

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE ("AGREEMENT") executed on this..... day of, 20..... in Christian Era,

BY AND BETWEEN

MOZAFFAR HOSSAIN MOLLAH (PAN: AMEPM3965A, Aadhaar No. 3893 3070 7897), son of Late Haji Moslem Ali Mollah, by faith- Islam, by occupation- Business, residing at Village Baragohal, P.O. Birshibpur, P.S. Uluberia, District- Howrah, Pin-711316, hereinafter referred to as the **OWNERS/VENDORS/FIRST PARTY**, represented by their Lawful Constituted Attorney **SAMBHAV CONSTRUCTION** a sole proprietorship Firm, having its registered office at 208, Panchanantala Road, Post and Police Station-Howrah, Pin-711101, being represented by its sole proprietor **PRADIP KUMAR SINGH** (PAN: AUMPS7011D), Aadhaar No. 8048 2284 4060), son of Late Narad Singh, by faith Hindu, by occupation- Business, residing at 2 No. Deshpran Shasmal Road, P.O.- Howrah, P.S. Bantra, District- Howrah, Pin-711101, by virtue of a registered **DEVELOPMENT POWER OF ATTORNEY** duly executed and registered on 01.11.2024 and the said Development Power of Attorney has been recorded in Book No. I, Volume No. 1902 -2024, Pages No. 710837 to 710863, Being No. 190212906 for the year 2024, in the office of Additional Registrar of Assurance Kolkata – (II), and also **by Virtue of a registered Development Agreement** duly executed and registered on 01.11.2024 and the said deed has been recorded in Book No. I, Being No. 190212900 the year 2024, for the year 2022, in the office of Additional Registrar of Assurance Kolkata – (II), With hereinafter called and referred to as the "**DEVELOPER / PROMOTER**" (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, administrators, legal representatives and assigns) of the **ONE PART**.

AND

1. Mr.....(PAN -.....) son of Sri, **2. SMT** (PAN -) wife of , both by Caste Hindu, by Nationality Indian, by both Occupation and House Wife respectively, both resident ofRoad, Post Office & Police Station-, District North 24-Parganas West, Pin -....., West Bengal hereinafter called the "**PURCHASER/SECOND PARTY** ' (Which expression shall unless excluded by or repugnant to the subject or context be deemed to include their heirs, successors, assigns, representatives and nominees) of the "**SECOND PART**".

The Promoter and purchaser shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

WHEREAS :-**DEVOLUTION OF TITLE OF LAND**

WHEREAS one Abdul Rouf @ Abdur Rouf was the owner and khas possessor of more or less 4 (four) Bighas of the Bastu, Viti, Bagan, Nala, Pukur and Privy land with all other amenities and facilities alongwith the all type of easement right of using 12 feet wide common passage attached thereto under Mouza and P.S. Shibpur, D.S.R. and A.D.S.R. office Howrah, under J.L. No. 1, Re. Survey No. 2005, Touzi No. 736, Sheet No. 108 and 109 and after death of said Abdul Rouf Abdur Rouf the said properties were recorded in the name of his subsequent legal heirs under R.S. Khatian Nos. 41, 78, 79, 109, 138, 139, 143, 144, 164, 165 and 166 in Dag Nos. 106, 107, 108, 109, 112, 113, 128, 107/128, 35 and 40, being premises No. 16 Dakshin Buxarah 1 Bye Lane under Howrah Municipal Ward No. 41, P.S. Shibpur (at present under the P.S. of A.J.C. Bose Botanic Garden) Howrah.

AND WHEREAS during the peaceful enjoyment of the said property/properties the said Abdul Rouf died intestate leaving him behind his one son Sk. Nurejjama and one daughter Khairunnessa Bibi and Second wife Somuronnessa Bibi who were used to enjoy jointly the property/properties left by said deceased Abdul Rouf.

AND WHEREAS as the said Somurannessa Bibi became the owner of two annas share as per Muslim Law in the peopertuy/ properties left by her deceased husband Abdul Rouf and the said Somuronnessa Bibi sold her property as entitled to get as per her two annas share in the property of her said deceased husband to one Kurchi Banu Bibi @ Kursi Banu Bibi, wife of Sk. Nurejjama by a Bikray Kobala executed on 10th June, 1939.

AND WHEREAS during peaceful enjoyment of their said properties the said SK. Nurejjama died intestate leaving him behind his wife Kurchi Banu Bibi @ Kursi Banu and five daughters namely (1) Nurjahan Bibi, (2) Goleanar Bibi, (3) Piyaronnessa Bibi, (4) Saleha Khatun @ Salema Bibi and (5) Baharunnessa Khatun/ Bibi who enjoyed their undivided share as per Muslim law of inheritance along with Khairunnessa Bibi, daughter of said late Abdul Rouf, sister of Sk. Nurejjama and the said properties was mutated only in the name of said Kurchi Banu Bibi in the record of Howrah Municipal Corporation although the names of other legal heirs were mutated / recorded in the R.S. Record of Right according to their share.

AND WHEREAS said Kurchi Banu Bibi @ Kursi Banu Bibi, wife of Sk. Nurejjama, transferred by way of gift of her undivided share in those properties in favour of one Abdur Rahim, son of Abdur Samad, by faith Islam, by Profession Teacher, resident of 10/1, Andul Road, P.S. Shibpur (at that time it was) by way of a registered Hebanama executed on 21.05.1966 registered at District Sub-Registrar, Howrah at present District Sub-Registrar- 1, Howrah, Howrah, recorded in Book No. 1, Volume No. 46, pages 218 to 224, being No. 2595 for the year 1966 and the said Abdur Rahim thereafter became the absolute owner of the properties mentioned in

the aforesaid registered Deed of Hebanama and used to enjoy his share in the said land along with R.T. Shed room which was very dilapidated condition in the said plot alongwith the other co-sharers in the said property/properties.

AND WHEREAS said Abdur Rahim during enjoyment of the said properties due to need of money transferred his undivided 4 (four) Cottahs of Bastu land with old dilapidated structures along with the easement right of 12 feet wide common passage and other amenities and facilities attached thereto being holding 16 No. Dakshin Buxarah 1st Bye Lane of Howrah Municipal Corporation under Ward No. 41, lying under Sheet No. 108 & 109, R.S. & Hal Dag Nos. 106, 108, 109, 113, 128 and 40, J.L. No. 1, Re. Survey No. 2005, Touzi No. 736, Khatian Nos. 78, 79, 138, 109 & 164, to one Marzook Manufacturing & Trading Co.(P) Ltd. by way of Saf Bikray Kobala executed on 12.07.1995 registered at District Sub-Registrar, Howrah, recorded in Book No. I, Volume No., 37, Pages 16 to 24, being No. 1638 for the year 2003 at a consideration of considerable price and the possession of the said sold land was handed over to said Marzook Manufacturing & Trading Co. (P) Ltd.

AND WHEREAS among the aforesaid five daughters of said deceased Nurejjama, one daughter namely Piyaronnessa Bibi, wife of Meher Ali Khan, during peaceful enjoyment of the said property died intestate living behind her three sons (1) Giasuddin Khan, (2) Salauddin Khan, (3) Riazuddin Khan and two daughters (1) Rashida Begum, wife of Rafique Mondal, and (2) Farida Begum, wife of Nazir Khan, as her legal heirs and successors of the property/ properties left by her.

AND WHEREAS while seized and possessed the said undivided property/ properties with other co-owners the said legal heirs transferred a part of their said undivided properties to Goleanar Bibi, and Salema Bibi, daughter of said deceased Sk. Nurejjama, by way of a Registered Deed of Sale dated 23rd day of November 1994.

AND WHEREAS while seized and possessed the said purchased property and the property inherited as the legal heirs of said deceased Sk. Nurejjama, the said Goleanar Bibi, daughter of Late Sk. Nurejjama and Salema Bibi wife of Late Jalal Ahmed Sardar, D/o. Sk. Nurejjama due to dire need of money sold their respective undivided Properties measuring about 4 Cottahs along with small dilapidated R.T. Shed with the easement right of using 12 feet wide common passage with all other amenities and facilities lying and situate at holding No. 16, Dakshin Buxarah 1st Bye Lane, under Ward No. 41 under Howrah Municipal Corporation. P.S. Shibpur (at that time it was) lying under Sheet No. 108 & 109, R.S. & Hal Dag Nos. 106, 108, 109, 113, 128 and 40, J.L. No. 1, Revenue Survey No. 2005, Touzi No. 736, under R.S. Khatian Nos. 78, 79, 138, 109 & 164 in favour of said Marzook Manufacturing and Trading Co. (P) Ltd. by way of a Saf Bikray Kobala executed on 02.02.1995 registered at the District Sub registry office at Howrah and was recorded in Book No. 1, Volume No. 37. pages 25 to 35, Being No. 1639 for the year 2003 at a consideration of a considerable price and possession thereof was handed over to said Marzook Manufacturing & Trading Co. (P) Ltd.

AND WHEREAS the said five legal heirs of late Piaronnessa Bibi, the one of the daughters of late Sk. Nurejjama, wife of Meher Ali Khan, while seized and possessed of their remaining land in the said undivided properties and they became entitled to get land measuring about 7 (seven) cottahs 11 (eleven) chittacks with small dilapidated R.T. Shed structure alongwith the easement right of using 12 feet wide common passage with all other amenities and facilities lying and situate at Holding No. 16 Dakshin Buxarah 1 Bye Lane, Ward No. 41, under Howrah Municipal Corporation, P.S. Shibpur (at that time it was) lying under sheet No. 108 & 109, R.S. & Hal Dag Nos. 106, 107, 108, 109, 112, 113, 128 and 40 under J.L. No. 1, Revenue Survey No. 2005, Touzi No. 736 R.S. Khatian No. 41, and due to dire need of money they sold the Bastu Land measuring about 7 Cottahs 11 Chittacks in favour of said Marzook Manufacturing & Trading Co. (P) Ltd. by

way of a Saf Bikray Kobala executed on 23.11.1994 registered at the office of the Additional District Sub-Registrar, Howrah, recorded in Book No. 1, Volume No. 13, pages from 271 to 280 being No. 587 for the year 2004 and possession thereof handed over to said Marzook Manufacturing & Trading Co. (P) Ltd. having its registered office at 41C, Samsul Huda Road, Kolkata-700017.

AND WHEREAS the said Marzook Manufacturing and Trading Co. (P) Ltd. became absolute owner of 15 Cottahs 11 Chittacks Bastu, Viti and a very small portion of Bagan Land lying and situated at Holding No. 16, Dakshin Buxarah 1 Bye Lane lying under Ward No. 41 of Howrah Municipal Corporation lying under J.L. No. 1, Re-survey No. 2005, Touzi No. 736 Sheet No. 108 & 109, under R.S. Khatian Nos. 41, 78, 79, 138, 109, 139, 143, 144, 164, 165 & 166, R.S. & Hal Dag Nos. 106, 107, 108, 109, 112, 113, 107/128, 128, 35 & 40 and after verbal amicable settlement with other co-owners seized and possessed the said 15. Cottahs 11 Chittacks Bastu, Viti and a very small portion of bagan Land with very old dilapidated R.T. Shed structure, standing thereon alongwith the all type of easement right of using 12 feet wide common passage attached thereto along with amenities and facilities in connection with that land.

AND WHEREAS the said Marzook Manufacturing & Trading Co. (P) Ltd. after enjoying and possessing the said land for more than 15 years in order to meet some exigencies, sold the said 15 Cottahs 11 Chittacks Bastu, Viti and a very small portion of Bagan Land alongwith very old dilapidated R.T. Structure with all rights of enjoying the facilities and amenities thereto through 4 (four) sets of Deeds of Sale executed on 27th day of July, 2012 in favour of Mozaffar Hossain Mollah which were registered at Additional Registrar of Assurance-1, Kolkata and were recorded in (1) Book no. 1, CD Volume No. 14, Pages from 11885 to 11902, Being No. 06921 for the year 2012, (2) Book No. 1, CD Volume No. 14, Pages from 11903 to 11920, Being No. 06922 for the year 2012, (3) Book no. 1, CD Volume No. 14, Pages from 11921 to 11938, Being No. 06923 for the year 2012, (4) Book no. 1, CD

Volume No. 14, Pages from 11939 to 11956, Being No. 06924 for the year 2012, and khas possession of the said land was handed over in favour of said Mozaffar Hossain Mollah the land owner herein.

AND WHEREAS thus the said Mozaffar Hossain Mollah became absolute owner and seized and possessed of a demarcated Plot of a Bastu, Vita and a very small portion of Bagan Land measuring about 15 Cottahs 11 Chittacks with a very old dilapidated 400 sq.ft. of R.T. Structure with a right of enjoyment of all kinds of easement right of 12 feet wide common passage attached thereto with all other amenities and facilities attached thereto lying and situate at 16, Dakshin Buxarah 1 Bye Lane, under Ward No. 41, under Howrah Municipal Corporation, P.S. Shibpur (at that time it was) District Howrah.

AND WHEREAS the said Mozaffar Hossain Mollah while in possession of the said demarcated land made fencing by pacca boundary wall in four sides of the said plot and no objection arose from any corner whatsoever and then applied for mutation of the aforesaid properties in his own name in the office of the Sub-Divisional Land & Land Reforms Officer, Howrah, (Town Survey Unit) Howrah and on the basis of his petition dated 465/S/12 dated 14.08.2012, the concerned office issued mutation certificates in favour of said Mozaffar Hossain Mollah through Memo No. 994/TSU/H dated 29.08.2012 for the Land under sheet No. 108, Holding No. 16, Dakshin Baksara 1 Bye Lane, Howrah, under R.S. Khatian No. 79, R.S. Plot No. 109, area 0.0110 acre; R.S. Khatian No. 138, R.S. Plot no. 113 area 0.0660 acre; R.S. Khatian No. 139, R.S. Plot no. 113, area 0.0330 acre; R.S. Khatian No. 143, R.S. Plot No. 113 area 0.0330 acre; R.S. Khatian No. 144, R.S. Plot no. 113, area 0.0640 acre; R.S. Khatian No. 109, R.S. Plot No. 107/128, area 0.0020 acre and through Memo No. 995/TSU/H dated 29.08.12 for the land under Sheet No. 109, holding No. 16, Dakshin Baksara 1st Bye Lane, Howrah, under R.S. Khatian No. 166, R.S. Plot No. 40 area 0.0223 acre and R.S. Khatian No. 165, R.S. Plot No. 35 area 0.0192 acre and since at that

time the process of preparing the recording of the land was going on and no L.R. parcha finally was published such certificates was issued.

AND WHEREAS the said Mozaffar Hossain Mollah, the Land Owner herein, before applying for mutation and/or recording of the said land in his name entered into an Agreement for Development of the said land with SRBR INFRA PROJECT PVT. LTD. on 31.07.2012 and the said Deed of Agreement for Development was registered in the office of the Additional District Sub-Registrar, Howrah on 31.07.2012 which was recorded in Book No. 1, CD Volume No. 12, pages from 3752 to 3772, Being No. 05824 for the year 2012.

AND WHEREAS for the purpose of Development of the aforesaid land on the terms and conditions stipulated in the above mentioned registered deed of Agreement for Development and for the purpose of execution of the development of the aforesaid land/ premises in terms of the said registered Deed of Agreement for Development dated 31.07.2012 General Power of Attorney was also being registered in the office of the additional District Sub-Registrar, Howrah on 31.07.2012 which was recorded in Book No. 1, CD Volume no. 12, pages from 3724 to 3733, being No. 05825 for the year 2012 in favour of said **SRBR INFRA PROJECT PVT. LTD.**

AND WHEREAS the said Developer could not develop the said property for a few months and as such the said Mozaffar Hossain Mollah due to dire need in money decided to sell the said property by cancelling the aforesaid registered Deed of Development and Registered Power of Attorney and accordingly the Parties entered into a memorandum of Agreement on 20th day of October and the said Mozaffar Hossain Mollah expressed its desire to sell the said property and the erstwhile purchasers namely Rajendra Kumar Goyal & Ors. expressed their desires to purchase the aforesaid properties and the said purchasers after several discussion regarding cancellation of said Development Agreement and Power of Attorney with the said Mozaffar Hossain Mollah were agreed to purchase the said properties with a

consideration of considerable amount which was the highest market price at that time.

AND WHEREAS the said Registered Development Agreement was cancelled by a registered Deed of cancellation of a Deed of Agreement for Development being No. 05824 for the year 2012 dated 31st July 2012 registered at A.D.S.R. Howrah, executed on 22nd day of January, 2013 registered at the office of Additional District Sub-Registrar of Howrah, which was recorded in Book No. 1, CD Volume No. 1, pages from 10973 to 10985 Being no. 00518 for the year 2013 and the said General Power of Attorney was also revoked by a registered Deed of Revocation of Power of Attorney executed on 22nd day of January 2013, registered in the office of Additional District Sub-Registrar, Howrah, which was recorded in Book No. IV, CD Volume no. 1, Pages from 835 to 842 Being No. 00072 for the year 2013.

AND WHEREAS thereafter the said Mozarffar Hossain Mollah, transferred the said 15 Cottahs 11 Chittacks Bastu, Viti and a small portion of Bagan Land well demarcated by Pacca boundary wall in four sides of the said land lying and situated at holding No. 16 Dakshin Buxarah 1st Bye Lane under Ward No. 41 of Howrah Municipal Corporation to (1) Rajendra Kumar Goyal, (2) Chanda Goyal @ Chanda Goyal Chanda Goel and (3) Rahul Goyal by way of sale through four sets of registered Saf Bikray Kobalnes executed on 22nd January 2013 registered in the office of Additional District Sub-Registrar, Howrah, recorded in (1) Book No. 1, CD Volume No. 2, pages from 606 to 624, Being No. 00584 for the year 2013, (2) Book No. 1, CD Volume No. 2, pages from 640 to 659, Being No. 00585 for the year 2013, (3) Book No. 1, CD Volume No. 2, pages from 660 to 678, Being No. 00586 for the year 2013, and (4) Book No. 1, CD Volume No. 2, pages from 679 to 6707, Being No. 00587 for the year 2013, respectively and ponnennion of the said properties well demarcated by pacen boundary wall in four sides of the said land were handed over to the said purchasers.

AND WHEREAS thus the said (i) Rajendra Kumar Goyal (ii) Chanda Goyal Chanda Goyal @ Chanda Goel and (iii) Rahul Goyal became the absolute owners of the said 15 Cottahs, 11 Chittacks land according to their quantum of purchase mentioned in the Scheduled of the aforementioned registered Saf Bikray Kobalas and seized and possessed the said landed properties jointly and used to enjoy the same without any objection, hindrance, and obstruction made from any corner whatsoever since its purchase.

AND WHEREAS since the mutation certificate of the aforesaid landed properties was issued in the name of said Mozaffar Hosain Mollah, the said Rajendra Kumar Goyal, Chanda Goyal @ Chanda Goyal @ Chanda Goel and Rahul Goyal had to wait for publication of L.R. Parcha to be issued in the name of said Mozaffar Hossain Mollah and after obtaining the L.R. Parcha issued in the name of Mozaffar Hossain Mollah it is noticed that the landed properties in L.R. Dag No. 109 was not recorded in the L.R. Parcha of said Mozaffar Hossain Mollah in accordance to aforesaid mutation certificates and thereafter application was submitted before the Sub-Divisional Land & Land Reforms Office, Town Survey Unit, Howrah, for mutating the said landed properties in L.R. Dag No. 109 in the name of Mozaffar Hossain Mollah and after hearing and spot enquiry the concerned authority mutated the said viti land measuring about 0.0110 acre in the name of said Mozaffar Hossain Mollah under L.R. Khatian No. 151, L.R. Dag No. 109, under Shibpur Sheet No. 108, J.L. No. 1, P.S. Shibpur, District Howrah.

AND WHEREAS the said land has been finally recorded in the name of said Mozaffar Hossain Mollah under L.R. Khatian No. 151 in Mouza-Shibpur, Sheet No. 108, J.L. No. 1, Re-Survey No. 2005, Touzi No. 736 comprising in L.R. Dag No. 107/128 area 0.0019 acre nature of land Viti, in L.R. No. 109- area 0.0110 acre nature of land- Viti and in L.R. Dag No. 113- area 0.1947 acre nature of land Bastu and under L.R. Khatian No. 154 in Mouza Shibpur, Sheet no. 109, J.L. No. 1, Revenue Survey No. 2005, Touzi No. 736 comprising in L.R. Dag No. 35-area- 0.0191 acre nature of land- Bagan and in L.R. Dag No. 40- area-0.0222 acre, nature of land-Bastu.

AND WHEREAS since the said landed properties was recorded and/or mutated in the name of Mozaffar Hossain Mollah in the L.R. record of Right, the said Rajendra Kumar Goyal, Chanda Goyel @ Chanda Goyal @ Chanda Goel and Rahul Goyal were advised to mutate and/or record the said landed properties in the record of Howrah Municipal Corporation in the name of said Mozaffar Hossain Mollah and accordingly upon verbal request and at the cost of said Rajendra Kumar Goyal, Chanda Goyel @ Chanda Goyal Chanda Goel and Rahul Goyal the said Mozaffor Hossain Mollah applied for mutation of the said land in the Howah Municipal Corporation in his own name and on the basis of such application and upon hearing and spot enquiry the landed properties measuring about 15 Cottah 11 Chittacks lying and situate at Holding No. 16, Dakshin Buxarah 1st Bye Lane are mutated and/or recorded in the name of said Mozaffar Hossain Mollah in the Howah Municipal Corporation under new Holding No. 16/5, Dakshin Buxarah 1st Bye Lane of Ward No. 41 under Howrah Municipal Corporation, Howrah.

AND WHEREAS after mutation of the said property in the name of said Mozaffar Hossain Mollah both in Howrah Municipal Corporation and in the settlement office, the said Mozaffar Hossain Mollah desires to develop the said property and wishes to repurchase the scheduled mentioned property and submitted such proposal before the said Rajendra Kumar Goyal, Chanda Goyel @ Chanda Goyal @ Chanda Goel and Rahul Goyal and the said Rajendra Kumar Goyal and two others are agreed to sell the said property to the 1st Party herein and after discussion the 1 Party herein is agreed to purchase the scheduled mentioned property and subsequently purchases the said 15 chittacks 11 sq. ft. land through a registered Deed of Sale executed on 20th October, 2024 registered at the office of Additional Registrar of Assurances-IV, Kolkata recorded in Book no. 1, Being No. I – 190415647/2024.

AND WHEREAS for the better Utilization of the above property, the above owner executed one Registered Agreement for Development with **SAMBHAV CONSTRUCTION** a sole proprietorship Firm, having its registered office at

208, Panchanantala Road, Post and Police Station-Howrah, Pin-711101, being represented by its sole proprietor **PRADIP KUMAR SINGH** (PAN: AUMPS7011D), Aadhaar No. 8048 2284 4060), son of Late Narad Singh, by faith Hindu, by occupation- Business, residing at 2 No. Deshpran Shasmal Road, P.O.- Howrah, P.S. Bantra, District- Howrah, Pin-711101 on 01.11.2024 and the said deed has been recorded in Book No. I, Being No. 190212900 the year 2024. And on the same Date, he have executed one Registered Development Power of Attorney on 01.11.2024 and the said Development Power of Attorney has been recorded in Book No. I, Volume No. 1902 -2024, Pages No. 710837 to 710863, Being No. 190212906 for the year 2024, in the office of Additional Registrar of Assurance Kolkata – (II).

AND WHEREAS thereafter on 23RD November 2024 wherein the Developer on behalf of the owner executed one boundary declaration Deed wherein the area of the Land has been mentioned 15 Cottahs 00 Chittaks 41.770 Sq.ft. OR 1007.225 SQ.M as per measurement.

C. The said land is earmarked for the purpose of building a residential project comprising G+7 multistoried apartment building and the said project shall be known as “ **SAMBHAV RESIDENCY**”.

D. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the said land on which Project is to be constructed have been completed.

E. The **HOWRAH MUNICIPAL CORPORATION** has granted the commencement certificate to develop the Project vide approval dated bearing

sanction Building Plan No SWS-OBPAS/1902/2025/0062 dated 27.01.2025
from **HOWRAH MUNICIPAL CORPORATION.**

F. The Promoter has obtained the final layout plan approvals for the Project for **SAMBHAV RESIDENCY.** The Promoter agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with section 14 of the Act and other laws as applicable.

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

H. The Purchaser had applied for an apartment in the Project vide application no. _____ dated _____ and has been allotted apartment no. _____ having carpet area of square feet, type on _____ floor in [tower/block/building] no. ("Building") along with garage/closed parking no. _____ admeasuring square feet in the _____ [Please insert the location of the garage/closed parking], as permissible under the applicable law and of prorate share in the common areas ("Common Areas") as defined under clause(n) of Section 2 of the Act (here in after referred to as the "Apartment" more particularly described in Schedule A and the floor plan of the apartment is annexed hereto and marked as Schedule B).

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

J. _____ [

Please enter any additional disclosures/details]

K. The Parties here by confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;

L. 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;

M. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter here by agrees to sell and the purchaser here by agrees to purchase the [Apartment] and the garage/closed parking (if applicable) as specified in paragraph H;

NOW THERE FORE, in consideration of the mutual representations, covenants, assurances, promises and agreements contained here in and other good and valuable consideration, the Parties agrees as follows:

1. TERMS:

Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the purchaser and the purchaser hereby agrees to purchase, the [Apartment/Plot] as specified in paragraph H;

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

And GST Amount is

Rs. _____ (_____) Totaling to Rs. _____ (Rs. _____) only
 ("Total Price") (Give break up and description) more particularly describes in schedule "C"

Block/Building/Tower no.	Rate of Apartment per square feet*
..... Apartment	
no.	
Type	
Floor	

Provide breakup of the amounts such as cost of apartment, proportionate cost of common areas, preferential location charges, taxes etc.

[AND]if/as applicable]

Garage/Closed parking-1	Price for 1
Garage/Closed parking-2	Price for 2

Explanation:

i) The Total Price above includes the booking amount paid by the purchaser 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 change / modification in the taxes, the subsequent amount payable by the purchaser to the promoter shall be increased/reduced based on such change / modification;

(iii) The Promoter shall periodically intimate to the purchaser, 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 purchaser the details of the taxes paid or demanded along with the acts/rules/ notifications together with dates from which such taxes/levies etc. have been imposed or become effective;

(iv) The Total Price of Apartment includes: 1) proportionate share in the Common Areas and 2) garage(s)/closed parking(s) 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 Promoter undertakes and agrees that while raising a demand on the purchaser for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand

letter being issued to the purchaser, which shall only be applicable on subsequent payments.

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

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

It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of the Apartment, or building, as the case maybe, 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 purchaser , or such minor changes or alterations as per the provisions of the Act.

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 purchaser 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 purchaser. If there is any increase in the carpet area allotted to purchaser, the Promoter shall demand that from the purchaser as per the next mile stone 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.

Subject to Clause 9.3 the Promoter agrees and acknowledges, the purchaser shall have the right to the Apartment as mentioned below:

- (i) The purchaser shall have exclusive ownership of the Apartment.
- (ii) The purchaser shall also have undivided proportionate share in the Common Areas. Since the share/interest of purchaser in the Common Areas is undivided and cannot be divided or separated, the purchaser 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 purchaser to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the promoter shall convey undivided proportionate title in the common are as to the association of purchaser as provided in the Act;
- (iii) That the computation of the price of the Apartment includes recovery of price of land, construction of not only the Apartment but also the Common

Areas, internal development charges, external development charges, taxes, cost of providing electric wiring equipment in the common areas etc. and includes cost for providing all other facilities as provided within the Project.

It is made clear by the Promoter and the purchaser agrees that the Apartment along with _____ garage/ closed parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the purchaser.

It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the purchaser of the Project.

It is understood by the Allottee that all other areas and i.e. areas and facilities falling outside the Project, namely **SAMBHAV RESIDENCY** Shall not form a part of the declaration to be filed with the Competent Authority in accordance with the West Bengal Apartment Ownership Act, 1972

The Promoter agrees to pay all outgoings before transferring the physical possession of the apartment to the purchaser, which it has collected from the purchaser, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent

authorities, banks and financial institutions, which are related to the project). If the Promoter fails to pay all or any of the outgoings collected by it from the purchaser or any liability, mortgage loan and interest thereon before transferring the apartment to the purchaser, 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 there for by such authority or person.

The purchaser has paid a sum of Rs _____ Rupees _____ only) as **booking amount** being part payment towards the Total Price of the Apartment at the time of application.

The receipt of which the Promoter here by acknowledges and the Allottee here by agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan as may be demanded by the Promoter within the time and in the manner specified therein:

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

Provided that if the purchaser 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 Promoter abiding by the construction milestones, the purchaser 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 '**SAMBHAV CONSTRUCTION.** payable as mentioned in **(Schedule-C)**

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES

The purchaser, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made there under or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The purchaser understands and agrees that in the event of any failure on his/her part to comply with the applicable guide lines issued by the Reserve Bank of India, he/she shall be liable for any action under the

Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

The Promoter accepts no responsibility in this regard. The purchaser shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the purchaser subsequent to the Signing of this Agreement, it shall be the sole responsibility of the purchaser 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 purchaser 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 purchaser only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS

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

5. TIME IS ESSENCE

Time is of essence for the Promoter as well as the purchaser. The Promoter shall abide by the time schedule for completing the project and handing over the Apartment to the purchaser and the common areas to the association of the purchaser after receiving the occupancy certificate* or the completion certificate or both, as the case may be. Similarly, the purchaser shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in **Schedule C ("Payment Plan")**.

6. CONSTRUCTION OF THE PROJECT /APARTMENT

The purchaser has seen the specifications of the Apartment and accepted the Payment Plan, floor plans, layout plans [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans provisions prescribed by the local Municipal Authority [Please insert the relevant laws in force] and shall not have an option to make any variation /alteration /modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE APARTMENT

Schedule for possession of the said [Apartment/Plot]: The Promoter agrees and understands that timely delivery of possession of the Apartment is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over **possession of the Apartment on**, 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 purchaser agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The purchaser agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 days from that date. After refund of the money paid by the Allottee. Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

Procedure for taking possession – The Promoter, upon obtaining the completion certificate* from the competent authority shall offer in writing the possession of the Apartment, to the purchaser in terms of this Agreement to be taken within 3 (three months) from the date of issue of such notice and the Promoter shall give possession of the Apartment to the

purchaser. The Promoter agrees and undertakes to indemnify the purchaser in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The purchaser agree(s) to pay the maintenance charges as determined by the Promoter/association of purchaser, as the case maybe. The Promoter on its behalf shall offer the possession to the purchaser in writing within days of receiving the occupancy certificate*of the Project.

Failure of purchaser to take Possession of Apartment: Upon receiving a written intimation from the Promoter as per clause 7.2, the purchaser 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 purchaser. In case the purchaser fails to take possession within the time provided in clause 7.2, such purchaser shall continue to be liable to pay maintenance charges as applicable.

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

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

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

Compensation–

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

Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the Apartment(i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the purchaser, in case the purchaser wishes to withdraw from the Project, without prejudice to any other remedy available, to Return the total amount received by him in respect of the Apartment, with interest at the rate specified in the Rules within 45 days including compensation in the manner as provided under the Act. Provided that where if the purchaser does not intend to

withdraw from the Project, the Promoter shall pay the purchaser interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the Apartment.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

The Promoter here by represents and warrants to the purchaser as follows:

- (i) The [Promoter] has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carryout development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project;
- (iv) There are no litigations pending before any Court of law with respect to the said Land, Project or the Apartment.
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Apartment and common areas;

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

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

(viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the purchaser 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 purchaser and the common areas to the Association of the purchaser

(x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;

(xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies,

impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;

(xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project;

(xiii) That the property is not Waqf property.

9. EVENTS OF DEFAULTS AND CONSEQUENCES

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

(i) Promoter fails to provide ready to move in possession of the Apartment to the purchaser within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects;

(ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made there under.

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

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

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

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

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

(i) In case the purchaser fails to make payments for three consecutive demands made by the Promoter as per the Payment Plan annexed hereto,

despite having been issued notice in that regard the purchaser shall be liable to pay interest to the promoter on the unpaid amount at the rate specified in the Rules.

(ii) In case of Default by purchaser under the condition listed above continues for a period beyond consecutive months after notice from the Promoter in this regard, the Promoter shall cancel the allotment of the Apartment in favour of the purchaser and refund the amount money paid to him by the purchaser by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

10. CONVEYANCE OF THE SAID APARTMENT

The Promoter, on receipt of complete amount of the Price of the Apartment under the Agreement from the purchaser, shall execute a conveyance deed and convey the title of the Apartment together with proportionate indivisible share in the Common Areas within 3 (three) months from the issuance of the completion / occupancy certificate*. However, in case the purchaser 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 purchaser authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Promoter is made by the purchaser. The purchaser shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any

actions taken or deficiencies/ penalties imposed by the competent authority (ies).

11 MAINTENANCE OF THE SAID BUILDING /APARTMENT/ PROJECT

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of the purchaser. The cost of such maintenance has been included in the Total Price of the Apartment. In case of any unsold apartment/flat, after the completion and after formation of association, promoter is not responsible to provide any maintenance charge on account of any unsold flat / apartment.

12. DEFECTLIABILITY

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

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

The purchaser hereby agrees to purchase the Apartment on the specific understanding that his/her right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and there after billed by the maintenance agency appointed or the association of purchaser (or the maintenance agency appointed by it) and performance by the purchaser of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of purchaser from time to time.

14. RIGHT TO ENTER THE APARTMENT FOR REPAIRS

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

15 . USAGE

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the **ANIL VILA APERTMENT** (project name), shall be earmarked for purposes such as parking spaces and services including but

not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, pumps and equipment's etc. and other permitted uses as per sanctioned plans. The purchaser shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of purchaser formed by the purchaser for rendering maintenance services

16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

Subject to Clause 12 above, the purchaser shall, after taking possession, be solely responsible to maintain the Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized. The purchaser further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the building or anywhere on the exterior of the Project, buildings therein or Common Areas. The purchaser 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 purchaser 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 purchaser shall also not remove any wall, including the outer and load bearing wall of the Apartment. The purchaser shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of purchaser and/or maintenance agency appointed by association of purchaser. The purchaser 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 PURCHASER

The purchaser is entering into this Agreement for the allotment of a Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular. That the purchaser hereby undertakes that he/she shall comply with and carry out, from time to time after he/she has taken over for occupation and use the said Apartment, all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the Apartment / at his/ her own cost.

18. ADDITIONAL CONSTRUCTIONS

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan has

been approved by the competent authority (ies) except for as provided in the Act.

19. PROMOTER SHALL NOT MORTGAGE OR CREATE CHARGE

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

20. APARTMENT OWNERSHIP ACT

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

21. BINDING EFFECT

Forwarding this Agreement to the purchaser by the Promoter does not create a binding obligation on the part of the Promoter or the purchaser until, firstly, the purchaser 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 purchaser and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the purchaser(s) fails to

execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the purchaser and/or appear before the Registrar/Sub-Registrar/ registrar of Assurance for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the purchaser for rectifying the default, which if not rectified within 30(thirty) days from the date of its receipt by the purchaser, application of the purchaser shall be treated as cancelled and all sums deposited by the purchaser in connection therewith including the booking amount shall be returned to the purchaser without any interest or compensation whatsoever.

22. ENTIRE AGREEMENT

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/ 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 PURCHASER /SUBSEQUENT ALLOTTEES

It is clearly understood and so agreed by and between the Parties here to that all the provisions contained are in and the obligations arising here under in respect of the Project shall equally be applicable to and enforceable against any subsequent purchaser of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

25. WAIVER NOT A LIMITATION TO ENFORCE

The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the purchaser 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 purchaser that exercise of discretion by the Promoter in the case of one purchaser shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other purchaser.

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

26. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the

purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made there under or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

Wherever in this Agreement it is stipulated that the purchaser has to make any payment, in common with other purchaser(s) in Project, the same shall be the proportion which the carpet area of the Apartment bears to the total carpet area of all the Apartments in the Project.

28. FURTHER ASSURANCES

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

29. PLACE OF EXECUTION

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

30. NOTICES

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

..... Name of purchaser

..... (purchaser Address) M/s **SAMBHAV**

CONSTRUCTION Promoter name :- **PRADIP KUMAR SINGH** residing at 2
No. Deshpran Shasmal Road, P.O.- Howrah, P.S. Bantra, District- Howrah,
Pin-711101.

It shall be the duty of the purchaser and the promoter to inform each other of any change in address subsequent to the execution of this Agreement in

the posted at the above address shall be deemed to have been received by the promoter or the purchaser, as the case maybe.

That in case there are Joint purchaser all communications shall be sent by the Promoter to the purchaser 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 purchaser.

31. JOINT ALLOTEES

That in case there are joint allottees all communications shall be sent by the promoter to the allottee whose name appears first and the address given by him/her which shall for all intents and purposes to consider as properly served on all the allottees.

32. GOVERNING LAW

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

33. DISPUTERE SOLUTION

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 'A' SCHEDULE ABOVE REFERRED TO
(ENTIRE PROPERTY)**

ALL THAT piece and parcel of Mokarari mourashi bastu land measuring 15 Cottahs 00 Chittaks 41.770 Sq.ft. OR 1007.225 SQ.M. along with (G+7) multistoried building standing thereon, comprised in Howrah Municipal Corporation Holding No. Holding No. 16/5, Dakshin Buxarah 1 Bye Lane Police Station Shibpur at Present A.J.C BOSE, B.GARDEN , District Howrah-711109, under Ward No 41 of Howrah Municipal Corporation, appertaining to L.R. Dag No. 107/128,109,113,35,40 and L.R. Khatian Nos. 151 & 154 within Mouza Shibpur, Sheet No.108,109, along with all easement right over the common passage, which is butted and bounded as follows:

ON THE NORTH : 17, Dakshin Baksara 1st Bye Lane, & 18, Dakshin Baksara 1st Bye Lane.

ON THE SOUTH : 16/2, Dakshin Baksara 1st Bye Lane.(G+V)

ON THE EAST : 16/1, Dakshin Baksara 1st Bye Lane.(play ground)

ON THE WEST : 9.200 Mtr . Wide Dakshin Baksara 1st Bye Lane.

(DESCRIPTION OF FLAT AND BUILDING)

1. Structure : R.C.C. Foundation and R.C.C. structure.
2. Brick work : 08" outside 4" inside partition wall (as Necessary).
3. Doors : Door fame of Saal wood, Door Shutter of Flash Door, Bathroom frame and Door of PVC.
- 4.Window : Grill fitted Sliding Aluminum window with full Glass.

5. Floor : All tiles floor with 4" skirting on all sides
6. Toilet : Tiles floor and wall with glazed Tiles up to 5" (Five feet) height.
7. Kitchen : Kitchen slab of black stone and One sink of Stainless steel wall above slab up to 2" height with glazed tiles and two taps.
8. Dining Room: One white Basin.
9. Electricals : 5 Points in each Bed Room and Drawing cum Dining room, 2 points in toilet, 4 points in Kitchen, 1 Bellpoint, exhaust hole and point, all concealed, plug point.
10. Sanitary : (i) One white commode in Toilet, 3 water Points in toilet.
(ii) One white commode and two water points In W/C.
11. Painting : Inside wall with wall putty in each flat and Outside wall with cement paint.
12. Water supply : Common overhead tank and distribution of Water in each floor from down pipe of PVC From water reservoir through pump.
13. Staircase : Floor Tiles And color coating wall in staircase inside Wall.
14. Door Windows : Main doors shall be wood provided by one view And Fittings Finder, Steel Aluminum Tower bolt, handle And all inside doors provides with necessary Aluminum/steel fittings.
15. Lift : Four passengers lift of reputed company will be provided.

**THE 'B' SCHEDULE ABOVE REFFERD TO
(DESCRIPTION OF THE FLAT HEREBY SOLD)**

ALL THAT piece & parcel of a Residential Flat being Flat No. [Marble Flooring and Lift Facilities) on the (..... Side), having Carpet

area of Square feet and Super built-up area of Square feet, Consisting of Bed Room, Living - Cum - Dining Room, Kitchen, Toilet, Balcony, of the building along with garage/closed parking no. _____ admeasuring square feet in the _____ including undivided proportionate Share of land underneath the building, comprised in Howrah Municipal Corporation Holding No. 16/5, Dakshin Buxarah 1 Bye Lane Police Station Shibpur at Present A.J.C BOSE, B.GARDEN, District Howrah-711109, under Ward No 41 of Howrah Municipal Corporation, appertaining to L.R. Dag No. 107/128, 109, 113, 35, 40 and L.R. Khatian Nos. 151 & 154 within Mouza Shibpur, Sheet No. 108, 109, together with all other common area and casement facilities and shown with 'RED' border line in the annexed plan which is a part of deed of conveyance, butted and bounded as follows:

ON THE NORTH : ..

ON THE SOUTH : ..

ON THE EAST : ..

ON THE WEST : ..

FLOOR PLAN ATTACHED :-

SCHEDULE 'C'-PRICE DETAILS & PAYMENT PLAN

Unit Price:	Rs
a) Cost of Unit	00,00,000.00
b) Cost of exclusive balcony or verandah areas	
c) Proportionate cost of Common Areas with external wall thickness etc.	
Sub- Total (A)	
Other Charges :	
a) Electrical transformer installation charges	00,000.00
b) Contribution for becoming Member of the Association.	0,000.00
c) Legal/documentation Charges per Apartment. This shall include documentation charges and exclude registration / commissioning charges, stamp duty and registration fees, which shall be paid extra by the Allottee at actual	00,000.00
Sub-Total (B)	000000.00
Total G.S.T @..... (C)	00,00,000.00
Total Price (A+B+C)	

THE TOTAL PRICE SHALL BE PAID BY THE ALLOTTEE IN THE FOLLOWING MANNER :

The purchaser shall pay to the builder the sum of rupees...000000.00 (in words... .. lacksThousand hundred) only approximately towards the cost of construction and completion of the said flat together with the proportionate undivided share or interest in land comprised in the said premises appurtenant to the said flat which has been calculated at the rate of approx Rs..... (in word)

only per Square Feet rate in the following manner.

Rs..... i.e. 10% of unit price on the day of booking as well as signing of this presents.

Rs..... i.e. 20% of unit price on or before completion of foundation upto plinth level of the said building .

Rs..... i.e. 20% of the unit price on or before completion of respective floor roof.

Rs..... i.e. 20% of unit price on or before completion of respective flat unit brick work.

Rs..... i.e. 20% of unit price on or before completion of respective flat electricity, door & window frame fitting and plaster & flooring.

Rs..... i.e. 10% of unit price and (B) and (C) of the 'Price Schedule Table' on or before final possession and handover.

IN WITNESS WHEREOF parties herein above named have set their respective hands and signed this Agreement for sale at HOWRAH (city/town name) in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITH IN NAMED

purchaser: (including joint buyers)

- (1)
(2)

At on in the presence of:

SIGNED AND DELIVERED BY THE WITH IN NAMED

Promoter:

(1)
(Authorized Signatory)

WITNESSES:

1. Signature Name-

Address

2. Signature Name

-Address