

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE ("AGREEMENT") executed on this _____ day of
_____ Two Thousand.....

BY AND AMONGST

(1) **SRI SOUMENDRA NATH ROY** (PAN: ADPPR3064D) (Aadhaar No. 7188 2591 4756), son of Late Samarendra Nath Roy Chowdhury, by occupation – Self-employed, by faith - Hindu, by nationality Indian and residing at 40, Mahanirban Road, Kolkata 700029 under Police Station Gariahat, (2) **SMT. SREELEKHA ROY CHOUDHURY ALIAS SUKLA ROY** (PAN: ADMPR3848N) (Aadhaar No. 6776 2551 6374), wife of Sri Prodip Roy Choudhury and daughter

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For J. C. DEVI AGENT PVT. LTD.



Director

of Late Samarendra Nath Roy Chowdhury, by occupation - Housewife, by faith - Hindu, by nationality Indian and residing at 5/2A, Beltala Road, Kolkata 700026 under Police Station Bhawanipore, (3) **SMT. RINA BASU ROY** (PAN: CBHPR6487E) (O.C.I. No. A 1733741), wife of Shantanu Basu and daughter of Late Narendra Nath Roy Chowdhury, by occupation Retired Dean of Science, by faith - Hindu, by nationality American, residing at 9858 Penbridge Drive, Granite Bay, CA 95746, USA and having correspondence address at 40, Mahanirban Road, Kolkata 700029 under Police Station Gariahat, AND (4) **SMT. RUPA GHOSH** (PAN: AEMPG2610J) (O.C.I. No. A 1745616), daughter of Late Narendra Nath Roy Chowdhury, by occupation Teacher, by faith - Hindu, by nationality American, residing at 241 Maidenbrook Lane, Sacramento, CA 95823, USA and having correspondence address at 40, Mahanirban Road, Kolkata 700029 under Police Station Gariahat, hereinafter jointly referred to as to as the **OWNERS** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective, legal heirs, successors, executors, administrators, legal representatives and permitted assigns) and being represented by their Constituted Attorney **J.G. DEVELOPMENT PRIVATE LIMITED** represented by its Director **MR. JAYANTA MAZUMDAR** (PAN: CCCPM5612G) son of Mr. Jyotirmoy Mazumdar, residing at Apartment No, 207, Darpan Complex, 50A, Purna Das Road, Post Office Sarat Bose Road, Police Station Gariahat, Kolkata 700029 of the **FIRST PART**.

AND

J.G. DEVELOPMENT PRIVATE LIMITED (PAN AAACJ6837F) (CIN. U74210WB1985PTC038622), a Company incorporated under the provisions of the Companies Act, 1956 and having its registered office at 176B, Rash Behari Avenue, Gariahat, Post Office Sarat Bose Road, Police Station Gariahat, Kolkata-700029, hereinafter referred to as the **PROMOTER** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors, successor-in-office/interest and/or assigns) and being represented by its Director **MR. JAYANTA MAZUMDAR** (PAN: CCCPM5612G) son of Mr. Jyotirmoy Mazumdar, residing at Apartment No, 207, Darpan Complex, 50A, Purna Das Road, Post Office Sarat Bose Road, Police Station Gariahat, Kolkata 700029 of the **SECOND PART**.

AND



Mr. _____ son of Mr. _____, having PAN No. _____, by faith _____, by occupation _____, residing at _____ herein after referred to as the **ALLOTTEE** (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and included his heirs, executors, successor, successors-in-interest and permitted assigns) of the **THIRD PART**.

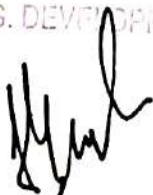
The Promoter and Allottee shall hereinafter collectively be referred to as the 'Parties' and individually as 'Party'.

WHEREAS:

- A. (i) By virtue of an Indenture of Conveyance/sale dated 13th January 1933, registered with the office of Sub-Registrar Alipore and recorded in Book No. I, Volume No. 29, Pages 234 to 237 being No. 1351 for the year 1933, Roma Bhushan Bosu son of Late Phani Bhushan Bosu became the sole and absolute owner of All that the piece or parcel of land measuring about 5 Cottha 11 Chitak 39 Sq.ft be the same a little more or less situate and being Plot No. 654 of the surplus land in Improvement Scheme No. XV (B) formed out of portions of Municipal Premises No. 47/8, Gariahat Road, 18, 19 Panditiya Road, being a part of Holding Nos. 297, 436/256, 265, 255 and 266 in Sub-Division 'P', Division VI, Dihi Panchanna Gram, Police Station Tollygange, District 24 Parganas herein after referred to as the **SAID LAND**.
- (ii) Subsequently the said Land was renumbered as P-654, Rasbehari Avenue and thereafter Premises No. 40, Mahanirban Road, Kolkata 700029.
- (iii) While exclusively seized and possessed of and/or otherwise well and sufficiently entitled to the said Land, said Roma Bhushan Bosu built erect and constructed a brick built multi storeyed building thereon.
- (iv) By a *Bengali Kobala* dated 20th November 1941, registered with the office of District Sub-Registrar Alipore and recorded in Book No. I, Volume No. 100, Pages 85 to 90 being No. 4103 for the year 1941, said Roma Bhushan Bosu sold transferred and conveyed the said Land togetherwith the brick built multi storeyed

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For J. G. DEVELOPMENT PVT. LTD.



Director

building standing thereon to Amarendra Nath Roy son of Late Debendra Nath Roy for the consideration and on the terms and conditions fully mentioned therein.

- (v) While exclusively seized and possessed of and/or otherwise well and sufficiently entitled to, said Amarendra Nath Roy, by a Deed of Settlement dated 30th March, 1964, registered with the office of District Sub-Registrar Sealdah and recorded in Book No. I, Volume No. 16, Pages 150 to 154 being No. 559 for the year 1964, settle the said Land togetherwith the brick built multi storeyed building standing thereon in favour of a Trust created by him appointing his wife Ashalata Roy as the trustee of the said Trust with the terms and conditions fully mentioned therein.
- (vi) Said Amarendra Nath Roy died intestate on 23.06.1973 leaving behind him surviving his wife namely Ashalata Roy, two sons namely Samarendra Nath Roy Chowdhury and Narendra Nath Roy Chowdhury, two daughters namely Pratima Basu and Nilima Basu and childless widow of his predeceased son Rathindra Nath Roy namely Krishna Roy as his only legal heirs.
- (vii) While being the trustee of the above mentioned trust said Ashalata Roy died intestate on 22.05.1981 leaving behind her surviving her, two sons namely Samarendra Nath Roy Chowdhury and Narendra Nath Roy Chowdhury, two daughters namely Pratima Basu and Nilima Basu and childless widow of her predeceased son Rathindra Nath Roy namely Krishna Roy as her only legal heirs.
- (viii) Simultaneously with the death of the said trustee Ashalata Roy, the said Trust got dissolved and ceased to exist as per the terms of the said Deed of Settlement and further as per the terms of the said Deed of Settlement said Samarendra Nath Roy Chowdhury and Narendra Nath Roy Chowdhury became the joint and absolute owners of All that the piece or parcel of land measuring about 5 Cottha 11 Chitak 39 Sq.ft be the same a little more or less Togetherwith the brick built multi storeyed building standing thereon lying situate at and being Premises No. 40, Mahanirban Road, Kolkata 700029 having Assessee No. 110851300569 within the limits of Ward No. 85 of the Kolkata Municipal Corporation under Police Station Gariahat, South 24 Parganas hereinafter referred to as 'the **SAID PREMISES**' and morefully described in the **FIRST SCHEDULE** written hereunder.

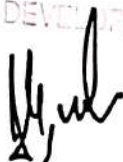


- (ix) As per the terms of the said Deed of Settlement, said Krishna Roy became the life interest holder in respect of a room situated on the 2nd Floor of the building lying situate at being and part of Premises No.40, Mahanirban Road, Kolkata 700029 having Assessee No. 110851300569 within the limits of Ward No. 85 of the Kolkata Municipal Corporation under Police Station Gariahat, South 24 Parganas hereinafter referred to as the '**SAID PROPERTY**'.
- (x) While jointly seized and possessed of and/or otherwise well and sufficiently entitled to the said Premises said Samarendra Nath Roy Chowdhury died intestate on 09.02.1982 leaving behind him surviving his wife namely Juthika Roy and one son namely Soumendra Nath Roy and one daughter namely Sreelekha Roy Choudhury alias Sukla Roy as his only legal heirs and successors to his estate.
- (xi) While jointly seized and possessed of and/or otherwise well and sufficiently entitled to the said Premises said Narendra Nath Roy Chowdhury died intestate on 12.04.1994 leaving behind him surviving his wife namely Manju Roy Chowdhury and two daughters namely Rina Basu Roy and Rupa Ghosh as his only legal heirs and successors to his estate.
- (xii) While jointly seized and possessed of and/or otherwise well and sufficiently entitled to the said Premises said Juthika Roy died intestate on 25.02.2008 leaving behind her surviving her one son namely Soumendra Nath Roy and one daughter namely Sreelekha Roy Choudhury alias Sukla Roy as her only legal heirs and successors to her estate.
- (xiii) While jointly seized and possessed of and/or otherwise well and sufficiently entitled to the said Premises said Manju Roy Chowdhury died intestate on 18.04.2021 leaving behind her surviving her two daughters namely Rina Basu Roy and Rupa Ghosh as her only legal heirs and successors to her estate.
- (xiv) By a Deed of Transfer dated 26th day of August 2022, and registered with the office of the District Sub Registrar – II, Alipore and recorded in Book No. I, Volume No.1602-2022, Pages 396906 to 396932, being No. 160211467 for the year 2022, said Krishna Roy transferred conveyed released, surrendered, gifted assigned and assured all her right title interest in respect of the said Property in favour of



said Soumendra Nath Roy, Sreelekha Roy Choudhury alias Sukla Roy, Rina Basu Roy and Rupa Ghosh the Owners herein.

- (xv) Thus, by virtue of inheritance and also by virtue of the said Deed of Transfer said Soumendra Nath Roy, Sreelekha Roy Choudhury alias Sukla Roy, Rina Basu Roy and Rupa Ghosh the Owners herein became the joint and absolute Owners of, seized and possessed of and/or otherwise well and sufficiently entitled to the said Premises free from all encumbrances of every nature and kind.
- (xvi) The Owners above named presently are the recorded Owners of the said Premises as per the books and records of the Kolkata Municipal Corporation and paying taxes regularly and presently seized and possessed of and/or otherwise well and sufficiently entitled to the said Premises free from all encumbrances, charges, mortgages, liens, lis-pendens, injunction, status quo, occupancies, leases, tenancies, liabilities, acquisitions, requisitions, vesting, attachments, trusts of whatsoever nature.
- B. (i) The Owners were desirous of developing the said Premises by constructing a multi storeyed building upon demolition of the existing building thereat but due to their lack of expertise in construction of multi storeyed building and allied Act, Rules and Regulation they were in search for a responsible and reputable person who will take up all the responsibilities of development of the said Premises by constructing the proposed multi storeyed building as per the plan(s) sanctioned by the appropriate authority upon demolition of the existing building thereat at its own cost and expenses.
- (ii) Eventually a Development Agreement has been executed and registered by and between the Owners and the Promoter herein on the terms and conditions as settled in between the parties therein in connection with the said Premises. The said Development Agreement has been registered in the office of District Sub-Registrar-II, Alipore, and recorded in Book No 1, Volume No.1602-2022 at Pages from 397236 to 397293, Being No.160211476 for the year 2022.
- (iii) In view of the aforesaid Development Agreement, the Owners herein executed a Development Power of Attorney in favor of the Promoter herein. The said



Development Power of Attorney has been registered in the office of District Sub-Registrar-II, Alipore, and recorded in Book No I, Volume No.1602-2022 at Pages from 397579 to 397603, Being No.160211480 for the year 2022.

- C. The said Premises is earmarked for the purpose of building a commercial cum residential project comprising multistoried building containing self-contained Commercial, semi-Commercial and Residential units and parking spaces and other spaces and the said project shall be known as "**_JG AMAR KUTHI**" (Project);
- D. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title & interest of the Promoter and the Owners regarding the said Premises on which the 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 bearing registration no.;
- F. The Promoter has obtained the sanctioned plan being Building Plan No. 2023080005 dated 20th April, 2023 final layout plan, specifications and approvals for the Project and also for the apartment, building from the Kolkata Municipal Corporation. 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;
- 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/Building vide application no. _____ dated _____ and has been allotted **ALL THAT** the residential /commercial apartment no. _____ having carpet area of _____ square metre (equivalent to _____ square feet) along with exclusive balcony area of _____ square metre (equivalent to _____ square feet) more or less, (corresponding to super built-up area of _____ square metre (equivalent to _____ square feet) more or less] Type _____, altogether located on _____ floor along with One Covered Parking Space admeasuring _____ square metre (equivalent to _____ square

For J. G. DEVELOPMENT PVT. LTD.



Director

feet) more or less on the Ground floor TOGETHERWITH pro rata share in the common areas ("Common Area") as defined in clause (n) of section 2 of the Act (hereinafter referred to as the '**SAID APARTMENT**') and more particularly described in the **SECOND SCHEDULE** and the floor plan of the said Apartment is annexed hereto bordered in colour Red and forming an integral part of this Agreement for Sale.

The allottee hereby agrees with the Owner/Promoter that the Project Common Area dedicated in the Project shall be used exclusively by the allottee in the Project along with the Owner/Promoter for the unallotted apartments therein.

- I. The Parties have gone through the 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 that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications etc., applicable to the Project.
- K. It is recorded that the Allottee has taken inspection of the title deeds and documents of the Owners & Promoter relating to the said Premises particularly mentioned in the First Schedule hereunder written and has made himself/herself/themselves fully conversant with the contents thereof and have fully satisfied himself/herself/themselves as to the Owners' Title, the Promoter's right to build/construct the Project and sell and/or transfer the Promoter's Allocation of the said Project and the Allottee has accepted the title of the Owners and Promoter's right in the said Premises mentioned in the First Schedule hereunder written and shall not raise any question or objection with regard to the title of the Owners and rights & interest of the Promoter in the said Premises.
- L. The Parties, relying on the confirmations, representations and assurance 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.
- M. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and among the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment and the Open/ Covered Parking (if any) as specified in Clause '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:

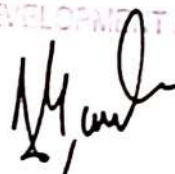
1.1 Subject to the terms and conditions as detailed in this Agreement, the Owner/Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase the Apartment as specified herein;

1.2 The total price for the apartment based on the Carpet area is Rs. _____ (Rupees _____ only) ("Total Price") with following break-up and description of the Total price which is as provided herein in the table below:

| | | |
|--------------------------|---|-------|
| Apartment no.: | Cost of Apartment (Rs.) | _____ |
| Type: | Cost of exclusive balcony | NA |
| Floor: | Cost of exclusive open terrace | NA |
| | Preferential location charge | NA |
| | Open/Covered parking (Rs.) | _____ |
| | Taxes (The Goods and Service Tax / any other tax as applicable) (Rs.) | _____ |
| TOTAL PRICE (Rs.) | | _____ |

Explanations:

For J. G. DEVELOPMENT PVT. LTD.



Director

- (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 Value Added Tax, Service Tax, GST, CGST, if any as per law, and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter) up to the date of handing over the possession of the Apartment;

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

- (iii) The Promoter shall periodically intimate to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
- (iv) The total price of the Apartment includes recovery of price of Apartment, construction of not only the Apartment but also the Common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, lift, water line and plumbing, finishing with putty, marbles, tiles, doors, windows, fire detection and fire fighting equipment in the common areas, and includes the cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project except the items mentioned in the Fourth Schedule;

- 1.3 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay due to increase in 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 demand

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Director

letter being raised on the Allottee, which shall only be applicable on the subsequent payments;

- 1.4 The Allottee shall make the payment as per payment plan set out in THIRD SCHEDULE ('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 at the rate of -----% () percent 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.
- 1.6 It is agreed that the Promoter shall not make any additions, alterations, in the sanctioned Building Plan, building design and specification (Specification of Construction fully mentioned in the FIFTH SCHEDULE), 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 as may be directed by the Architect and/or the competent authority;
- 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(45) 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 and owner Agrees and acknowledges that 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 the 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 Association/Body of allottees shall take over the Common Areas after issuance of the Completion Certificate by the competent authority;
- (iii) The computation of the price of the Apartment 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, lift, water line and plumbing, finishing with putty, marbles, tiles, doors, windows and specifications to be provided within the Apartment and the Project but except the items mentioned in the Fourth Schedule written hereunder;
- 1.9 It is made clear by the Promoter and the Allottee agrees that the Apartment along-with Parking (if any) shall be treated as a single indivisible unit for all purpose. 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 "**JG AMAR KUTHI**" 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 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

For J. G. DEVELOPMENT PVT. LTD.



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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.

- 1.12 The Allottee has paid a sum of Rs. (Rupeesonly) as booking amount towards the Total Price of the Apartment 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 or as may be demanded by the Promoter, within the time and in the manner specified in Payment Planas 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 specified in the Rules.

2. MODE OF PAYMENT:

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/demand draft or online payment (as applicable) in favour of ' _____ ' 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 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 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 part to comply with the applicable guidelines issued by the Reserve Bank of India, he may 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 accepts no responsibility in regards to matter specified in Clause 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.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS

The Allottee authorizes the Promoter to adjust/appropriate all payments made by him under any head(s) of dues against lawful outstanding of the Allottee against the Apartment, if any, in his name 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 and handing over the Apartment to the Allottee.

Timely payment of all the amounts payable by the Allottee under this Agreement (including the Total Price), is the essence of the contract. An intimation forwarded by the Promoter to the Allottee that a particular milestone of construction has been achieved shall be sufficient proof thereof. The Promoter demonstrating dispatch of such intimation to the address of the Allottee as stated at Clause 29 (*Notices*) hereunder shall be conclusive proof of service of such intimation by the Promoter upon the Allottee, and non-receipt thereof by the Allottee/s shall not be a plea or an excuse for non-payment of any amount or amounts.

6. CONSTRUCTION OF THE PROJECT/ APARTMENT:

The Allottee has seen the proposed layout plans, specifications, amenities and facilities of the Apartment and accepted the floor plan, payment plan, and the specifications, amenities and facilities which have been approved by the competent authority, as represented by the Promoter. Subject to the terms in this Agreement, the Promoter shall develop the Project in accordance with the said layout plans, floor plans, specifications, amenities and facilities.

7. POSSESSION OF THE APARTMENT

7.1 **Schedule for possession of the said Apartment:** The Owner/Promoter agrees and understands that timely delivery of possession of the Apartment to the Allottee is the essence of the Agreement for Sale. The Owner/Promoter based on sanction plan/s specification, assure to hand over possession of the apartment of in the project, Unit No. ----- on or before -----, unless there is delay or failure due to (**Force Majeure**). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Owner/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 Owner/Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Owner/Promoter shall refund to the Allottee the entire amount received by the Owner/Promoter from the allotment within 45 days from that date. After refund of the money paid by the Allottee, the Allottee agrees that he shall not have any rights, claims etc. against the Owner/Promoter and that the Owner/Promoter shall be released and discharged from all its obligations and liabilities under this Agreement. It is clarified that all amounts collected as GST and deposited with the appropriate authorities concerned shall not be returned by the Owner/Promoter and the allottee shall be free to approach the authorities concerned for refund of such GST.

- 7.2 **Procedure for taking possession:** The Promoter, upon obtaining the occupancy certificate/completion certificate 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 3 months from the date of issuance of such possession notice and the Owner/Promoter shall give possession of the Apartment to the allottee. The Owner/Promoter agrees and undertakes to indemnify the allottee in case of failure of fulfilment of any of the provisions, formalities, documentations on part of the Owner/Promoter. The Allottee agrees to bear and pay the maintenance charges as determined by Owner/Promoter/Association/Body of allottees as the case may be. The Owner/Promoter on its behalf shall offer the possession to the allottee in writing within 15 days of receiving the occupancy certificate of the respective unit/s, as the case may be of the project.
- 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. In case the Allottee fails to take possession within the time provided in Clause 7.2, such Allottee shall continue to be liable to pay maintenance charges as specified in Clause 7.2.
- 7.4 **Possession by the Allottee:** After obtaining the Occupancy Certificate/Completion 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/Body 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: 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 allotment. The balance amount of money paid by the Allottee shall be returned by the Owner/Promoter to the Allottee within 45 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 land, on which the project is being developed or has been developed, in the manner as provided under the Law 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 in accordance with the terms of this Agreement, duly completed by the date specified in Clause 7.1, the Promoter shall be liable, on demand to the allottees, in case the Allottee wishes to withdraw from the Project, to return the total amount received by him in respect of the Apartment, with interest at the rate prescribed in the relevant Act and Rules within 45 days of it becoming due.

Provided that where the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate prescribed in the relevant Act and 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 days of it becoming due.

Provided that where if the Allottee does not intend to withdraw from the Project, the Owner/Promoter shall pay the allottee interest at the rate specified in the Rules of the Act 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 Owner has absolute, clear and marketable title with respect to the said Premises; the requisite rights 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 or the Project;
- (iv) There are no litigations pending before any Court of law or Authority 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 Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter and the Owners have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the said Premises, Project and Apartment and common areas;
- (vi) The Promoter and the owners have 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/Owners have not entered into any agreement for sale and/or any other agreement / arrangement with any person or party which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) 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;
- (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;

For J. G. DEVELOPMENT PVT. LTD.



Director

- (xi) The Promoter/Owners have 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 expiry of the possession notice issued to the Allottee;
- (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 Premises) has been received by or served upon the Promoter in respect of the said Premises and/or the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES

- 9.1 Subject to the Force Majeure, the Promoter shall be considered under a condition of Default, in the events Promoter fails to provide ready to move in possession of the Apartment to the Allottee within the time period specified in Clause 7.1;
- 9.2 In case of Default by Promoter under the condition stated above, Allottee is entitled to the following:
 - (i) Stop making further payments to Promoter as demanded by the Promoter, and only after the Promoter correct the situation the Allottee shall be required to make the next payment without any interest; or
 - (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head (except Tax) whatsoever towards the purchase of the apartment, along with interest at the rate specified in the applicable Act and Rules within forty-five days of receiving the termination notice:

Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the Promoter, interest at the rate specified in the applicable Act and Rules on the amount paid to the Promoter by the Allottee (except Tax), for every month of delay till the handing over of the

For J. G. DEVELOPMENT PVT. LTD.



Director

possession of the Apartment, which shall be paid by the Promoter to the Allottee within 45 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 2 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 due unpaid amount at the rate prescribed in the applicable Act and Rules;
- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond 2 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 10% of the total consideration as mentioned in clause 1.2 and the interest liabilities and this Agreement shall thereupon stand terminated.

Provided that the Promoter shall intimate the Allottee about such termination at least 30 days prior to such termination.

It is further clarified that on and from the date of refund of the amount as mentioned in clause 9.2 and 9.3 above as the case may be this agreement shall stand cancelled automatically without any further reference or act from the Allottee and the Allottee shall have no right, title and/or interest on the Said Apartment, Parking Space (if any), Said Project or any part or portion thereof and the Allottee shall further not be entitled to claim any charge on the Said Apartment and/or any part thereof in any manner whatsoever ~~notwithstanding the fact that this agreement is being registered~~ and it is further to confirm and record that the Allottee shall not insist upon ~~registered~~ cancellation or challenge the fact of cancellation on the ground that such cancellation has not been separately recorded in any ~~registered~~ instrument. The effect of such termination shall be binding and conclusive on the Parties

Upon the termination of this Agreement, the Allottee shall have no claim of any nature whatsoever on the Promoter and/or the Said Apartment and the Promoter



shall be entitled to deal with and/or dispose of the Said Apartment at its discretion as it may deem fit and proper.

Notwithstanding any contrary provisions, it is expressly agreed that no refund to the Allottee shall, under any circumstances whatsoever, be made of any amount paid by the Allottee on account of Legal Fees/Charges, Taxes and/or stamp duty and registration charges incurred by the Allottee. The Allottee shall, at his own costs and expenses, execute all necessary documents required by the Promoter in this regard.

10. CONVEYANCE OF THE SAID APARTMENT

The Promoter, on receipt of Total Price of the Apartment and all other sums due under this Agreement from the Allottee, shall execute the conveyance deed and convey the title of the Apartment together with proportionate indivisible share in the Common Areas within 3 (three) months from the date of issuance of the Occupancy Certificate/Completion Certificate, as the case may be, to the Allottee. However, in case the Allottee fails to deposit the stamp duty, registration charges and all other incidental and legal expenses within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his favour till payment of stamp duty, registration charges and legal expenses to the Promoter is made by the Allottee.

- 10.1 **Nomination by Allottee with Consent:** The Allottee may only after a period of 12 months from the date of execution of this agreement and/or before execution and registration of Conveyance deed of the Said Apartment, the Allottee shall be entitled to nominate or assign the Allottee's right, title, interest and obligations under this Agreement on payment of 5% (five percent) of the Market price in respect of the Said Apartment and Parking Space (if any) as may be prevailing at that time (to be determined by the Promoter) plus the amount of applicable taxes as nomination charge to the Promoter subject to the covenant by the nominee that the nominee shall strictly adhere to the terms of this Agreement and shall obtain prior written permission of the Promoter and that the Allottee and the nominee shall be bound to enter into a tripartite agreement with the Promoter and the additional stamp duty and additional registration expenses, if any shall be borne by the Allottee and/or the

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For J. G. DEVELOPMENT PVT. LTD.



Director

Allottee's nominee.

- 10.2 **No Nomination Charges for Parent, Spouse and Children:** Subject to the approval and acceptance of the Promoter **and subject to** the above conditions, the Allottee shall be entitled to nominate and assign the Allottee's right, title and interest and obligations under this Agreement to parent, spouse and children, without payment of the aforesaid nomination charge.

11. MAINTENANCE OF THE SAID APARTMENT / BUILDING / PROJECT

Notwithstanding anything contrary contained herein or any other Act, Rules and Regulation, post issuance of completion certificate, it shall be the liability of the Allottee to bear and pay monthly proportionate common expenses for the maintenance and upkeep the common areas and facilities including the salary of *durwan*/caretaker, common electric expenses, etc. and it has been mutually and expressly agreed and recorded herein that post issuance of completion certificate the Promoter shall never be responsible for such maintenance and upkeep.

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 issuance of Completion Certificate or handing over possession, whichever is earlier, it shall be the duty of the Promoter to rectify such defects without further charge.

- 12.1 **Decision of Architect Final:** If any structural work or any other workmanship in the Said Apartment is claimed to be defective by the Allottee, at the time of possession or within a period of 5 years from the date of issuance of Completion Certificate or handing over of possession of the said Apartment, whichever is earlier, the matter shall be referred to the Architect and the decision of the Architect shall be final and binding on the Parties. If directed by the Architect, the Promoter shall at its own costs remove the defects.



- 12.2 **Default and/or negligence of the Allottee:** It is clarified that the Promoter shall not be liable for any such defects if the same have been caused by reason of the default and/or negligence of the Allottee and/or any other Allottee in the Said Project or acts of third party (ies) or on account of any force majeure events including on account of any repairs / redecoration / any other work undertaken by the Allottee and/or any other Allottee/person in the Said Apartment or in the Said Project. The Allottee is/are aware that the Said Building is a monolithic structure and any change(s), alteration(s) including breaking of walls or any structural members or the construction of any new wall or structural member may adversely impact the Said Building at various places or in its entirety and hence any change(s) or alteration(s) as mentioned hereinabove will result in immediate cessation of the Promoter's obligation to rectify any defect(s) as mentioned in this Clause and the Allottee and/or the Association/Body of Allottee shall have no claim(s) of any nature whatsoever against the Promoter in this regard.

13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS

The Promoter / maintenance agency /Association/Body 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 Promoter/Association/Body 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.

14. USAGE

Use of 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 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 in any manner whatsoever, other than those earmarked as parking



spaces, and the same shall be reserved for use by the Promoter/Association/Body of allottees for rendering maintenance services.

15. COMPLIANCE WITH RESPECT TO THE APARTMENT:

- 15.1 Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment at his own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.
- 15.2 The Allottee further undertakes, assures and guarantees that he 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 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.
- 15.3 The Allottee will not use the said Apartment in such manner or commit any act, which may in any manner cause nuisance or annoyance to the other Allottee(s) of the Project.
- 15.4 The Allottee will not use the said Apartment or permit the same to be used for any purpose other than the purpose for which it is being constructed i.e. Residential purpose.



- 15.5 The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the Association/Body of allottees and/or maintenance agency appointed by Association/Body of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- 15.6 The Allottee shall not violate any of the rules and/or regulations laid down by the Promoter/the Association/Body of allottees for use of the Common Areas.
- 15.7 The Allottee shall co-operate in the management and maintenance of the Said Project including the common portions and facilities thereat by the Promoter/the Association/Body of allottees.
- 15.8 The Allottee shall observe the rules as may from time to time be framed by the Promoter/the Association/Body of allottees for the beneficial common use and enjoyment of the Common Areas at the Said Project.
- 15.9 The Allottee shall be obliged to draw electric lines/wires, television cables, broadband data cables and telephone cables to the Said Apartment only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Promoter or to the other Project Co-Owners. The main electric meter shall be installed only at the common meter space in the Said Project. The Allottee shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion and outside walls of the Said Project save in the manner as be indicated by the Promoter/the Association/Body of allottees.
- 15.10 The Allottee shall not put up or affix any sign board, name plate or other similar things or articles in the Common Areas or outside walls of the Said Apartment/Said Project save at the place or places provided therefor provided that this shall not prevent the Allottee from displaying a standardized name plate outside the main door of the Said Apartment.
- 15.11 The Allottee shall not keep any heavy articles or things that are likely to damage the floors or install or operate any machine or equipment save the usual home appliances.

Director

15.12 In case the Allottee, with the prior written consent of the Promoter, obtains any housing loan or finance to pay the Total Price or any portion of it, envisaged herein, the same shall be subject to the terms and conditions of this Agreement and the entire obligation or liability in respect of the same shall be that of the Allottee alone. The bank/financial institution providing housing loan or finance to the Allottee shall be required to disburse/pay all amounts due and payable to the Promoter under this Agreement and in no event the Promoter shall assume any liability and/or responsibility for any loan and/or financial assistance which may be obtained by the Allottee from such bank/ financial institution.

16. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE

The Parties are entering into this Agreement for the allotment of an Apartment and Parking Space (if any) with the full knowledge of all laws, rules, regulations, notifications applicable to the Apartment & Project.

17. ADDITIONAL CONSTRUCTIONS

The Project shall be constructed as per the Plan sanctioned by the Authority and the Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project without the approval of the Architect or the competent Authority as the case may be, except for as provided herein.

18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE

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

The Allottee hereby agrees and acknowledges that the Promoter shall be entitled to create, of its own and without any further action or consent, mortgage or charge or



encumbrances over the Said Project for the purposes of obtaining lending/ financing/ guarantees or for anything pertaining to development/construction of the Project from any Bank and/or Financial Institutions and/or Housing Finance Companies and/or Non-Banking Financial Companies (NBFCs) as may from time to time be required for carrying out and completing the Project. The Promoter is hereby authorized to execute and register all documents/ agreements/ letters/ undertakings that may be required for any such lending/ financing or mortgages/ charges/ encumbrance including giving any undertaking and/or no objection for and on behalf of the Allottee including submitting the original title deeds with respect to the said Premises with the lenders for that purpose. The Promoter shall keep the Allottee as also the said Premises absolutely indemnified and harmless against repayment of the loans and advances including interest of the Banks and/or Financial Institutions and/or Housing Finance Companies and/or Non-Banking Financial Companies (NBFCs).

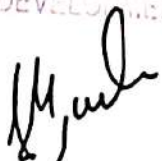
19. APARTMENT OWNERSHIP ACT

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.

The Promoter has also assured that it shall enable the formation of Association that may be formed under the West Bengal Apartment Ownership Act, 1972 **OR** shall enable the formation of a Body of the allottees of the apartments in the Project and the Allottee hereby agrees to become a member of such Association/Body for the Project and to sign, execute and register all documents required within the stipulated times for formation of the Association/Body and for its running and administration as and when asked by the Promoter and the same without any demur or delay. The Allottee shall be required to pay to the Promoter as and when demanded the proportionate costs of formation and operationalization of the Association/Body without any demur and/or delay.

20. 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 Registration Office 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 concerned 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 shall be returned to the Allottee, without any interest or compensation whatsoever, after deducting the Booking Amount of Said Apartment and Parking Space (if any) and applicable taxes alongwith any interest liabilities of the Allottee to the Promoter.

21. 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.

22. RIGHT TO AMEND

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

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

For J. G. DEVELOPMENT PVT. LTD.



Director

24. WAIVER NOT A LIMITATION TO ENFORCE

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

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

25. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under any 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 such applicable law, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

26. 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.

27. FURTHER ASSURANCES

For J. G. DEVELOPMENT PVT. LTD.



Director

All the 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.

28. 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 among the Owners, Promoter and the Allottee, in Kolkata after the Agreement is duly executed by the Allottee and the Promoter & Owners or simultaneously with the execution the said Agreement shall be registered at the office of the concerned Registration Office.

29. 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.

For J. G. DEVELOPMENT PVT. LTD.



Director

30. 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.

31. SAVINGS

Any application letter, allotment letter, agreement or any other document signed by the Allottee in respect of the Apartment prior to the execution and registration of this Agreement for Sale for such apartment shall not be construed to limit the rights and interest of the Allottee under the Agreement for Sale.

32. GOVERNING LAW

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

33. DISPUTE RESOLUTION

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

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

34. Taxes:

- i. All prices, rates, fees and charges etc. mentioned in this Agreement for sale are exclusive of any applicable taxes, cess, duties, levies etc. (both



present and future) imposed by any appropriate authority (ies) which shall be payable separately by the Allottee.

- ii. Under the Income Tax Act and/or Rules framed thereunder, in case the consideration/price of any Apartment is more than Rs. 50 lacs, then and in such event, the Allottee of such Apartment shall be required to deduct tax from the payment to be made to the Promoter at the applicable rates as prescribed in the Act and/or the rules and shall also be required to deposit the tax so deducted with such authority and in such manner as may be so prescribed and the Allottee will also be under obligation to give the Promoter the certificate for the amount of tax so deducted and deposited by the Allottee in such form and in such manner and containing such particulars as may be prescribed under the Income Tax Act and/or the rules framed thereunder.

35. MISCELLANEOUS

- i. The Promoter, at its discretion, may or may not construct several units/shops for commercial use in the Said Project and for transferring the same to the intending allottees at such price and on such terms and conditions which the Promoter may deem fit and proper. The allottees of the commercial units shall be entitled to enjoy the facilities and conveniences of the Said Project including the Common Areas as may be decided by the Promoter at its sole discretion. The Allottee hereby agrees and accepts the same unconditionally and shall not, under any circumstances, raise any objection or hindrance thereto.
- ii. Allotment of the Parking Spaces shall be done by the Promoter in favour of the allottees of the residential portion of the Said Project, allottees of the commercial portion of the Said Project and/or to any third party/person for its independent use on the terms and conditions and in the manner as it may in its sole discretion deem fit and proper and the Allottee shall not raise any objection to the same. Unsold parking space(s) at all times, if any, shall continue to remain the property and in possession of the Promoter and the Promoter reserves the right to allot/transfer such unsold parking space(s) to any person for its independent use on the terms and conditions and in the manner as it may in its sole discretion deem fit and proper.



- iii. The Allottee has no objection nor will at any time be entitled to raise any objection to any hoardings, neon sign, billboards, advertisements, signage (of any size and constructed of any material and the same, with or without illumination) of the brand name "J G" (**Said Signage**) of the Promoter being erected on the roof and/or the parapet walls and/or the facade of the Said Project and also the boundary walls of the Said Project. The space for the Said Signage shall be deemed to have been excluded out of the subject matter of sale and shall always belong to the Promoter. The Promoter shall maintain the Said Signage at its own cost and in this regard, the Facility Manager/Association/Body, shall have no connection with such maintenance. If the Said Signage is illuminated, the Promoter shall bear the charges for actual electricity consumed for illumination on the basis of a separate meter specifically installed for this purpose. Neither the Allottee nor the Allottee's successor-in-interest shall at any time do any act, deed or thing which hinders the absolute and unfettered right of the Promoter to put up the Said Signage and enjoy the benefits of the Said Signage. It is clarified that for the purpose of maintaining and managing of the Said Signage, the Promoter and/or the men and agents of the Promoter shall have the right of access to the areas in which the Said Signage are constructed and/or installed and the Promoter shall also be entitled to use all common areas and amenities of the Project for the purpose of managing and maintaining the said signage and the same without any obstruction or hindrance either from the Allottee or the Facility Manager for all times to come. The Allottee further agrees not to use the name/mark "J G" in any form or manner, in any medium (real or virtual), for any purpose or reason whatsoever save and except for the purpose of address of the Said Apartment and if the Allottee does so, the Allottee shall be liable to pay damages to the Promoter and shall further be liable for prosecution for use of such mark.
- iv. The Allottee agree, declare and confirm that the right, title and interest of the Allottee is and shall be confined only to the Said Apartment and Parking Space (if any) and that the Promoter shall at all times be entitled to deal with and dispose of all other Apartments, commercial units/shops, parking spaces and proportionate land share of the Said Premises in favour of third parties at its sole discretion, which the Allottee hereby accepts and to which the Allottee, under no circumstances, shall be entitled to raise any objection.

For J. G. DEVELOPMENT PVT. LTD.



Director

- v. The Allottee upon perusal of the applicable Acts, Rules and Regulations and other terms and conditions of this Agreement hereby specifically agree, declare and confirm that notwithstanding anything contained in this Agreement, the Allottee has no objection and shall under no circumstances have any objection to the Promoter granting all forms of unfettered and perpetual proportionate right of use over the Common Areas to third parties. The Allottee further declare and confirm that in consideration of the Promoter agreeing to sell the Said Apartment and Parking Space (if any) in favour of the Allottee, the Allottee has agreed and accepted the above terms and conditions and also that the Promoter and its successors-in-interest/title shall have unfettered and perpetual easements over, under and above all Common Areas including roads, passages and all open spaces in the Said Project and no further written consent by the Allottee shall be required for the same, in pursuance of the Act or otherwise.

For J. G. DEVELOPMENT PVT. LTD.



Director

FIRST SCHEDULE

[SAID PREMISES]

ALL THAT the piece and parcel of land measuring about 5 Cottah 11 Chitak 39 Sq.ft be the same a little more or less **TOGETHER WITH** a proposed Multistoried Building to be constructed thereon, situate lying at and being Premises No 40, Mahanirban Road, having Assessee Nos. 110851300569 within the limits of Ward No 85 of the Kolkata Municipal Corporation, Kolkata-700029 under Police Station Gariahat in the District of South 24-Parganas, Sub-Registration Office Alipore **AND** delineated in the map or plan annexed herewith thereon bordered "**RED**" and the land is butted and bounded in the manner following, that is to say:-

On the **NORTH** : By Premises No. 39, Mahanirban Road;

On the **EAST** : By Premises No. 29A & 29B, Hindusthan Road and common passage of 29A & 29B, Hindusthan Road;

On the **SOUTH** : By Premises No. 139A & 139B, Rashbehari Avenue;



On the **WEST** : By Mahanirban Road.

OR HOWSOEVER OTHERWISE the same now are or is or heretofore were or was butted bounded called known numbered described or distinguished.

SECOND SCHEDULE

(SAID APARTMENT)

ALL THAT the 3 BHK, **Residential Unit No. 2A** on the **2nd** floor having **Carpet Area** of **927 Square Feet** corresponding **Super Built-up area** of **1472 Square Feet** more or less and **One** Covered Car Parking Space on the Ground Floor measuring about **135 Square Feet** more or less lying and situated in the proposed Multistoried Building standing on the said Premises together with undivided proportionate impartible share or interest in the **SAID PREMISES** described in the **FIRST SCHEDULE** hereinabove written along with right of user of the common areas and facilities in common with other co-owners of the said building described in the **FIFTH SCHEDULE** and clearly demarcated by **RED** border in the plan annexed hereto forming an integral part of this Deed.

THIRD SCHEDULE

(PAYMENT PLAN)

| | Particulars | Amount (Rs.) |
|--|-------------|--------------|
|--|-------------|--------------|

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For J. G. DEVELOPMENT PVT. LTD.



Director

| | | |
|----|---|------------------|
| 1. | 42% within one day from the date of execution of this Agreement | Rs. _____ |
| 2. | 20% after completion of casting of foundation | Rs. _____ |
| 3. | 20% after completion of roof casting | Rs. _____ |
| 4. | 18% on or before Possession of the Apartment or registration of the Deed of Conveyance, whichever is earlier | Rs. _____ |
| 5. | Extra & Deposits as mentioned bellow under the head of EXTRAS AND DEPOSITS on or before Possession of the Apartment or registration of the Deed of Conveyance, whichever is earlier | Rs. _____ |
| | TOTAL | Rs. _____ |

**FOURTH SCHEDULE
(EXTRAS & DEPOSITS)**

To be paid in addition to the Total Price mentioned herein

| Particulars | Amount (Rs.) |
|---|-------------------|
| CESC TRANSFORMER CHARGES WITH DEPOSIT | _____ |
| CESC SECURITY CHARGES (OTHER THAN THE SECURITY DEPOSIT) | AS BILLED BY CESC |
| GENERATOR INSTALLATION & USAGE (@50/Sq.ft on Carpet Area/Super Built up Area) | _____ |

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For J. G. DEVELOPMENT PVT. LTD.



Director

| | |
|--|---|
| ADVANCE MAINTENANCE CHARGES | NIL |
| WATER FILTRATION CHARGES | |
| | |
| INTERCOM INSTALLATION CHARGES | |
| CCTV INSTALLATION CHARGES | |
| DOCUMENTATION/LAWYER CHARGES (@30/Sq.ft on Carpet Area) | _____ |
| ASSOCIATION/BODY OF ALLOTTEES FORMATION FEES | To be provided as and when demanded by the Promoter |
| MISCELLANEOUS REGISTRATION CHARGES (OTHER THAN STAMP DUTY AND REGISTRATION FEES) | To be paid by the allottee directly |
| OTHER DEPOSITS | |
| OTHER COSTS | |
| OTHER CHARGES | |
| GST (@18% | _____ |
| TOTAL | _____ |

THE FIFTH SCHEDULE
(Common Areas and Facilities)

For J. G. DEVELOPMENT PVT. LTD.,



Director

1. The entire Land of the said Premises
2. Staircases, Lift(s), lifts shafts, Staircase & Lift Lobbies, Fire escapes, Common entrance & exit of the Building
3. The Ultimate Roof, Open areas and common storage spaces
4. Room for *darwan*/security guard
5. Room for Community Service / Community service Personnel
6. Installations of central services such as electricity, water & sanitary, system for water conservation and renewable energy
7. Paths passages and open spaces in the new building other than those reserved by the Promoter for its own use for any purpose and those meant or earmarked or intended to be reserved for parking of motor cars or marked by the Promoter for use of any other Co-owner of any Apartment / Unit in the building.
8. Stand-by diesel generator set of reputed make of sufficient capacity for lighting the lights at the common areas for operation of lift and pump.
9. Concealed Electrical wiring and fittings and fixtures for lighting the staircases, lobby and landings and operating the lift and separate electric meter/s and meter room in the ground floor of the new building.
10. Water pump with motor and with water supply pipes to overhead water tank and with distribution pipes there from connection to different Apartments and all apparatus connected with installations for common use.
11. Underground water reservoir for municipal water with a pull on pumps installed thereat for the new building.
12. Water waste and sewerage evacuation pipes from the Units to drains and sewers common to the new building and from the building to the municipal drain.
13. Common Bathroom with W.C. and common toilet in ground floor of the building.
14. Boundary Walls.

THE SIXTH SCHEDULE

(Specification of Construction).

1. Structure: RCC frame structure



2. Walls: AAC BLOCK work, internal surface plaster finished with putty, external surface 20mm plaster with water proofing compound, finished with external texture paint.
3. Doors: Front door: Teak wood frame, internal doors including kitchen and bathrooms: *Salwood* frames and laminated flush door shutters.
4. Windows: UPVC/Aluminum windows
5. Kitchen: Anti-skid vitrified Tiles on floors, Wall finished with tiles up-to 7 feet, rest portion finished with plaster and putty, granite kitchen Counter, high end Stainless Steel sink.
6. Toilet: White European wall mounted W.C and Basin of high end make (e.g. Kohler, jaquar/bravat), Glass Mirror, Towel Rod with necessary fittings & Fixtures; 7ft wall vitrified tiles.
7. Flooring: marble slab/ laminated floor//Vitrified Floor Tiles of high quality.
8. Electricals: Conceal wiring with copper wire of IS make. Adequate light and fan points in each room, toilet and kitchen. AC point in all bedrooms, living and dining room. Required TV, extra plug points, computer points, geyser, washing machine, water purifier, microwave, fridge, oven points as required for modern living. All plugs and switches to be of standard IS make (e.g. L&T, Havells, Anchor, GM, Mescab). Without any fittings and fixtures.
9. Water Supply: Underground reservoir, pump and overhead tank.
10. Plumbing: Internal concealed plumbing
11. Roof: Skid concrete with water proofing treatment.
12. Stairs: Indian Patent Stone Flooring; MS railing
13. Fittings & Fixtures to be provided in the New Buildings
14. Exterior Elevation: To be designed by the architect, finished with suitable exterior texture paint.

All above costs shall be borne by the Promoter. Each Apartment/Unit shall have a separate C.E.S.C. meter whose cost will be borne by the Allottees. No fixtures of any kind such as Fan, Bulb, Regulator, Exhaust Fan etc will be supplied by the Promoter.

For J. G. DEVELOPMENT PVT. LTD.



Director

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

SIGNED SEALED AND DELIVERED by the
within named **OWNERS** at **Kolkata** in the
presence of

SIGNED SEALED AND DELIVERED by the
within named **PROMOTER** at **Kolkata** in the
presence of:

SIGNED SEALED AND DELIVERED by the
within named **ALLOTTEE** at **Kolkata** in the
presence of:

For J. G. DEVELOPMENT PVT. LTD.



Director

RECEIPT AND MEMO OF CONSIDERATION:

RECEIVED of and from the within named Allottee the within mentioned sum of Rs _____ / (Rupees _____) only being the booking amount as per memo written herein below:

MEMO OF CONSIDERATION

| Date | D.D. No. | Bank Name and Branch | Amount |
|------|----------|----------------------|--------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | TOTAL : | |

(RUPEES _____ ONLY).

In presence of:

WITNESSES:

1.



Signature of the Promoter

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For J. G. DEVELOPMENT PVT. LTD.



Director

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[illegible]

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Director