.R.O. Rajarhat, New Town, in the District of North 24 Parganas, morefully described in the schedule hereinafter written by virtue of above Record of Rights and have been enjoying the same as per demarcation peacefully, freely, absolutely and without any interruptions from any corners whatsoever by paying usual rents and taxes to the proper authorities in their names as absolute owner and possessors thereof and have the full right to dispose or transfer the same to anybody in any way as Shri Astapada Naskar shall think fit and proper.

**AND WHEREAS** by a Deed of Conveyance dated 01.08.2023, registered at the office of Addl. District Sub-Registrar Rajarhat, New Town, North 24-Parganas, copied in Book No. I, Volume No. 1523-2023, Page from 371676 to 371699, Being No. 152311410 for the year 2023, Shri Astapada Naskar, described therein as the Vendor, sold, transferred and conveyed to Profeeto Realtors Private Limited, described therein as the Purchaser, ALL THAT piece and parcel of Bagan land measuring an area of **30.48 Decimals** equivalent to 18 Cottahs 7 Chittacks 14 Sq.ft. out of total 1.27 Acre comprised in C.S. Dag No. 651, corresponding to R.S. & L.R. Dag No. 437 under C.S. Khatian No. 103, L.R. Khatian No. 252 now 3288 (in the name of Shri Astapada Naskar), lying and situated at Mouza - Kalikapur, Police Station - Rajarhat, within the local limits of Patharghata Gram Panchayat, in the District of North 24 Parganas.

**AND WHEREAS** Profeeto Realtors Private Limited, after the said purchase, duly mutated its name in the records of B.L. & L.R.O. under L.R. Khatian No. 3995.

**AND WHEREAS** Profeeto Realtors Private Limited, the Vendor herein, is well seized and possessed of or otherwise well and sufficiently entitled to ALL THAT piece and parcel of land measuring an area of **30.48 Decimals** equivalent to 18

Cottahs 7 Chittacks 14 Sq.ft. out of total 1.27

Acre comprised in C.S. Dag No. 651, corresponding to R.S. & L.R. Dag No. 437 under C.S. Khatian No. 103, L.R. Khatian No. 252 thereafter 3288 (in the name of Shri Astapada Naskar) now 3995, lying and situated at Mouza - Kalikapur, Police Station - Rajarhat, within the local limits of Patharghata Gram Panchayat, in the District of North 24 Parganas.

**AND WHEREAS** the Vendor has entered into a Development Agreement dated 08.08.2023 registered at the office of the Additional Registrar Assurances - IV, Kolkata, copied in Book No. I, Volume No. 1904-2023, Pages 553406 to 553447, Being No. 190411189 for the year 2023 with **Gitanjali Enterprise**, the Developer herein, to construct a G+4 storied building as per Sanction Plan No. .... dated ..... of Patharghata Gram Panchayat, on the terms and conditions set forth therein.

**AND WHEREAS** in terms of the 2 Nos. Development Agreement dated 31.07.2023 and 08.08.2023, the Developer has started construction of a G+4 storied building in **ALL THAT** piece or parcel of land measuring an area of **63.48 Decimals** equivalent to 38 Cottahs 07 Chittacks 14 Sq.ft. be the same a little more or less out of total 1.27 Acre comprised in C.S. Dag No. 651, corresponding to R.S. & L.R. Dag No. 437 under C.S. Khatian No. 103, L.R. Khatian No. 252, 3288 now 3782 & 3995, lying and situated at Mouza - Kalikapur, J.L. No. 40, R.S. No. 141, at present Touzi No. 10, Police Station - Rajarhat, Kolkata – 700 135, within the local limits of Patharghata Gram Panchayat, under the jurisdiction of Addl. District Sub-Registrar Office Rajarhat, New Town, in the District of North 24 Parganas.

The Said Land is earmarked for the purpose of building a project, comprising G+4 storied apartment buildings and the known as "**APONJON HOUSING COMPLEX**" said project.

**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 have been completed.

**AND WHEREAS** The Patharghata Gram Panchayat has granted the commencement certificate to develop the Project vide approval dated bearing Sanction Plan No.

.....date  
d  
.....

**AND WHEREAS** The Promoter has obtained the final layout plan approvals for the Project from Patharghata Gram Panchayat. 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 West Bengal No. .... on ..... under registration.

**AND WHEREAS** The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority (**RERA**) at Kolkata on ..... under registration number  
.....;

**AND WHEREAS** The Allottee(s) had applied for an apartment in the Project vide application no. .... dated ..... and has been allotted **Apartment No.**

.....havin  
g

carpet area of ..... **square feet**, type ..... **BHK**, on floor 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).

**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 hereby agrees to purchase the Apartment and the garage/closed parking (if applicable) as specified in Para 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 [Apartment] as specified in Para H;

The Total Price for the [Apartment] based on the carpet area is **Rs. /-** (Rupees

..... ) only ("**Total Price**") :

Apartment No. -	Type -
	Floor -
G.S.T.	..... % of Apartment Value

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, 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 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(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) the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;

(iv) The Total Price of Apartment includes : pro rata share in the Common Areas; as provided in the Agreement.

The Total Price is escalation-free, save and except increases which the Allottee(s) hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee 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 shall make the payment as per the payment plan set out in Schedule C ("Payment Plan").

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(s), or such minor changes or alterations as per the provisions of the Act.

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.

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 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.

The Promoter agrees and acknowledges, the Allottee(s) shall have the right to the Apartment as mentioned below:

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

(ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share / interest of Allottee(s) in the Common Areas is undivided and cannot be divided or separated, the Allottee(s) shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottee(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 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 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 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). It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottee(s) of the Project.

It is understood by the Allottee that all other areas and i.e. areas and facilities falling outside the Project, namely "**APONJON HOUSING 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), which it has collected from the Allottee(s)s, 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) or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottee(s), the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings 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 therefor by such authority or person.

The Allottee(s) has paid a sum of **Rs. ....**/- (Rupees ..... only) as Execution 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) hereby agrees to pay the remaining price of the Apartment 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) delays in payment towards any amount for which is payable, he/she/they shall be liable to pay interest at the rate specified in the Rule

## **2.MODE OF PAYMENT**

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee(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 .....Ban k, ..... Branch, Kolkata.

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

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

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

The Allottee(s) 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(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). The Promoter shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee(s) and the common areas to the association of the Allottee(s) after receiving the occupancy certificate\* or the completion certificate or both, as the case may be. Similarly, the Allottee(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 as provided in Third Schedule ("Payment Plan").

## 6.CONSTRUCTION OF THE PROJECT/ APARTMENT

The Allottee(s) has seen the specifications of the Apartment and accepted the Payment Plan, floor plans, layout plans 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 Patharghata Gram Panchayat 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:** The Promoter agrees and understands that timely delivery of possession of the Apartment is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the Apartment on  
 ..... **202**....., 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) agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee(s) agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee(s) the entire amount received by the Promoter from the allotment within 45 days from that date. After refund of the money paid by the Allottee(s), Allottee(s) 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, to the Allottee(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 to the Allottee(s). The Promoter agrees and undertakes to indemnify the Allottee(s) in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee(s) agree(s) to pay the maintenance charges as determined by the Promoter/association of Allottee(s), as the case may be. The Promoter on its behalf shall offer the possession to the Allottee(s) in writing within ..... **202** of receiving the occupancy certificate\* of the Project.

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

**Possession by the Allottee(s) –** After obtaining the occupancy certificate\* and handing over physical possession of the Apartment to the Allottee(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) or the competent authority, as the case may be, as per the local laws.

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

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

**Compensation –**

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

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

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

(i) The **GITANJALI ENTERPRISE** 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;

(iv) There are no litigations pending before any Court of law with respect to the said Land, Project or the Apartment;

(v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Apartment and common areas;

(vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee(s) created herein, may prejudicially be affected;

(vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee(s) under this Agreement;

(viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee(s) in the manner contemplated in this Agreement;



(ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee(s) and the common areas to the Association of the Allottee(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 to the Allottee(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 Promoter on account of suspension or revocation 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 is entitled to the following:

(i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee(s) stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee(s) be required to make the next payment without any penal interest; or

(ii) The Allottee(s) shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee 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) 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.

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

(i) In case the Allottee(s) fails to make payments for 03 (Three) consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottee(s) shall be liable to pay interest to the promoter on the unpaid amount at the rate specified in the Rules.

(ii) In case of Default by Allottee(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 in favour of the Allottee(s) and refund the amount money paid to him by the Allottee(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 under the Agreement from the Allottee(s), shall execute a conveyance deed and convey the title of the Apartment 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) 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(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). The Allottee(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. The cost of such maintenance has been included in the Total Price of the Apartment.

## **12. DEFECT LIABILITY**

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per 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) 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) shall be entitled to receive appropriate compensation in the manner as provided under the Act.

## **13. RIGHT OF ALLOTTEE(S) TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES**

The Allottee(s) hereby agrees to purchase the Apartment on the specific understanding that his/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) (or the maintenance agency appointed by it) and performance by the Allottee(s) of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of Allottee(s) from time to time.

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

The Promoter / maintenance agency /association of Allottee(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) agrees to permit the association of Allottee(s) and/or maintenance agency to enter into the Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

#### **15. Usage**

**Use of Basement and Service Areas:** The basement(s) and service areas, if any, as located within the

\_\_\_\_\_ (project name), shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, 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(s) shall, after taking possession, be solely responsible to maintain the Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment, 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 and keep the Apartment, 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) 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) 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) shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the Building. The Allottee(s) shall also not remove any wall, including the outer and load bearing wall of the Apartment. The Allottee(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) and/or maintenance agency appointed by association of Allottee(s). The Allottee(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(S)**

The Allottee(s) is entering into this Agreement for the allotment of a Apartment 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) 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, all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the Apartment 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 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) who has taken or agreed to take such Apartment.

**20. APARTMENT OWNERSHIP ACT**

The Promoter has assured the Allottee(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) by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee(s) until, firstly, the Allottee(s) signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee(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) 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) for rectifying the default, which if not rectified within 30(thirty) days from the date of its receipt by the Allottee(s), application of the Allottee(s) shall be treated as cancelled and all sums deposited by the Allottee(s) in connection therewith including the booking amount shall be returned to the Allottee(s) without any interest or compensation whatsoever.

## **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(S) / SUBSEQUENT ALLOTTEE(S)**

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) of the Apartment, in case of a transfer, as the said obligations go along with the Apartment 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) 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) that exercise of discretion by the Promoter in the case of one Allottee(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).

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(s) 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 bears to the total carpet area of all the Apartments 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), in Kolkata after the Agreement is duly executed by the Allottee(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 Kolkata.

## 30. NOTICES

30.1 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 :-

### ALLOTTEES:

Name :  
Address :

### PROMOTER:

Name : **GITANJALI ENTERPRISE**  
Address : **9A, N.G. Basak Road, Post Office – Mall Road,  
Police Station – Dum Dum, Kolkata – 700 080**

30.2 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 maybe.

### **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 be considered 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 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.

*[The other terms and conditions are as per the contractual understanding between the parties; however, the additional terms and conditions are not inderogation of or inconsistent with the terms and conditions set out above or the Act and the Rules and Regulations made there under].*

### **34. Savings**

Any application letter, allotment letter, agreement, or any other document signed by the Allottee in respect of the Apartment/Unit, as the case may be, prior to the execution and registration of this Agreement for such Apartment/Unit, as the

case may be, shall not be construed to limit the rights and interests of the Allottee under this Agreement or under the Act or the Rules or the Regulations made thereunder.

That the rights and obligations of the Parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act and the Rules and Regulations made thereunder including other Applicable Laws for the time being in force.

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.

This Agreement has been prepared in accordance with the provisions of the Act and the Rules. In the event of any inconsistency between the Agreement and the Act or the Rules framed thereunder, the provisions of the Act and the Rules shall prevail to the extent of any inconsistency and the Promoter shall be entitled to replace/amend the conflicting clause with such clause as may be required to avoid the inconsistency.

### **FIRST SCHEDULE OF THE PROPERTY**

**ALL THAT** piece or parcel of land measuring an area of **63.48 Decimals** equivalent to 38 Cottahs 07 Chittacks 14 Sq.ft. be the same a little more or less out of total 1.27 Acre comprised in C.S. Dag No. 651, corresponding to R.S. & L.R. Dag No. 437 under C.S. Khatian No. 103, L.R. Khatian No. 252, 3288 now 3782 & 3995, lying and situated at Mouza - Kalikapur, J.L. No. 40, R.S. No. 141, at present Touzi No. 10, Police Station - Rajarhat, Kolkata – 700 135, within the local limits of Patharghata Gram Panchayat, under the jurisdiction of Addl. District Sub-Registrar Office Rajarhat, New Town, in the District of North 24 Parganas.

<b><u>R.S. &amp; L.R. DAG NO.</u></b>	<b><u>L.R. KHATIAN</u></b>	<b><u>AREA</u></b>
<b>437</b>	<b>3782</b>	<b>33.00</b>
		<b>Decimal</b>
<b>437</b>	<b>3995</b>	<b>30.48</b>
		<b>Decimal</b>
		<b>63.48</b>
		<b>Decimal</b>

**The property is butted and bounded as follows: -**

ON THE NORTH : R.S. & L.R. Dag No. 439, 440, 441.  
 ON THE SOUTH : R.S. & L.R. Dag No. 434, 437(P)  
 ON THE EAST : Land of R.S. & L.R. Dag No. 425.  
 ON THE WEST : R.S. & L.R. Dag No. 438, 437(P)

## **SECOND SCHEDULE OF THE PROPERTY**

ALL THAT **Residential Flat No. ....** (**..... side**), on the Floor,  
measuring  
carpet area ..... **Sq.ft.** and super built up area ..... **Sq.ft; more or less**  
and consisting of  
.....Bed Rooms, **ONE** Living-cum-dining space, **ONE** Kitchen, **TWO** Toilets,  
**ONE** Balcony, with  
undivided proportionate share of land and common areas and facilities connected  
herewith in the First Schedule hereto. The floor of the flat is finished by Vitrified Tiles.

## **THIRD SCHEDULE** **(Payment Plan)**

The Total Price of the Apartment is **Rs...../-**  
**(Rupees**  
**.....only)** (“**Total Price**”). The breakup and description  
of the Total  
Price is as follows :-

Total Price of Apartment		
Apartment No.     :		Type     :
		Floor     :
Cost of Apartment		Rs:
Other Charges		
G.S.T		Rs:
Common Area Maintenance Charges		
Total Common Area Maintenance Charges :		Rs:            .00
Rs. .... [ ..... ] /sq/ft/month		
SL. NO	PAYMENT EVENT	APARTMENT
1.	On Execution of this Agreement	Rs.
2.	Within 15 <sup>th</sup> June 2024	Rs.
3.	After obtaining Occupancy Certificate from Patharghata Gram Panchayat	Rs.

## **SPECIFICATION**

### **1) STRUCTURE :-**

R.C.C. framed structure as per municipal approved design with ISI branded steel and Durgapur / Reshmi / UltraTech / Konark cement , full coarse sand, 5/8 or 3/4 stone chips, 1<sup>st</sup> class bricks use for making building, ceiling height of Flat 9.5' ft from floor level with 4" inch RCC dhalai.

### **2) BRICK WALL :-**

Outside main wall will be 8" thick except on cantilever. On cantilever, wall will be 5" thick. All partition wall will be 5" thick with 1<sup>st</sup> class bricks.

### **3) FLOORING :-**

All floor of Bed Rooms, Dining, Drawing, verandah and Kitchen, Toilet will be marble/vitrified tiles finish. Height of Skirting will be 6" from floor level of same specification.

### **4) KITCHEN/DINNING :-**

Kitchen Tabletop will be made of 2' wide Black Stone with Granite Finished. Ceramic tiles will be fitted on back side wall of table and sink upto a height of roof top level and One No. sink (size 23/18inch) and One nos. bib cock will also provided. One no. exhaust fan Point/Chimney point out of 7" dia and one no. Basin in stander size in dining hall will be provided.

### **5) DOORS & WINDOWS :-**

- (a) All Door frame will be made of Sal wood. Flush door shutter with suitable fittings for all doors. Polydoor and frames will be provided in both toilets.
- (b) All windows will be made with aluminum powder coating with open fully glass and outside will covered grill at 15' inch slap distance.

### **6) WATER SUPPLY :-**

All internal water pipe line will be concealed Branded CPBC of required dia of approved brand and separated from roof level for each floor, and separated water Valve or Key be provide in each flat in suitable possession.

Outside water pipe line will be surface P.V.C.

Municipal Water line with reservoir on the GROUND Floor under the stair and

**1) SANITARY :-**

All fittings of Cistern European Commode etc. will be provided of approved ISI Brand. For waste- water line P.V.C. pipe will be provided. For rain water line, P.V.C. Pipe will be provided. All porcelain fittings should "REPUTED" brand. and also provide hot and cool water line.

**2) ELECTRIC :-**

All electric line will be concealed with BRANDED wire and BRANDED switch will be provided. At Bed Room Two nos. light points, One No. Fan point and One No. 5 Amp. plug point in each Bedrooms, Two nos. light points, One no. fan point and One Nos. 15 Amp. Plug point will be provided in drawing-cum-dining room. In each toilet & kitchen one no. light point and one no. exhaust fan point will be provided. In kitchen One no.15 Amp. and Three No. 5 Amp Plug point (1. Chimney Point, 1. Mixer Point, 1. Induction Point) will also be provided. Two no. light point, One No. Aqua guard point on the top of Sink, One no. Calling bell point will also be provided outside the main door. One no. light point and one no. 5 amp plug point will also at Verandah. (Cable) line will also provide. One A.C. Point in any one Bed Room and One Geyser point in Common Toilet. All switched will provided in modular branded company. One No. of Fridge Point and One No. of Washing Machine point will be provided.

**3) PAINTING & FINISHING :-**

Outside wall will be Putty finished, Primer finished, and painted with Exterior Nerolac Colour Paint. The Colour Paint will be selected by mutually settled between the Promoter and the Owner.

All internal wall surfaces will be finished by Putty white finish.

**4) ELEVATOR :-**

One no. lift (caring capacity 5 Persons) should be provided.

- **If any Extra works done by the Owner then they have to pay for the same.**

**IN WITNESSETH WHEREOF'** the Parties have hereunto set and subscribed their respective hands and seals on the day, month and year first above written.

Sub Marshal Pump will be fitted with overhead Tank



SIGNED SEALED AND DELIVERED

At Kolkata in presence of: -

1.

**GITANJALI ENTERPRISE**

**Partn**

**er GITANJALI  
ENTERPRISE**

**Partn**

**er GITANJALI  
ENTERPRISE**

**Partn**

**er** As constituted attorney of  
Profeeto Realtors Private Limited.

\_\_\_\_\_  
**SIGNATURE OF THE VENDOR  
GITANJALI ENTERPRISE**

**Partn**

**er GITANJALI  
ENTERPRISE**

**Partn**

**er GITANJALI  
ENTERPRISE**

**Partner**

\_\_\_\_\_  
**SIGNATURE OF THE  
PROMOTER**

\_\_\_\_\_  
**SIGNATURE OF THE  
ALLOTTEE(S)**

**Drafted by: -**

**MR. ARUN KUMAR BHAUMIK (Advocate),**  
Calcutta High Court, Reg. No. WB-  
905/1983, 63/21, Dum Dum Road, Surer  
Math,  
P.O. – Motijheel, P.S. – Dum Dum,

Kolkata – 700 074, Phone No.  
9830038790, e-mail ID –  
arun\_bhounik@yahoo.com

### **MEMO OF CONSIDERATION**

**RECEIVED** from the within named **Allottee(s)** the sum of **Rs .....00**  
**(Rupees**

**..... only)** as detailed herein below for proposed sale of the said Flat  
at "**APONJON HOUSING COMPLEX**".

Pay Date	Mode	Instrument No	Bank	Branch	Amount
					Rs. .00
					Rs. .00
<b>Total</b>					Rs. .00

**(Rupees**

**only)**

SIGNED, SEALED AND  
DELIVERED BY THE PARTIES  
AT KOLKATA  
IN THE  
PRESENCE OF:

1)

2)

**GITANJALI ENTERPRISE**

**Partn**  
**er GITANJALI**  
**ENTERPRISE**

**Partn**  
**er GITANJALI**  
**ENTERPRISE**

**Partner**

\_\_\_\_\_  
SIGNATURE OF THE  
PROMOTE

