

AGREEMENT FOR SALE

This Agreement for Sale ("**Agreement**") executed on this
_____ day of _____, 2026, **BY AND BETWEEN**

M/S. EKDANTAYA PROPERTIES, (PAN: AALFE7296F), (DOI: 29/11/2024), a partnership firm, constituted under the provisions of the Indian Partnership Act 1932, having its office at 67 Amherst Street, Post Office: Raja Ram Mohan Sarani, Police Station: Amherst Street, Kolkata-700009, being represented by its Partners, **(1) SMT. NIKITA JAISWAL**, (PAN: AWGPJ5116J), (DOB: 26/05/1993) (AADHAAR NO: 3576-2339-4482), daughter of Sri Jayant Jaiswal alias Jayant Kumar Jaiswal, by nationality Indian, by faith Hindu, by occupation Business, residing at 67 Amherst Street, Post Office: Raja Ram Mohan Sarani, Police Station: Amherst Street, Kolkata-700009 and **(2) SMT. KARINA SINGH GUPTA**, (PAN: KNXPS8159A), (DOB: 07/07/2000), (AADHAAR NO: 5737-0794-7319), (Mobile: 6290166118), daughter of Sri Pradip Singh and wife of Sri Jayanta Gupta, by nationality Indian, by faith Hindu, by occupation Business, residing at 47 Pathuria Ghat Street, Post Office: Beadon Street, Police Station: Joranagan, Kolkata-700006, West Bengal, India, hereinafter called and referred to as the "**VENDOR-CUM-DEVELOPER**" (which expression shall unless repugnant to the context or meaning thereof shall include its successors-in-office and/or permitted assigns) of the **ONE PART**.

AND

(1) SRI _____, (PAN: _____), (DOB: _____), (AADHAAR NO: _____), by nationality Indian, by faith Hindu, by occupation _____, residing at _____, Post Office: _____, Police Station: _____, PIN- _____, District _____, State of _____ and **(2) SMT.** _____, (PAN: _____), (DOB: _____), (AADHAAR NO: _____), by nationality Indian, by faith Hindu, by occupation _____, residing at _____, Post Office: _____, Police Station: _____, PIN- _____, District _____, West Bengal, hereinafter collectively called the "**ALLOTTEE**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-office and permitted assignees) of the **OTHER PART**.

The Vendor-Cum-Developer and Allottee shall hereinafter collectively be referred to as the "**PARTIES**" and individually as a "**PARTY**".

WHEREAS:

1. (1) Sri Kalipada Kundu and (2) Sri Purna Chandra Kundu, by way of a Deed of Sale in Bengali language (kobala) dated 11th October 1915 registered in the Office of the District Registrar, Alipore, District 24 Parganas (now District South 24 Parganas) and recorded in

Book-I, Volume No. 37, at Pages 269 to 276, being Deed No. 03002 for the year 1915, sold, conveyed and transferred in favour of one Sri Tinkary Chaudhary **ALL THAT** piece and parcel of land measuring 03 (three) cottahs, more or less, **TOGETHER WITH** a three storeyed residential building constructed thereon, measuring a built-up area/covered area of 4,558 square feet, more or less, [out of which the **(a)** the Ground Floor, measuring a built-up area/covered area of 1,668 square feet, more or less, **(b)** the First Floor, measuring a built-up area of 1,624 square feet, more or less, and **(c)** the Second Floor, measuring a built-up area of 1,266 square feet, more or less,], comprised in Mouza Garpar, Touzi No. 1298/2833, Dihi Panchannagram, Taloq No. 835, Division III, Sub-Division 22, Holding No. 157 (formerly 104), situated and lying at Municipal Premises No. 20 Pitambar Bhattacharjee Lane, Kolkata-700009, Police Station: Narkeldanga (previously Beliaghata), within the limits of Ward No. 028 and Borough No. IV of the Kolkata Municipal Corporation, Sub-Registration Office Sealdah, District South 24 Parganas, West Bengal (hereinafter referred as "**SAID PREMISES**"), morefully described in the **FIRST SCHEDULE** hereunder.

2. The said Sri Tinkary Chaudhary, a Hindu then governed by the personal laws of the Hindus, died intestate on 26th August 1926, leaving behind him, survived by his wife, Smt. Binodini Chaudhurani along with six sons, (1) Sri Shyama Prosad Chaudhury (2) Sri Rama Prosad Chaudhary (3) Sri Sakti Prosad Chaudhary (4) Sri Sibani Prosad Chaudhury (5) Sri Sabasana Prosad Chaudhury and (6) Sri Sarbani Prosad Chaudhury, as his legal heiress and heirs, wherein only the said six sons of Late Tinkary Chaudhary jointly and equally inherited all right, title and interest of their father, Late Tinkary Chaudhary, in respect of the Said Premises, each having an undivided 1/6th (one-sixth) share and/or interest therein, as per then personal laws of the Hindus.
3. Thereafter, the aforesaid six sons Late Tinkary Chaudhary, i.e. (1) Sri Shyama Prosad Chaudhury (2) Sri Rama Prosad Chaudhary (3) Sri Sakti Prosad Chaudhary (4) Sri Sibani Prosad Chaudhury (5) Sri Sabasana Prosad Chaudhury and (6) Sri Sarbani Prosad Chaudhury executed a Deed of Partition in Bengali language (Bantannama) dated 16th October 1933 registered in the Office of the District Registrar, Alipore, District 24 Parganas (now District South 24 Parganas) and recorded in Book-I, Volume No. 95, at Pages 01 to 63, being Deed No. 04116 for the year 1933 (hereinafter referred as the "**Partition Deed**"), wherein they caused the estate of Late Tinkary Chaudhary partitioned by metes and bounds and the said (1) Smt. Binodini Chaudhurani (2) Sri Shyama Prosad Chaudhury (3) Sri Sabasana Prosad Chaudhury and (4) Sri Sarbani Prosad Chaudhury were allotted

the entirety of the Said Premises to the exclusion of the remaining legal heirs of Late Tinkary Chaudhary, the same being (1) Sri Rama Prosad Chaudhary (2) Sri Sakti Prosad Chaudhary and (3) Sri Sibani Prosad Chaudhury. The said Partition Deed further contemplated that in the event of demise of Smt. Binodini Chaudhurani, her undivided share and/or interest in the Said Premises shall devolve upon her said three sons, (1) Sri Shyama Prosad Chaudhury (2) Sri Sabasana Prosad Chaudhury and (3) Sri Sarbani Prosad Chaudhury.

4. The said Smt. Binodini Chaudhurani died on 28th September 1939 and upon her demise, her undivided share and/or interest in the Said Premises devolved upon her said three sons, (1) Sri Shyama Prosad Chaudhury (2) Sri Sabasana Prosad Chaudhury and (3) Sri Sarbani Prosad Chaudhury, who became the joint and absolute owners of the entirety of the Said Premises, each having an undivided 1/3rd (one-third) share and/or interest therein, in terms with the Partition Deed.
5. Consequently, the said (1) Sri Shyama Prosad Chaudhury (2) Sri Sabasana Prosad Chaudhury and (3) Sri Sarbani Prosad Chaudhury, as vendors therein, along with the consent and concurrence of (1) Sri Rama Prosad Chaudhury (2) Sri Sakti Prosad Chaudhury and (3) Sibani Prosad Chaudhury, joining as confirming parties therein, by way of an Indenture of Conveyance dated 23rd January 1942 registered in the Office of the Sub-Registrar, Sealdah, District 24 Parganas and recorded in Book-I, Volume No. 02, at Pages 223 to 236, being Deed No. 00098 for the year 1942, sold, conveyed and transferred in favour of (1) Sri Mohini Mohon Chakrabarti (2) Sri Nirmal Chandra Chakrabarti and (3) Sri Santosh Kumar Chakrabarty, all sons of Late Murari Mohan Chakrabarty alias Murari Mohan Chakraborty, the entirety of the Said Premises, for the sale consideration mentioned therein, each of the said (1) Sri Mohini Mohon Chakrabarti (2) Sri Nirmal Chandra Chakrabarti and (3) Sri Santosh Kumar Chakrabarty having their respective undivided 1/3rd (one-third) share and/or interest in the Said Premises.
6. The said Sri Santosh Kumar Chakrabarty, a Hindu governed by the Dayabhaga School of Hindu Law died intestate without having any children on 04th May 1984, leaving behind him, survived by his wife, Smt. Renu Chakrabarty, who solely inherited all right, title and interest in respect of her husband, Late Santosh Kumar Chakrabarty, in respect of his undivided 1/3rd (one-third) share and/or interest in the Said Premises, as per the Hindu Succession Act 1956. Late Santosh Kumar Chakrabarty' father Late Murari Mohan

Chakrabarty alias Murari Mohan Chakraborty and his mother, both having predeceased him.

7. Smt. Renu Chakrabarty, a Hindu governed by the Dayabhaga School of Hindu Law died testate on 08th September 1992 after making and publishing her last Will and Testament dated 18th August 1990, wherein she made bequest in respect of her undivided 1/3rd (one-third) share and/or interest in the Said Premises in favour of her husband's sister's sons or sons of her sister-in-law or nephews, (1) Sri Ashok Ganguly alias Ashok Kumar Ganguly and (2) Sri Arun Ganguly alias Arun Kumar Ganguly, who were appointed as the joint executors, and joint beneficiaries in respect of the undivided 1/3rd (one-third) share and/or interest in the Said Premises.
8. The said Sri Ashok Ganguly alias Ashok Kumar Ganguly, as one of the appointed Executor of the aforesaid Will and Testament dated 18th August 1990 executed by his aunt, Late Renu Chakrabarty obtained an Order of Probate against the said Will and Testament dated 18th August 1990, vide Act 39 Case No. 27 of 1994 from the Ld. Court of the District Delegate at Alipore, District 24 Parganas and thereby became the sole and absolute owners in respect of an undivided 1/6th (one-sixth) share and/or interest in the Said Premises, out of the undivided 1/3rd (one-third) share and/or interest of his aunt, Late Renu Chakrabarty.
9. The said Sri Mohini Mohon Chakrabarti, a Hindu governed by the Dayabhaga School of Hindu Law died testate on 21st July 1988 after making and publishing his Last Will and Testament dated 15th March 1981, wherein he inter alia made bequest of his undivided 1/3rd (one-third) share and/or interest in the Said Premises, in favour of his wife, Smt. Rekha Chakraborty, as the sole beneficiary to his Last Will and Testament dated 15th March 1981 subject to his own life interest therein and the said Sri Mohini Mohon Chakrabarti also appointed his two sons, (1) Sri Kisor Kumar Chakrabarti alias Kisor Chakrabarti and (2) Sri Mukul Chakrabarty alias Mukul Chakraborty, as the Executors of his Last Will and Testament dated 15th March 1981.
10. The said Sri Nirmal Chandra Chakrabarti, a Hindu governed by the Dayabhaga School of Hindu Law died intestate on 26th February 2005 as a bachelor, leaving behind him, survived by his four nephews (1) Sri Kisor Kumar Chakrabarti alias Kisor Chakrabarti (2) Sri Mukul Chakrabarty alias Mukul Chakraborty (3) Sri Chandan Chakraborty and (4) Sri Malay Chakrabarti along with her only niece, Smt. Jayasri Chatterji (hereinafter collectively referred as "**Said Owners**"), as his only legal heirs and heiress, who jointly and equally inherited all right, title and interest of their paternal uncle, Late Nirmal Chandra

Chakrabarti, in respect his undivided 1/3rd (one-third) share and/or interest in the Said Premises, each having an undivided 1/15th (one-fifteenth) share and/or interest in the Said Premises, as per Class-II legal heirs and heiress under the Hindu Succession Act 1956. Late Nirmal Chandra Chakrabarti's father Late Murari Mohan Chakrabarty alias Murari Mohan Chakraborty and his mother, both having predeceased him and Late Nirmal Chandra Chakrabarti's two brothers, Late Santosh Kumar Chakrabarty having predeceased him on 04th May 1984 and his brother, Late Mohini Mohon Chakrabarti having predeceased him on 21st July 1988.

11. Consequent to the demise of Late Mohini Mohon Chakrabarti, his two sons, the said (1) Sri Kisor Kumar Chakrabarti alias Kisor Chakrabarti and (2) Sri Mukul Chakrabarty alias Mukul Chakraborty, as the Executors of his Last Will and Testament dated 15th March 1981 applied for an Order for Grant of Probate vide P.L.A. No. 66 of 2023 before the Testamentary and Intestate Jurisdiction of the Hon'ble High Court at Calcutta and obtained an Order of Probate from the Hon'ble High Court at Calcutta on 16th December 2023 and in terms of the said Last Will and Testament dated 15th March 1981 of Late Mohini Mohon Chakrabarti, his wife, Smt. Rekha Chakraborty, as the sole beneficiary therein, became the sole and absolute owner in respect of an undivided 1/3rd (one-third) share and/or interest in the Said Premises.
12. The said Smt. Rekha Chakraborty, wife of Late Mohini Mohon Chakrabarti, a Hindu governed by the Dayabhaga School of Hindu Law died intestate on 24th January 2021, leaving behind her, survived his four sons (1) Sri Kisor Kumar Chakrabarti alias Kisor Chakrabarti (2) Sri Mukul Chakrabarty alias Mukul Chakraborty (3) Sri Chandan Chakraborty and (4) Sri Malay Chakrabarti along with her only daughter, Smt. Jayasri Chatterji, as her only legal heirs and heiress, who jointly and equally inherited all right, title and interest of their mother, Late Rekha Chakraborty, in respect her undivided 1/3rd (one-third) share and/or interest in the Said Premises, each having an undivided 1/15th (one-fifteenth) share and/or interest in the Said Premises, as per Class-I legal heirs and heiress under the Hindu Succession Act 1956.
13. The said Sri Ashok Ganguly alias Ashok Kumar Ganguly, son of Late Kantilal Ganguly, by way of a Deed of Gift dated 03rd August 2000 registered in the Office of the Additional Registrar of Assurances-I Kolkata and recorded in Book-I, Volume No. 125, at Pages 313 to 330, being Deed No. 03784 for the year 2001, gifted and conveyed, out of his natural love and affection, in favour of his 04 (four) nephews, (1) Sri Kisor Kumar Chakrabarti alias Kisor Chakrabarti (2) Sri Mukul Chakrabarty alias Mukul Chakraborty (3) Sri Chandan

Chakraborty and (4) Sri Malay Chakrabarti his undivided 1/6th (one-sixth) share and/or interest in the Said Premises, each having an undivided 1/24th (one by twenty-fourth) share and/or interest therein.

14. The said Sri Arun Ganguly alias Arun Kumar Ganguly, son of Late Kantilal Ganguly, a Hindu governed by the Dayabhaga School of Hindu Law died intestate as a bachelor on 19th January 2020, leaving behind him, survived by his four nephews (1) Sri Kisor Kumar Chakrabarti alias Kisor Chakrabarti (2) Sri Mukul Chakrabarty alias Mukul Chakraborty (3) Sri Chandan Chakraborty and (4) Sri Malay Chakrabarti along with her only niece, Smt. Jayasri Chatterji, as her only legal heirs and heiress, who jointly and equally inherited all right, title and interest of their uncle, Late Arun Ganguly alias Arun Kumar Ganguly, in respect his undivided 1/6th (one-sixth) share and/or interest in the Said Premises, each having an undivided 1/30th (one-thirtieth) share and/or interest in the Said Premises, as per Class-II legal heirs and heiress under the Hindu Succession Act 1956.
15. An Affidavit of legal heirship was sworn before the Ld. 01st Court of the Executive Magistrate, Sadar Howrah, vide Serial No. 13391/2025 dated 18th August 2025 by Sri Mukul Chakrabarty alias Mukul Chakraborty, wherein (1) Sri Kisor Kumar Chakrabarti alias Kisor Chakrabarti (2) Sri Mukul Chakrabarty alias Mukul Chakraborty (3) Sri Chandan Chakraborty (4) Sri Malay Chakrabarti and (5) Smt. Jayasri Chatterji were declared as the only legal heirs and heiress of (1) Late Nirmal Chandra Chakrabarti (2) Late Rekha Chakraborty and (3) Late Arun Ganguly alias Arun Kumar Ganguly.
16. In the above-mentioned circumstances, the said (1) Sri Kisor Kumar Chakrabarti alias Kisor Chakrabarti (2) Sri Mukul Chakrabarty alias Mukul Chakraborty (3) Smt. Jayasri Chatterji (4) Sri Chandan Chakraborty and (5) Sri Malay Chakrabarti became the joint and absolute owner of the Said Premises in the following manner:

Sl. No.	Name of the Vendors	Undivided Share and/or interest in the Said Premises
1.	Sri Kisor Kumar Chakrabarti alias Kisor Chakrabarti	05/24 th share
2.	Sri Mukul Chakrabarty alias Mukul Chakraborty	05/24 th share
3.	Smt. Jayasri Chatterji	01/6 th share
4.	Sri Chandan Chakraborty	05/24 th share
5.	Sri Malay Chakrabarti	05/24 th share
Total Share:		24/24th = 1

17. The said (1) Sri Kisor Kumar Chakrabarti alias Kisor Chakrabarti (2) Sri Mukul Chakrabarty alias Mukul Chakraborty (3) Smt. Jayasri Chatterji (4) Sri Chandan Chakraborty and (5) Sri Malay Chakrabarti consequently got their respective names mutated and recorded in the records of the Assessment-Collection Department of the Kolkata Municipal Corporation in respect of the Said Premises, vide Assessee No. 110281000184 and duly paid municipal taxes thereof.
18. The said (1) Sri Kisor Kumar Chakrabarti alias Kisor Chakrabarti (2) Sri Mukul Chakrabarty alias Mukul Chakraborty (3) Smt. Jayasri Chatterji (4) Sri Chandan Chakraborty and (5) Sri Malay Chakrabarti by way of a Deed of Conveyance dated 21st August 2025 registered in the Office of the Additional Registrar of Assurances-II Kolkata and recorded in Book-I, Volume No. 1902-2025, at Pages 487843 to 487881, being Deed No. 190210474 for the year 2025, sold, conveyed and transferred in favour of M/s. Ekdantya Properties (the Vendor-Cum-Developer herein), the entirety of the Said Premises, for the sale consideration mentioned therein.
19. The said M/s. Ekdantya Properties (the Vendor-Cum-Developer herein) consequently got its name mutated and recorded in the records of the Assessment-Collection Department of the Kolkata Municipal Corporation in respect of the Said Premises, vide Assessee No. **110281000184** and duly paid municipal taxes thereof.
20. The said M/s. Ekdantya Properties (the Vendor-Cum-Developer herein) for the purpose of develop and commercial exploitation of the Said Premises obtained a Building Permit No. _____ dated _____, valid up to _____ from the Building Department of the KMC, for the purpose of constructing Ground plus Three (G+III) storeyed business building at the Said Premises and in corroboration of such plan commenced construction of the G+III storeyed business building at the Said Premises under the name and style of **"EKDANTYA PRERNA"**.
21. The said M/s. Ekdantya Properties (the Vendor-Cum-Developer herein) registered the said project at the Said Premises named **"EKDANTYA PRERNA"** under the Real Estate (Regulation & Development) Act 2016 read with the West Bengal Real Estate (Regulation & Development) Rules, 2021, vide RERA Registration No.: _____ dated _____, vide Project ID: _____ comprising of several units therein (hereinafter referred as **"Project"**).

Ekdantya Prerna

22. The Vendor-Cum-Developer is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Vendor-Cum-Developer regarding the said land on which Project is to be constructed have been completed.
23. The Allottee had applied for an Residential Flat in the Project vide Allotment Letter, vide Reference No. _____ dated _____ 2025 and has been allotted **ALL THAT** one **Residential Flat No.** _____, on the _____ **Floor**, measuring a **carpet area** of _____ (_____) **square feet**, more or less, corresponding to **covered area/built-up area** measuring _____ (_____) **square feet**, more or less, corresponding to **super built-up area/chargeable area** measuring _____ (_____) **square feet**, more or less, **ALONG WITH** right to use all comprised in the G+III storeyed business building named "**EKDANTYA PRERNA**", built and constructed upon the land comprised at the Said Premises, morefully described in the **FIRST SCHEDULE** hereunder, **TOGETHER WITH** an undivided, impartible, indivisible land of the said building/Said Premises **ALONG WITH** common rights in the common areas and facilities of the said building/Said Premises **TOGETHER WITH** all other easement, quasi-easement rights, benefits, privileges appurtenant thereto for beneficial use and enjoyment of the aforesaid residential flat and (hereinafter referred to as the "**SAID UNIT**") more particularly described in **SECOND SCHEDULE** hereunder, 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 **REAL ESTATE (REGULATION AND DEVELOPMENT) ACT, 2016;**
24. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
25. The Said Premises, morefully described in the **FIRST SCHEDULE** hereto is being developed by the Vendor-Cum-Developer by causing construction of the Project consisting of several self-contained independent flats/apartments/ units along with therein.
26. 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;

27. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
28. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Vendor-Cum-Developer hereby agrees to sell and the Allottee hereby agrees to purchase the Said Unit.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL REPRESENTATIONS, COVENANTS, ASSURANCES, PROMISES AND AGREEMENTS CONTAINED HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:

1. **TERMS:**

Subject to the terms and conditions as detailed in this Agreement, the Vendor-Cum-Developer agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Said Unit;

The Total Price for the Said Unit based on the carpet area is **Rs. _____/- (Rupees _____ only)** [subject to deduction of applicable Tax deducted at Source (TDS), in compliance with the Income Tax Act 1961] ("**Total Price**")

Unit No.	
Carpet Area (in square feet)	
Super Built-Up Area (in square feet)	
Unit Price :	Rs. _____/- per square feet
Residential Flat Value:	Rs. _____/-
Total Unit Value (Residential Flat):	Rs. _____/-
Goods & Service Tax (GST) @ 5% :	Rs. _____/-
Total Unit Value including GST: (A)	Rs. _____/-

Extra Charges: Payable on Possession

Legal Charges: @ Rs. 25/- per square feet (on super built-up area/chargeable area basis)	Rs. _____/-
Mother meter	Rs. _____/-
CCTV	Rs. _____/-
Interest Free Sinking Fund	Rs. _____/-
Advance Maintenance charges for 12 months	Rs. _____/-
Total Extra Charges:	Rs. _____/-
Goods & Service Yax (GST):	Rs. _____/-
Total Extra Charges including GST (B):	Rs. _____/-

GRAND TOTAL (A & B):

RS. _____/-

Explanation:

- i. The Total Price above includes the booking amount paid by the Allottee to the Vendor-Cum-Developer towards the Said Unit;
- ii. The Total Price above includes Taxes (consisting of tax paid or payable by the Vendor-Cum-Developer by way of Goods and Service Tax (GST), and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Vendor-Cum-Developer) up to the date of handing over the possession of the Said Unit:

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

- iii. The Vendor-Cum-Developer 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 Vendor-Cum-Developer 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 Said Unit includes: 1) pro rata share in the Common Areas; as provided in the Agreement.

The Total Price is escalation-free, save and except increases which the Allottee 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 Vendor-Cum-Developer undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Vendor-Cum-Developer shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments .

The Allottee(s) shall make the payment as per the payment plan set out in **THIRD SCHEDULE ("Payment Plan")**.

It is agreed that the Vendor-Cum-Developer 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 Said Unit, plot or building, as the case may be, without the previous written consent of the Allottee. Provided that the Vendor-Cum-Developer may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.

The Vendor-Cum-Developer 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/Completion Certificate (as maybe applicable) 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 Vendor-Cum-Developer. If there is any reduction in the carpet area within the defined limit then Vendor-Cum-Developer 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 Vendor-Cum-Developer 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 herein.

Subject to Clause 9 the Vendor-Cum-Developer agrees and acknowledges the Allottee shall have the right to the Said Unit as mentioned below:

- i. The Allottee shall have exclusive ownership of the Said Unit;
- 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 Vendor-Cum-Developer shall convey undivided proportionate title in the common areas to the association of Allottee as provided in the Act;
- iii. That the computation of the price of the Said Unit includes recovery of price of land, construction of [not only the Said Unit but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and firefighting equipment in the common areas etc. and includes cost for providing all other facilities as provided within the Project.

It is made clear by the Vendor-Cum-Developer and the Allottee agrees that the Said Unit 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 Allottee of the Project.

It is understood by the Allottee that all other areas and i.e. areas and facilities falling outside the Project, namely **"EKDANTYA PRERNA"** shall not form a part of the

declaration to be filed with the Competent Authority in accordance with the West Bengal Apartment Ownership Act, 1972.

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

The Allottee has paid a sum of **Rs. _____/- (Rupees _____ only)** as booking amount, being part payment towards the Total Price of the Said Unit at the time of application along with the further advance sale consideration, amounting to an aggregate of 20% (twenty percent) of the Total Price of the Said Unit, the receipt of which the Vendor-Cum-Developer hereby acknowledges, in the **MEMO OF CONSIDERATION** hereunder, and the Allottee hereby agrees to pay the remaining price of the Said Unit as prescribed in the Payment Plan as may be demanded by the Vendor-Cum-Developer 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.

2. **MODE OF PAYMENT:**

Subject to the terms of the Agreement and the Vendor-Cum-Developer abiding by the construction milestones, the Allottee shall make all payments, on demand by the Vendor-Cum-Developer, 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 '**EKDANTYA PROPERTIES**' payable at Kolkata.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Vendor-Cum-Developer with such permission, approvals which would enable the Vendor-Cum-Developer 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/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

The Vendor-Cum-Developer accepts no responsibility in this regard. The Allottee shall keep the Vendor-Cum-Developer 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 Vendor-Cum-Developer immediately and comply with necessary formalities if any under the applicable laws. The Vendor-Cum-Developer 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 Unit applied for herein in any way and the Vendor-Cum-Developer shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

The Allottee authorizes the Vendor-Cum-Developer 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 Vendor-Cum-Developer may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Vendor-Cum-Developer to adjust his payments in any manner.

5. TIME IS ESSENCE:

Time is of essence for the Vendor-Cum-Developer as well as the Allottee. The Vendor-Cum-Developer shall abide by the time schedule for completing the project and handing over the Said Unit to the Allottee and the common areas to the association of the Allottee after receiving the occupancy certificate or the Completion Certificate by the Kolkata Municipal Corporation, as the case may be. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Vendor-Cum-Developer as provided in **THIRD SCHEDULE ("Payment Plan")**.

6. CONSTRUCTION OF THE PROJECT:

The Allottee has seen the specifications of the Said Unit 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 Vendor-Cum-Developer. The Vendor-Cum-Developer shall develop the Project in accordance with the said layout plans, floor plans and specifications. Subject to the terms in this Agreement, the Vendor-Cum-Developer undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the Kolkata Municipal Corporation (Building) Rules, 2014 and shall not have an option to make any variation /alteration /modification in such plans, other than in the manner provided under the Act, and breach of this term by the Vendor-Cum-Developer shall constitute a material breach of the Agreement.

7. POSSESSION OF THE SAID UNIT:

- 7.1 SCHEDULE FOR POSSESSION OF THE SAID UNIT:** The Vendor-Cum-Developer agrees and understands that timely delivery of possession of the Said Unit is the essence of the Agreement. The Vendor-Cum-Developer, based on the approved plans and specifications, assures to hand over possession of the Said Unit on or before in accordance RERA Act, 2016, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("**Force Majeure**"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Vendor-

Cum-Developer shall be entitled to the extension of time for delivery of possession of the Said Unit, 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 Vendor-Cum-Developer to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Vendor-Cum-Developer shall refund to the Allottee the entire amount received by the Vendor-Cum-Developer from the allotment within 45 (forty-five) 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 Vendor-Cum-Developer and that the Vendor-Cum-Developer shall be released and discharged from all its obligations and liabilities under this Agreement.

- 7.2 **PROCEDURE FOR TAKING POSSESSION:** The Vendor-Cum-Developer, upon obtaining the occupancy certificate/completion certificate (as maybe applicable) from the competent authority shall offer in writing the possession of the Said Unit, to the Allottee in terms of this Agreement to be taken within 3 (three) months from the date of issue of such notice and the Vendor-Cum-Developer shall give possession of the Said Unit to the Allottee. The Vendor-Cum-Developer agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Vendor-Cum-Developer. The Allottee agree(s) to pay the maintenance charges as determined by the Vendor-Cum-Developer/association of Allottee, as the case may be. The Vendor-Cum-Developer on its behalf shall offer the possession to the Allottee in writing within 7 (seven) days of receiving the occupancy certificate* of the Project.
- 7.3 **FAILURE OF ALLOTTEE TO TAKE POSSESSION OF SAID UNIT:** Upon receiving a written intimation from the Vendor-Cum-Developer as mentioned above, the Allottee shall take possession of the Said Unit from the Vendor-Cum-Developer by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Vendor-Cum-Developer shall give possession of the Said Unit to the Allottee. In case the Allottee fails to take possession within the time provided as mentioned above, 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 Said Unit to the Allottee, it shall be the responsibility of the Vendor-Cum-Developer to hand over the necessary documents and

plans, including common areas, to the association of the Allottee 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 Vendor-Cum-Developer, the Vendor-Cum-Developer herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the Allottee shall be returned by the Vendor-Cum-Developer to the Allottee within 45 (forty-five) days of such cancellation.

- 7.6 **COMPENSATION:** The Vendor-Cum-Developer shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for compensation under this section shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the Vendor-Cum-Developer fails to complete or is unable to give possession of the Said Unit (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 Vendor-Cum-Developer shall be liable, on demand to the Allottee, 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 Said Unit, with interest at the rate specified in the Rules within 45 (forty-five) 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 Vendor-Cum-Developer 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 Said Unit.

8. **REPRESENTATIONS AND WARRANTIES OF THE VENDOR-CUM-DEVELOPER:**

The Vendor-Cum-Developer hereby represents and warrants to the Allottee as follows:

- 8.1 The Vendor-Cum-Developer has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- 8.2 The Vendor-Cum-Developer has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- 8.3 There are no encumbrances upon the said Land or the Project; [in case there are any encumbrances on the land provide details of such encumbrances including any rights, title, interest and name of party in or over such land]
- 8.4 There are no litigations pending before any Court of law with respect to the Said Premises, Project or the Said Unit;
- 8.5 All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Said Unit are valid and subsisting and have been obtained by following due process of law. Further, the Vendor-Cum-Developer has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Said Unit and common areas;
- 8.6 The Vendor-Cum-Developer has the right to enter into this Agreement and has not committed or omitted to perform any actor thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- 8.7 The Vendor-Cum-Developer 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 Unit which will, in any manner, affect the rights of Allottee under this Agreement;
- 8.8 The Vendor-Cum-Developer confirms that the Vendor-Cum-Developer is not restricted in any manner whatsoever from selling the Said Unit to the Allottee in the manner contemplated in this Agreement;
- 8.9 At the time of execution of the conveyance deed the Vendor-Cum-Developer shall handover lawful, vacant, peaceful, physical possession of the Said Unit to the Allottee and the common areas to the Association of the Allottee;

- 8.10 The Said Premises 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 Said Premises;
- 8.11 The Vendor-Cum-Developer has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
- 8.12 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 Vendor-Cum-Developer in respect of the said Land and/or the Project;
- 8.13 That the property is not Waqf property.

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

Subject to the Force Majeure clause, the Vendor-Cum-Developer shall be considered under a condition of Default, in the following events:

- 9.1 Vendor-Cum-Developer fails to provide ready to move in possession of the Said Unit to the Allottee within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the Said Unit shall be in a habitable condition which is complete in all respects;
- 9.2 Discontinuance of the Vendor-Cum-Developer's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.
- 9.3 In case of Default by Vendor-Cum-Developer under the conditions listed above, Allottee is entitled to the following:
- 9.3.1 Stop making further payments to Vendor-Cum-Developer as demanded by the Vendor-Cum-Developer. If the Allottee stops making payments, the Vendor-Cum-Developer 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

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

9.3.3 Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the Vendor-Cum-Developer, interest at the rate specified in the Rules, for every month of delay till the handing over of the possession of the Said Unit.

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

9.4.1 In case the Allottee fails to make payments for **7 (seven) days** after consecutive demands made by the Vendor-Cum-Developer 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 Vendor-Cum-Developer on the unpaid amount at the rate specified in the Rules.

9.4.2 In case of Default by Allottee under the condition listed above continues for a period beyond consecutive months after notice from the Vendor-Cum-Developer in this regard, the Vendor-Cum-Developer shall cancel the allotment of the Said Unit in favour of the Allottee and refund the amount money paid to him by the Allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

10. **CONVEYANCE OF THE SAID UNIT:**

The Vendor-Cum-Developer, on receipt of complete amount of the Price of the Said Unit under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Said Unit together with proportionate indivisible share in the Common Areas within 3 (three) months from the issuance of the occupancy certificate/completion certificate, as maybe applicable. However, in case the Allottee fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee authorizes the Vendor-Cum-

Developer to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Vendor-Cum-Developer 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 / SAID UNIT/ PROJECT:**

The Vendor-Cum-Developer shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of the Allottee. The cost of such maintenance has been included in the Total Price of the Said Unit.

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 Vendor-Cum-Developer as per the agreement for sale relating to such development is Brought to the notice of the Vendor-Cum-Developer within a period of 05 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the Vendor-Cum-Developer to rectify such defects without further charge, within 30 (thirty) days, and in the event of Vendor-Cum-Developer's failure to rectify such defects within such time, the aggrieved Allottee 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 Said Unit on the specific understanding that is/her right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the association of Allottee (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 Allottee from time to time.

14. **RIGHT TO ENTER THE SAID UNIT FOR REPAIRS:**

The Vendor-Cum-Developer / maintenance agency /association of Allottee shall have rights of unrestricted access of all Common Areas, garages/ for providing necessary maintenance services and the Allottee agrees to permit the association of Allottee and/or maintenance agency to enter into the Said Unit or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

15. **USAGE:**

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the "EKDANTYA PROPERTIES", shall be earmarked for purposes such as services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire-fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as the same shall be reserved for use by the association of Allottee formed by the Allottee for rendering maintenance services.

16. **GENERAL COMPLIANCE WITH RESPECT TO THE SAID UNIT:**

Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Said Unit 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 Said Unit, 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 Said Unit and keep the Said Unit, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized. The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertise men material etc. on the face / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottee 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 Said Unit 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 Said Unit. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Vendor-Cum-Developer and thereafter the association of Allottee and/or maintenance agency appointed by association of Allottee. 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 a Said Unit 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 Unit, all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the Said Unit/ at his/ her own cost.

18. **ADDITIONAL CONSTRUCTIONS:**

The Vendor-Cum-Developer undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan has been approved by the competent authority(ies) except for as provided in the Act.

19. **VENDOR-CUM-DEVELOPER SHALL NOT MORTGAGE OR CREATE CHARGE:**

After the Vendor-Cum-Developer executes this Agreement he shall not mortgage or create a charge on the Said Unit 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 Said Unit.

20. **WEST BENGAL APARTMENT OWNERSHIP ACT:**

The Vendor-Cum-Developer has assured the Allottee that the project in its entirety is in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972. The

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

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 Unit/plot/building, as the case may be.

23. **RIGHT TO AMEND:**

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

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

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottee of the Said Unit, in case of a transfer, as the said obligations go along with the Said Unit for all intents and purposes.

25. **WAIVER NOT A LIMITATION TO ENFORCE:**

The Vendor-Cum-Developer 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 Vendor-Cum-Developer in the case of one Allottee shall not be construed to be a precedent and /or binding on the Vendor-Cum-Developer to exercise such discretion in the case of other Allottee. Failure on the part of the Vendor-Cum-Developer to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

26. **SEVERABILITY:**

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case 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 Said Unit bears to the total carpet area of all the saleable spaces in the Project.

28. **FURTHER ASSURANCES:**

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

29. **PLACE OF EXECUTION:**

The execution of this Agreement shall be complete only upon its execution by the Vendor-Cum-Developer through its authorized signatory at the Vendor-Cum-Developer's Office, or at some other place, which may be mutually agreed between the Vendor-Cum-Developer and the Allottee, after the Agreement is duly executed by the Allottee and the Vendor-Cum-Developer or simultaneously with the execution the said Agreement shall be registered at the office of the concerned Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Kolkata, West Bengal.

30. **NOTICES**

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

M/S. EKDANTAYA PROPERTIES

67 Amherst Street, Post Office: Raja Ram Mohan Sarani, Police Station: Amherst Street,
Kolkata-700009

Kind Attention: (1) Smt. Nikita Jaiswal and (2) SMT. Karina Singh Gupta (as Partners)

ALOTTEE ADDRESS: _____

It shall be the duty of the Allottee and the Vendor-Cum-Developer 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 Vendor-Cum-Developer or the Allottee, as the case maybe.

31. **JOINT ALLOTTEE**

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

32. **GOVERNING LAW**

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

33. **DISPUTE RESOLUTION**

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

THE FIRST SCHEDULE AS REFERRED ABOVE

[Description of the "SAID PREMISES"]

ALL THAT piece and parcel of land measuring **03 (three) cottahs**, more or less, **TOGETHER WITH** a G+VII storeyed business building/project named "**EKDANTYA PRERNA**" undergoing construction thereon [vide RERA Registration No.: _____ dated _____, vide Project ID: _____], comprised in Mouza Garpar, Touzi No. 1298/2833, Dihi Panchannagram, Taloq No. 835, Division III, Sub-Division 22, Holding No. 157 (formerly 104), situated and lying at **Municipal Premises No. 20 Pitambar Bhattacharjee Lane, Kolkata-700009**, Police Station: Narkeldanga (previously Beliaghata), within the limits of Ward No. 028 and Borough No. IV of the Kolkata Municipal Corporation [vide **Assessee No.**

110281000184], Sub-Registration Office Sealdah, District South 24 Parganas, West Bengal **TOGETHER WITH** all common rights of easement and other advantages appurtenant thereto and butted and bounded as follows.

On the North: By Premises No. 19 Pitambar Bhattacharjee Lane;
 On the South: By Sewered ditch beyond which are Premises No. 21 Pitambar Bhattacharjee Lane and 16 Garpar Road;
 On the East: By Premises No. 16 Garpar Road;
 On the West: By Pitambar Bhattacharjee Lane;

THE SECOND SCHEDULE AS REFERRED ABOVE

[Description of the "**SAID UNIT**" being the subject-matter of this Agreement]

ALL THAT one **Residential Flat No.** _____, on the _____ **Floor**, measuring a **carpet area** of _____ (_____) **square feet**, more or less, corresponding to **covered area/built-up area** measuring _____ (_____) **square feet**, more or less, corresponding to **super built-up area/chargeable area** measuring _____ (_____) **square feet**, more or less, all comprised in the G+III storeyed business building named "**EKDANTYA PRERNA**", situated and lying at **Municipal Premises No. 20 Pitambar Bhattacharjee Lane, Kolkata-700009**, Police Station: Narkeldanga (previously Beliaghata), within the limits of Ward No. 028 and Borough No. IV of the Kolkata Municipal Corporation, built and constructed upon the land comprised at the Said Premises, morefully described in the **FIRST SCHEDULE** hereinabove, **TOGETHER WITH** an undivided, impartible, indivisible land of the said building/Said Premises **ALONG WITH** common rights in the common areas and facilities of the said building/Said Premises **TOGETHER WITH** all other easement, quasi-easement rights, benefits, privileges appurtenant thereto for beneficial use and enjoyment of the aforesaid residential flat. The said Residential Flat is delineated and demarcated in the **PLAN** annexed herewith and bordered in colour **RED** thereon.

**THE THIRD SCHEDULE AS REFERRED ABOVE
(Payment Plan)**

Sl. No.	Details	
1	Booking Amount on/or before the date of Agreement (10% of unit cost)	10%
2	On Agreement	10%
3	On Foundation	10%
4	On Ground Floor Roof Cssting	10%
5	On 1st Floor Roof Casting	15%
6	On 2nd Floor Roof Casting	15%
7	On 3rd Floor Roof Casting	15%
	Legal Charge	As per mutually agreed
8	On Brick Work and	5%
9	On Flooring	5%
	Intercom + Water Filtration + Central Security System+ CCTV	As per mutually agreed
10	On Possession and Maintenance Charges + Sinking Fund + Legal Charges + Association Formation Charges	5%

THE FOURTH SCHEDULE AS REFERRED ABOVE

[Description of the "**SPECIFICATIONS, AMENITIES AND FACILITIES**"]

1. Foundation: RCC as per Architect's design.
2. Superstructure: RCC framed structure.
3. Wall: Brick / AAC Block masonry.
4. Main door: 32 mm thick flush door
5. Unit flooring: Bare RCC
6. Windows: U.P.V.C / Aluminum frame sliding/ casement
7. Electricals: Wiring for meter till DB of each unit provided only. Conduits, wiring and switches will NOT be provided.
8. Toilet Plumbing: Water inlet and soil/waste point to be provided. Sanitary wares/CP fittings & plumbing network NOT to be provided.

9. External Finish: Weather resistant paint finish / designer tiles as per Architect's façade design.
10. Lift: Lift with automatic rescue device of Mitsubishi / Schindler / Otis or similar.
11. Water Supply: 24 hours water supply.
12. Anti – termite treatment at ground floor level.
13. Contemporary Architectural Façade.

THE FIFTH SCHEDULE AS REFERRED ABOVE

[Description of the "COMMON AREAS"]

PART – I

A. COMMON PARTS AND PORTIONS IN THE BUILDING.

1. Common area and lift lobby flooring: Combination of imported marble and granite
2. Staircase flooring: Kota Stone
3. Automatic Lifts
4. Boundary Walls

PART – II

B. AMENITIES IN THE BUILDING.

1. Fire Fighting: Fire Extinguisher at Staircase
2. Drinking water facility: KMC Supply
3. CCTV Camera Security
4. 24 Hours Security
5. Anti termite treatment at ground floor level

[COMMON INSTALLATIONS IN RESPECT WHEREOF ONLY RIGHT OF USER IN COMMON SHALL BE GRANTED AS SERVICE AREA].

The Allottee shall use the common installations in common with the other unit owners of Said Premises without claiming any exclusive right thereon.

- a) Electrical installations including meters, that will be installed for receiving electricity from the body supplying electricity.
- b) Other facilities or installations, if any provided for the common use of the unit owners of the Premises and not covered by Section A hereinabove.

- c) Common water reservoirs, water tanks, water pipes and water from available sources [if any, allowed by the Corporation / Local Authority] appurtenant to the Buildings.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at Kolkata in the presence of attesting witness, signing as such on the day, month and year above written.

For **M/S. EKDANTAYA PROPERTIES**

Partner, **SMT. NIKITA JAISWAL**

Partner, **SMT. KARINA SINGH GUPTA**

[VENDOR-CUM-DEVELOPER]

SRI _____

SMT. _____

[ALLOTTEE]

WITNESSES:

1.

Drafted By:

Advocate

2.

MEMO OF CONSIDERATION

Received from the within named Allottee the within mentioned sum **Rs. _____/- (Rupees _____ only)** towards advance sale price or earnest money, out of the Total Price of the Said Unit, the same being paid in the following manner:

MODE	DATE	BANK	AMOUNT (IN RUPEES)	FAVOURING
TDS at applicable rate deducted and deposited in compliance with the Income Tax Act 1961				
TOTAL:			_____/-	

For **M/S. EKDANTAYA PROPERTIES**

Partner, **SMT. NIKITA JAISWAL**

Partner, **SMT. KARINA SINGH GUPTA**

[VENDOR-CUM-DEVELOPER]

WITNESSES:

IDENTIFIED BY:

1.

2.