

**AGREEMENT FOR SALE**

**THIS AGREEMENT FOR SALE** is made this        Day of ....., Two Thousand  
Twenty-Five (**2025**)

**BETWEEN**

1) **Mr. SAMAR DAS**, son of Late Phanindra Nath Das, having his Income Tax Permanent Account No. (**ADTPD 6672M**), and Aadhar Card No. (**6098 5623 6328**), By Faith-Hindu, By Nationality- Indian, By Occupation-Business residing at Tower-11, UPL-1701, Flat No.17, 2052 Chak Garia, Post Office-Panchasayar, Police Station-Panchasayar (Erstwhile Purba Jadavpur), Kolkata-700094 in the State of West Bengal hereinafter referred to as **LAND OWNER** (which expression shall, unless repugnant to the context shall mean and include their successor(s), heir(s), successors-in-interest, executor(s), representative(s), administrator(s) and/or assigns) of the **FIRST PART**.

**AND**

**S.P. CONSTRUCTION**, a Partnership Firm, having its Income Tax Permanent Account Number (**ADLFS 5936P**) and having its registered office at 441 K.M. Roy Chowdhury Road, Post Office- Dakshin Jagaddal Police Station- Sonarpur, Kolkata- 700151, District- South 24 Parganas, in the State of West Bengal, duly represented by its Partners, namely **SHRI SAMAR DAS**, son of Late Phanindra Nath Das, having his Income Tax Permanent Account No. (**ADTPD 6672M**), and Aadhar Card No. (**6098 5623 6328**), By Faith-Hindu, By Nationality- Indian, By Occupation-Business, **AND SMT PRIYANKA DAS**, wife of Shri Samar Das, having her Income Tax Permanent Account Number (**CGIPS 3952B**) and Aadhaar No. (**9454 1015 8795**), by Faith- Hindu, by Nationality- Indian, by Occupation- Business, both are residing at residing at Tower-11, UPL-1701, Flat No.17, 2052 Chak Garia, Post Office-Panchasayar, Police Station-Panchasayar (Erstwhile Purba Jadavpur), Kolkata-700094, District-South 24 Parganas (which expression shall, unless repugnant to the context shall mean and include it's successors-in-Office, executor(s), representative(s), administrator(s), men, agents and/or assigns) of the **SECOND PART**.

**AND**

....., son/daughter of ....., having her Income Tax Permanent Account Number (.....) and having **Aadhaar Number** (.....), by Faith-Hindu, by Nationality- Indian, by Occupation-Service, residing at ....., in the State of West Bengal hereinafter referred to as the **PURCHASER** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include her successor(s), heir(s), successors-in-interest, executor(s), representative(s), administrator(s) and/or assigns) of the **THIRD PART**.

**1. DEVOLUTION AND/OR BACKGROUND OF TITLE:** Title of ownership flows as follows from time to time:

**1.1. WHEREAS** One Bholanath Naskar, Satish Chandra Naskar and Sripati Naskar were seized and possessed of or otherwise well and sufficiently entitled to all that piece and parcel of property including R.S. Dag No.397, R.S. Khatian No.619 of Elachi Mouza, J.L.No.70.as per Revisional Settlement Records of rights and enjoying every rights, title and interest over the aforesaid property without interruption, claim and demand whatsoever.

**1.2.** The said Bholanath Naskar, Satish Chandra Naskar and Sripati Naskar executed a deed of partition on 23/01/1983 in respect of the property of R.S. Dag No.397. & other properties duly registered

at S.R. Sonarpur office and recorded in Book No. I, Volume No.9, Pages-156 to 165, being No.414 for the year 1983.

**1.3.** By virtue of aforesaid partition, the said Bholanath Naskar got the property in Schedule Kha of the said partition deed and also shown in the map or plan annexed thereto of the said partition deed marked as Green border and during peaceful possession said Bholanath Naskar, son of Late Puntiram Naskar sold the land measuring more or less 2 Cottahs 2 Chittaks 30 Sq.ft. out of 64 decimals in R.S. Dag No. 397, L.R. Dag No.527, appertaining to R.S. Khatian No.619, of Elachi Mouza on 06/08/1997 in favour of One Sri Sachindra Nath Maity, duly registered at Sonarpur A.D.S.R. Office and recorded in Book No .I, Volume No. 106, Pages-357 to 363, being No.6775 for the year 1997.

**1.4.** The said Sachindra Nath Maity sold the land measuring more or less 2 Cottahs 2 Chittaks 30 Sq. Ft. on 7<sup>th</sup> August 1998 in favour of Rabindra Nath Chowdhury which was duly registered at A.D.S.R. Alipore office and recorded in Book No. I, Volume No. 100, Pages from 198 to 205, being No.6084 for the year 1998.

**1.5.** The said Rabindra Nath Chowdhury sold the land measuring more or less 2 Cottahs 2 Chittaks 30 Sq. Ft. on 7<sup>th</sup> August 2000 in favour of Sri Jitendra Singh, duly registered at A.D.S.R. Sonarpur office and recorded in Book No. I, Volume No. 117, Pages from 108 to 113, being No.6839 for the year 2000.

**1.6.** The said Bholanath Naskar, son of Late Puntiram Naskar died intestate leaving behind his wife, Smt. Bina Naskar, two sons, namely, Sri Khokan Naskar and Sri Pradip Naskar and two daughters, namely, Smt. Mira Mondal and Smt. Gita Mondal as his legal heirs and successors.

**1.7.** The said successors of Late Bholanath Naskar sold the land measuring more or less 1 Cottah executed on 23<sup>rd</sup> June 2004 and completed on 30<sup>th</sup> March 2006 to Sri Jitendra Singh and Smt. Krishna Singh registered at the Sonarpur A.D.S.R. office and recorded in Book No. I, Volume No.62, Pages from 15 to 20, being No.3030 for the year 2006.

**1.8.** The said Jitendra Singh gave the undivided 1/2 share i.e. 1 Cottah 1 Chittak 15 Sq. ft. out of 2 Cottahs 2 Chittaks 30 Sq. ft. of land of R.S. Dag No.397 by a registered deed of gift executed on 23<sup>rd</sup> June 2004 and completed on 30<sup>th</sup> March 2006 in favour Smt. Krishna Singh, registered at Sonarpur A.D.S.R. office and recorded in Book No. I, Volume No. 188, Pages from 63 to 68, being No.9272 for the year 2006.

**1.9.** The said Jitendra Singh sold his undivided 1/2 share, i.e. 1 Cottah 1 Chittak 15 Sq. Ft. land out of 2 Cottahs 2 Chittaks 30 sq.ft. on 2<sup>nd</sup> August 2011 to Firoza Molla, registered at D.S.R.-IV, Alipore and recorded in Book No. I, C.D. Volume No.20, Pages from 276 to 291, being No.5921 for the year 2011.

**1.10.** The said Jitendra Singh also sold his undivided 1/2 share, i.e. 8 Chittaks out of 1 Cottah. on 23<sup>rd</sup> December 2011 to Firoza Molla, by virtue of a registered deed of conveyance registered at D.S.R.-IV, Alipore and recorded in Book No. I, C.D. Volume No.30, Pages-4918 to 4933 being No.9197 for the year 2011.

**1.11.** The said Khokan Naskar, son of Late Bholanath Naskar executed a general power of attorney regarding his undivided share of property of R.S. Dag No.397 of Elachi Mouza, J.L. No.70 on 19/02/2013 in favour of Sri Sachindra Nath Maity, registered at Sonarpur A.D.S.R. office and recorded in Book No. IV, being No.569 for the year 2013.

**1.12.** The said Pradip Naskar, son of Late Bholanath Naskar executed a general power of attorney regarding his undivided share of property of R.S. Dag No.397 of Elachi Mouza, J.L. No.70 on

06/09/2013 in favour of Sri Sachindra Nath Maity, registered at Sonarpur A.D.S.R. office and recorded in Book No. IV, being No.2607 for the year 2013.

**1.13.** The said Smt. Bina Naskar, wife of Late Bholanath Naskar, Smt. Mira Mondal and Smt. Gita Mondal, both daughters of Late Bholanath Naskar executed a general power of attorney regarding his undivided share of property of R.S. Dag No.397 of Elachi Mouza, J.L.No.70 on 03/01/2014 in favour of Sri Sachindra Nath Maity, registered at Sonarpur A.D.S.R. office and recorded in Book No. IV, being No.067 for the year 2014.

**1.14.** The said Smt. Bina Naskar, Sri Khokan Naskar, Sri Pradip Naskar, Smt. Mira Mondal and Smt. Gita Mondal jointly sold the land measuring more or less 5 Cottahs but actual Survey land measures more or less 4 Cottahs 13 Chittaks 35 sq.ft. on 23<sup>rd</sup> June 2014 to Sri Samar Das (Owner herein) registered at Sonarpur A.D.S.R. Office and recorded in Book No. I, C.D. Volume No.13, Pages from 3441 to 3461, being No. 06371 for the year 2014.

**1.15.** While said Krishna Sing and Firoza Molla were enjoying her All That aforesaid piece and parcel of land measuring 3 Cottah 2 Chittak 30 Square Feet more or less free from all sorts of encumbrances on 7<sup>th</sup> April 2017 jointly had sold, conveyed and transferred All That piece and parcel of land measuring about 3 Cottah 2 Chittak 30 Square Feet more or less unto and in favour of said Samar Das by executing a registered Deed of Conveyance which was registered at the office of Additional District Sub-Registrar at Sonarpur and duly recorded the same in Book No. I, Volume No. 1608-2017, Pages from 28296 to 28317, Being No. 01356 for the year 2017.

**1.16.** That said Samar Das the vendor/landowner herein by virtue of the two aforesaid registered Deed of conveyance dated 23<sup>rd</sup> June 2014, Book No. I, Volume No. 13, Pages from 3441 to 3461, Being No. 06371 for the year 2014. And dated 7<sup>th</sup> April 2017, Book No. I, Volume No. 1608-2017, Pages from 28296 to 28317, Being No. 01356 for the year 2017. Become the sole and absolute owner in respect of All That piece and parcel of land measuring about 8 Cottah 20 Square feet more or less and he had recorded his name with record of BL & LRO and created new L.R. Khatian being No. 2702 in respect of his name and also recorded his name in Assessment Book of Rajpur Sonarpur Municipality being Assessee No. 1104302163079 and started enjoying the same by paying taxes to the Municipal Authority.

**1.17.** The Landowner/vendor while enjoying the first schedule mentioned property in order to develop the schedule mentioned property obtained the Sanction Building plan from Rajpur Sonarpur Municipality being plan Number 1333/CB/26/39 dated 19<sup>th</sup> March 2020 for the construction of the building.

**1.18.** While absolutely seized and possessed of or otherwise well and sufficiently entitled to the said premises free from all shorts and encumbrances whatsoever or howsoever in nature, having the good and marketable title in respect of the said premises the Vendor being desirous of promoting and developing the said premises on a joint venture basis approached the **DEVELOPER** to develop the said premises by constructing G+IV storied and/building/ thereon consisting of several self-sufficient residential flats, car parking spaces, shops as per the plan sanctioned by the Rajpur Sonarpur Municipality and the developer herein also agreed with the proposal of the owner. As such the owner herein has entered into a registered Development Agreement on 14<sup>th</sup> January 2022 with **S.P. CONSTRUCTION** Second Part herein to develop the schedule mentioned property on the terms and conditions and stipulations contained in the said Agreement which was duly registered on 14<sup>th</sup> January 2022 with the Developer herein containing several terms and conditions mentioned therein which was registered with the Office of Additional District Sub-Registrar at Sonarpur and duly

recorded the same in Book No.-I, Volume No.-1608-2022, pages from 8915 to 8952, Being No. 00247 for the year 2022. The Vendor herein has also executed a Development Power of Attorney in Favour of the Developer herein enabling them to continue the development work over the First Schedule Mentioned property which was duly registered on 14<sup>th</sup> January 2022 at the Office of Additional District Sub-Registrar at Sonarpur, and duly recorded in Book- I, Volume No. 1608-2022, Pages from 9006 to 9028, being No.00252 for the year 2022.

**1.19.** Subsequently thereafter the sanctioned building plan has duly revised vide revised sanctioned plan no. SWS-OBPAS/2207/2024/1941/ALT/1 dated 22<sup>nd</sup> August 2024.

**1.20.** The Said Premises have been categorized as Bastu Land intended for the construction of a residential project comprising several flats, and car parking areas intended for commercial exploitation and shall be known as **NEELISHA**.

**1.21.** The Developer/land owners by virtue of the said Agreement for Development are fully competent to enter into this Agreement for the Sale and Transfer of any part or portion of the building including Flats proportionate area in the land and/or proportionate common areas and facilities concerning or relating to the Developer's/ owners allocation under the project and all legal formalities in respect of the right, title, and interest of the Developer regarding the development of the said project in or upon the Said Premises have been fully effected.

**1.22.** The Developer further agrees and undertakes that it shall not affect any changes to the said layout plan as sanctioned as aforesaid except in strict compliance with Section 14 of the Real Estate (Regulation & Development) Act, 2016 hereinafter referred to as the said Act and the rules framed thereunder including other applicable laws and rules for the time being in force.

**1.23.** If the plan sanctioned by Municipal Authority is required to be modified and/or amended due to any change in law and/or statutory requirement at the sole discretion of the Developer in such event the Developer agrees and undertakes that save and except raising additional floors if permitted by law, it shall not make any changes to the layout plans except in strict compliance with section 14 of the Act and other laws as applicable and Plan of the Purchaser should not change to a major extent and also all the common facilities should be available to the Purchaser ultimately for which the Developer may change the location.

**1.24.** The Developer has duly applied for and got the said above project "**NEELISHA**" duly registered under the provisions of the said Act with the Real Estate Regulatory Authority dated: \_\_\_\_\_ bearing No: WBRERA/P.....

**1.25.** The Purchaser upon coming to know of the said project named **NEELISHA** became interested in purchasing or acquiring residential flat on the Ground Floor together with Permission to Park One Separate Road-Worthy Passenger Car in the Ground floor allotted area of the building "**NEELISHA**", Together with an undivided proportionate indefeasible share in the common areas and facilities appertaining thereto as defined under Section 2(n) of the said Act **Together Also With** the undivided proportionate indefeasible share in the land comprised in the Said Premise laying and situated at Municipal Holding No. 768, S.N. Ghosh Avenue, Assessee No. 1104302163079, Police Station- Sonarpur, Post Office-Narendrapur, Kolkata-700103 (Erstwhile Sonarpur), within the jurisdiction of Additional District Sub-Registrar at Garia, South 24 Parganas, in the state of West Bengal, which is more fully and particularly mentioned in the **SECOND SCHEDULE** hereunder written.

**1.26.** The Purchaser had applied for allotment of a residential flat together with Permission to Park One Separate Road-Worthy Passenger Car in the Project vide application and subsequently has been allotted one residential flat together with Permission to Park a Separate Road-Worthy Passenger Cars which is more fully specified in the Second Schedule hereunder written 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")

**1.27.** 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;

**1.28.** 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;

**1.29.** 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 Purchaser hereby agree to purchase the residential flats together with the right of Car Parking which is morefully mentioned in the second schedule bellow.

**1.30.** The Purchaser has also satisfied themselves as to the computation of the carpet area and/or built-up area including the computation of the consideration payable on account thereof at the specified rate and has agreed to pay the said consideration including the additional payments and deposits within the time and in the manner stipulated therein without any reservation and restrictions whatsoever and only after being fully and satisfied about these, the Purchaser is entering into this Agreement and the Purchaser hereby further undertakes not to ever raise any objection of whatsoever nature or kind in these regards.

**1.31.** The parties hereby confirm that on being satisfied and having full knowledge of all pending laws, rules, regulations, and notifications and applications concerning the said project doth hereby agree and are entering into this agreement on the basis thereof.

**1.32.** Relying on the representations, confirmations, and assurances held out by either of the parties hereto to faithfully abide by all the terms, conditions, and stipulations contained in this agreement including all applicable laws and rules governing the said project have agreed to enter into this agreement on the terms, conditions and stipulations more particularly contained hereafter.

**1.33.** The parties have gone through all the terms and conditions set out in this agreement and understood the mutual rights and obligations detailed herein.

**1.34.** This Agreement shall remain in force and shall not merge into any other Agreement save and except the Conveyance Deed as stated herein. This Agreement does not preclude or diminish the right of any financial institution, fund, or registered money lender from whom finance has been taken for the Project and the same can be claimed by them under the law and this does not in any way affect the right of the Purchaser in respect of their residential flats together with the right of Car Parking which is morefully mentioned in the second schedule in the said Project.

**1.35.** In the aforesaid premises subject to compliance with the terms and conditions more particularly set out in this agreement and mutually agreed to be observed and performed by the parties hereto, the Developer in concurrence and confirmation with the owners hereby agrees to sell and the Purchaser hereby agrees to purchase All Those residential flats together with the right of Car Parking which is morefully mentioned in the second schedule mentioned hereunder.

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

**1. TERMS:**

**1.1.** Subject to the terms and conditions as detailed in this Agreement, the Developer agrees to sell to the Purchaser and the Purchaser hereby agrees to purchase, the Apartment morefully and particularly mentioned in the Second schedule.

**1.2.** The Total Price payable for the Apartment is more fully mentioned in “Part I of the Sixth Schedule.

**Explanation:**

I. The Total Price above includes the booking amount paid by the Purchaser to the Developer towards the Apartment;

II. The price payable for the Apartment based on the carpet area is sum of ..... only which includes applicable GST) and ..... Only Excluding GST), which is more fully mentioned in “Part I” of the Third Schedule.

III. The Developer shall periodically intimate to the Purchaser, the amount payable as stated in (i) above and the Purchaser shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the Developer 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 the Completed Apartment as per specifications is more fully mentioned in “Part-I of the Third Schedule” as provided in the agreement.

V. The Total Price is escalation-free, save and except increases which the Purchaser hereby agree 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 Purchaser for an 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 Purchaser, which shall only be applicable on subsequent payments

VI. The Purchaser shall make the payment as per the payment plan set out in (hereinafter referred to as the “Payment Plan”).

VII. The Developer may allow, in its sole discretion, a rebate for early payments of installments payable by the Purchaser by discounting such early payments 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 Purchaser by the Developer.

VIII. 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 Purchaser. Provided that the Developer 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.

IX. The Developer shall confirm the final carpet area that has been allotted to the Purchaser 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 the 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 Developer shall demand that from the Purchaser 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,

X. Subject to Clause 9.3 the Developer agrees and acknowledges, that the Purchaser shall have the right to the residential flats together with the right of Car Parking which is morefully mentioned in the second schedule as mentioned below:

- A. The Purchaser shall have exclusive ownership of the Apartment;
- B. The Purchaser shall also have an 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 Developer shall convey undivided proportionate title in the common areas to the association of Purchaser as provided in the Act;
- C. That the computation of the price of the Apartment includes recovery of the 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 in the common areas etc. and includes cost for providing all other facilities as provided within the Project.

XI. 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 the Project's

facilities and amenities shall be available only for use and enjoyment of the Purchaser of the Project.

XII. It is understood by the Purchaser that all other areas and i.e. areas and facilities falling outside the Project, namely “NEELISHA” 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.

XIII. The Developer 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, and such other liabilities payable to competent authorities, 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 Purchaser or any liability, mortgage loan and interest thereon before transferring the apartment to the Purchaser, 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.

XIV. The Purchaser have paid a sum as booking amount as mentioned in the payment schedule herein being part payment towards the Total Price of the Apartment at the time of application the receipt of which the Developer hereby acknowledges and the Purchaser hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan as may be demanded by the Developer within the time and in the manner specified therein:

## **2. MODE OF PAYMENT:**

Subject to the terms of this Agreement and the Developer abiding by the construction milestones, the Purchaser shall make all payments, on a written 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) (No Cash payments will be accepted under any circumstances).

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

3.1. The Purchaser, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in the 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 fulfill its obligations under this Agreement. Any refund, or transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of the 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 their part to comply with the applicable guidelines issued by the Reserve Bank of India, they shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

3.2. The Developer accepts no responsibility in this regard. The Purchaser shall keep the Developer fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Purchaser after the signing of this Agreement, it shall be the sole responsibility of the Purchaser 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 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 Developer shall be issuing the payment receipts in favour of the Purchaser only

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

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

**5. TIME IS ESSENCE:** Time is of the essence for the Developer as well as the Purchaser. The Developer shall, subject to force majeure, abide by the time schedule for completing the Project and handing over the residential flats together with the right of Car Parking which is morefully mentioned in the second schedule to the Purchaser and the common areas to the association of the Purchaser after receiving the occupancy/completion certificate. Similarly, the Purchaser shall make timely payments of the installment and other dues payable by them and meet the other obligations under the Agreement subject to the simultaneous completion of construction by the Developer as provided in the "Payment Plan".

**6. CONSTRUCTION OF THE PROJECT/ THE APARTMENT:** The Purchaser has seen the specifications of the Apartment and accepted the Payment Plan, floor plans, and layout plans described in the **THIRD SCHEDULE** 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. Subject to the terms in this Agreement, the Developer undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the applicable 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 Developer shall constitute a material breach of the Agreement.

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

**7.1. 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 with in 31<sup>st</sup> December 2027 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 agree that the Developer 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 Developer to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Developer shall refund to the Purchaser the entire amount received by the Developer from the allotment within 45 days from that date. After refund of the money paid by the Purchaser, the Purchaser agrees that they 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.

**7.2. 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 Purchaser 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 Purchaser. The Developer agrees and undertakes to indemnify the Purchaser in case of failure of fulfillment of any of the provisions, formalities, or documentation on the part of the Developer. The Developer on its behalf shall offer the possession to the Purchaser in writing within 30 days of receiving the occupancy certificate of the Project.

**7.3. Failure Of Purchaser to Take Possession of Apartment:** Upon receiving a written intimation from the Developer as per clause 7.2, the Purchaser 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 Purchaser. In case the Purchaser fail to take possession within the time provided in clause 7.2, such Purchaser shall continue to be liable to pay maintenance charges as applicable.

**7.4. Possession by the Purchaser** After obtaining the occupancy certificate and handing over physical possession of the Apartment to the Purchaser, it shall be the responsibility of the Developer 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.

**7.5. Cancellation by Purchaser**–The Purchaser shall have the right to cancel/withdraw their allotment in the Project as provided in the Act, provided that where the Purchaser propose 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 Purchaser shall be returned by the Developer to the Purchaser within 45 days of such cancellation.

**7.6. Compensation** – The Developer shall compensate the Purchaser in case of any loss caused to her 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 (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of their 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 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 them 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 Developer 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 DEVELOPER:**

The Developer hereby represents and warrant to the Purchaser as follows:

- (i) The Owner/Developer has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical, and legal possession of the said Land for the Project;
- (ii) The Developer has lawful rights and requisite approvals from the competent Authorities to carry out the development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project;
- (iv) No litigations are 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 in compliance with all applicable laws in relation to the Project, said Land, Building and Apartment and common areas;
- (vi) The Developer 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 Developer has not entered into any agreement for sale and/or development agreement or any other agreement/ arrangement with any person or party with respect to the said Land, including the Project and the said Apartment which will, in any manner, affect the rights of Purchaser under this Agreement;
- (viii) The Developer confirms that the Developer 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 Developer 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 First 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 Developer has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;

(xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, or 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) The developer fails to provide ready-to-move-in possession of the Apartment to the Purchaser within the time period specified. For 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 their registration under the provisions of the Act or the rules or regulations made thereunder.

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

(i) Stop making further payments to the Developer as demanded by the Developer. If the Purchaser stops making payments, the Developer shall correct the situation by completing the construction milestones and only thereafter 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 Developer 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 Purchaser 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 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 Developer 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 Developer 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 Developer in this regard, the Developer shall cancel the allotment of the Apartment in favour of the Purchaser and refund the amount money paid to them by the Purchaser by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated

## **10 DEED OF CONVEYANCE OF THE APARTMENT:**

The Developer, 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 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 Developer to withhold registration of the conveyance deed in their favour till full and final settlement of all dues and stamp duty and registration charges to the Developer 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 authorities.

However, prior to execution of the deed of conveyance, the Purchaser shall clear the cost of extra work to the developer which to be done as per instruction and or request of the purchaser.

However, in case the Purchaser fails to deposit the stamp duty and/or registration charges with the concerned authorities and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Purchaser authorizes the Developer to withhold registration of the conveyance deed in their favour till full and final settlement of all dues and payment of stamp duty and registration charges to the Developer is made by the Purchaser and on such Default the Purchaser shall also be deemed to be under the condition of default under clause 7.3 and 9.3 above. The Purchaser shall be solely responsible and liable for compliance with the provisions of the Indian Stamp Act, 1899 including any actions taken or deficiencies/ penalties imposed by the competent authorities.

## **11 MAINTENANCES OF THE SAID FLATS AND PARKINGS/PROJECT:**

The Developer shall be responsible to provide and maintain the essential services in the Project either by itself or through its nominated agent till the handing over of the flat to the Purchaser or as the case may be.

## **12 DEFECT LIABILITY:**

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Developer as per the Agreement relating to such development is brought to the notice of the Developer within a period of 5 (five) years by the Purchaser from the date of handing over possession, it shall be the duty of the Developer to rectify such defects without further charge, within 30 (thirty) days, and in the event of Developer'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.

However, It is clarified that the Developer shall hand over the possession of the Apartment on completion of the Project to the Purchaser by way of issuance of a letter ("Letter of Handover") which shall at all times be construed as an integral part of this Agreement. It is expressly agreed and understood that in case the Purchaser, without first notifying the Developer and without giving the Developer the opportunity to inspect assess, and determine the nature of such defect (which inspection the Developer shall be required to complete within 15 days of receipt of the notice from the Purchaser), alters the state and condition of such defect, then the Developer

shall be relieved of its obligations contained in the Clause immediately preceding and the Purchaser shall not be entitled to any cost or compensation in respect thereof.

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

The Purchaser hereby agrees to purchase the said Apartment on the specific understanding that their right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined in respect of the terms and conditions specified by the Maintenance In-charge from time to time.

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

The Developer/association of Purchaser shall have rights of unrestricted access of all Common Areas, garages/closed parking's and parking spaces for providing necessary services and the Purchaser agrees to permit the association of Purchaser 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 Service Areas: The service areas if any located within the Project shall be ear-marked for purposes such as parking spaces and services including but not limited to electric sub-station, underground water tanks, Pump rooms, maintenance, and equipment etc. and other permitted uses as per sanctioned plans. The Purchaser shall not be permitted to use the service areas in any manner whatsoever, other than those earmarked as parking spaces and the same shall be reserved for use by the Maintenance In-charge 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 for maintaining the Apartment at their 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, 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 they 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 Developer and thereafter the association of Purchaser appointed by an association of Purchaser. The Purchaser shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

**17 COMPLIANCES OF LAWS, NOTIFICATIONS ETC. BY PARTIES:**

The Purchaser are 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 they shall comply with and carry out, from time to time after they have 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 their 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

Provided however the Purchaser undertake not to object to further construction, expansion, development and/or modification in the paid project to the approval of the concerned authorities and sanction of the competent authority:

- a) In the event the owners/developer buy any land adjacent to the said premises or enters into any development agreement with the owners of any land adjacent to the said premises, such land, hereafter referred to as the "Other Further Lands", the same may be added to the said premises, and/or said project and the owners and/or Purchaser of such other further land shall have the right of ingress to and egress from over such portions of the said premises, and/or the said land meant for passage through it and all constructions made thereat for all times will be deemed to be a part and parcel of the said project.
- b) The project common portions within the said project, and those within the Other further lands, will be deemed to be the project common portions of the said building, and or the said project, and/or the said premises.

**19 DEVELOPER SHALL NOT MORTGAGE OR CREATE A CHARGE:**

After the Developer executes this Agreement, they 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 Purchaser who has taken or agreed to take such Apartment.

However, the Developer shall be entitled to securitize the Total Price and other amounts, respectively, payable by the Purchaser under this Agreement (or any part thereof), in the manner permissible under the Act/Rules, in favour of any persons including banks/financial institutions and shall also be entitled to sell and assign to any person or institution the right to directly receive the Total Price and other amounts payable by the Purchaser under this Agreement or any part thereof. Upon receipt of such intimation from the Developer, the Purchaser shall be required to make payment of the Total Price and other amounts payable in accordance with this Agreement, in the manner as intimated.

**20 APARTMENT OWNERSHIP ACT (OR THE RELEVANT STATE ACT):**

The Developer has assured the Purchaser that the Project in its entirety is in accordance with

the provisions of the Apartment Ownership Act, 1972 made thereunder and that the Project in its entirety is in accordance with the applicable laws as applicable in the State of West Bengal.

**21 BINDING EFFECT:**

Forwarding this Agreement to the Purchaser by the Developer do not create a binding obligation on the part of the Developer 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, West Bengal as and when intimated by the Developer. If the Purchaser fails to execute and deliver to the Developer this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser and/or appear before the Sub-Registrar for its registration as and when intimated by the Developer, then the Developer 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 concerning the subject matter hereof and supersedes any understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties regarding the Apartment.

**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 TRANSFEREES:**

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 Apartment and the Project shall equally be applicable to and enforceable on the said subsequent Purchaser/s, in case of a transfer, the said obligations go along with the Apartment.

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

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

II. 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 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 the 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 Purchaser have to make any payment, in common with another Purchaser of the building, the same shall be the proportion which the area of the Apartment bears to the total 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 addition to the instruments and actions specifically provided for herein, as may be reasonably required to effectuate the provisions of this Agreement or any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or under any such transaction.

**29 PLACE OF EXECUTION:**

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

**30 NOTICES:**

All notices to be served on the Purchaser and the Developer as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser or the Developer by Registered Post at their respective addresses as mentioned in this Agreement or through e-mail.

It shall be the duty of the Purchaser and the Developer to inform each other of any change in address after 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 Purchaser, as the case may be.

**31 JOINT PURCHASER:**

That in case there are joint Purchaser all communications shall be sent by the Developer to the Purchaser whose name appears first and at the address given by them, which shall for all intents and purposes to considered as properly served on all the Purchaser.

**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 Act and the Rules and Regulations made thereunder including other applicable laws of India for the time being in force.

**33 DISPUTE RESOLUTION:**

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

**THE FIRST SCHEDULE****THE FIRST SCHEDULE ABOVE REFERRED TO DESCRIPTION OF THE LAND**

**ALL THAT** piece and parcel of Bastu Land measuring about 13 Decimal equivalent to 8 Cottahs 20 Sq. Ft. more or less, whereupon newly constructed Ground Plus Four storied building has been constructed vide building sanctioned plan no. 333/CB/26/39 dated 19<sup>th</sup> March 2020 which is lying and situated at Mouza- Elachi, under R.S. Dag No. 397, L.R. Dag No.527, appertaining to R.S. Khatian No. 619 and L.R. Khatian No.2919, J.L. No. 70, Pargana- Magura, R.S. No. 223, Touzi No.100, being Municipal Holding No. 768, S.N. Ghosh Avenue, Assessee No. 1104302163079, Police Station- Sonarpur, Post Office-Narendrapur, Kolkata-700103, presently within the limit of Ward No. 26, Rajpur Sonarpur Municipality, within the jurisdiction of Additional District Sub-Registrar at Sonarpur, South 24 Parganas, in the state of West Bengal, which is butted and bounded as follows.

**ON THE NORTH:** By 8Ft Wide Common Passage.

**ON THE SOUTH:** By Part of R.S. Dag No. 397.

**ON THE EAST:** By S.N. Ghosh Avenue.

**ON THE WEST:** By Part of R.S. Dag No. 397.

**THE SECOND SCHEDULE HEREUNDER WRITTEN  
(Description of the Flat and Right of Car Parking)**

**ALL THAT** piece and parcel of residential space being No. .... having a super buildup area measuring about ..... more or less and carpet area of .... more or less consisting of Bed Rooms, Dining cum Kitchen, Toilets Balcony situated on the \_\_\_\_\_ Floor together with one Car Parking Space admeasuring about ..... Sq. Ft. is less situated at the ground floor of the building namely “**NEELISHA**” situated at Municipal Holding No. 768, S.N. Ghosh Avenue, Assessee No. 1104302163079, Police Station- Sonarpur, Post Office-Narendrapur, Kolkata-700103, presently within the limit of Ward No. 26, Rajpur Sonarpur Municipality, within the jurisdiction of Additional District Sub-Registrar at Sonarpur, South

24 Parganas,, (Erstwhile Sonarpur), within the jurisdiction of Additional District Sub-Registrar at Garia, South 24 Parganas, in the state of West Bengal which is duly delineated and/or earmarked in the sketch plans and/or maps annexed hereto and bordered by “**RED**” ink.

## **DISCLAIMER**

The additional terms and conditions and schedule mentioned herein above as per the contractual understanding between the Parties are recorded hereunder. However, it is expressly clarified that such additional terms and conditions are not in derogation of or inconsistent with the terms and conditions set out above or the Act and the Rules and Regulations made under RERA ACT.

### **THIRD SCHEDULE ABOVE REFERRED TO**

#### **PART-I TOTAL PRICE Particulars Amount in Rupees.**

**The total Price** of the Apartments including the Facility of Car Parking is ..... only which includes applicable GST) and ..... Only Excluding GST).

#### **PART-II**

**A. DEPOSIT:**

1. Applicable proportionate expenses for Transformer Charges to be paid to the WBSEDCL.
2. Applicable Non-refundable Deposit for obtaining electric connection in the said flats from the WBSEDCL.
3. Applicable Non-refundable Deposit for obtaining a common electric connection in the Building from the WBSEDCL.
4. Maintenance @ Rs.24/ per sq. ft. (maintenance chargeable area) per annum (advance deposit for 12 months) payable to Developer post possession.
5. Society formation charges @ Rs.2000/- per flat (payable to Developer).
6. Agreement Charges and Deed of Conveyance Registration Charges 1.1% of the market value of the Flat.

#### **PART -III**

SL. No.	Particulars	Amount in percentage with GST
1.	Booking	10%
2.	Commencement of Foundation.	10%
3.	Casting 1 <sup>st</sup> Slab.	10%
4.	Casting 2 <sup>nd</sup> Slab.	10%
5.	Casting 3 <sup>rd</sup> Slab.	10%
6.	Casting 4 <sup>th</sup> Slab.	10%
7.	Casting 5 <sup>th</sup> Slab.	10%
8.	Commencement of Brickwork of particular floor.	10%
9.	Commencement of inside plaster of particular floor.	10%
10.	Commencement of flooring of a particular floor	5%

11. On Possession	5%
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### MEMO OF CONSIDERATION

**RECEIVED** this day from the Purchaser a sum of **Rs.....** as earnest and/or part payment against the total Consideration, in the manner specified hereunder:

Sl No.	Date	Cheque/Bank Transfer	BANK	In favour of	Amount
1.					
Total:					<b>Rs...../-</b>

**WITNESS**

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**SIGNATURE OF THE DEVELOPER**

**IN WITNESS WHEREOF THE PARTIES HEREIN PUT THEIR RESPECTIVE SIGNATURES ON THE DAY, MONTH, AND YEAR FIRST ABOVE WRITTEN.**

**SIGNATURE OF THE LAND OWNERS  
THROUGH THEIR CONSTITUTE  
ATTORNEY**

**SIGNED, SEALED & DELIVERED**  
by within named **LAND OWNERS,**  
**DEVELOPER,** and **PURCHASER** in  
the presence of **WITNESSES** at  
Kolkata.

**SIGNATURE OF THE DEVELOPER**

**SIGNATURE OF THE PURCHASER**

**DRAFTED BY ME AS PER  
INSTRUCTION AND DOCUMENTS  
PROVIDED BY THE CLIENT**