

ANNEXURE-A

[See rule 9]

Agreement for sale

This Agreement for Sale (**Agreement**) executed on this _____ (Date) day of _____ (Month), 20__,

By and Between

BETWEEN SRI PARTHA GHOSH, PAN - AFTPG7680L, AADHAAR NO - 8672 6527 6443, son of Late Krishna Das Ghosh, by faith - Hindu, by nationality - Indian, by occupation - Business, having his office & residence at - 337A, Bhattacharjee Para Road, Post Office & Police Station - Thakurpukur, Kolkata - 700 063, District - South 24 Parganas, hereinafter referred to and called as the "**DEVELOPER/VENDOR**" (which terms or expressions shall unless excluded by or

repugnant to the context be deemed to mean and include his heirs, successors, executors, legal representatives, administrators and assigns) of the **FIRST PART**.

AND

MR.-----, **AADHAAR NO** – -----, **PAN NO** – -----, son of-----, by faith -----, by nationality - Indian, by occupation-----
----- residing at-----

District - South 24 Parganas, hereinafter referred to and called to as the "**PURCHASER**" (which terms or expressions shall unless excluded by or repugnant to the subject or context be deemed to mean and include their legal heirs, successors, executors, legal representatives, administrators and assigns) of the **SECOND PART**.

AND

SMT. SUBHRAKANA DE, PAN - AMPD1483B, AADHAAR NO. -2711 5393 1111, wife of Sri Susanta Kumar De, by faith -Hindu, by nationality - Indian, by occupation - Housewife, residing at - 3A, Madhab Lane, Post Office - Bhowanipore, Police Station - Ballygunge, Kolkata - 700 025, and also of - 271A, Bhattacharjee Para Road, Post Office & Police Station - Thakurpukur, Kolkata - 700 063, District - South 24 Parganas, hereinafter referred and called as the "**OWNER/VENDOR**" hereinafter referred to and called as the "**OWNER/VENDOR**" (which terms or expressions shall unless excluded by or repugnant to the context be deemed to mean and include her legal heirs, successors, executors, legal representatives, administrators and assigns) of the **THIRD PART**, the Owner/Vendor being represented by her Constituted Attorney **SRI PARTHA GHOSH**, son of Late Krishna Das Ghosh, residing at - 337A, Bhattacharjee Para Road, Post Office & Police Station - Thakurpukur, Kolkata - 700 063, District - South 24 Parganas, by virtue of a registered Development Power of Attorney duly registered in the office at A.D.S.R. Behala, vide Book No. - I, Volume No. - 1607-2023, Pages from 167949 to 167965, being No. - 160705454 for the year 2023.

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

AND

[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]

[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]

[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).

[OR]

[If the Allottee is a HUF]

Mr. , (Aadhar no.) son of aged about for self and as the Karta of the Hindu Joint Mitakshara Family known as HUF, having its place of business / residence at , (PAN), hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, representatives, executors, administrators, successors-in-interest and permitted assigns as well as the members of the said HUF, their heirs, executors, administrators, successors-in-interest and permitted assignees). The Promoter and Allottee shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

DEFINITIONS:

For the purpose of this Agreement for Sale, unless the context otherwise requires,—

- a) "Act" means the West Bengal Housing Industry Regulation Act, 2017 (West Ben. Act XLI of 2017);
- b) "Rules" means the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal. Housing Industry Regulation Act, 2017;
- c) "Regulations" means the Regulations made under the West Bengal Housing Industry Regulation Act, 2017;
- d) "section" means a section of the Act. .

WHEREAS:

Dwarika Nath Mukhopadhyay, Karunamoy Mukhopadhyay and Benimadhab Mukhopadhyay were the absolute joint owners in respect of 1.60 Acres of landed properties along with other properties situated and lying at Mouza - Paschim Barisha, J.L. No. - 19, under Khatian No. -1689, corresponding to Dag Nos. - 557, 558, 559, within the limits of the then South Sub-urban Municipality and while in enjoyment of the same one of the co-sharers namely Dwarika Nath Mukhopadhyay died as issueless and his undivided share devolved upon his aforesaid remaining two brothers, namely Karunamoy Mukhopadhyay and Benimadhab Mukhopadhyay, who as per the Hindu Succession Act jointly inherited the said property, each having undivided $\frac{1}{2}$ share over the same.

AND WHEREAS thus by inheritance said Karunamoy Mukhopadhyay and Benimadhab Mukhopadhyay became the absolute joint owners of the aforesaid properties and while in enjoyment of the same they died intestate and their respective legal heirs became the joint owners in respect of the aforesaid properties and their names had been recorded in the revisional records of rights but due to problem in joint enjoyment and occupation of the said properties amongst the co-sharers, they filed a Partition Suit before the 2nd Sub Judge at Alipore being Title Suit No. -175 of 1948 for partitioning their aforesaid properties by metes and bounds and the final decree was passed on 07/02/1957 by the Learned court in the said suit.

AND WHEREAS in terms of the final decree passed in the said Partition suit one Pashupati Mukhopadhyay, grandson of Late Karunamoy Mukhopadhyay, being one of the co-sharers, was exclusively allotted a demarcated area measuring more or less 13 (Thirteen) Cottahs 8 (Eight) Chittaks 10 (Ten) Square Feet as mentioned in the Partition Plan "B" marked with the letter "P" attached with the said Partition Suit under Khatian No. -1689 corresponding to Dag No. -559 and subsequently said Pashupati Mukhopadhyay filed an Execution Case being No. -55 of 1957 before the said Learned 2nd Sub Judge at Alipore for allotment of his aforesaid exclusive demarcated landed properties and subsequently through court said Pashupati Mukhopadhyay became the absolute owner of his aforesaid demarcated "P" marked properties and while in enjoyment of the same said Pashupati Mukhopadhyay divided the entire property into small small plots of land with an intention to sell those plots of land to the different intending buyer/s and coming to know such intention one Nisith Kumar Basu, by a registered Deed of Bengali Kobala dated 17/01/1958, purchased one such plot measuring more or less 9 (Nine) Cottahs of bastu land situated and lying at Mouza - Paschim Barisha, J.L. No.- 19, under Khatian No. - 1689 corresponding to Dag No.- 559, being Holding No.- 16A, Bhattacharjee Para Road, within the limits of the then South Suburban Municipality, under Police Station the then Behala, District - South 24 Parganas, from its Owner said Pashupati Mukhopadhyay for a valuable consideration as mentioned therein and received peaceful vacant possession of the same.

The said Deed of Kobala was duly registered in the office of the Sub-Registrar at Alipore vide Book No.- I, Volume No.- 27, Pages 20 to 24, Being Deed No. - 389 for the year 1958.

AND WHEREAS thus by the strength of the aforesaid purchase deed said Nisith Kumar Basu became the absolute Owner of **ALL THAT** piece and parcel of landed property measuring more or less 9 (Nine) Cottahs and while thus seized and possessed of the same said Nisith Kumar Basu out of natural love and affection executed a Deed of Gift in respect of a demarcated area measuring more or less 4 (Four) Cottahs 6 (Six) Chittaks 5 (Five) Square Feet out of his aforesaid entire property unto and in favour of his daughter namely Smt. Subhrakana De, and delivered peaceful vacant possession of the same. The said Deed of Gift was duly registered in the office of the Sub-Registrar at Alipore vide Book No.- I, Volume No.- 408, Pages 8 to 14, Being Deed No.- 2013 for the year 1986.

AND WHEREAS thus by the strength of the aforesaid Deed of Gift said Smt. Subhrakana De, the present Party of the Third Part herein became the absolute Owner in respect of **ALL THAT** piece and parcel of demarcated landed property measuring more or less 4 (Four) Cottahs 6 (Six) Chittaks 5 (Five) Square Feet together with a single storied building standing thereon situated and lying at Mouza - Paschim Barisha, J.L. No. - 19, under Khatian No.- 1689, corresponding to Dag No.- 559, being Holding No.- 16A, Bhattacharjee Para Road, within the limits of the then South Suburban at present the Kolkata Municipal Corporation (S.S. Unit),, together with the right of user of the paths and passages in and around the said property and while thus seized and possessed of the same duly mutated her name before the Kolkata Municipal Corporation and the said property was re-numbered as Premises No. -271A, Bhattacharjee Para Road, Police Station previously Behala at present Thakurpukur, under Ward No. -125, Kolkata - 700 063, District - South 24 Parganas and also mutated her name in the records of the B.L. & L.R.O. and her name has been finally recorded under L.R. Khatian No. -12319, appertaining to L.R. Dag No. -559, J.L. No. -119, in respect of the aforesaid property which is more fully and particularly described in the **SCHEDULE "A"** hereunder written and hereinafter referred to as the **"THE SAID PREMISES"** and since then is in absolute enjoyment, possession and occupation of the same without any interruption, obstruction and/or objection in any manner whatsoever by doing all acts of ownership and paying taxes to the concerned authority being free from all sorts of encumbrances, attachments, mortgages, liabilities, liens, property charges, impendences of whatsoever nature with free and marketable title to transfer the same by any way to anybody.

AND WHEREAS while in enjoyment of the aforesaid property the Owner/Vendor herein has intended to develop the said **SCHEDULE "A"** property by raising a multi-storied building there upon and was looking for a prospective Developer having enough knowledge about construction and financially steady for the said work.

AND WHEREAS coming to know such intention of the Owner/Vendor herein the Party of the Other Part/Developer herein approached the Owner/Vendor herein to allow him to construct a proposed multi-storied building after developing the said **SCHEDULE "A"** property at his own costs and expenses and by taking all responsibilities for constructing the said multi-storied building for and on behalf of the Owner/Vendor herein.

AND WHEREAS the Owner/Vendor herein being agreed with the said proposal accepted the offer of the Developer/Vendor herein and entrusted him to construct the said multi-storied building over and upon the said **SCHEDULE "A"** property and accordingly the Owner/Vendor and the Developer/Vendor herein entered into a notarized Development Agreement on 28/01/2010 under the terms and conditions as contained therein.

AND WHEREAS simultaneously the Owner/Vendor herein also executed a General Power of Attorney on _____ which was duly registered on 28/01/2010 in favour of the Developer/Vendor herein, empowering him to do all the acts, deeds and things as specifically and clearly mentioned therein.

The said General Power of Attorney was duly registered in the office of the A.D.S.R. Behala and recorded in Book No. -IV, CD Volume No. - 1, Page from 567 to 576, being No. - 00038 for the year 2010.

AND WHEREAS subsequently the Owner/Vendor herein in order to facilitate and proceed with the development work over and above the **SCHEDULE "A"** property entered into a registered Development Agreement and a registered Development Power of Attorney with the Developer/Vendor herein, in respect of the her property more fully and particularly described in the **SCHEDULE "A"** hereunder written and as such both the Owner/Vendor and the Developer/Vendor herein voluntarily cancelled the said notarized Development Agreement and also cancelled the registered General Power of Attorney by virtue of a registered Cancellation of General Power of Attorney, so that there may not arise any complications, hindrances and/or impediments in the present or in future in any manner whatsoever.

The said Cancellation of General Power of Attorney was duly registered in the office of the A.D.S.R. Behala and recorded in Book No. -IV, being No. - 160700022 for the year 2023

AND WHEREAS accordingly, after a detailed discussion about the prospect of the said project the Owner/Vendor herein entered into a Development Agreement on 11/05/2023 with the Developer/Vendor herein inter-alia under certain terms and conditions as clearly stipulated therein.

The said Development Agreement was duly registered in the office at A.D.S.R. Behala, vide Book No. - I, Volume No. - 1607-2023, Pages from 167761 to 167807, being No. - 160705445 for the year 2023.

AND WHEREAS subsequently the Owner/Vendor herein also duly executed a Development Power of Attorney on 11/05/2023 in favour of the Developer/Vendor herein empowering him to do all the acts, deeds and things as clearly mentioned in the said registered Development Power of Attorney.

The said Development Power of Attorney was duly registered in the office of A.D.S.R. Behala, vide Book No. - I, Volume No. - 1607-2023, Pages from 167949 to 167965, being No. - 160705454 for the year 2023.

AND WHEREAS in terms of the said registered Development Agreement and the registered Development Power of Attorney, the Developer/Vendor prepared a building plan and submitted the same before the appropriate authority of the Kolkata Municipal Corporation and subsequently obtained a sanctioned building Plan being Plan No. 2024160066 for constructing a multi-storied building over and upon the said **SCHEDULE "A"** property.

AND WHEREAS in terms of the said registered Development Agreement and on the strength of the said registered Development Power of Attorney the Developer/Vendor herein took up the work of construction of the said multi-storied building and while proceeding with the same has decided to sell out of its allocation a residential Flat on the being Flat No...., orientation, measuring more or less ____ Square Feet super built-up area at Premises No. - 271A, Bhattacharjee Para Road, Police Station - Thakurpukur, under Ward No. -125, Kolkata - 700 063, District - South 24 Parganas, to any intending buyer/s at or for the total consideration of Rs. _____ only and the present Purchasers herein being aware of such sale have approached the Developer/Vendor herein for purchasing the said Flat at being free from all sorts of encumbrances, attachments, property charges, mortgages, liens, liabilities and impendences.

AND WHEREAS the Developer/Vendor herein after considering the said price has agreed with the proposal of the Purchaser herein, to sell the said Flat at or for a total price of Rs. _____ only and the Purchaser herein has paid a sum of Rs. _____ only as an advance amount or part payment out of the aforesaid total consideration in respect of the said Flat to the Developer/Vendor herein.

AND WHEREAS the Owner/Vendor, the Developer/Vendor and the Purchaser herein have discussed between themselves regarding the terms and conditions on which the said Flat can be sold out and the Parties herein have accepted the terms and conditions as written hereunder.

B. The Said Land is earmarked for the purpose of building a [commercial/ residential/ any other purpose] project comprising multistoried apartment buildings and [insert any other components of the Projects] and the said project shall be known as ("Project")

[OR]

The Said Land is earmarked for the purpose of plotted development of a [commercial/residential/any other purpose] project, comprising plots and [insert any other components of the Projects] 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;

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

D. The _____ [Please insert the 'name of the concerned competent authority'] has granted the commencement certificate to develop the project vide approval dated _____ bearing registration no. _____

E. The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the apartment, plot or building, as the case may be from [Please insert the name of the concerned competent authority]. The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable;

F. The Promoter has registered the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at _____ on _____ under registration no. _____

G. 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/covered parking no. _____ admeasuring _____ square feet in the _____ [Please insert the location of the garage/covered parking], as permissible under the applicable law and of pro rata share in the common areas ("Common Areas") as defined under clause (m) of Section 2 of the Act (hereinafter referred to as the "Apartment" more particularly described in Schedule A and the floor plan or the apartment is annexed hereto and marked as Schedule B);

NOW THIS AGREEMENT FOR SALE WITNESSETH and it is hereby agreed by and between the Parties as follows:-

1. That subject to the terms and conditions contained herein the Developer/Vendor herein has agreed to sell out of the Developer's Allocation ALL THAT the self-contained residential Flat on the _____ Floor being Flat No. - _____, measuring more or less _____ Square Feet super built-up area at Premises No. - 271A, Bhattacharjee Para Road, Police Station - Thakurpukur, under Ward No. -125, Kolkata - 700 063, District - South 24 Parganas, and the Purchaser herein has agreed to purchase the same more fully and particularly described in the **SCHEDULE "B"** hereunder written together with undivided proportionate share of land underneath at the said premises, more fully and particularly described in the **SCHEDULE "A"** here under written to be completed over and upon the said land as per the said sanctioned building Plan, at or for the total price of Rs. _____ only which is free from all encumbrances, of trusts, liens, attachments with other stipulations and provisions whatsoever

and along with the easement and other rights as provided in connection with the beneficial use and enjoyment of the said Flat together with undivided proportionate share of interest in the land underneath at the said premises including the right of user of the common passages, open spaces around the said building, ultimate roof, stair-cases, landings, drainage, lift, lift room, water pipes lines, septic tanks, overhead and underground water reservoirs, meter room and the fittings and fixtures appurtenant thereto which shall be used by all the occupiers of the said building in common at a price or consideration mentioned herein above.

2. That the Purchaser shall pay the sum of Rs. _____ only as the total consideration of the said Flat together with the undivided proportionate share of land underneath, user of the common passages and other facilities attached thereto, out of which a sum of Rs. _____ only has been paid by the Purchaser herein to the Developer/Vendor on or before execution of these presents as an advance amount and/or part payment out of the aforesaid entire consideration in respect of the said Flat and the Developer/Vendor herein has received the same as per the Memo below.

3. That the Developer/Vendor has agreed to complete the said Flat within 24 (Twenty Four) months from the date of execution and signing of this Agreement for Sale. Time is the essence of contract.

4. Both the Parties hereby agree that if the said Flat is not completed within the aforesaid stipulated period due to any unforeseen reasons in that event the Developer/Vendor shall complete the same within a further period of 3 (three) months.

5. That the aforesaid period may be reasonably extended in case of natural calamity, such as floods, earthquake, lockdown, heavy rain and other unavoidable circumstances.

6. That the Purchaser shall be liable to pay the entire consideration money in respect of the said Flat to the Developer/Vendor herein within the period as mentioned in the "**Schedule of Payment**" as written here under.

SCHEDULE OF PAYMENT

(A) At the time of execution of the Agreement for Sale 10%	Rs.
(B) After completion of foundation 10%	Rs.
{C} After completion of Roof slab of the said flat 30%	Rs.
{D} After completion of brick work of the said Flat 20%	Rs.
{E} After completion of flooring of the said Flat 20 %	Rs.
{F} At the time of registration 10%	Rs.

Total: Rs. -----

7. That on completion of every stage the Developer/Vendor will inform the Purchaser to pay the aforesaid agreed sum within seven days and in case of failure of payment by the Purchaser as mentioned herein above, the Developer/Vendor shall issue a notice upon the Purchaser and on receiving such notice if the Purchaser fails and/or neglects to pay as demanded by the Developer/Vendor herein within seven days, then the Developer/Vendor shall have the right to cancel the said allotment of the said Flat and cancel this Agreement for Sale and the Purchaser shall have no right or any claim over the said Flat and the Developer/Vendor shall refund the entire part payment made till date by the Purchaser, within 3 (Three) months from the date of receipt of the above mentioned notice, after deducting a sum of Rs. 10,000/- (Rupees Ten Thousand) only as penalty.

8. That if the Purchaser decides not to complete the said transaction or not to have the said Flat allotted to him due to financial problem or any other reason and expresses his intention to do so, he would inform the Developer/Vendor herein in writing to cancel the said allotment and as well as this Agreement for Sale and the Developer/Vendor shall refund the entire part payment made till date within 3 (Three) months from the date of receipt of the said written cancellation after deducting a sum of Rs. 10,000/- (Rupees Ten Thousand) only as penalty.

9. That on the other hand, if the Developer/Vendor herein fails and neglects to complete the said Flat and deliver the same within the aforesaid stipulated period, the Developer/Vendor shall be liable to pay the bank interest on the amount paid by the Purchaser for the period of delay.

10. In case said **SCHEDULE "A"** property is not found free from all encumbrances in that event this Agreement for Sale shall stand cancelled and the Developer/Vendor shall refund the entire part payment made till date to the Purchaser along with a sum of Rs. 10,000/- (Rupees Ten Thousand) only as settled cost of investigation of the Owner's title.

11. If the Parties fail to comply with the terms and conditions mentioned herein to the said Agreement for Sale then they are entitled to sue each other under the Specific Performance of Contract.

12. That the Purchaser shall not claim and/or demand upon the Developer/Vendor to register the Deed of Conveyance, through the Advocate of the Purchaser herein as the Developer/Vendor would like to execute the Deed of Conveyance of the flat/s and other saleable unit/s of the said building at the said premises through his Advocate in an uniform way.

13. The Developer/Vendor will offer all assistance to make sure C.E.S.C. connection, security arrangement and mutation and will show the original documents relating to the said building at the said premises as well as said proposed construction before the bank, offices or any other competent authority for obtaining loan by the Purchasers herein to complete the said transaction timely by the Purchaser.

14. The Developer/Vendor shall at his own cost provide C.E.S.C main service but the Purchaser shall have to pay the proportionate security deposit to Developer.

15. That after taking possession of the said Flat till the assessment is not completed by the competent authority, the costs of maintenance, repairs and electricity in respect of all common areas of common utilities of the said building shall be paid by Purchasers either to the Developer/Vendor or to the authorized representative of the Developer/Vendor and/or to Association of Owners as may be formed by all the owners of the Flats of the said multi-storied building.

16. That the undivided interest in the land shall remain joint for all times with the all owners who may have acquired right, title and interest in the land. It is hereby undertaken by the Developer/Vendor that the interest in the land in impartible and joint interest in the land is obligatory.

17. That after purchasing of the said Flat by the Purchaser herein, along with the other co-owners of the said building shall apply to the Kolkata Municipal Corporation for mutation of his name and for separate assessment of his Flat, the costs of which shall be borne by the Purchaser along with the other co-owners of the said building. The Developer/Vendor shall sign and execute all necessary papers, forms, documents, applications etc. which shall be required and the Purchaser along with other co-owners of the said building shall pay the municipal taxes and other taxes and outgoings that may be imposed by the Kolkata Municipal Corporation.

18. That the Purchaser and/or his heirs and/or successors and/or his family shall use the said Flat for residential purpose only and not for any other purposes.

19. That the consideration price mentioned in this Agreement for Sale shall not be escalated by the Developer/Vendor and the Purchaser herein shall not be liable to pay any extra amount, but if the Purchaser herein likes or intends to do any extra work in the said Flat except the Specifications mentioned in **SCHEDULE "C"** hereunder then the said work shall be done through the contractor appointed by the Developer/Vendor herein and the costs of such extra work shall be paid by the Purchaser as demanded by the Developer/Vendor herein.

20. That the Purchaser shall maintain the rules and regulations of the Owners' Association to be formed by all co-owners/Developer of the said building.

21. That it is hereby agreed by and between the Parties herein that the Developer/Vendor, as Constituted Attorney of the Owners/Vendors and as self shall execute and register the Deed of Conveyance in respect of the Flat allotted to the Purchaser herein before the registration authority.

22. The Developer/Vendor shall not be entitled to deliver possession of the said in favour of the Purchaser until the total consideration of the said Flat is paid in full by the Purchaser herein to the Developer/Vendor herein and the Purchaser shall not create any pressure upon the

Developer/Vendor to deliver possession of the said Flat in his favour before making full and final payment of the consideration money of the said Flat as agreed between the Parties hereto.

23. In the event of death of any of the Parties to this Agreement for Sale then all the terms and conditions of this Agreement for Sale shall be operative and binding upon the legal heirs and representatives of all the Parties.

MODE OF PAYMENT:

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan [through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of _____ payable at _____

COMPLIANCE OF LAWS RELATING TO REMITTANCES:

A) The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendments/modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/ transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the 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 may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

B) The Promoter accepts no responsibility in regard to matters specified in para 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/ remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

ADJUSTMENT/APPROPRIATION OF PAYMENTS:

The Allottee authorizes the Promoter to adjust appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the allottee against the [Apartment/Plot], if any, in his/her name and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

TIME IS ESSENCE:

The Promoter shall abide by the time schedule for completing the project as disclosed at the time of registration of the project with the Authority and towards handing over the [Apartment/Plot] to the Allottee and the common areas to the association of allottees or the competent authority, as the case may be.

CONSTRUCTION OF THE PROJECT/APARTMENT:

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the [Apartment/Plot] and accepted the floor plan, payment plan and the specifications, amenities and facilities [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities, subject to the terms in this Agreement, the Promoter 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 _____[Please insert the relevant State laws] and shall not have an option to make any variation /alteration/modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

POSSESSION OF THE APARTMENT/PLOT:

Schedule for possession of the said [Apartment/Plot] - The Promoter agrees and understands that timely delivery of possession of the [Apartment/Plot] to the allottee and the common areas to the association of allottees or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to hand over possession of the [Apartment/Plot] along with ready and complete common areas with all specifications, amenities and facilities of the project in place on unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter 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 Promoter to implement the project due to Force Majeure

conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 days from that date. The promoter shall intimate the allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

Procedure for taking possession — The Promoter, upon obtaining the occupancy certificate* from the competent authority shall offer in writing the possession of the [Apartment/Plot], to the Allottee in terms of this Agreement to be taken within two months from the date of issue of occupancy certificate. [Provided that, in the absence of local law, the conveyance deed in favour of the allottee shall be carried out by the promoter within 3 months from the date of issue of occupancy certificate]. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee, after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/association of allottees, as the case may be after the issuance of the completion certificate for the project. The promoter shall hand over the occupancy certificate of the apartment/ plot, as the case may be, to the allottee at the time of conveyance of the same.

Failure of Allottee to take Possession of [Apartment/Plot] — Upon receiving a written intimation from the Promoter as per para 7.2, the Allottee shall take possession of the [Apartment/Plot] from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement. and the Promoter shall give possession of the [Apartment/Plot] to the allottee. In case the Allottee fails to take possession within the time provided in para above such Allottee shall continue to be liable to pay maintenance charges as specified in para

Possession by the Allottee — After obtaining the occupancy certificate* and handing over physical possession of the [Apartment/Plot] to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of Allottee or the competent authority, as the case may be, as per the local laws;

[Provided that, in the absence of any local law, the promoter shall handover the necessary documents and plans, including common areas, to the association of allottees or the competent authority, as the case may be, within thirty days after obtaining the completion certificate].

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 promoter, the promoter 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 promoter to the allottee within 45 days of such cancellation.

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

Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the [Apartment/Plot] (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 7.1; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act, or for any other reason, the Promoter shall be liable, on demand to the 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/Plot], with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within forty-five days of it becoming due;

Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the [Apartment/Plot] which shall be paid by the promoter to the allottee within forty- five days of it becoming due.

REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

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

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

- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land including the Project and the said [Apartment/Plot] which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [Apartment/Plot] to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the [Apartment/Plot] to the Allottee and the common areas to the association of allottees or the competent authority, as the case may be;
- (x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;
- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the completion certificate has been issued and possession of apartment, plot or building, as the case may be, along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the allottee and the association of allottees or the competent authority, as the case may be;
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project..

EVENTS OF DEFAULTS AND CONSEQUENCES:

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

- (i) Promoter fails to provide ready to move in possession of the [Apartment/Plot] to the Allottee within the time period specified in para 7.1 or fails to complete the project within the stipulated time disclosed at the time of registration of the project with the Authority. For the purpose of this para 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the

parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority;

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

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

- (i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments the Promoter shall correct the situation by completing the construction milestones and only thereafter the the Allottee be required to make the next payment without any interest; or
- (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the apartment, along with interest at the rate prescribed 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 promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the (Apartment/Plot), which shall be paid by the promoter to the allottee within forty-five days of it becoming due.

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

- (i) Incase the Allottee fails to make payments for consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate prescribed in the Rules;
- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond_____ consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the [Apartment/Plot] in favour of the Allottee and refund the money paid to him by the allottee by deducting the hooking amount and the interest liabilities and this Agreement shall thereupon stand terminated;

Provided that the promoter shall intimate the allottee about such termination at least thirty days prior to such termination.

CONVEYANCE OF THE SAID APARTMENT:

The Promoter, on receipt of Total Price of the [Apartment/Plot] as per para 1.2 under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the [Apartment/Plot] together with proportionate indivisible share in the Common Areas within 3 months from the date of issuance of the occupancy certificate* and the completion certificate, as the case may be, to the allottee:

[Provided that, in the absence of local law, the conveyance deed in favour of the allottee shall be carried out by the promoter within 3 months from the date of issue of occupancy certificate]. However, in case the Allottee Fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee.

MAINTENANCE OF THE SAID BUILDING/ APARTMENT / PROJECT:

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of allottees upon the issuance of the completion certificate of the project. The cost of such maintenance has been included in the Total Price of the [Apartment/Plot].

DEFECT LIABILITY:

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

The Promoter/maintenance agency/association of allottees shall have rights of unrestricted access of all Common Areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of allottees and/or maintenance agency to enter into the [Apartment/Plot] 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.

USAGE:

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the (project name), shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks. Pump rooms, maintenance and service rooms, fire fighting pumps and equipments etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces and the same shall

be reserved for use by the association of allottees formed by the Allottees for rendering maintenance services.

COMPLIANCE WITH RESPECT TO THE APARTMENT:

Subject to para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the [Apartment/Plot] 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 Plot], 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/Plot] and keep the [Apartment/Plot], 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/Plot] 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/ Plot].

The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter 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.

COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:

The Parties are entering into this Agreement for the allotment of a [Apartment / Plot] with the full knowledge of all laws, rules, regulations, notifications applicable to the project.

ADDITIONAL CONSTRUCTIONS:

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority(ies) and disclosed, except for as provided in the Act.

PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

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

APARTMENT OWNERSHIP ACT (OR THE RELEVANT STATE ACT):

The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the_____

[Please insert the name of the Apartment Ownership Act]. The Promoter showing compliance of various laws/ regulations as applicable in_____

BINDING EFFECT:

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

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/ plot/building, as the case may be.

22. RIGHT TO AMEND:

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

23. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE / SUBSEQUENT ALLOTTEES:

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

24. WAIVER NOT A LIMITATION TO ENFORCE:

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

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

25. SEVERABILITY:

If any provision of this Agreement shall be determined to be void or unenforceable under 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.

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

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

27. 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.

28. PLACE OF EXECUTION:

The execution of this Agreement shall be completed only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee,

in _____ after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar at _____ (specify the address of the Sub-Registrar). Hence this Agreement shall be deemed to have been executed at _____

29. NOTICES:

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

_____ Name of Allottee

_____ (Allottee Address)

M/s _____ Promoter name

_____ (Promoter Address)

It shall be the duty of the Allottee and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Allottee, as the case may be.

30. JOINTALLOTTEES:

That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes be considered as properly served on all the Allottees.

31. SAVINGS:

Any application letter, allotment Letter, agreement, or any other document signed by the allottee in respect of the apartment, plot or building, as the case may be, prior to the execution and registration of this Agreement for Sale for such apartment, plot or building, as the case may be, shall not be construed to limit the rights and interests of the allottee under the Agreement for Sale or under the Act or the rules or the regulations made thereunder.

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 under the Arbitration and Conciliation Act, 1996.

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

SCHEDULE "A" ABOVE REFERED TO
(DESCRIPTION OF THE ENTIRE PROPERTY)

ALL THAT piece and parcel of demarcated landed property measuring 4 (Four) Cottahs 6 (Six) Chittaks 5 (Five) Square Feet be the same a little more or less together with structure under construction standing thereon situated and lying at Mouza - Paschim Barisha, previously J.L. No. - 19 now J.L. No. -119, under R.S Khatian No. - 1689, presently L.R. Khatian No. -12319, appertaining to L.R. Dag No. -559, previously known as Holding No. - 16A, Bhattacharjee Para Road, within the limits of the Kolkata Municipal Corporation (South Suburban Unit), being Premises No. -271A, Bhattacharjee Para Road, Police Station - Thakurpukur, under Ward No. - 125, Kolkata - 700 063, Assessee No. -411250303857, A.D.S.R. Office - Behala, D.S.R. Office - Alipore, District - South 24 Parganas, **TOGETHER WITH** all easement rights, facilities, amenities attached thereto which is butted and bounded by:

ON THE NORTH	: Premises No. -271, Bhattacharjee Para Road.
ON THE SOUTH	: 23 Feet wide K.M.C Road
ON THE EAST	: Premises No.-131/1, Bhattacharjee Para Road.
ON THE WEST	: 10 Feet wide K.M.C Road.

SCHEDULE "B" ABOVE REFERRED TO
(DESCRIPTION OF THE SAID FLAT)

ALL THAT the self-contained residential Flat on the ----- Floor being Flat No. ---, ----- orientation, measuring more or less ----- Square Feet super built-up area consisting of -- (---) Bedrooms, -- (---) Kitchen-cum-Dining, -- (---) Toilet, -- (---), -- Verandah and -- (---) Cupboard of the said multi-storied building under construction together with the undivided proportionate share of land underneath along with the right of user of the common facilities such as open spaces around the building, pathways of egress and ingress, stair-cases, landings, lobbies, ultimate roof of the building, boundary wall, drainage, sewerage, pipe lines, lift, lift room, underground and overhead water reservoir, septic tank, motor pump, space for electric meter

and other appurtenances attached to the said building situated and lying at Premises No. - 271A, Bhattacharjee Para Road, Police Station - Thakurpukur, under Ward No. -125, Kolkata - 700 063, District - South 24 Parganas, more fully and particularly described in the **SCHEDULE "A"** herein above being butted and bounded as follows :

On the North : Open to sky
On the South : Flat No. ---
On the East : Open to sky
On the West : Stair and Lift

SCHEDULE "C" ABOVE REFERRED TO::

RESIDENTIAL APARTMENT SPECIFICATIONS

- a) **STRUCTURE:** R.C.C. frame structure within fill brick (As per Kolkata Municipal Corporation approved Plan).
- b) **ELEVATION:** A unique blend of oriental and modern architecture.
- c) **EXTERNAL FINISH:** Blending of cement base paint and other decorative finish.
- d) **PAINTINGS:** Inside the flat one coat plaster of Putty, Aluminium Glazed windows, grills and doors with synthetic enamel painting.
- e) **FLOORING:** Marble for Living /Dining/Bedroom/Toilet /W C /Verandah.
- f) **DOORS:** Wooden door frame of good quality wood and flush door shutter.
- g) **WINDOWS:** Aluminium. Glaze Windows.
- h) **COOKING PLATFORM:** Kudappa stone or black granite platform (6 feet long) with glazed tiles up to 2 feet height.
- i) **TOILETS/BATHROOM WALL:** (6 feet): Decorative Ceramic Tiles.
- j) **LIFT:** Shall be provided.
- k) **WATER:** Kolkata Municipal Corporation water will be supplied.
- l) **ELECTRICAL ARRANGEMENT:** 15 points per flat in total and one A.C. point in the master bedroom.
Copper Wire (1) Make: Any ISI Brand
(2) Gauge: .75mm, 1mm, 1.5mm, 2.5mm
Switch: Anchor Switch (Traditional Piano Type).

N.B:

Brands and materials may be changed as per desire of the Purchaser and for such changes prior written consent from his end should reach the Developer/Vendor. The extra expenses for such changes must be paid by the Purchasers to the Developer/Vendor in advance as per the bill to be raised by the Developer/Vendor.

m) SANITARY ARRANGEMENT:

	Qty	Item	Size Inch	Make
1. Toilet / W.C.	1	European W.C	20"x16"	Reputed Brand
				As per availability
	1	PVC Cistern	Standard	
	2	Tap	½"	
	1	Overhead Shower	½" (for toilet only)	
	1	Wall Mixture	½" (for toilet only)	
2. Dining/Drawing	1	Stand Basin	20"x16"	
3. Kitchen	1	Steel Sink	20"x16"	
	1	Tap	½"	

Note: All Ceramic products will be white in colour.

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

SIGNED, SEALED & DELIVERED

by the Parties at Kolkata in the presence of :-

WITNESSES:

1

DEVELOPER/VENDOR

2

PURCHASER

**CONSTITUTED ATTORNEY OF
OWNER VENDOR**

Drafted by

MEMO OF CONSIDERATION

RECEIVED on and
from the above-named PURCHASER a sum of Rs. ----/- (Rupees -----) only towards
advance and/or part payment out of the total consideration of Rs. -----/- (Rupees-----
---) only in respect of the said Flat more fully and particularly described and written in the
SCHEDULE "B" herein above in the manner as stated herein below:

MEMO

Rupees ----- Only

Total: Rs. -----

DEVELOPER/VENDOR

SIGNED, SEALED & DELIVERED by the Parties at Kolkata in the presence of:-

WITNESSES:

1

2