

## **AGREEMENT FOR SALE**

**THIS AGREEMENT FOR SALE** ("Agreement") executed on this \_\_\_\_\_ day of \_\_\_\_\_,  
(2025)

### By and Between

**M/S. NS ENTERPRISES, (PAN NO. AAVFN0896Q) (GST NO. 19AAVFN0896Q1ZY)** a Partnership Firm, registered under the Indian Partnership Act, 1932, having its principal place of business at 6C, Middleton Street, Kolkata 700 071, Post: Middleton Row, Police Station: Shakespeare Sarani, West Bengal, India, **represent by its joint Partners namely - 1) MR.NISHANT KHEMKA, (PAN. AOOPK7691H & Aadhaar No- 5501 0734 8592) (mobile no. 98301 91000)** son of Sri Ashok Kumar Khemka, by occupation – Business, by Religion – Hindu, at present residing at 6C, Middleton Street, Gulmohr Building, Flat No. 64, Post :Middleton Row, Police Station: Shakespeare Sarani, Kolkata 700 071, and **2) MR. SAKET SUTODIYA, (Pan. ARVPS6336B & Aadhaar No- 3509 1532 7183) (Mobile No. 98313 77007)**son of Sri Bimal Sutodiya,by occupation – Business, by Religion – Hindu, residing at 9/S, Block-A, New Alipore, Kolkata-700053, in the District – 24 Parganas (South) West Bengal, India here in after referred to as the "Promoter" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners).

### **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, executors, administrators and permitted assignees).

### [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, \_\_\_\_\_, (Aadhaar 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 its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners).

[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 assignees).

[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 include his heirs, representatives, executors, administrators, successors-in-interest and permitted assigns as well as the members of the said HUF, their heirs, executors, administrators, successors-in-interest and permitted assignees). [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:**

A. The **1) SMT. GAGAN ARORA, (PAN: ACRPA8488K & AADHAAR NO. 5876 2871 1562) (MOBILE NO. 98304 52453)**, wife of Sri Rajendra Arora, by faith - Hindu, by Nationality - Indian by occupation - Retired, residing at 133, Motilal Gupta Road, Post Office - Barisha, Police Station - Haridevpur, Kolkata 700008, District: South 24 Parganas, West Bengal, India, **2) GAURAV KHANNA (HUF). (PAN: AAGHG4917A, Represented by its Karta SRI GAURAV KHANNA, (PAN: AKTPK7726N & AADHAAR NO. 8875 9938 2266) (MOBILE NO. 90517 11517)**, son of Sri Sudip Kumar Khanna, by faith Hindu, by Nationality Indian, by occupation - Business, residing at 629, Diamond Harbour Road, Post Office and Police Station - Behala, Kolkata-700034, District: South 24-Parganas, West Bengal, India, and **3) SRI GAURAV KHANNA, (PAN: AKTPK7726N & AADHAAR NO. 8875 9938 2266) (MOBILE NO. 90517 11517)**, son of Sri Sudip Kumar Khanna, by faith Hindu, by Nationality Indian, by occupation - Business, residing at 629, Diamond Harbour Road, Post Office and Police Station - Behala, Kolkata-700034, District: South 24-Parganas, West Bengal, India, ("**Owners**") is the absolute and lawful owners of **ALL THAT** piece and parcel of Bastu land measuring **10 Cottahs 09 Chittaks 01 Sq. Ft. (as 706.615 Sq. Mtr.)** be the same a little more or less, lying and situated at Mouza: Behala, J.L. No. 102, R.S. No. 83, Touzi No. 346, Pargana: Magura, comprising C. S. Dag No. 6806/7387 thereafter 7387, R.S. & L.R. Dag No. 9459, appertaining to C.S., R.S. & L.R. Khatian No. 476, now L.R. Khatian Nos. 7794, 11307 **AND** Mouza: Gangarampore, J.L. No. 105, R.S. No. 189, Touzi No. 3, Pargana: Magura, R.S. Khatian No. 10, L.R. Khatian No. 735, Dag No. 57, being Municipal Premises No. 24, Fakir Para Road, within local limits and jurisdiction under **The Kolkata Municipal Corporation, Ward No. 128**, having its **Municipal Assesses No. 41-128-09-0022-2, Kolkata-700034, Police Station: Behala now Parnasree, in the District: 24-Parganas (South)**, in the way of vide - **1. DEED OF CONVEYANCE** duly registered in the office of the A.D.S.R. Behala and duly recorded in Book No. I, Volume No.10, Pages from 215 to 222, Being Deed No. 588 for the year 2000, **2. DEED OF CONVEYANCE** duly registered in the office of the

A.D.S.R. Behala and duly recorded in Book No.1, Volume No, 10, Pages from 207 to 214, Being Deed No. 587 for the year 2000, **3. DEED OF CONVEYANCE** duly registered in the office of the A.D.S.R. Behala and duly recorded in Book No.1, Volume No.25, Pages from 195 to 200, Being Deed No. 1206 for the year 2000, **4. DEED OF EXCHANGE** duly registered on 08.06.2005 in the office of the A.R.A.-I, Kolkata and duly recorded in Book No.1, Volume No. 1901-2005, Page From 1 to 14, Being Deed No. 1901-05237, for the year 2005, **5. DEED OF CONVEYANCE** duly registered in the office of the A.D.S.R, Behala and duly recorded in Book No. I, C.D. Volume No. 11, Pages from 203 to 220, Being Deed No. 07789 for the year 2014, **6. DEED OF GIFT** duly registered on 06.09.2021 in the Office of DSR-II, at Alipore and recorded in Book No. I, Volume No. 1602-2021, Pages from 311347 to 311370, Being Deed No. 1602-07234 for the year 2021, **7. DEED OF GIFT** which was duly registered at the Office of A.D.S.R. Behala and recorded at Book No. I, Volume No. 1607-2022, Pages from 206544 to 206566, Being Deed No. 1607-06148 for the year 2022, **8. DEED OF GIFT** which was duly registered in the Office of DSR-II, at Alipore and recorded in Book No. I, Volume No. 1602-2022, Pages from 529127 to 529149, Being Deed No. 1602-13121 for the year 2022, **9. DEED OF GIFT**, which was duly registered in the Office of DSR-II, at Alipore and recorded in Book No. I, Volume No. 1602-2022, Pages from 480926 to 480946, Being Deed No. 1602-13122 for the year 2022, **10. DEED OF GIFT** dated 23.09.2022, which was duly registered in the Office of DSR-II, at Alipore and recorded in Book No. I, Volume No. 1602-2022, Pages from 480926 to 480946, Being Deed No. 1602-13122 for the year 2022, **11. DEED OF DECLARATION** was registered in the Office of the District Sub Registrar II at Alipore and the same has been recorded there in Book No. I, Volume No. 1602-2023, Pages from 137099 to 137109, Being Deed No. 1602-04397, for the year 2023.

**B.** The Owners and the Promoter have entered into a **Development Agreement** on **12<sup>th</sup> day of December, 2023**, which was duly registered at the office of the **District Sub-Registrar II at Alipore, duly recorded in Book No. I, Volume No. 1602-2023, Page from 628898 to 628944, Being No. 1602-17397 for the year 2023.**

**C.** The Said Land is earmarked for the purpose of building a **Residential** project, comprising **G+4** storied apartment building and the said project shall be known as '**SUDIP ENCLAVE**' ("Project");

**D.** 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;

**E.** The **Kolkata Municipal Corporation** has granted the **Commencement Certificate** to develop the Project vide approval dated **21.03.2025** bearing no. **2024140321**;

**F.** The Promoter has obtained the final layout plan approvals for the Project from **Kolkata Municipal Corporation**. 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;

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

**H.** 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 along with covered parking no. \_\_\_\_\_ admeasuring \_\_\_\_\_ square feet in the Ground 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'**;

**I.** The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;

**J.** 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;

**K.** 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 in to this Agreement on the terms and conditions appearing hereinafter;

**L.** 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 Covered parking space as specified in **Paragraph H**;

**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:**

**1.1** 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 **Paragraph H**;

**1.2** The Total Price for the Apartment based on the carpet area is Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only ("**Total Price**"). The break-up and description of the Total Price which is as provided here in below:

Building. - 'SUDIP ENCLAVE' Apartment/ Flat no. _____ Type _____ Floor _____	Rate of Apartment per square feet*
Garage/Closed parking - 1 Price for 1	Price for 1
Garage/Closed parking - 2 Price for 2	Price for 2

**Explanation:**

- (i) The Total Price above includes the booking amount paid by the Allottee to the Promoter" towards the Apartment;

- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the "Promoter" by way of GST and Cess or any other similar taxes which may be levied, in connection with the construction /sale of the Project payable by the "Promoter") up to the date of handing over the possession of the Apartment to the Allottee and the common areas and the facilities of the Project to the Association of Allottees or the Competent Authority, as the case may be, after obtaining the Completion Certificate or Partial Completion Certificate, as the case may be:
- 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 demand from the Allottee, the amount payable as stated in (1.2) above and the Allottee shall make payment as demanded by the "Promoter " within the time and in the manner specified in **Schedule-"C"**.
- (iv) The Total Price of Apartment includes: 1) pro rata share in the Common Areas; and 2) \_\_\_\_\_ covered parking(s) as provided in the Agreement.
- 1.3** 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.
- 1.4** The Allottee(s) shall make the payment as per the payment plan set out in **Schedule-C** ("Payment Plan").
- 1.5** The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @ \_\_\_\_\_ % per annum for the period by which the respective instalment 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.
- 1.6** It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in \_\_\_\_\_ respect of the apartment, plot or building, as the case may be, without the previous written consent of \_\_\_\_\_ the Allottee. Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.

**1.7** 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.

**1.8** Subject to Clause 9.3 the Promoter agree and acknowledges, the Allottee shall have the right to the Apartment as mentioned below:

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

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

**(iii)** That the computation of the price of the Apartment includes recovery of price of land, construction of not only the Apartment but also the Project Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and fire fighting equipment in the common areas etc. and includes cost for providing all other facilities as provided within the Project.

**1.9** It is made clear by the Promoter and the Allottee agrees that the Apartment along with \_\_\_\_\_ covered parking space 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.

**1.10** It is understood by the Allottee that all other areas and i.e. areas and facilities falling outside the Project, namely "SUDIP ENCLAVE" 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.

**1.11** The Promoter agrees to pay all outgoing before transferring the physical possession of the apartment to the Allottees, which it has collected from the Allottees, for the payment of outgoing (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 outgoing 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 outgoing and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.

**1.12** The Allottee has paid a sum of Rs \_\_\_\_\_, (Rupees \_\_\_\_\_ only) as booking amount being part payment towards the Total Price of the Apartment at the time of allotment the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan as may be demanded by the Promoter within the time and in the manner specified therein:

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

## **2. MODE OF PAYMENT**

Subject to the terms of the Agreement and the "Promoter" abiding by the construction milestones, the Allottee shall make all payments, on demand by the "Promoter", within the stipulated time as mentioned in the Payment Plan described in **Schedule-"C"** through A/c Payee cheque/demand draft or online payment (as applicable) in favour of " \_\_\_\_\_ " payable at \_\_\_\_\_.

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

**3.1** The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made there under or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the "Promoter" with such permission, approvals which would enable the "Promoter" to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understand 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.

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

**4. ADJUSTMENT/APPROPRIATION OF PAYMENTS**

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

**5. TIME IS ESSENCE**

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

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

The Allottee has seen the specifications of the Apartment and accepted the Payment Plan, floor plans, layout plans annexed along with this Agreement which has been approved by the competent authority, as represented by the "Promoter". The "Promoter" shall develop the Project in accordance with the said layout plans, floor plans and specifications. Subject to the terms in this Agreement, the "Promoter" undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR.

**7. POSSESSION OF THE APARTMENT**

**7.1 Schedule for possession of the said Apartment:** The "Promoter" agrees and understands that timely delivery of possession of the Apartment is the essence of the Agreement. Subject to timely payment and adherence of all its obligations by the Allottee, the "Promoter", based on the approved plans and specifications, assures to hand over possession of the Apartment on or before 31<sup>st</sup> December, 2027, unless there is delay or failure due to war, flood, drought, fire, cyclone, pandemic, 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, 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 Allottee within 45 days from that date. After refund of the money paid by the Allottee, Allottee agrees that he/ she shall not have any rights, claims etc. Against the "Promoter" and that the "Promoter" shall be released and discharged from all its obligations and liabilities under this Agreement.

**7.2 Procedure for taking possession** – The Promoter, upon obtaining the Completion Certificate or Partial Completion Certificate, as the case may be, from the Competent Authority shall offer in writing the possession of the Apartment to the Allottee in terms of this Agreement, to be taken within 2 (two) months from the date of issue of Completion Certificate or Partial Completion Certificate, as the case maybe. The Conveyance Deed in favour of the Allottee shall be executed and registered by the "Promoter" in favour of the Allottee within 3 (three) months from the date of issue of the Completion Certificate or Partial Completion Certificate, as the case may be, and the Promoter and the Allottee shall render full co-operation with each other to carry out the execution and registration of the Conveyance Deed. The Promoter agree and undertake to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee, agrees(s) to pay the maintenance charges as determined by the "Promoter" /Association of the Allottees, as the case maybe, for the Project. The "Promoter" shall handover copy of Completion Certificate or Partial Completion Certificate, as the case may be, of the Apartment, to the Allottee at the time of execution and registration of the Conveyance Deed of the same.

**7.3 Failure of Allottee to take Possession of Apartment:** Upon receiving a written intimation from the "Promoter" as per clause 7.2, the Allottee 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. Incase the Allottee fails to take possession within the time provided in Clause No. 7.2 such Allottee shall continue to be liable to pay maintenance charges as applicable.

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

**7.5 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 Allottee the balance amount of money paid by the Allottee shall be returned by the "Promoter" to the Allottee within 45 (forty-five) days of such cancellation.

**7.6 Compensation** – The "Promoter" shall compensate the Allottee in case of any loss caused to him due to defective title of the Project Land, 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 (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, with interest at the rate specified in the Rules within 45 days including compensation in the manner as provided under the Act.

Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the Apartment.

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

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

- (i)** The Promoter has absolute, clear and marketable title with respect to the Said premises and to carry out development upon the Said premises and absolute, actual physical and legal possession of the Said premises 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 premises.
- (iv)** There are no litigations pending before any Court of law with respect to the Said premises, Project or the Apartment.
- (v)** All approvals, licenses and permits issued by the competent authorities with respect to the Project, said premises and the 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, the Said premises, the Building and the Apartment and the Common Areas;
- (vi)** The Promoter has the right to enter into this Agreement and have 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;
- (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 under this Agreement.
- (viii)** The Promoter confirm that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;
- (ix)** At the time of execution of the Conveyance Deed, the "Promoter" shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee and the common areas to the Association of the Allottees;

- (x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;
- (xi) The Promoter has duly paid and shall continue to pay and discharge all government dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Project to the Competent Authority.
- (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 Premises and/or the Project.
- (xiii) That the Said Premises is not **Waqf** property.

## 9. **EVENTS OF DEFAULTS AND CONSEQUENCES**

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

- i. The "Promoter" fails to provide ready to move in possession of the Apartment 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.
- ii. Discontinuance of the Promoter's business as a developer on account of suspension or revocation of its registration under the provisions of the Act or the rules or regulations made thereunder.

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

- (i) Stop making further payments to the "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 penal interest; or
- (ii) The Allottee shall have the option of terminating this Agreement in which case the "Promoter" shall be liable to refund the entire money paid by the Allottee under any heads whatsoever towards the purchase of the Apartment, along with interest at the rate prescribed in the Rules within 45 (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, which shall be paid by the "Promoter" to the Allottee within 45 (forty-five days) of it becoming due.

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

- i. In case the Allottee fails to make payments for two 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;
- ii. In case of Default by Allottee under the condition listed above continues for a period beyond 2 (two) consecutive months after notice from the "Promoter" in this regard, the "Promoter" may cancel the allotment of the Apartment 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 applicable statutory taxes, if any. This Agreement shall there upon stand terminated. Provided that the "Promoter" shall intimate the Allottee about such termination at least 30 (thirty) days prior to such termination.

**10. CONVEYANCE OF THE SAID APARTMENT**

On receipt of the complete amount of the Price of the Apartment under the Agreement from the Allottee, the Promoter shall execute a conveyance deed and convey the title of the Apartment together with proportionate, indivisible and variable share in the Common Areas within 3 (three) months from the issuance of the Completion Certificate or Partial Completion Certificate, as the case may be. However, in case the Allottee fails to deposit the stamp duty and registration charges and all other incidental and legal expenses etc. so demanded 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 the stamp duty and registration charges is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/penalties imposed by the competent authority(ies).

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

The "Promoter" shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the Project by the Association of the Allottees the cost of such maintenance has been included in the total price of the apartment. .

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

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

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

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

The "Promoter"/maintenance agency /association of allottees shall have rights of unrestricted access of all Common Areas, garages/closed parking's and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of allottees and/or maintenance agency to enter into the Apartment 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**

**Service Areas:** The service areas, if any, as located within the project, shall be earmarked for purposes such as parking spaces and services including but not limited to electric, underground water tanks, and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services as in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of allottees formed by the Allottees for rendering maintenance services.

**16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT**

Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment 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, 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 tenable 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 except the place provided by the Promoter for the purpose. 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 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. The Allottee shall plan and distribute its electrical load in conform its with the electrical systems installed by the "Promoter" and thereafter the association of allottees and/or maintenance agency appointed by association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

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

The Allottee is entering into this Agreement for the allotment of an 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 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 structures(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 and disclosed, except 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 not with standing 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.

**20. APARTMENT OWNERSHIP ACT**

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

**21. BINDING EFFECT**

Forwarding this Agreement to the Allottee by the Promoter do 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 and annexures 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 or concerned A.R.A as and when intimated by the Promoter. If the Allottee fails to execute and deliver to the Promoter this Agreement within 30(thirty) days from the date of its receipt by the Allottee and/or appear before the Registrar/ARA/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 (except the taxes which has been collected and already been deposited with the authorities) shall be returned to the Allottee without any interest or compensation whatsoever.

**22. ENTIRE AGREEMENT**

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter 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, as the case may be.

**23. RIGHT TO AMEND**

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

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

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottees 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 in not making payments as per the Payment Plan [Schedule-"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 Promoter to enforce at any time or for any period of time the provisions here of 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 there under 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 there under or the applicable law, as the case maybe, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be the proportion which the carpet area of the Apartment 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 completed only upon its execution by the Promoter through its authorised signatories at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in Kolkata after the Agreement is duly executed by the Allottee and the Promoter simultaneously with the execution the said Agreement shall be registered

at the office of the concerned Sub-Registrar/ARA Kolkata. Hence this Agreement shall be deemed to have been executed at Kolkata.

**30. NOTICES**

That all notices to be served on the Allottee and the Promoter 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.

**31. JOINTALLOTTEES**

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

**32. GOVERNINGLAW**

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. DISPUTERESOLUTION**

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms there of and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the Adjudicating Officer appointed under the Act.

**SCHEDULE – “A”:**

**PART – I (TOTAL PROPERTY)**

**ALL THAT** piece and parcel of Bastu land measuring **10 Cottahs 09 Chittaks 01 Sq. Ft.** be the same a little more or less, along with a proposed **Multi Storied Building** named as “**SUDIP ENCLAVE**”, lying and situated at **Mouza: Behala, J.L. No. 102, R.S. No. 83, Touzi No. 346, Pargana: Magura, comprising C. S. Dag No. 6806/7387 thereafter 7387, R.S. & L.R. Dag No. 9459, appertaining to C.S., R.S. & L.R. Khatian No. 476, now L.R. Khatian Nos. 7794, 11307 AND Mouza: Gangarampore, J.L. No. 105, R.S. No. 189, Touzi No. 3, Pargana: Magura, R.S, Khatian No. 10, L.R. Khatian No. 735, Dag No. 57, being Municipal Premises No. 24, Fakir Para Road, within local limits and jurisdiction under The Kolkata Municipal Corporation, Ward No. 128, having its Municipal Assesses No. 41-128-09-0022-2, Kolkata-700034, Police Station: Behala now Parnasree, in the District: 24-Parganas (South),** with all common amenities and facilities thereto



together with all easement rights, quasi-easement attached thereto AND THE aforesaid TOTAL PROPERTY butted and bounded as follows:-

**ON THE NORTH** : By C.S. Dag No. 7386;

**ON THE SOUTH** : By Partly C.S. Dag No. 7387 and Partly 8' Feet wide Private Passage;

**ON THE EAST**: By Land & shed of Smt. Malati Bala Das and 8' Feet wide Common Passage;

**ON THE WEST** : By 16' Feet wide KMC Road;

**PART – II (THE SAID FLAT/s & CAR PARKING SPACE/s):**

**ALL THAT** piece and parcel of **One Self-contained Flat** measuring about \_\_\_\_\_ **Sq. Ft.** on the \_\_\_\_\_ **Floor** and **One Car Parking Space** measuring about **135 Sq. Ft.** in the **Ground Floor**, **Together With** impartible and variable proportionate share in the said plot of land and common portion and amenities or facilities in the said building in terms of the aforesaid sanctioned building plan of the said plot of land hereinafter called and referred to as the **“FLAT/s & CAR PARKING SPACE/s” TOGETHER WITH** all common portion and amenities or facilities in the said building named as **“SUDIP ENCLAVE”**, with the all remaining **Allottees** in the said building as set-out in the **SCHEDULE – “D”** hereunder written.

**SCHEDULE ‘B’**

**[FLOORPLAN OF THE APARTMENT]**

Flat No. \_\_\_\_ is shown in **‘RED’** border on **Plan** which has been described in **Part – II** of **SCHEDULE – “A”**:

**SCHEDULE ‘C’**

**[PAYMENT PLAN]**

Payment Plan Milestones Amount/Percentage

Sl.No.	Particulars	Amount(Rs.)
1	On Allotment	10%
2	Within 30 days after the execution of Agreement for Sale	10%
	On Completion of Pilling Works	10%
3	On Completion of Foundation	10%
4	On Completion of Ground Floor Slab	7.5%
5	On Completion of 1 <sup>st</sup> Floor Slab	7.5%
6	On Completion of 2 <sup>nd</sup> Floor Slab	7.5%
7	On Completion of 3 <sup>rd</sup> Floor Slab	7.5%
8	On Completion of 4 <sup>th</sup> Floor Slab	10%
9	On Completion of Brickwork & Plaster of Said Unit/Apartment	10%
10	On Completion of Flooring of Said Unit/Apartment	5%
11	On or Before the Possession with Other Charges & Deposits	5%

**SCHEDULE "D"**

**(SPECIFICATION OF FACILITIES IN RESPECT OF APARTMENT)**

1. **FOUNDATION & STRUCTURE:** The Said Building/s' designed and is being built on R.C.C. foundation and Reinforced Concrete structure.
2. **EXTERNAL&INTERNALWALLS:** The External and the Internal walls will be built with a combination of fly ash bricks/AAC Blocks and Reinforced concrete walls.
3. **DOORS:**  
Entrance Door: Wooden Door with Locking System. Internal Doors: Commercial Ply Flush Doors with Timber Frame.
4. **WINDOWS:** Natural Colour Anodized Sliding Aluminum windows or UPVC sliding windows.
5. **FLOORING:**  
The flooring of the Living &Dinning, Bedrooms, Bathrooms, Mercantile Unit will be finished in vitrified tiles/Marbles. Kitchen floor finished with ceramic tiles/Marble. Typical floor lobbies finished with Marbles.
6. **TOILETS:**  
Ceramic tiles on the walls upto door height and ceramic Tiles/Marble on the floor. Sanitary ware of Hindware / Parryware / Cera or equivalent brand. Concealed piping system for Hot and cold water line. Geysers points in all toilets. Sleek CP fittings of Jaquar / Parryware /CERA / ESCO / Hindware or of a similar / equivalent make.
7. **KITCHEN:**  
Granite top cooking platform with one Granite sink. Walls of kitchen will be covered with ceramic tiles upto a height of two feet above the counter.
8. **DECORATIONWORK/WALLS:**  
External walls completed in cement and sand plaster with cement paint and/or texture finish and glazing as per architectural scheme. Internal walls finished in cement and sand plaster with Wall Putty.
9. **ELECTRICALWIRING&FITTINGS:**  
Total concealed electrical wiring for all the rooms. Air-conditioning plug point in all the bedrooms, Living Room. Geyser point in all toilets. Light and plug point in dining /drawing, bedrooms. Telephone point in living room and all bedrooms. Compatible wiring which can be hooked upto a cable television network.
10. **ELEVATORS:**  
Passenger Lift of reputed brand.

**11. WATERSUPPLY:**

KMC Water Supply.

**12. TREATMENT:**

Anti termite treatment during various stages of constructions. Water proofing treatment in toilets & kitchen.

**13. SECURITY:**

CCTV & Security Personnel

**SCHEDULE 'E'**

**[PROJECT COMMON PORTIONS AND FACILITIES]**

1. The foundation, columns, beams support, corridors, lobbies, stairs, stairways, landings, entrances, exits and pathways.
2. The security room with electrical wiring switches and points fittings and fixtures if any.
3. Windows/doors/grills and other fittings of the common area of the premises.
4. Passenger Lift of reputed brand with all machineries, accessories and equipments and lift well, Lift pit for installing the same and lift lobbies on all floors, Lift machine Room;
5. Electrical Control Panels and accessories, subject to necessary permissions.
6. Water Pump and common pumping installations for pumping of water from underground to the reservoirs on the roof.
7. Drainage and Sewerage evacuation pipes from the Units to drains and sewers common to the New Building.
8. Outer walls of the New Building, foundation walls, Boundary Walls, and Main gate to the New Building and the premises. And all paths, passages and driveways in the said premises but other than those reserved by the Owner for its own use for any purpose and those reserved for parking or marked by the Owner exclusive to any unit or purchasers of Flat /shops/ commercial spaces.
9. Overhead Water Tank with distribution pipes there from connecting to different Units, if any, and Water inlay system from ground to Overhead reservoir.
10. CCTV.
11. Such other common parts areas equipment's, installations, fixtures, fittings, covered and open space in or about the said Premises and/or the building as are necessary for purpose or use and occupancy of the Flats and common spaces as are necessary.

**IN WITNESS WHEREOF** all the Party have hereunto set and subscribed their respective hands and seals the day month and year first above written.

**SIGNED SEALED AND DELIVERED**

At Kolkata In The Presence of:-

**WITNESSES: -**

1.

2.

=====

**SIGNATURE OF THE OWNER**

Owner duly represented by their Constituted Attorneys

=====

Signature of the **PURCHASER/S**

=====

**M/S NS ENTERPRISES**

Represented by its Partners and authorized signatory of the Firm as Developer/Confirming Party

Drafted & Printed by:

Osake Das  
Advocate,  
Alipore Judges' Court,  
Kolkata : 700027.

**MEMO OF CONSIDERATION**

**RECEIVED** of and from the within named **PURCHASER/S** a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) only as **EARNEST MONEY** of the said **FLAT/s** and **Car Parking Space/s**, described in the **Part – II** of **SCHEDULE – “A”**, herein above written as per memo below :-

**WITNESSES:**

1.

2.

---

**M/S NS ENTERPRISES**

Represented by its Partners and authorized signatory of  
the Firm as Developer/Confirming Party

Thumb First Middle Ring Little

	LEFT :					
	RIGHT :					

Name: \_\_\_\_\_,

Signature: \_\_\_\_\_

	LEFT :					
	RIGHT :					

Name: \_\_\_\_\_,

Signature: \_\_\_\_\_

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	RIGHT :					

Name: \_\_\_\_\_,

Signature: \_\_\_\_\_