

## AGREEMENT FOR SALE

This Agreement for Sale ("**Agreement**") executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_,

### By and Between

- (1) **SRI PABITRA RANJAN DAS**, Son of late Madhablal Das,
- (2) **SRI HARENDRA CHANDRA DAS**, Son of late Madhablal Das
- (3) **SMT. SUNITI DUTTA**, Wife of Sri Nikhil Kumar Dutta
- (4) **SMT. MANJU KUNDU**, Wife of Late Ranjit Kundu,
- (5) **SMT. BANI DUTTA**, Wife of Sri Tapan Dutta
- (6) **SMT. MANI PAL**, Wife of Sukhmoy Pal,
- (7) **SMT. MAMTA MULLICK**, Wife of Sukumar Mullick
- (8) **SRI CHITRANJAN DAS**, Son of late Madhablal Das,
- (9) **SMT. BABLI DAS**, Wife of Late Rajendra Chandra Das
- (10) **SRI DIPTANU DAS**, Son of Late Rajendra Chandra Das (**PAN-BMZPD6723P**) by faith Hindu, by occupation service and Residing at – 37H, Upendra Biswas Sarani, Kamarpara Jadavpur, District South 24 Parganas, Pin Code – 700032, hereinafter called the **“LANDOWNERS / OWNERS / EXECUTANTS / PRINCIPALS”** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees) of the **FIRST PART.**

AND

**P N ENTERPRISES PAN – AAPFP0320H**, a partnership firm having its corporate office at 143/65, Picnic Garden Road Tiljola, Kolkata-700039 by its **Partner** (authorized signatory) **Sri Bhaskar Nandi** (PAN – ANEPN9746P) authorized vide board resolution hereinafter referred to as the **“DEVELOPER / BUILDER / DEVELOPER / ATTORNEY”** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees) of the **SECOND PART.**

AND

(1) *[If the Allottee is a company]*

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

[OR]

(2) *[If the Allottee is a Partnership]*

\_\_\_\_\_, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at \_\_\_\_\_, (PAN \_\_\_\_\_), represented by its authorized partner, \_\_\_\_\_, (Aadhar no. \_\_\_\_\_) authorized vide \_\_\_\_\_, hereinafter referred to as the "**ALLOTTEE**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners).

[OR]

(3) *[If the Allottee is an Individual]*

Mr. / Ms. \_\_\_\_\_, (Aadhar no. \_\_\_\_\_) son / daughter of \_\_\_\_\_, aged about \_\_\_\_\_, residing at \_\_\_\_\_, (PAN \_\_\_\_\_), hereinafter called the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees) of the **THIRD PART**

The Owners, Developer and Allottee shall hereinafter collectively be referred to as the "Parties" and individually as a "Party". The Owners and the Developer are hereinafter collectively referred to as "the Vendors".

## **WHEREAS:**

- A. 1. The Owner and the Developer, jointly, are the absolute and lawful owners of a piece and parcel of Danga Land about 04 Cottah 13 Chittak 28 Sq. Ft., together with 324.507 SQ.M. as per Deed and found to contain 324.507 SQ.M as per physical survey, more or less [**PRESENTLY**

**CONVERTED TO BASTU (Vide Case No. CN/2027/1507/432)],** appertaining to J.L. No.-16, R.S.Dag No.188, L.R.Khatian No.-63, Holding No.-2123, Chak Garia road under Kolkata Municipal Corporation, P.S.-Panchasayar, Ward No.-109, BR-XII, District-South 24 Parganas, West Bengal along with all the amenities and facilities attached with the said Land together with easement and quasi-easement right attached thereto for better enjoyment thereof and the annual proportionate share of Ground Rent, which will be assessed as per West Bengal Land Holding Revenue Act, payable to the Government of West Bengal through the office of the District Collector, South 24 Parganas and the said Land is butted and bounded by:-

On the NORTH	12.041M, by vacant land
On the SOUTH	12.039M, by 5.100M wide road
On the EAST	28.858M, by 107, Chak Garia
On the WEST	27.051M, by plot-D Chak Garia

2.The Premises is mutated in the names of the Owner in the records of the Kolkata Municipal Corporation.

3.The Premises is also mutated in the name of the Owner with the authorities under the West Bengal Land Reforms Act, 1955, as the owners thereof.

B. Owner and the Developer have entered into a joint development agreement dated **24<sup>th</sup> day of June, 2024** registered at the office of the District Sub-Registrar Office of the Alipore, West Bengal District, South 24 Parganas,

- C. The Said Land is earmarked for the purpose of building a Residential project, comprising a G+III-storeyed apartment building, and the said project shall be known as ("Project");  
 Provided that where land is earmarked for any institutional development the same shall be used for those purposes only and no commercial/residential development shall be permitted unless it is a part of the plan approved by the competent authority.
- D. The Parties are fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Owner and Developer regarding the said land on which Project is to be constructed have been completed;
- E. The Kolkata Municipal Corporation has sanctioned the Plans for construction of new buildings on the land for residential use;
- F. The Developer has obtained the final layout plan approvals for the Project from Kolkata Municipal Corporation The Developer 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 Developer has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at Kolkata; on \_\_\_\_\_ under Registration No. \_\_\_\_\_.
- H. The Allottee had applied for an apartment in the Project vide application no. \_\_\_\_\_ dated \_\_\_\_\_ and has been allotted apartment no. \_\_\_\_\_ having carpet area of \_\_\_\_\_ square feet, type \_\_\_\_\_, on \_\_\_\_\_ floor 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 pro rata share in the common areas ("Common Areas") as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the "Apartment" more particularly described in Schedule A and the floor plan of the apartment is annexed hereto and marked as Schedule B);
- I. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- J. The Allottee has independently examined and verified or caused to be examined and verified and is fully aware of and thoroughly satisfied about the following: (i) The ownership and title of the Owners in respect of the Premises and the documents relating thereto; (ii) right, title and interest of the Owner and Developer regarding the said land on which Project is to be constructed and the documents relating thereto; (iii) The Plans

sanctioned by the Municipality and the necessary approvals and permissions; (iv) The Carpet Area, Built-up Area and the Super Built-up Area of the said Apartment.

The Allottee undertakes and covenants not to raise henceforth any objection or make any requisition regarding the above and also waives the right, if any, to do so.

- K. 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;
- 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 Developer hereby agrees to sell and the Allottee hereby agrees to purchase the [Apartment/ Plot] and the garage/closed parking (if applicable) as specified in paragraph H;

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

**1. TERMS:**

Subject to the terms and conditions as detailed in this Agreement, the Vendors agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Apartment as specified in paragraph H;

The Total Price for the Apartment based on the carpet area is Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only ("Total Price"))

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

[AND] [if/as applicable]

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

Type _____	
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Explanation:

- (i) The Total Price above includes the booking amount paid by the allottee to the Developer towards the Apartment;
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Developer 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 Developer) 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 allottee to the Developer shall be increased/reduced based on such change / modification;
- (iii) The 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 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 Apartment includes: pro rata share in the said Land and Common Areas; and Facilities 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 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 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 Schedule C ("Payment Plan").

The Developer may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @ \_\_\_\_\_ % per annum or on mutually agreed terms 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 Developer.

It is agreed that the 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 apartment, plot or building, as the case may be, without the previous written consent of the Allottee. Provided that the 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.

[Applicable in case of an apartment] The 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\* 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 Developer. If there is any reduction in the carpet area within the defined limit then 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 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 in Clause 1.2 of this Agreement.

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

- (i) The Allottee shall have exclusive ownership of the Apartment and the Car Parking Space / Garage, described in **Schedule A** and
- (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 Developer shall convey undivided proportionate title in the common areas to the association of allottees as provided in the Act;
- (iii) That the computation of the price of the Apartment includes recovery of price of land, construction of [not only the Apartment but also] the 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 Developer and the Allottee 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 Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.

It is understood by the Allottee that all other areas and i.e. areas and facilities falling outside the Project, namely \_\_\_\_\_ 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 Developer agrees to pay all outgoings before transferring the physical possession of the apartment to the Allottees, which it has collected from the Allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Developer fails to pay all or any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottees, the 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 [Apartment/Plot] at the time of application the receipt of which the Developer hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the [Apartment/Plot] as prescribed in the Payment Plan as may be demanded by the 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 at the relevant time, which at present is State Bank of India Prime Lending Rate plus 2 percent per annum.

## **2.MODE OF PAYMENT**

Subject to the terms of the Agreement and the Developer abiding by the construction milestones, the Allottee shall make all payments, on demand by the 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 ' Developer ' 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 Developer with such permission, approvals which would enable the Developer to fulfil 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 Developer accepts no responsibility in this regard. The Allottee shall keep the 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 Developer immediately and comply with necessary formalities if any under the applicable laws. The 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 apartment applied for herein in any way and the Developer shall be issuing the payment receipts in favour of the Allottee only.

#### **4.ADJUSTMENT/APPROPRIATION OF PAYMENTS**

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

#### **5.TIME IS ESSENCE**

Time is of essence for the Developer as well as the Allottee. The Developer shall abide by the time schedule for completing the project and handing over the [Apartment/Plot] to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate\* or the completion certificate or both, 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 Developer as provided in Schedule C ("Payment Plan").

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

The Allottee has seen the specifications of the Apartment and accepted the Payment Plan, floor plans, layout plans, which has been approved by the competent authority, as represented by the Developer. The Developer shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities and subject to the terms of this Agreement and the understanding between the parties, the Developer undertakes to abide by such plans approved by the Municipality.

#### **7. POSSESSION OF THE APARTMENT**

- a. Schedule for possession of the said Apartment:** The Developer agrees and understands that timely delivery of possession of the Apartment is the essence of the Agreement. The Developer, based on the approved plans and specifications,

assures to hand over possession of the Apartment on **1<sup>st</sup>, May, 2028** 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 Developer shall be entitled to the extension of time for delivery of possession of the [Apartment/Plot], provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Developer to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Developer shall refund to the Allottee the entire amount received by the Developer 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 Developer and that the Developer shall be released and discharged from all its obligations and liabilities under this Agreement.

- b. Procedure for taking possession** – The Developer, upon obtaining the occupancy certificate\* from the competent authority shall offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Developer shall give possession of the Apartment to the Allottee. The Developer agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Developer. The Allottee agree(s) to pay the maintenance charges as determined by the Developer/association of allottees, as the case may be. The Developer on its behalf shall offer the possession to the Allottee in writing within 30 days of receiving the occupancy certificate\* of the Project.
- c. Failure of Allottee to take Possession of Apartment:** Upon receiving a written intimation from the Developer as per clause 7.2, the Allottee shall take possession of the Apartment from the Developer by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Developer shall give possession of the Apartment to the allottee. In case the Allottee fails to take possession within the time provided in clause 7.2, such Allottee shall continue to be liable to pay maintenance charges as applicable.
- d. Possession by the Allottee** – After obtaining the Completion/Occupancy certificate\* and handing over physical possession of the Apartment to the Allottees, it shall be the responsibility of the Developer to hand over the necessary documents and plans, including common areas, to the association of the Allottees or the competent authority, as the case may be, as per the local laws.

- e. 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 Developer, the 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 Developer to the allottee within 45 days of such cancellation or within such further time as may be agreed between the parties. The liability of the Developer to refund any amount to the Allottee shall arise only upon execution and registration of a Cancellation Agreement at the costs of the Allottee. The fees and expenses relating to this Agreement for Sale including stamp duty, registration fees, GST, Advocate fees, incidental and other expenses for registration, brokerage, etc. shall not be refundable.

- f. Compensation** –

The 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 Developer fails to complete or is unable to give possession of the [Apartment/Plot] (i) in accordance with the terms of this Agreement, duly completed by the date specified 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 Developer shall be liable, on demand to the allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, with interest at the rate specified in the Rules within 45 days including compensation in the manner as provided under the Act. Provided that where if the Allottee does not intend to withdraw from the Project, the 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 Apartment.

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

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

- (i) The Owners have marketable title with respect to the said Land. The details of the Purchase Deeds in favour of the Owners in respect of the Premises are mentioned in **Schedule I** hereto. The Owners have absolute, actual, physical and legal possession of the said Land which have been handed over to the Developer to carry out development of the Project;

- (ii) The Developer has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project on the said Land;
- (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 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 Apartment and common areas;
- (vi) The Vendors have the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vii) The Vendors have not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The Vendors confirm that the Vendors are not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Developer shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee and the common areas to the Association of the Allottees;
- (x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;
- (xi) The Vendors have duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the Municipality till the Completion/Occupancy Certificate is issued;
- (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 Developer 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 Developer shall be considered under a condition of Default in the following events:

- (i) Developer fails to provide ready to move in possession of the Apartment to the Allottee within the time period specified in Schedule A or any extension thereof. 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 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.

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

- (i) Stop making further payments to Developer as demanded by the Developer. If the Allottee stops making payments, the 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
- (ii) The Allottee shall have the option of terminating the Agreement in which case the Developer shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the apartment, along with interest at the rate specified in the Rules within forty-five days of receiving the termination notice:

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

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

- (i) In case the Allottee fails to make payments of consecutive demands made by the 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 Developer on the unpaid amount at the rate specified in the Rules.
- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond 2 (two) consecutive months after notice from the Developer in this regard, the Developer may cancel the allotment / Agreement of the said Apartment Unit in favour of the Allottee and refund the money paid to the Developer by the Allottee after deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated and the Developer shall from the date of

termination be free to deal with, dispose of and/or sell the said Apartment Unit to anyone else without waiting for formal execution of the Cancellation Agreement and without any reference to the Allottee whose rights and/or entitlements shall come to an end forthwith upon termination and the Allottee hereby consents to the same. However, the liability of the Developer to refund any amount to the Allottee shall arise only upon execution and registration of a Cancellation Agreement at the costs of the Allottee. The fees and expenses relating to the Agreement for Sale including stamp duty, registration fees, GST, Advocate fees, incidental and other expenses for registration, brokerage, etc. shall not be refundable.

- (iii) The Developer shall have the right to cancel this Agreement if the Allottee creates any nuisance, obstructs the development of the Project or in any manner prohibits the Developer from carrying out development of the said Land in any manner whatsoever. The Developer may exercise this right of cancellation at its sole discretion and without any liability or obligation towards the Allottee. The Developer's decision to cancel this Agreement shall be final and binding upon the Allottee and the Allottee shall have no right to challenge or dispute such cancellation. In case of such cancellation by the Developer the provision of Clause 7e including regarding termination, forfeiture and refund shall be applicable.

## **10. CONVEYANCE OF THE SAID APARTMENT**

The Developer, on receipt of complete amount of the Price of the Apartment under the Agreement from the Allottee, 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 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 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 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 / APARTMENT / PROJECT**

Subject to timely payment of maintenance charges by all the Allottees of the Project (including the Allottee herein) the Developer through any agency appointed by the Developer shall be responsible to provide and maintain essential services in the Project till the offer to the Association to take over of the maintenance of the Project upon the issuance of the Completion/Occupancy Certificate of the Project. The cost of such maintenance has not been included in the Total Price/Agreed Consideration of the said

Apartment Unit and the same shall be paid by the Allottee as agreed with the Developer forthwith upon demand.

## **12.DEFECT LIABILITY**

It is agreed that in case any structural defect in construction which is certified by a licensed Architect and/or engineer (excluding any purchased materials and/or items from third party manufacturers) is brought to the notice of the Developer within a period of 5 (five) years by the Allottee from the date of handing over possession and/or the date of issue of the Completion/Occupancy Certificate in respect of the said Apartment, whichever is earlier, the Developer shall take steps to rectify such defects without further charge, within 30 (thirty) days or such further time as may be necessary as per the Architect/Structural Engineer, and in the event of the 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 Provided However that the Developer shall not be liable under any circumstances if any additions, alterations and/or modifications etc. have been made in the Buildings, Common Areas and Facilities and/or any of the Apartments by the Apartment Owners including the Allottee herein and/or if there is any deviation found from the sanctioned Plans. It is further made clear that the structural defect, if any, must be certified by a licensed Architect and/or engineer that it is a defect made at the time of construction and is not due to wear and tear and/or due to weather elements and/or natural causes /calamities and/or due to any additions, alterations and/or modifications, etc. and/or any acts or omissions made by any of the Apartment Owners and/or occupants of the Buildings and/or due to any other reason not attributable to the Developer.

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

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

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

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

## **15. USAGE**

The Common Areas and Facilities mentioned in **Schedule E** and located within the said Land, shall be ear-marked for purposes such as facilities and services including but not limited to underground water tanks, pump rooms, maintenance and service rooms, fire-fighting pumps and equipment etc. and other permitted uses as per sanctioned plans if mentioned therein. The Allottee shall not be permitted to use the services areas in any manner whatsoever, and the same shall be reserved for use by the Association of Allottees formed for rendering maintenance services.

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

Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, 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 Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Apartment. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Developer and thereafter the association of allottees and/or maintenance agency appointed by association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

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

The Allottee is entering into this Agreement for the allotment of 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 Allottee hereby undertakes that he/she shall comply with and carry out, from time to time after he/she has taken over for occupation and use the said Apartment, all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the Apartment/ at his/ her own cost.

## **18.ADDITIONAL CONSTRUCTIONS**

The 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 and under this Agreement including the clauses herein and as may be agreed.

## **19.DEVELOPER SHALL NOT MORTGAGE OR CREATE CHARGE**

After the execution of this agreement, the Vendors shall not mortgage or create a charge on the said Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take the said Apartment. The Allottee shall be entitled to take housing loans for the purpose of purchasing the said Apartment Unit in the Project from banks, institutions and entities granting such loans provided that such loans are in accordance with and subject to this Agreement and the loans taken/to be taken by the Vendors. In the event of any conflict in the terms of the housing loan documents and this Agreement, the terms of this Agreement shall prevail.

## **20.APARTMENT OWNERSHIP ACT**

The Developer has assured the Allottees that the project in its entirety is in accordance with the provisions of the West Bengal Apartment Ownership Act,1972. The 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 Developer does not create a binding obligation on the part of the 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 Developer. If the Allottee(s) fails to execute and deliver to the 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 Developer, then the 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 cancellation of this Agreement by the Allottee without any default of any of the Vendors and in such case the provision of Clause 7e above regarding termination, forfeiture and refund shall be applicable. It is made clear that the Allottee shall not be entitled to 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**

The Agreement may only be amended through written consent of the Parties. Any document containing any additions, modifications, amendments, consents or variations accepted by the parties shall be valid and binding irrespective of whether the same is registered or not. The parties understand the present registration procedure in West Bengal does not contain provision for registration of any amendment, etc. of a document and as such registration of any document containing any amendment, etc. is not likely to be possible.

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

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

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

The 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 Developer in the case of one Allottee shall not be construed to be a precedent and /or binding on the Developer to exercise such discretion in the case of other Allottees.

Failure on the part of the 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 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 Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be the proportion which the carpet area of the Apartment bears to the total carpet area of all the Apartments in the Project.

**28.FURTHER ASSURANCES**

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

**29. PLACE OF EXECUTION**

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

**30. NOTICES**

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

**Allottee's Address:**

\_\_\_\_\_ Name of Allottee  
\_\_\_\_\_, Post Office \_\_\_\_\_, District  
\_\_\_\_\_, PIN \_\_\_\_\_ (Allottee Address)

**Vendors' Address:**

**G. S. Properties and Management (P) Ltd.**

Premises No. 89/4, Nager Bazar Road, 1<sup>st</sup> Floor, Flat No. 1/1, P.S. – Nager bazar,

Dum Dum Municipality, Kolkata 700074.

It shall be the duty of the Allottee and the 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 Developer or the Allottee, as the case may be.

### **31. JOINT ALLOTTEES**

That in case there are Joint Allottees all communications shall be sent by the Vendors to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees. The General Terms and Conditions (GTC) on the basis of which the transaction has been entered into shall continue to be valid and subsisting and shall be deemed to be a part of this Agreement. Waiver or limitation of any right or interest and/or any consent given by any party in this Agreement and/or any part hereof and/or in any document hereafter, shall be valid and binding and the same shall also be deemed to be voluntarily given, repeated and/or reiterated by such party subsequent to the signing of this Agreement.

### **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 amicably by mutual discussion, failing which the same shall be referred to Arbitration under the Arbitration and Conciliation Act, 1996. The Arbitral Tribunal shall consist of a sole Arbitrator to be appointed in accordance with the Arbitration and Conciliation Act, 1996 as amended from time to time. The arbitration shall be held at Kolkata in accordance with the Arbitration and Conciliation Act, 1996 as amended from time to time. The parties have agreed that the sole Arbitrator shall not be bound to follow the rules of evidence and shall have summary powers and may make interim orders and Awards, whether interim or final. The Award/Awards made by the Arbitrator shall be final and the parties agree to be bound by the same.

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 first above written.

**SIGNED AND DELIVERED BY THE WITHIN NAMED**

Allottee: (including joint buyers)

(1) Signature \_\_\_\_\_

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

Address: \_\_\_\_\_

(2) Signature \_\_\_\_\_

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

Address: \_\_\_\_\_

**SIGNED AND DELIVERED BY THE WITHIN NAMED**

Developer:

(1) Signature \_\_\_\_\_

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

Address: \_\_\_\_\_

(Authorized Signatory)

(2) Signature \_\_\_\_\_

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

Address: \_\_\_\_\_

At Kolkata on \_\_\_\_\_ in the presence of:

WITNESSES:

(1) Signature \_\_\_\_\_

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

Address \_\_\_\_\_

(2) Signature \_\_\_\_\_

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

Address \_\_\_\_\_

## SCHEDULE 'A'

### APARTMENT UNIT

ALL THAT the Apartment No. \_\_\_\_\_ having Carpet Area of about \_\_\_\_\_ square feet, more or less, and Built-Up Area of about \_\_\_\_\_ square feet, more or less, and mutually agreed by the parties to be equivalent to Super Built-Up area of \_\_\_\_\_ square feet on the \_\_\_\_\_ Floor and the covered parking (if any) on the ground floor (the location whereof shall be specified by the Developer on or before the Date of Possession) in the Project being constructed at J.L. No. - 19, L.R. Dag No. - 1438, L.R. Khatian No. – 766/3, 2646, 2484, 2485, 2323, 2324, 2327, 2330, Touzi No. – 10, Holding No. - 2, Mouza - Thakdari. P.S. – New Town. District - 24 Parganas (North) under Bidhannagar Municipal Corporation, Kolkata – 700102, West Bengal, having local jurisdiction of the Office of Sub-Registrar at Rajarhat, butted and bounded by:-

On the NORTH	12.041M, by vacant land
On the SOUTH	12.039M, by 5.100M wide road
On the EAST	28.858M, by 107, Chak Garia
On the WEST	27.051M, by plot-D Chak Garia

The said Apartment is proposed to be made ready for handing over possession by **1st May, 2028**, unless there is a delay due to Force Majeure or reasons beyond control.

**SCHEDULE 'B'**  
FLOOR PLAN OF THE APARTMENT

PLAN ATTACHED

**SCHEDULE 'C'**  
PAYMENT PLAN BY THE ALLOTTEE

**[Total Price/Agreed Consideration]**

Total Price/Agreed Consideration for Sale of:	
a) Apartment _____ in _____ Floor	Rs. _____/-
b) Garage (excluding GST, Cess, and other taxes)	Rs. _____/-
<b>Total</b> <b>(Rupees _____ only)</b>	<b>Rs.</b> _____/-

**[Payment Schedule]**

Sl. No.	Percentage (%) of Consideration	Particulars
1	On Booking	10% + Taxes as applicable
2	After Execution and Registration of Sale Agreement	10% + Taxes as applicable
3	On commencement of Foundation/Piling work	10% + Taxes as applicable
4	On Commencement of Ground Floor Roof Casting	10% + Taxes as applicable
5	On Commencement of First Floor Roof Casting	10% + Taxes as applicable
6	On Commencement of Second Floor Roof Casting	10% + Taxes as applicable
7	On Commencement of Third Floor Roof Casting	10% + Taxes as applicable
8	On Commencement of Fourth Floor Roof Casting	10% + Taxes as applicable
9	On Commencement of Brick work of said unit	10% + Taxes as applicable
10	On Commencement of flooring of said unit	5% + Taxes as applicable
11	On Possession	5% + 100% of legal fees + 100% of Extra Charges + Taxes as applicable

<b>EDC (Extra Developmental Charges)</b>	
1BHK	Rs. 80,000
2BHK	Rs. 1,00,000
3BHK	Rs. 1,20,000

There are two more Schedules added, i.e., Schedule D and Schedule E, to describe Building construction specifications and Common Areas and Facilities.

**SCHEDULE D  
SPECIFICATIONS, WHICH ARE PART OF THE SAID APARTMENT**

<b>SPECIFICATIONS</b>		
<b>STRUCTURE</b>		<b>FEATURES</b>
1.	Specification as per the Plan	1. CONCRETE GRADE TO BE ADOPTED M20,GR. OF STEEL Fe 500 2. COVER TO REINFORCEMENT COLUMN = 40mm , BEAM = 30mm, SLAB = 15mm , FOUNDATION = 50mm 3. ALL EXTERNAL WALLS ARE 250mm THK. & INTERNAL WALLS ARE 125 mm THK. 4. LEAN CONCRETE (1:3:6) NOMINAL MIX 75 THK. SHALL BE PROVIDED UNDER THE FOUNDATION. 5. EXTERNAL PLASTER 19mm THK. IN CEMENT MOTER GRADE (1:6) 6. INTERNAL PLASTER 12mm THK. IN CEMENT MOTER GRADE (1:5) 7. ALL CEILING PLASTER 6mm THK. IN CEMENT MOTER GRADE (1:4)
2.	Super Structure	R.C.C. frame structure
3.	Flooring	Flooring with casting in-site mosaic
4.	Kitchen	Flooring with 3' Ft. black stone for kitchen top & wall tiles up to ceiling height
5.	Toilet	Flooring with matt tiles & wall tiles up to ceiling height with commode, Cistern, two taps, one overhead shower and one hand shower with concealed plumbing system.
6.	Doors and windows	Wooden flash door with steel windows, glass fittings.
7.	Electrical Wiring	Concealed copper cable in bed room with two light points, one fan point, one plug point in Drawing room with two light points, one fan point, one plug point, in Toilet with one light point, one geyser point, one plug point, and in Kitchen with one light point, one exhaust fan point, one plug point.
8.	Walls	Plaster of pairs with Putti.

**SCHEDULE E**  
**COMMON AREAS AND FACILITIES**

ALL THAT the following portions shall be treated as common areas and facilities: -

- a) Entrance and Exit to the Premises & New Building
- b) Boundary wall and Main gate of the Premises
- c) Stair-case, Stair head room and Lobbies of all the floors of the building
- d) Entrance of Lobby, Electricity, Water Pump room, Generator, room (if any)
- e) Common installation of room
- f) Iron Guard Centrally on the rooftop
- g) Common Lavatory
- h) Water, Plumbing & Drainage: i) Drainage and Sewerage line and other installations except inner side, ii) Water supply system, iii) Water Pump under ground and over head reservoir together with all common plumbing installation for carriage of water except inside the flat.
- i) Electrical Installation: i) Electrical wiring and other fittings (except inside the flat), ii) Light of the common portion.
- j) Lift, Lift Machine Room.
- k) Security guard sitting

**DATED THIS DAY OF \_\_\_\_\_, 2025**

**BETWEEN**

**Smt. Rani Bala Sardar & 7 others**

**AND**

**G.S. PROPERTIES AND MANAGEMENT PVT LTD**

**AND**

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**AGREEMENT FOR SALE**

<b>Apartment No.</b>	
<b>Floor</b>	
<b>Block No.</b>	
<b>Garage No.</b>	