

Agreement to Sale

This Agreement for Sale ("Agreement") executed on this __ (Date) day of ____
(Month), 2026,

By and Between

Mr. / Ms. ***Intekhab Alam***, (Aadhar no. 4181 7075 6437) son of Mahboob Alam, aged about __, residing at Premises No. 2, Ganesh Ghosh Lane, Post Office- Tiljala, Police Station- Tiljala, District- South 24 Parganas, Kolkata- 700 039, (PAN ATRPA3032E), hereinafter called the “**Promoter**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns).

AND

[If the Allottee is a company]

_____, (CIN no. __) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at _____, (PAN _____), represented by its authorized signatory, _____, (Aadhar no. _____) duly authorized vide board resolution dated _____, hereinafter referred to as the “Allottee” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns).

[OR]

[If the Allottee is a Partnership]

_____, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at _____, (PAN _____), represented by its authorized partner, _____, (Aadhar no. _____) authorized vide _____, hereinafter referred to as the “Allottee” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns).

[OR]

[If the Allottee is an Individual]

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

[OR]

[If the Allottee is a HUF]

Mr. _____, (Aadhar no. _____) son of _____ aged about ____ for self and as the Karta of the Hindu Joint Mitakshara Family known as _____ HUF, having its place of business / residence at _____, (PAN _____), hereinafter referred to as the “Allottee” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns).

[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 Smt. Rama Ghosh, wife of Sri Basanta Kumar Ghosh, as the sole and absolute owner as 'Raiyati Stithiban', seized and possessed of or otherwise well and sufficiently entitled to ALL THAT piece and parcel of land measuring about 28 Decimals equivalent to 16 (Sixteen) Cotthas and 15 (Fifteen) Chittaks, be the same a little more or less, lying and situate at the, the then District- 24 Parganas, within the jurisdiction of the, the then Police Station- Sadar Tollygunge, Sub-Registration Office Sealdah, within the limits of Pargana Calcutta Mahal Madanmalla (Haltu), Mouza- Goalpara (Naskarhat), Touzi No. 145, C.S. Khatian No. 7/1, C.S. Dag No. 263, hereinafter called and referred to as the 'said total Property', by way of a registered Deed of Conveyance, in Bengali vernacular, dated 22nd July, 1947, registered at the Office of the District Sub-Registrar at Alipore, registered in Book no. I, Volume No. 38, Pages from 222 to 225, Being no. 2076 for the Year 1947, from the erstwhile owner thereof namely Sri Upendra Nath alias Upendra Nath Sadhukhan Son of Late Narayan Chandra Sadhukhan.

AND WHEREAS said Smt. Rama Ghosh, wife of Sri Basanta Kumar Ghosh being seized and possessed of or otherwise well and sufficiently entitled to the said total property, being ALL THAT piece and parcel of land measuring about 28 Decimals equivalent to 16 (Sixteen) Cotthas and 15 (Fifteen) Chittaks, be the same a little more or less, lying and situate at the, the then District- 24 Parganas, within the jurisdiction of the, the then Police Station- Sadar Tollygunge, Sub-Registration Office Sealdah, within the limits of Pargana Calcutta Mahal Madanmalla (Haltu), Mouza- Goalpara (Naskarhat), Touzi No. 145, C.S. Khatian No. 7/1, C.S. Dag No. 263, sold transferred and alienated the said total property, in favour of one Baidyanath Ghosh Son of Atul Chandra Ghosh, by way of a registered Deed of Conveyance, in Bengali vernacular, dated 01st August, 1967, registered at the Office of the Sub-registrar at Alipore, registered in Book No. I, Volume No. 113, Pages from 73 to 78, Being Deed No. 5730 for the Year 1967, for a lawful consideration morefully contained therein.

AND WHEREAS said Baidyanath Ghosh Son of Atul Chandra Ghosh, by way of the said Deed of Conveyance, in Bengali vernacular, dated 01st August, 1967, Being Deed No. 5730 for the Year 1967, became the sole and absolute owner of ALL THAT piece and parcel of land measuring about 28 Decimals equivalent to 16 (Sixteen) Cotthas and 15 (Fifteen) Chittaks, be the same a little more or less, lying and situate at the, the then District- 24 Parganas, within the jurisdiction of the, the then Police Station- Sadar Tollygunge, Sub-Registration Office Sealdah, within the limits of Pargana Calcutta Mahal Madanmalla (Haltu), Mouza- Goalpara (Naskarhat), Touzi No. 145, C.S. Khatian No. 7/1, C.S. Dag No. 263, being the said total property.

AND WHEREAS being seized and possessed of or otherwise well and sufficiently entitled to the said total property, said Baidyanath Ghosh Son of Atul Chandra Ghosh, instated a title suit for recovery of possession being Title Suit No. 36 of 1968 before the Court of the Learned 3rd Subordinate Judge at Alipore, against one Ramani Mohan Ghosh, whereby the said title suit for recovery of possession being Title Suit No. 36 of 1968 was decreed in favour of said Baidyanath Ghosh Son of Atul Chandra Ghosh, by a Decree dated 30th July, 1970 passed by the Learned 3rd Subordinate Judge at Alipore in the said Title Suit.

AND WHEREAS said Ramani Mohan Ghosh being aggrieved by the said Decree dated 30th July, 1970 passed by the Learned 3rd Subordinate Judge at Alipore in the said Title Suit No. 36 of 1968, preferred an Appeal being Appeal No. 1217 of 1970 before the Court of the Learned Additional District Judge, Alipore, wherein the said Learned Additional District Judge, Alipore passed an Order dated 13th November, 1972 in the said Appeal No. 1217 of 1970, confirming the Decree passed by the 3rd Subordinate Judge at Alipore dated 30th July, 1970 in the said Title Suit No. 36 of 1968.

AND WHEREAS said Ramani Mohan Ghosh further being aggrieved by the said Order dated 13th November, 1972 passed by the Learned Additional District Judge, Alipore in the said Appeal No. 1217 of 1970, preferred a Second Appeal being S.A.T No. 2534 of 1972 before the Hon'ble High Court at Calcutta.

AND WHEREAS during the pendency of the said Second Appeal being S.A.T No. 2534 of 1972 before the Hon'ble High Court at Calcutta, said Ramani Mohan Ghosh died intestate, and eventually the said Second Appeal was dismissed.

AND WHEREAS thus, said Baidyanath Ghosh Son of Atul Chandra Ghosh, remained the sole and absolute owners and seized and possessed of or otherwise well and sufficiently entitled to the said total property, in free from all encumbrances, liens, lispendences and charges, of whatsoever nature may be.

AND WHEREAS thereafter said Baidyanath Ghosh Son of Atul Chandra Ghosh recorded and mutated his name in the Records of Rights of the Revisional Settlement being ALL THAT piece and parcel of land measuring about 28 Decimals equivalent to 16 (Sixteen) Cotthas and 15 (Fifteen) Chittaks, be the same a little more or less, lying and situate at the District- South 24 Parganas, within the jurisdiction of Police Station- Tiljala (Previously Sadar Tollygunge Police Station thereafter Jadavpur Police Station), Sub-Registration Office Alipore, within the limits of Pargana Calcutta, Mouza- Naskarhat, J.L. No. 11, Alipore Collectorate Touzi No. 145, Re.Sa. No. 151, R.S. Khatian No. 751, R.S. Dag No. 263 being the said total Property.

AND WHEREAS said Baidyanath Ghosh Son of Atul Chandra Ghosh, during his lifetime, being seized and possessed of otherwise well and sufficiently entitled to the said total Property, sold, transferred and alienated a divided and demarcated Plot of Land out of the said total Property being ALL THAT piece and parcel of Land measuring about 07 (Seven) Cotthas, 04 (Four) Chittaks and 04 (Four) sq.ft., be the same a little more or less out of the total 28 Decimals equivalent to 16 (Sixteen) Cotthas and 15 (Fifteen) Chittaks, be the same a little more or less, lying and situate at the District- South 24 Parganas, within the jurisdiction of Police Station- Tiljala (Previously Sadar Tollygunge Police Station, thereafter Jadavpur Police Station), Sub-Registration Office Alipore, within the limits of Pargana Calcutta, Mouza- Naskarhat, J.L. No. 11, Alipore Collectorate Touzi No. 145, Re.Sa. No. 151, R.S. Khatian No. 751, R.S. Dag No. 263, in favour of one Pradip Kumar Sarkar alias Badal Sarkar, Son of Haripada Sarkar, by way of a registered Deed of Conveyance, in Bengali vernacular, dated 30th September, 1981, registered at the Office of the District Sub-Registrar at Alipore, registered in Book no. I, Volume No. 120, Pages from 225 to , Being no. 4916 for the Year 1981, for a consideration amount morefully mentioned therein.

AND WHEREAS subsequently thereafter, said Baidyanath Ghosh Son of Atul Chandra Ghosh, during his lifetime, being seized and possessed of otherwise well and sufficiently entitled to the said remaining portion out of the total Property, sold, transferred and alienated another divided and demarcated Plot of Land out of the said remaining total Property being ALL THAT piece and parcel of Land measuring about 04 (Four) Cotthas and 12 (Twelve) Chittaks, be the same a little more or less out of the total 28 Decimals equivalent to 16 (Sixteen) Cotthas and 15 (Fifteen) Chittaks, be the same a little more or less, lying and situate at the District- South 24 Parganas, within the jurisdiction of Police Station- Tiljala (Previously Sadar Tollygunge Police Station, thereafter Jadavpur Police Station), Sub-Registration Office Alipore, within the limits of Pargana Calcutta, Mouza-Naskarhat, J.L. No. 11, Alipore Collectorate Touzi No. 145, Re.Sa. No. 151, R.S. Khatian No. 751, R.S. Dag No. 263, in favour of one Anima Sarkar, by way of a registered Deed of Conveyance, in Bengali vernacular, dated 04th November, 1981, registered at the Office of the District Sub-Registrar at Alipore, registered in Book no. I, Volume No. 135, Pages from 193 to , Being no. 5229 for the Year 1981, for a consideration amount morefully mentioned therein.

AND WHEREAS said, Pradip Kumar Sarkar alias Badal Sarkar being seized and possessed of or otherwise well and sufficiently entitled to the divided and demarcated Plot of Land out of the said total Property being ALL THAT piece and parcel of Land measuring about 07 (Seven) Cotthas, 04 (Four) Chittaks and 04 (Four) sq.ft., be the same a little more or less out of the total 28 Decimals equivalent to 16 (Sixteen) Cotthas and 15 (Fifteen) Chittaks, be the same a little more or less, lying and situate at the District- South 24 Parganas, within the jurisdiction of Police Station- Tiljala (Previously Sadar Tollygunge Police Station, thereafter Jadavpur Police Station), Sub-Registration Office Alipore, within the limits of Pargana Calcutta, Mouza- Naskarhat, J.L. No. 11, Alipore Collectorate Touzi No. 145, Re.Sa. No. 151, R.S. Khatian No. 751, R.S. Dag No. 263, as the sole and absolute owner thereof, during his lifetime sold, transferred and alienated a portion of the said Plot measuring about 03 (Three) Cotthas be the same a little more or less out of his said 07 (Seven) Cotthas, 04 (Four) Chittaks and 04 (Four) sq.ft.

AND WHEREAS thus, said Pradip Kumar Sarkar alias Badal Sarkar, remained seized and possessed of or otherwise well and sufficiently entitled to the divided and demarcated Plot of Land out of the said total Property being ALL THAT piece and parcel of Land measuring about 04 (Four) Cotthas, 04 (Four) Chittaks and 04 (Four) sq.ft., be the same a little more or less, lying and situate at the District-South 24 Parganas, within the jurisdiction of Police Station- Tiljala (Previously Sadar Tollygunge Police Station, thereafter Jadavpur Police Station), Sub-Registration Office Alipore, within the limits of Pargana Calcutta, Mouza-Naskarhat, J.L. No. 11, Alipore Collectorate Touzi No. 145, Re.Sa. No. 151, R.S. Khatian No. 751, R.S. Dag No. 263.

AND WHEREAS said Pradip Kumar Sarkar alias Badal Sarkar being seized and possessed of or otherwise well and sufficiently entitled to the divided and demarcated Plot Land out of the said total Property being ALL THAT piece and parcel of Land measuring about 04 (Four) Cotthas, 04 (Four) Chittaks and 04 (Four) sq.ft., be the same a little more or less, lying and situate at the District-South 24 Parganas, within the jurisdiction of Police Station- Tiljala (Previously Sadar Tollygunge Police Station, thereafter Jadavpur Police Station), Sub-Registration Office Alipore, within the limits of Pargana Calcutta, Mouza-Naskarhat, J.L. No. 11, Alipore Collectorate Touzi No. 145, Re.Sa. No. 151, R.S. Khatian No. 751, R.S. Dag No. 263 , died intestate on 23rd July, 1999, leaving

behind him his widow namely Smt. Anima Sarkar and only Daughter namely Smt. Mrinmoyee Sarkar, to inherit his estate as per and according to the Hindu Succession Act, 1956.

AND WHEREAS thus, said Smt. Anima Sarkar and Smt. Mrinmoyee Sarkar, as per inheritance under the Hindu Succession Act, 1956, inherited the said estate of Late Pradip Kumar Sarkar alias Badal Sarkar, being a divided and demarcated Plot of Land out of the said total Property being ALL THAT piece and parcel of Land measuring about 04 (Four) Cotthas, 04 (Four) Chittaks and 04 (Four) sq.ft., be the same a little more or less out of the total 28 Decimals equivalent to 16 (Sixteen) Cotthas and 15 (Fifteen) Chittaks, be the same a little more or less, lying and situate at the District- South 24 Parganas, within the jurisdiction of Police Station- Tiljala (Previously Sadar Tollygunge Police Station, thereafter Jadavpur Police Station), Sub-Registration Office Alipore, within the limits of Pargana Calcutta, Mouza- Naskarhat, J.L. No. 11, Alipore Collectorate Touzi No. 145, Re.Sa. No. 151, R.S. Khatian No. 751, R.S. Dag No. 263, in equal shares.

AND WHEREAS as such, said Anima Sarkar became the joint owner having undivided share of the estate of Late Pradip Kumar Sarkar alias Badal Sarkar being undivided 50% share in the divided and demarcated Plot of Land out of the said total Property being ALL THAT piece and parcel of Land measuring about undivided 02 (Two) Cotthas, 02 (Two) Chittaks and 02 (Two) sq.ft. be the same a little more or less out of said remaining 04 (Four) Cotthas, 04 (Four) Chittaks and 04 (Four) sq.ft., be the same a little more or less lying and situate at the District-South 24 Parganas, within the jurisdiction of Police Station- Tiljala (Previously Sadar Tollygunge Police Station, thereafter Jadavpur Police Station), Sub-Registration Office Alipore, within the limits of Pargana Calcutta, Mouza-Naskarhat, J.L. No. 11, Alipore Collectorate Touzi No. 145, Re.Sa. No. 151, R.S. Khatian No. 751, R.S. Dag No. 263.

AND WHEREAS said Smt. Mrinmoyee Sarkar became the joint owner having undivided share of the estate of Late Pradip Kumar Sarkar alias Badal Sarkar being undivided 50% share in the divided and demarcated Plot of Land out of the said total Property being ALL THAT piece and parcel of Land measuring about undivided 02 (Two) Cotthas, 02 (Two) Chittaks and 02 (Two) sq.ft., be the same a little more or less out of said remaining 04 (Four) Cotthas, 04 (Four) Chittaks and 04 (Four) sq.ft., be the same a little more or less, lying and situate at the District-South 24 Parganas, within the jurisdiction of Police Station- Tiljala (Previously Sadar Tollygunge Police Station, thereafter Jadavpur Police Station), Sub-Registration Office Alipore, within the limits of Pargana Calcutta, Mouza-Naskarhat, J.L. No. 11, Alipore Collectorate Touzi No. 145, Re.Sa. No. 151, R.S. Khatian No. 751, R.S. Dag No. 263.

AND WHEREAS said Anima Sarkar in the manner as recited hereinabove, became the owner of Plot of Land being ALL THAT total piece and parcel of Land measuring about 06 (Six) Cotthas, 14 (Fourteen) Chittaks and 02 (Two) sq.ft., {04 (Four) Cotthas and 12 (Twelve) Chittaks, by Purchase and 02 (Two) Cotthas, 02 (Two) Chittaks and 02 (Two) sq.ft. by Inheritance} be the same a little more or less out of the total 28 Decimals equivalent to 16 (Sixteen) Cotthas and 15 (Fifteen) Chittaks, be the same a little more or less, lying and situate at the District- South 24 Parganas, within the jurisdiction of Police Station- Tiljala (Previously Sadar Tollygunge Police Station, thereafter Jadavpur Police Station), Sub-Registration Office Alipore, within the limits of Pargana Calcutta, Mouza- Naskarhat, J.L. No. 11, Alipore Collectorate Touzi No. 145, Re.Sa. No. 151, R.S. Khatian No. 751, R.S. Dag No. 263.

AND WHEREAS thereafter the said Anima Sarkar being the sole and absolute owner of the divided and demarcated Plot of Land out of the said remaining total Property being ALL THAT piece and parcel of Land measuring about 04 (Four) Cotthas and 12 (Twelve) Chittaks, be the same a little more or less out of the total 28 Decimals equivalent to 16 (Sixteen) Cotthas and 15 (Fifteen) Chittaks, be the same a little more or less, lying and situate at the District- South 24 Parganas, within the jurisdiction of Police Station- Tiljala (Previously Sadar Tollygunge Police Station, thereafter Jadavpur Police Station), Sub-Registration Office Alipore, within the limits of Pargana Calcutta, Mouza- Naskarhat, J.L. No. 11, Alipore Collectorate Touzi No. 145, Re.Sa. No. 151, R.S. Khatian No. 751, R.S. Dag No. 266 mutated her name in the records of the Block Land and Land Reforms Office Kolkata in L.R. Dag No. 266 under L.R. Khatian No. 1078 within the limits of Mouza- Laskarhat, J.L. No. 11, Block- Kolkata under the classification- 'Doba'.

AND WHEREAS thereafter the said Smt. Anima Sarkar further being the joint owner of the 50% undivided share in the divided and demarcated Plot being ALL THAT undivided 50% share in the divided and demarcated Plot of Land out of the said total Property being ALL THAT piece and parcel of Land measuring about undivided 02 (Two) Cotthas, 02 (Two) Chittaks and and 02 (Two) sq.ft., be the same a little more or less out of said 04 (Four) Cotthas, 04 (Four) Chittaks and 04 (Four) sq.ft., be the same a little, lying and situate at the District- South 24 Parganas, within the jurisdiction of Police Station- Tiljala (Previously Sadar Tollygunge Police Station, thereafter Jadavpur Police Station), Sub-Registration Office Alipore, within the limits of Pargana Calcutta, Mouza- Naskarhat, J.L. No. 11, Alipore Collectorate Touzi No. 145, Re.Sa. No. 151, R.S. Khatian No. 751, R.S. Dag No. 263 mutated her name in the records of the Block Land and Land Reforms Office Kolkata in L.R. Dag No. 263 under L.R. Khatian No. 1078 within the limits of Mouza- Laskarhat, J.L. No. 11, Block- Kolkata.

AND WHEREAS said Smt. Mrinmoyee Sarkar in the manner as recited hereinabove, became the owner of Plot of Land being ALL THAT total piece and parcel of Land measuring about 02 (Two) Cotthas, 02 (Two) Chittaks and 02 (Two) sq.ft., be the same a little more or less out of the total 28 Decimals equivalent to 16 (Sixteen) Cotthas and 15 (Fifteen) Chittaks, be the same a little more or less, lying and situate at the District- South 24 Parganas, within the jurisdiction of Police Station- Tiljala (Previously Sadar Tollygunge Police Station, thereafter Jadavpur Police Station), Sub-Registration Office Alipore, within the limits of Pargana Calcutta, Mouza- Naskarhat, J.L. No. 11, Alipore Collectorate Touzi No. 145, Re.Sa. No. 151, R.S. Khatian No. 751, R.S. Dag No. 263.

AND WHEREAS said by way of registered Declarations being (1) Registered in Book No. I, Volume No. 67, Pages from 181 to 186, Being No. 2841 for the Year 2002 said Smt. Anima Sarkar and Smt. Mrinmoyee Sarkar jointly, declared and finalized that the said Property is actually measuring about 07 (Seven) Cotthas, 04 (Four) Chittaks and 04 (Four) sq.ft., be the same a little, lying and situate at the District- South 24 Parganas, within the jurisdiction of Police Station- Tiljala (Previously Sadar Tollygunge Police Station, thereafter Jadavpur Police Station), Sub-Registration Office Alipore, within the limits of Pargana Calcutta, Mouza- Naskarhat, J.L. No. 11, Alipore Collectorate Touzi No. 145, Re.Sa. No. 151, R.S. Khatian No. 751 (R.S. Khatian No. 151), R.S. Dag No. 263 mutated her name in the records of the Block Land and Land Reforms Office Kolkata in L.R. Dag No. 263 under L.R. Khatian No. 1079 within the limits of Mouza- Laskarhat, J.L. No. 11, Block- Kolkata.

AND WHEREAS thereafter, said Smt. Anima Sarkar and Smt. Mrinmoyee Sarkar jointly further entered into a registered Declaration registered at the Office of the District Sub-Registrar-III, Alipore, South 24 Parganas, registered in Book No. I, Volume No. 13, Pages from 932 to 939, Being No. 160303868 for the Year 2006 confirming the said area for the Kolkata Municipal Corporation.

AND WHEREAS thereafter the said Smt. Mrinmoyee Sarkar further being the joint owner of the 50% undivided share in the divided and demarcated Plot being ALL THAT undivided 50% share in the divided and demarcated Plot of Land out of the said total Property being ALL THAT piece and parcel of Land measuring about undivided 02 (Two) Cotthas, 02 (Two) Chittaks and 02 (Two) sq.ft., be the same a little more or less out of said 07 (Seven) Cotthas, 04 (Four) Chittaks and 04 (Four) sq.ft., be the same a little, lying and situate at the District- South 24 Parganas, within the jurisdiction of Police Station- Tiljala (Previously Sadar Tollygunge Police Station, thereafter Jadavpur Police Station), Sub-Registration Office Alipore, within the limits of Pargana Calcutta, Mouza- Naskarhat, J.L. No. 11, Alipore Collectorate Touzi No. 145, Re.Sa. No. 151, R.S. Khatian No. 751 (R.S. Khatian No. 151), R.S. Dag No. 263 mutated her name in the records of the Block Land and Land Reforms Office Kolkata in L.R. Dag No. 263 under L.R. Khatian No. 1079 within the limits of Mouza- Laskarhat, J.L. No. 11, Block- Kolkata.

AND WHEREAS thereafter said Smt. Anima Sarkar made an application dated 11th March, 2023 for conversion of the:

(1) Plot under classification of the said 'Doba' measuring about 04 (Four) Cotthas and 12 (Twelve) Chittaks, be the same a little more or less recorded in the Block Land and Land Reforms Office Kolkata in L.R. Dag No. 266 under L.R. Khatian No. 1078 within the limits of Mouza- Laskarhat, J.L. No. 11, Block- Kolkata under the classification- 'Doba' to classification 'Bastu'. AND

(2) Plot under classification 'Pukur' measuring about undivided 02 (Two) Cotthas, 02 (Two) Chittaks and and 02 (Two) sq.ft., be the same a little more or less recorded in the Block Land and Land Reforms Office Kolkata in L.R. Dag No. 263 under L.R. Khatian No. 1078 within the limits of Mouza- Laskarhat, J.L. No. 11, Block- Kolkata under the classification- 'Pukur' to classification 'Bastu'.

AND WHEREAS thereafter the Additional District Magistrate and District Land and Land Reforms Officer, South 24 Parganas, by an order being Memo No. 51A(C)/169/5878/P/24 dated 10th December, 2024, under the Rule 166(II) of W.B.L & L.R. Manual, the classification of 'Pukur':

Plot measuring about 04 (Four) Cotthas and 12 (Twelve) Chittaks, be the same a little more or less recorded in the Block Land and Land Reforms Office Kolkata in L.R. Dag No. 266 under L.R. Khatian No. 1078 within the limits of Mouza- Laskarhat, J.L. No. 11, Block- Kolkata, is converted to 'Bastu'. AND

Plot measuring about undivided 02 (Two) Cotthas, 02 (Two) Chittaks and and 02 (Two) sq.ft., be the same a little more or less recorded in the Block Land and Land Reforms Office Kolkata in L.R. Dag No. 263 under L.R. Khatian No. 1078 within the limits of Mouza- Laskarhat, J.L. No. 11, Block- Kolkata, is converted to 'Bastu'.

Pertinent to mention herein that further by the said order the Additional District Magistrate and District Land and Land Reforms Officer, South 24 Parganas further directed to correct the Record of Rights under Section 51A (4) of the WBLR Act, 1955.

AND WHEREAS thereafter said Smt. Mrinmoyee Sarkar made an application

dated 11th March, 2023 for conversion of the Plot measuring about undivided 02 (Two) Cotthas, 02 (Two) Chittaks and and 02 (Two) sq.ft., be the same a little more or less recorded in the Block Land and Land Reforms Office Kolkata in L.R. Dag No. 263 under L.R. Khatian No. 1078 within the limits of Mouza- Laskarhat, J.L. No. 11, Block- Kolkata under the classification- 'Pukur' to classification 'Bastu'.

AND WHEREAS thereafter the Additional District Magistrate and District Land and Land Reforms Officer, South 24 Parganas, by an order being Memo No. 51A(C)/169/5879/P/24 dated 10th December, 2024, under the Rule 166(II) of W.B.L & L.R. Manual, the classification of Plot measuring about undivided 02 (Two) Cotthas, 02 (Two) Chittaks and and 02 (Two) sq.ft., be the same a little more or less recorded in the Block Land and Land Reforms Office Kolkata in L.R. Dag No. 263 under L.R. Khatian No. 1079 within the limits of Mouza- Laskarhat, J.L. No. 11, Block- Kolkata, is converted to 'Bastu'.

Pertinent to mention herein that further by the said order the Additional District Magistrate and District Land and Land Reforms Officer, South 24 Parganas further directed to correct the Record of Rights under Section 51A (4) of the WBLR Act, 1955.

AND WHEREAS thus, said Smt. Anima Sarkar and Smt. Mrinmoyee Sarkar, in the manner as recited herein above, became the absolute joint owners, having respective shares therein, of ALL THAT plot of, by classification 'Bastu' Land total measuring 09 (Nine) Cotthas and 04 (Four) sq.ft., be the same a little more or less, lying and situate at Mouza- Laskarhat, J.L. No. 11, Block- Kolkata, in L.R. Dag No. 263 (R.S. Dag No. 263) and L.R. Dag No. 266 (R.S. Dag No. 266), under L.R. Khatian No. 1078 (R.S. Khatian No. 751) and L.R. Khatian No. 1079 (R.S. Khatian No. 151), within the jurisdiction of Police Station- Tiljala (Presently Kasba Police Station), in the District- 24 Pargans (South).

AND WHEREAS presently due to the expansion of the limits and jurisdiction of the Kolkata Municipal Corporation the said Property being ALL THAT plot of, by classification 'Bastu' Land total measuring 09 (Nine) cotthas and 04 (Four) sq.ft., be the same a little more or less, lying and situate at Mouza- Laskarhat, J.L. No. 11, Block- Kolkata, in L.R. Dag No. 263 (R.S. Dag No. 263) and L.R. Dag No. 266 (R.S. Dag No. 266), under L.R. Khatian No. 1078 (R.S. Khatian No. 751) and L.R. Khatian No. 1079 (R.S. Khatian No. 151), within the jurisdiction of Police Station- Tiljala (Presently Kasba Police Station), in the District- 24 Pargans (South), came within the jurisdiction of the Kolkata Municipal Corporation as such, came to be known as and numbered as Premises No. 1878, Laskarhat, within the limits of Ward No. 107 of the Kolkata Municipal Corporation.

AND WHEREAS said Smt. Anima Sarkar and Smt. Mrinmoyee Sarkar, as the absolute joint owners, having respective shares, in the said Property being ALL THAT plot of, by classification 'Bastu' Land total measuring 09 (Nine) cotthas and 04 (Four) sq.ft., be the same a little more or less, lying and situate at and being Premises No. 1878, Laskarhat, within the limits of Ward No. 107 of the Kolkata Municipal Corporation, comprised in Mouza- Laskarhat, J.L. No. 11, Block- Kolkata, in L.R. Dag No. 263 (R.S. Dag No. 263) and L.R. Dag No. 266 (R.S. Dag No. 266), under L.R. Khatian No. 1078 (R.S. Khatian No. 751) and L.R. Khatian No. 1079 (R.S. Khatian No. 151), within the jurisdiction of Police Station- Tiljala (Presently Kasba Police Station), in the District- 24 Pargans (South), jointly mutated their names under Assessee No. 31-107-08-6736-2.

Pertinent to mention herein that in the records of the Kolkata Municipal Corporation the said Property is total measuring 09 (Nine) cotthas, 11 (Eleven) Chittaks and 39 (Thirty Nine) sq.ft., be the same a little more or less.

AND WHEREAS presently the said property being ALL THAT divided and demarcated plot of, by classification 'Bastu' Land, lying and situate at and being Premises No. 1878, Laskarhat, within the limits of Ward No. 107 being Assessee No. 31-107-08-6736-2, of the Kolkata Municipal Corporation, comprised in Mouza- Laskarhat, J.L. No. 11, Block- Kolkata, in L.R. Dag No. 263 (R.S. Dag No. 263) and L.R. Dag No. 266 (R.S. Dag No. 266), under L.R. Khatian No. 1078 (R.S. Khatian No. 751) and L.R. Khatian No. 1079 (R.S. Khatian No. 151), within the jurisdiction of Police Station- Tiljala (Presently Kasba Police Station), in the District- 24 Pargans (South), is physically measuring about 07 (Seven) cotthas and 04 (Four) Chittaks and 33 (Thirty Three) sq.ft., be the same a little more or less, which is morefully and particularly described in the Schedule "A" herein underwritten and for the sake of brevity hereinafter called and referred to as the said Schedule "A" Property.

AND WHEREAS thereafter said Smt. Anima Sarkar and Smt. Mrinmoyee Sarkar, being seized and possessed of or otherwise well and sufficiently entitled to the said Schedule "A" Property, as the Vendor herein joint sold transferred and alienated the said Schedule "A" Property, to said M/s AMBIENCE INTERIOR, the Vendor herein by way of a registered Deed of Sale dated 17th January, 2025, Registered at the Office of the District Sub-Registrar-V, Alipore 24 Parganas South, registered in Book No. I, Volume No. 1902-2025, Pages from 23072 to 23094, Being No. 190200398, For the Year 2025.

AND WHEREAS thus, in the manner as recited herein above said M/s AMBIENCE INTERIOR became the sole and absolute owner of ALL THAT divided and demarcated plot of, by classification 'Bastu' Land, lying and situate at and being Premises No. 1878, Laskarhat, within the limits of Ward No. 107 being Assessee No. 31-107-08-6736-2, of the Kolkata Municipal Corporation, comprised in Mouza- Laskarhat, J.L. No. 11, Block- Kolkata, in L.R. Dag No. 263 (R.S. Dag No. 263) and L.R. Dag No. 266 (R.S. Dag No. 266), under L.R. Khatian No. 1078 (R.S. Khatian No. 751) and L.R. Khatian No. 1079 (R.S. Khatian No. 151), within the jurisdiction of Police Station- Tiljala (Presently Kasba Police Station), in the District- 24 Pargans (South), is physically measuring about 07 (Seven) cotthas and 04 (Four) Chittaks and 33 (Thirty Three) sq.ft., be the same a little more or less, being the said Schedule "A" Property.

Pertinent to mention herein that the Vendor herein has mutated its name in the records of the Kolkata Municipal Corporation under Assessee No. 31-107-08-6736-2 as the sole and absolute owner of the said Schedule "A" Property.

AND WHEREAS said M/s AMBIENCE INTERIOR being seized and possessed of or otherwise well and sufficiently entitled to the said Schedule "A" Property as the sole and absolute owner thereof decided to develop the said Schedule "A" Property by constructing multi-storied building upon ALL THAT divided and demarcated plot of, by classification 'Bastu' Land, lying and situate at and being Premises No. 1878, Laskarhat, within the limits of Ward No. 107 being Assessee No. 31-107-08-6736-2, of the Kolkata Municipal Corporation, comprised in Mouza- Laskarhat, J.L. No. 11, Block- Kolkata, in L.R. Dag No. 263 (R.S. Dag No. 263) and L.R. Dag No. 266 (R.S. Dag No. 266), under L.R. Khatian No. 1078 (R.S. Khatian No. 751) and L.R. Khatian No. 1079 (R.S. Khatian No. 151), within the jurisdiction of Police Station- Tiljala (Presently Kasba Police Station), in the District- 24 Pargans (South), is physically measuring about 07 (Seven) cotthas and 04 (Four) Chittaks and 33 (Thirty Three) sq.ft., be the same a little more or less along with common passage together with all easement rights attached thereto and specifically and morefully mentioned in the Schedule "A" Property

hereunder written, as such, for the said proposed development of the said Schedule "A" Property the Vendor herein also obtained a Sanctioned building Plan from the K.M.C. vide Building Permit No. 2025120328 dated 16/12/2025. The Said Land is earmarked for the purpose of building a G+4 storied residential project, comprising multistoried apartment buildings having units of various size and specifications and the said project shall be known as 'Ambience Serenity 2';

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;

The Kolkata Municipal Corporation(KMC) has granted the commencement certificate to develop the Project vide approval dated 16/12/2025 bearing registration no. 2025120328;

The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the apartment, plot or building, as the case may be, from Kolkata Municipal Corporation(KMC) . The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable;

The Promoter has registered the Project under the provisions of the Act with the West Bengal Real Estate Regulatory Authority at

_____ on _____ under registration no. _____;

The Allottee 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/covered 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**);

The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein On demand from the Allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the Land and the plans, designs and specifications prepared by the Promoter's Architects and of such other documents as are specified under the Act

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;

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;

In accordance with the terms and conditions set out in this Agreement and as

mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the [Apartment/Plot] and the garage/covered parking (if applicable) as specified in para G.

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

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 para G.

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. _____ Rate of Apartment per square feet*

Apartment no. _____

Type _ Floor _

Total price (in rupees) _____

Garage/Covered parking - 1 Price for 1

Garage/Covered parking - 2 Price for 2

Total price (in rupees) _____ [OR]

Plot no. _____ Rate of Plot per square feet* Type _

Total price (in rupees) _____

*Provide break up of the amounts such as cost of plot, proportionate cost of common areas, taxes, maintenance charges as per para 11 etc., if/as applicable.

[AND] [if/as applicable]

Garage/Covered parking - 1 Price for 1

Garage/Covered parking - 2 Price for 2

Total price (in rupees) _____

Explanation:

The Total Price above includes the booking amount paid by the allottee to the Promoter towards the [Apartment/Plot];

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, by whatever name called) up to the date of handing over the possession of the apartment/plot to the allottee and the project to the association of allottees or the competent authority, as the case may be, after obtaining the completion certificate:

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

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

The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee 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;

The Total Price of [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, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the [Apartment/Plot] and the Project.

The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the allottee.

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

The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @___% per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.

It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at Schedule 'D' and Schedule 'E' (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Allottee as per the provisions of the Act. Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.

The Promoter shall confirm to 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 reduction in the carpet area then the Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the apartment, allotted to Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in Schedule C. All these monetary adjustments shall be made at the same rate per square feet as agreed in para 1.2 of this Agreement.

The Promoter agrees and acknowledges, the Allottee shall have the right to the [Apartment/Plot] as mentioned below:

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

The Allottee shall also have undivided proportionate share in the Common Areas. Since the share / interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the promoter shall hand over the common areas to the association of allottees after duly obtaining the completion certificate from the competent authority as provided in the Act;

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, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the [Apartment/Plot] and the Project;

The Allottee has the right to visit the project site to assess the extent of development of the project and his apartment/plot, as the case may be.

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

The Promoter agrees to pay all outgoings before transferring the physical possession of the apartment to the Allottees, which it has collected from the Allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

The Allottee has paid a sum of Rs. ____ (Rupees ____ only) as booking amount being part payment towards the Total Price of the [Apartment/ Plot] at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the [Apartment/Plot] as prescribed in the Payment Plan [Schedule C] as may be demanded by the Promoter within the time and in the manner specified therein:

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

MODE OF PAYMENT

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan

[Schedule C] through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of '____' payable at ____.

COMPLIANCE OF LAWS RELATING TO REMITTANCES

The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the 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 the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may 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 regard to matters specified in para 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

ADJUSTMENT/APPROPRIATION OF PAYMENTS

The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the allottee against the [Apartment/Plot], if any, in his/her name and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

TIME IS ESSENCE

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

CONSTRUCTION OF THE PROJECT/ APARTMENT

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the [Apartment/Plot] and accepted the floor plan, payment plan and the specifications, amenities and facilities [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the ____ [Please insert the relevant State laws] 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.

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] to the allottee and the common areas to the association of allottees or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to hand over possession of the [Apartment/Plot] along with ready and complete common areas with all specifications, amenities and facilities of the project in place on ____, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the [Apartment/Plot], provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 days from that date. The promoter shall intimate the allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

Procedure for taking possession - The Promoter, upon obtaining the occupancy certificate* from the competent authority shall offer in writing the possession of the [Apartment/Plot], to the Allottee in terms of this Agreement to be taken within two months from the date of issue of occupancy certificate. [Provided that, in the absence of local law, the conveyance deed in favour of the allottee shall be carried out by the promoter within 3 months from the date of issue of occupancy certificate]. The Promoter agrees and undertakes to

indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee, after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/association of allottees, as the case may be after the issuance of the completion certificate for the project. The promoter shall hand over the occupancy certificate of the apartment/plot, as the case may be, to the allottee at the time of conveyance of the same.

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

Possession by the Allottee - After obtaining the occupancy certificate and handing over physical possession of the [Apartment/Plot] to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of Allottees or the competent authority, as the case may be, as per the local laws. [Provided that, in the absence of any local law, the promoter shall handover the necessary documents and plans, including common areas, to the association of allottees or the competent authority, as the case may be, within thirty days after obtaining the completion certificate].

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

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

Compensation - The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the [Apartment/Plot] (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 7.1; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the [Apartment/Plot], with interest at the rate prescribed in the Rules including

compensation in the manner as provided under the Act within forty-five days of it becoming due. Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the [Apartment/Plot], which shall be paid by the promoter to the allottee within forty-five days of it becoming due.

REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

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

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;

The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;

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]

There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the [Apartment/Plot];

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;

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 created herein, may prejudicially be affected;

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

The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [Apartment/Plot] to the Allottee in the manner contemplated in this Agreement;

At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the [Apartment/ Plot] to the Allottee and the common areas to the association of allottees or the competent authority, as the case may be;

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;

The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the completion certificate has been issued and possession of apartment, plot or building, as the case may be, along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the allottee and the association of allottees or the competent authority, as the case may be;

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.

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:

Promoter fails to provide ready to move in possession of the [Apartment/ Plot] to the Allottee within the time period specified in para 7.1 or fails to complete the project within the stipulated time disclosed at the time of registration of the project with the Authority. For the purpose of this para, 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority;

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:

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

The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the apartment, along with interest at the rate prescribed in the Rules within forty-five days of receiving the termination notice:

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

the possession of the [Apartment/Plot], which shall be paid by the promoter to the allottee within forty-five days of it becoming due.

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

In case the Allottee fails to make payments for __consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate prescribed in the Rules;

In case of Default by Allottee under the condition listed above continues for a period beyond __consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the [Apartment/ Plot] in favour of the Allottee and refund the money paid to him by the allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated. Provided that the promoter shall intimate the allottee about such termination at least thirty days prior to such termination.

CONVEYANCE OF THE SAID APARTMENT

The Promoter, on receipt of Total Price of the [Apartment/Plot] as per para 1.2 under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the [Apartment/Plot] together with proportionate indivisible share in the Common Areas within 3 months from the date of issuance of the occupancy certificate and the completion certificate, as the case may be, to the allottee. [Provided that, in the absence of local law, the conveyance deed in favour of the allottee shall be carried out by the promoter within 3 months from the date of issue of occupancy certificate]. However, in case the Allottee fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee.

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 allottees upon the issuance of the completion certificate of the project. The cost of such maintenance has been included in the Total Price of the [Apartment/ Plot].

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 from the date of handing over possession, it shall be the duty of the Promoter to rectify such

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

RIGHT TO ENTER THE APARTMENT FOR REPAIRS

The Promoter/maintenance agency/association of allottees shall have rights of unrestricted access of all Common Areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of allottees and/or maintenance agency to enter into the [Apartment/Plot] or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

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, fire fighting 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.

GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

Subject to para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the [Apartment/Plot] at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the [Apartment/Plot], or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the [Apartment/Plot] and keep the [Apartment/Plot], its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging 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 further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the 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 shall not store any hazardous or combustible goods in the [Apartment/Plot] or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the [Apartment/Plot].

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

COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:

The Parties are 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.

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, layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority(ies) and disclosed, except for as provided in the Act.

PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

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

APARTMENT OWNERSHIP ACT (OF THE RELEVANT STATE):

The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the _____ [*Please insert the name of the state Apartment Ownership Act*]. The Promoter showing compliance of various laws/regulations as applicable in.

BINDING EFFECT

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar ____ (specify the address of the Sub-Registrar) as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub- Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

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.

RIGHT TO AMEND

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

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 [Apartment/Plot] and the Project shall equally be applicable to and enforceable against and by any subsequent Allottees of the [Apartment/ Plot], in case of a transfer, as the said obligations go along with the [Apartment/ Plot] for all intents and purposes.

WAIVER NOT A LIMITATION TO ENFORCE

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

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

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 or 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.

METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT

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

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

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.

PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in _____ after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar at ____ (specify the address of the Sub-Registrar). Hence this Agreement shall be deemed to have been executed at _____.

NOTICES

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

_____ Name of Allottee

_____ (Allottee Address)

M/s _____ Promoter name

_____ (Promoter Address)

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

JOINT ALLOTTEES

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

SAVINGS

Any application letter, allotment letter, agreement, or any other document signed by the allottee, in respect of the apartment, plot or building, as the case

may be, prior to the execution and registration of this Agreement for Sale for such apartment, plot or building, as the case may be, shall not be construed to limit the rights and interests of the allottee under the Agreement for Sale or under the Act or the rules or the regulations made thereunder.

GOVERNING LAW

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

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)

Signature ____ Name _____ Address ____

P affix
photograph
and and sign
across the
photograph

Signature ____ Name _____ Address ____

Please affix
photograph
and and sign
across the
photograph

SIGNED AND DELIVERED BY THE WITHIN NAMED

Promoter:

Signature (Authorised Signatory) .

Name _____ Address _____

At ____ on ____ in the presence of:

Please affix
photograph
and and sign
across the
photograph

WITNESSES:

Signature ____

Name _

Address _____

Signature ____

Name _

Address _____

THE SCHEDULE “A” ABOVE REFERRED TO

(TOTAL PROPERTY)

ALL THAT divided and demarcated Vacant plot of, by classification ‘Bastu’ Land, physically measuring about **07 (Seven) cotthas and 04 (Four) Chittaks and 33 (Thirty Three) sq.ft.**, be the same a little more or less, lying and situate at and being Premises No. 1878, Laskarhat, within the limits of Ward No. 107 being Assessee No. 31-107-08-6736-2, of the Kolkata Municipal Corporation, comprised in Mouza- Laskarhat, J.L. No. 11, Block- Kolkata, in L.R. Dag No. 263 (R.S. Dag No. 263) and L.R. Dag No. 266 (R.S. Dag No. 266), under L.R. Khatian No. 1078 (R.S. Khatian No. 751) and L.R. Khatian No. 1079 (R.S. Khatian No. 151), within the jurisdiction of Police Station- Tiljala (Presently Kasba Police Station), in the District- 24 Pargans (South), {Road Zone: Rest in Laskarhat- Rest in Laskarhat} alongwith all easement rights of egress and ingress thereto, on the 30 (Thirty) feet wide Approach Road, which is butted and bounded as follows:

ON THE NORTH : By 30 Feet wide Naskarhat Road.

ON THE SOUTH : By Other Premises.

ON THE EAST : By Premises No. 1599 Laskarhat.

ON THE WEST : By Premises No. 1878 Laskarhat.

THE SCHEDULE “B” ABOVE REFERRED TO
(TRANSFERRED PROPERTY)

ALL THAT ‘Tiles’ flooring, residential Flat being Flat No. _____, lying and situate at the _____ Floor, _____ portion/ side of the said G+4 storied building, measuring about _____ (_____) sq.ft., Carpet Area, _____ (_____) sq.ft., Covered Area equivalent to _____ (_____) sq.ft. Super Built-up Area, be the same a little more or less, consisting of _____ (_____) Bed Rooms, _____ (_____) Living/Dining Space, _____ (_____) Kitchen, _____ (_____) Bath-cum-Privy, _____ (_____) Attached Toilets and _____ (_____) Balcony, together with a _____ Covered Car Parking at the Ground Floor, measuring about 135 (One Hundred and Thirty Five) sq.ft., be the same a little more or less, lying and situate at the said Schedule “A” Property being Premises No. 1878, Laskarhat, within the limits of Ward No. 107 being Assessee No. 31-107-08-6736-2, of the Kolkata Municipal Corporation, comprised in Mouza- Laskarhat, J.L. No. 11, Block- Kolkata, in L.R. Dag No. 263 (R.S. Dag No. 263) and L.R. Dag No. 266 (R.S. Dag No. 266), under L.R. Khatian No. 1078 (R.S. Khatian No. 751) and L.R. Khatian No. 1079 (R.S. Khatian No. 151), within the jurisdiction of Police Station- Tiljala (Presently Kasba Police Station), in the District- 24 Pargans (South) Kolkata- 700 039, {Road Zone: Rest in Laskarhat- Rest in Laskarhat} along with proportionate and impartible share or interest in the land mentioned in Schedule “A” herein underwritten, including all common areas, facilities and amenities and all easement rights thereto, which is morefully shown in the Plan attached herewith and delineated with ‘Red’ ink border respectively and the same is butted and bounded :

ON THE NORTH : By _____.

ON THE SOUTH : By _____.

ON THE EAST : By _____.

ON THE WEST : By _____.

THE SCHEDULE “C” ABOVE REFERRED TO

(Payment Schedule)

On Booking of Flat	- 10% of the total Consideration amount.
On Execution of foundation	- 10% of the cost of flat with parking.
Before 1 st roof casting	- 10% of the cost of flat with parking.
Before 2 nd slab casting	- 10% of the cost of flat. with parking.
Before 3 rd slab casting	- 10% of the cost of flat. with parking.
Before 4th slab casting	- 10% of the cost of flat. with parking.
Before completion of brick work and plastering	- 10% of the cost of flat. with parking.
Before completion of flooring	- 10% of the cost of flat. with parking.
Before completion of Wall putty, Electricals works	- 10% of the cost of flat with parking.
Before possession(i.e. when the entire building is ready including common area).	-10% of (when the entire building is ready including common area.

THE SCHEDULE "D" ABOVE REFERRED TO
(SHOWING COMMON AREAS, COMMON PARTS, COMMON EQUIPMENTS,
COMMON FACILITIES)

The foundations, columns beams, supports, fire escape, entrance and exits.

Lobbies and Common passage from Main gate to stair-case only, roof right and areas excepting the specified areas incorporated in the Schedule "B".

Water Pump, over-head water tanks and underground water reservoirs, water pipes and other common installations.

Electrical wirings, meters, and fittings and fixtures for lighting the staircase, lobbies.

Drains and sewers from the Building to the Corporation duct.

Water and sewerage evacuation pipes from the units to the drains and sewers common to the Building.

Toilets and bathroom for servants and Gate Keeper, of the Building in the ground floor, if any.

Such other equipments, installations, fixtures, fittings, Lift, as are necessary and/or easements of necessity of the Building.

The Purchasers shall be entitled to all rights, privileges, vertical and lateral supports, easements, quasi-easements appendages and appurtenances, whatsoever, belonging to or any way appertaining to the said scheduled "B" Property and the common portion of the said Schedule "A" Property or therewith usually held, used, occupied or enjoyed or reputed or known as part and parcel thereof or appertaining thereto subject to the stipulations as contained elsewhere in this agreement and other schedules.

The right of protection of the said Schedule "B" Flat by or from all other parts of the Schedule "A" Property so far as they now protect the same.

The right of flow in common as aforesaid of gas, if any electricity, water and waste or soil from and/or to the said Schedule "B" Flat through pipes, drains, wires and conduits lying or being in, under or over the other parts of the schedule "A" property so far as may be reasonably necessary for the beneficial use, occupation and enjoyment of the said Schedule "B" Flat.

The right of the Purchasers with or without workmen and necessary materials or enter from time to time upon the other parts of the said Schedule "A" property for the purpose of re-building, repairing or cleaning so far as may be necessary, such pipes, drains wires and conduits aforesaid and also for the purpose of re-building, repairing, replacing or clearing any part of parts of the said Schedule "B" Flat in so far as such re-building, repairing, replacing or cleaning as aforesaid cannot be reasonably carried out without such entry and in all such cases excepting in emergent situation upon giving forty eight hours previous notice in writing of the Purchasers intent property entitled to the same.

Water Reservoir and overhead Tanks.

Common Services, but No Parking rights.

THE SCHEDULE “E” ABOVE REFERRED TO
(SHOWING COMMON EXPENSES)

The expenses of maintain, operating, repairing, replacing, renovating etc., of the said building and in particular of drains, gutters and rain water pipes of the said building user in common with the other occupiers of the other covered space i.e., Schedule “B” Flat and other covered area, and the main entrances, passage leading from passage to stair-case, landing, staircase of the said building as enjoyed in common.

The cost of cleaning and lightning the passage, landings, stair-cases, of the said Schedule “A” Property as enjoyed or used in common as aforesaid.

The cost of white-washing or decorating the exterior walls of the said Schedule “A” Property.

The cost of salaries of Gate Keeper, Lift Operator, sweepers etc.

The cost of working and maintenance of Lift, Electric Motor and Pumps or elevator and other amenities.

Amount of K.M.C. Property Taxes, water tax and other tax, levies and/or outgoings save those separately assessed on the respective Schedule “B” Flat.

Such other expenses as are deemed necessary by the Vendor/Society necessary or incidental for the maintenance and up-keep of the said Schedule “A” Property and the building.

THE SCHEDULE “F” ABOVE REFERRED TO
(SPECIFICATIONS)

1. Verified Tiles flooring work
2. White putty in interior walls all around the flat including ceiling.
3. Aluminum steel sliding window with straight grills.
4. Wood frame 2.5x4” with flush door pallet 32MM (3 Nos. of 4Kabza and steel hassbolt and chitkini) size as per plan.
5. Concealed wiring with necessary points.
6. Kitchen-Tiles floor , black stone, Granite slab/platform for LPG Gas oven, one water tap connection and one window.
7. Batch cum privy-Floor tiles, glazed tiles upto the height of 6 feet on the wall, one water connection, Indian/Western commode, one window and one P.V.C door.
8. Water connection in the flat through water pump for supply of water.