

AGREEMENT FOR
SALE

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

By and Between

TRUSTEGIC CONSTRUCTION, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at Premises no. 807/24, GF-BL-A/CS-1 PANCHBATI APARTMENT, J.N. Sur Road, Bagbazar, P.O. & P.S. Chandannagar, Dist. Hooghly, Pin- 712136, State of West Bengal (PAN AAVFT7780R), having its partners (1) **SRI BHAWANI SHANKAR SHARMA (PAN-BMEPS3450H, AADHAR NO.- 2036 6272 7029)**, S/O- Ghanshyam Sharma, of- 10/9A, Motilal Gupta Road, Purba Barisha, South 24 Parganas, West Bengal- 700008, and (2) **CHANDAN DATTA (PAN- AHKPD7629M, AADHAR NO.- 2361 7002 7566)** , S/O- Late Sisir Kumar Datta, residing at A-303 Panchabati Apartment, Surpara, J.N.Sur Road Bagbazar, Chandannagar, P.O.& P.S. Chandannagar, District Hooghly, State: West Bengal, PIN Code: 712136 and (3) **SRI PRAVEEN KUMAR** (PAN No. AVOPK6502A& AADHAAR NO. 4976 6779 2292), son of Sri Dudu Jai Ram Singh, residing at 1/300, Housing Board, Jhunjhun, Rajasthan, 333001 represented by its authorized Partner **SRI CHANDAN DATTA**, (Aadhar no. **2361 7002 7566**) hereinafter referred to as the "Promoter" (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).

AND

[If the Allottee is an Individual]

Mr./Ms. _____, (Aadhar no. _____) son/ daughter of _____, aged about _____, residing at _____, (PAN _____), herein after 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).

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

WHEREAS:

A. 1) SRI ANUP KUMAR DHAR (PAN BQNPD6415N & AADHAAR NO. 7655 1711 5124), Son of Late Ram Chandra Dhar, by Occupation - Business, 2) **SRI ARUP KUMAR DHAR** (PAN AHGPD0715L & AADHAAR NO. 7600 1195 6016), Son of Late Ram Chandra Dhar, by Occupation - Business, (3) **SRI SWARUP DHAR** (PAN AGBPD5960F & AADHAAR NO. 2406 7397 5600), Son of Sri Ashok Kumar Dhar, by Occupation Business, and (4) **SMT, KABITA DHAR** (PAN BAVPD4923P & AADHAAR NO. 2577 0753 5971), Wife of Late Gopal Chandra Dhar, by Occupation - Business, all by Nationality Indian, all by religion - Hindu, all are residing at Holding No. 190, Ward No. 8 at Dhar Gali under Chandannagar Municipal Corporation, P.O. Chandannagar, Police Station Chandannagar, District Hooghly is the absolute and lawful owner of the property.

AND WHEREAS One Smt. Radha Rani Dhar, Widow of Madan Mohan Dhar and Ram Chandra Dhar, Amar Chard Dhar, Gopal Chandra Dhar, Ashok Kumar Dhar all Sons of Late Madan Mohan Dhar got ALL THAT piece and parcel of tank measuring 15 (Fifteen) Cottahs 0 (Zero) Chittak 0 (Zero) Sq. ft. more or less lying and situated in R. S. Dag No. 646 under R. S. Khatian No. 412 and L. R. Dag No. 1030 under L. R. Khatian Nos. 23, 136, 356, 1072 and ALL THAT piece and parcel of Bastu land measuring 21 (Twenty One) Cottahs 3 (Three) Chittaks 18 (Eighteen) sq. ft. more or less together with structure standing thereon lying and situated in R. S. Dag No. 647 under R. S. Khatian No. 412 and L. R. Dag No. 1029 under L. R. Khatian Nos. 23, 136, 356, 1072 and ALL THAT piece and parcel of Bagan land measuring 11 (Eleven) Cottahs more or less lying and situated in R. S. Dag No. 647 under R S. Khatian No. 412 and L R. Dag No 1031 under L. R. Khatian Nos. 23, 138, 356, 1072 all in Mouza Chandannagar, J. L. No. 1, Police Station Chandannagar, District Sub-Registry Office at Hooghly and Addl. District Sub-Registry Office at Chandannagar and within the local limit of Chandannagar Municipal Corporation in the District of Hooghly by virtue of Order/Decree on the basis of the Solenama dated 16/01/1965 filed before the Ld. First Court of Subordinate Judge at Hooghly in respect of Title Suit No. 51 of 1956

and the said Smt. Radha Rani Dhar and Ram Chandra Dhar, Amar Chand Dhar, Gopal Chandra Dhar, Ashok Kumar Dhar got the said property by virtue of the said Partition Suit and the said property is mentioned in Schedule "Ja" in the said Solenama filed in respect of the said, Title Suit and each having undivided and undemarcated 1/5th share of the aforesaid properties.

AND WHEREAS afterwards the said Smt. Radha Rani Dhar died intestate in the year 1990 leaving behind her aforesaid four sons namely Ram Chandra Dhar, Amar Chand Dhar, Gopal Chandra Dhar and Ashok Kumar Dhar and six daughters namely Mani Mala Singha, Wife of Prabodh Kumar Singha, Hira Rani Chandra, Wife of Arun Chandra Chandra, Smt. Santi Sil, Wife of Late Fathik Lal Sil, Smt. Pankajani Adhya, Wife of Arun Adhya, Smt. Ira Dey, Wife of Nilmoni Dey and Smt. Smritikana Dutta, Wife of Madhu Sudan Dutta as her legal heirs, heiresses and successors and after her death her undivided and undemarcated 1/5th share devolved upon her aforesaid sons and daughters and each having undivided and undemarcated 1/50 share of the said property as left by the said Smt. Radha Rani Dhar, since deceased as per the provision of the Hindu Succession Act, 1956.

AND WHEREAS after the death of the said Smt. Radha Rani Dhar, her each son became the owner of undivided and un-demarcated $1/5\text{th} + 1/50 = 11/50$ share of the said total property and each daughter became the owner of undivided and undemarcated 1/50" share of the said total property.

AND WHEREAS during enjoyment of the said property jointly the said Ram Chandra Dhar died intestate leaving behind his two sons namely Anup Kumar Dhar and Arup Kumar Dhar and one married daughter namely Smt. Anita Dhar, Wife of Chandranath Dhar as his legal heirs, heiress and successors who jointly inherited the undivided and undemarcated $1/5\text{th} + 1/50\text{th} = 11/50\text{th}$ share of the said property as left by the said Ram Chandra Dhar, since deceased as per the provision of the Hindu Succession Act, 1956 as the wife of the said Ram Chandra Dhar predeceased him.

AND WHEREAS after the death of the said Ram Chandra Dhar, the said Anup Kumar Dhar, Arup Kumar Dhar and Smt. Anita Dhar became the joint owners of undivided and undemarcated 11/50 share each of the said property and Amar Chand Dhar, Gopal Chandra Dhar, Ashok Kumar Dhar already got indivdly and undemarcated 11/50 share of the said property and said six daughters of Radha Rani Dhar namely Smt. Manimala Singha, Smt. Hira Rani Chandra, Smt. Pankajini Addya,

Smt. Ira Dey, Smt. Shanti Sil and Smt. Smritikana Dutta got separately undivided and undemarcated 1/50 share each of the said property.

AND WHEREAS during enjoyment of the said property jointly the said Gopal Chandra Dhar died intestate leaving behind his wife Smt. Kabita Dhar as his sole legal heiress who inherited the undivided and undemarcated 11/50 share of the said property as left by the said Gopal Chandra Dhar, since deceased as per the provision of Hindu Succession Act, 1956.

AND WHEREAS during enjoyment of the said property jointly, the said Smt. Anita Dhar gifted, transferred and conveyed her undivided and undemarcated share of the said property to her own brothers Anup Kumar Dhar and Arup Kumar Dhar by a Deed of Gift dated 18th November, 2013 duly registered in the Office of the AD.S.R. Chandannagar, Hooghly and recorded in Book No. I, CD Volume No. 11, Pages from 1147 to 1160, Being No. 03139 for the year 2013.

AND WHEREAS the said Smt. Mani Mala Singha and her husband Probodh Kumar Singha died intestate leaving behind their three sons namely Samir Kumar Singha, Subir Kumar Singha and Prabir Kumar Singha and two married daughters namely Smt. Sikha Mitra, Wife of Swapan Mitra and Smt. Bani Dey, Wife of Sri Pravat Kumar Dey who jointly inherited the undivided and undemarcated 1/50" share of the said property as left by the said Smt. Mani Mala Singha, since deceased as per the provision of Hindu Succession Act, 1956.

AND WHEREAS after the death of the said Smt. Mani Mala ala Singha and her husband Probodh Kumar Singha, the said Samir Kumar Singha, Subir Kumar Singha, Prabir Kumar Singha, Smt. Sikha Mitra, Wife of Swapan Mitra and Smt. Bani Dey, Wife of Sri Pravat Kumar Dey became the joint owners of undivided and undemarcated 1/50 share of the said property and the said legal heirs and heiresses of the said Smt. Mani Mala Singha gifted, transferred and conveyed their undivided and undemarcated 1/50th share in the said property to their Cousins Anup Kumar Dhar, Arup Kumar Dhar, both Sons of Late Ram Chandra Dhar and Swarup Dhar, Son of Ashok Kumar Dhar by a Deed of Gift written in Bengali dated 24h November, 2013 duly registered in the Office of the A.D.S.R. Chandannagar and recorded in Book No. 1, CD Volume No. 11, Pages from 2373 to 2391 being No. 03211 for the year 2013.

AND WHEREAS the said Smt. Hira Rani Chandra and her husband Arun Chandra Chandra died intestate leaving behind their three sons namely Achinta Kumar

Chandra, Atindra Kumar Chandra and Debashish Chandra who jointly inherited the undivided and undemarcated 1/50th share of the said property as left by the said Smt. Hira Rani Chandra, since deceased as per the provision of Hindu Succession Act, 1956.

AND WHEREAS after the death of the said Smt. Hira Rani Chandra and her husband Arun Chandra, the said Achinta Kumar Chandra, Atindra Kumar Chandra and Debashish Chandra became the joint owners of undivided and undemarcated 1/50th share of the said property and during enjoyment of the said property, the said legal heirs and heiresses of the said Smt. Hira Rani Chandra alongwith Smt. Shanti Sil, Wife of Late Fathik Lal Sil (another owner of the said property) gifted, transferred and conveyed their undivided and undemarcated share in the said property to their Cousins and nephews respectively Anup Kumar Dhar, Arup Kumar Dhar, both sons of Late Ram Chandra Dhar and Swarup Dhar, Son of Ashok Kumar Dhar by a Deed of Gift written in Bengali dated 23rd November, 2013 duly registered in the Office of the A.D.S.R. Chandannagar and recorded in Book No. I, CD Volume No. 11, Pages from 2354 to 2372 being No. 03210 for the year 2013.

AND WHEREAS the said Smt. Smritikana Dutta, Wife of Madhu Sudan Dutta sold, transferred and conveyed their undivided and undemarcated share in the said property to her Nephews Anup Kumar Dhar, Arup Kumar Dhar and Swarup Dhar by a Deed of Sale written in Bengali dated 11th December, 2013 duly registered in the Office of the A.D.S.R. Chandannagar and recorded in Book No. I, CD Volume No. 12, Pages from 299 to 310, being No. 03400 for the year 2013.

AND WHEREAS the said Smt. Ira Dey and her husband Nilmoni Dey died intestate leaving behind their only son namely Horidas Dey and three married daughters namely Smt. Lalita Dey, Wife of Late Braja Gopal Dey, Smt Anima Nandy, Wife of Sri Loknath Nandy and Smt. Anita Dey, Wife of Swapan Dey who jointly inherited the undivided and undemarcated 1/50th share of the said property as left by the said Smt. Ira Dey, since deceased as per the provision of Hindu Succession Act, 1956.

WHEREAS after the death of the said Smt. Ira Dey and her husband Nilmoni Dey, the said Horidas Dey, Smt. Lalita Dey, Wife of Late Braja Gopal Dey, Smt. Anima Nandy, Wife of Sri Loknath Nandy and Smt. Anita Dey, Wife of Swapan Dey became the joint owners of undivided and undemarcated 1/50th share of the said property and during enjoyment of the said property the said legal heirs and heiresses of the said Smt. Ira Dey gifted, transferred and conveyed their undivided and undemarcated

share in the said property to their Cousin Anup Kumar Dhar and Arup Kumar Dhar, both sons of Late Ram Chandra Dhar and Swarup Dhar, Son of Ashok Kumar Dhar by a Deed of Gift written in Bengali dated 22nd December, 2013 duly registered in the Office of the A.D.S.R. Chandannagar and recorded in Book No. I, CD Volume No. 12, Pages from 2839 to 2857 being No. 03541 for the year 2013.

AND WHEREAS the said Smt Pankajini Adhya and her husband Arun Kumar Adhya died intestate leaving behind their only son namely Ramakanta Adhya and four married daughters namely Smt. Manoroma Dhar, Wife of Uma Kanta Dhar, Smt. Trishna Sarkar, Wife of Pradip Sarkar, Smt. Sushama Koley, Wife of Prasun Kanti Koley and Smt. Jharna Boral, Wife of Nishi Kanto Boral who jointly inherited the undivided and undemarcated 1/50th share of the said property as left by the said Smt. Pankajini Adhya, since deceased as per the provision of Hindu Succession Act, 1956.

AND WHEREAS after the death of the said Smt. Pankajini Adhya and her husband Arun Kumar Adhya, the said Ramakanta Adhya, Smt. Manoroma Dhar, Wife of Uma Kanta Dhar, Smt. Trishna Sarkar, Wife of Pradip Sarkar, Smt. Sushama Koley, Wife of Prasun Kanti Koley and Smt. Jharna Boral, Wife of Nishi Kanto Boral became the joint owners of the 1/50th undivided and undemarcated share of the said property and the said legal heirs and heiresses of the said Smt. Pankajini Adhya namely the said Ramakanta Adhya, Smt. Manoroma Dhar, Wife of Uma Kanta Dhar, Smt. Trishna Sarkar, Wife of Pradip Sarkar and Smt. Sushama Koley, Wife of Prasun Kanti Koley sold, transferred and conveyed their undivided and undemarcated share in the said property to their Cousins Anup Kumar Dhar, Arup Kumar Dhar, both sons of Late Ram Chandra Dhar and Swarup Dhar, Son of Ashok Kumar Dhar by a Deed of Conveyance written in Bengali dated 4th January, 2014 duly registered in the Office of the A.D.S.R. Chandannagar and recorded in Book No. 1, CD Volume No. 1, Pages from 479 to 497, being No. 00030 for the year 2014.

AND WHEREAS Smt. Jharna Boral, Wife of Nishi Kanto Boral being the legal heir of Smt. Pankajini Adhya and her husband Arun Kumar Adhya sold, transferred and conveyed their undivided and undemarcated share in the said property to their Cousins Anup Kumar Dhar, Arup Kumar Dhar, both sons of Late Ram Chandra Dhar and Swarup Dhar, Son of Ashok Kumar Dhar by a Deed of Conveyance by a Deed of Conveyance written in Bengali dated 1 March, 2014 duly registered in the Office of the A.D.S.R. Chandannagar and recorded in Book No. I, CD Volume No. 3, Pages from 1727 to 1740, being No. 00685 for the year 2014.

AND WHEREAS one of the legal heirs of the said Madan Mohan Dhar and Smt. Radharani Dhar, since deceased namely Amar Chandra Dhar sold transferred and conveyed his undivided and undemarcated 11/50th share of the said property to Anup Kumar Dhar, Arup Kumar Dhar, both sons of Late Ram Chandra Dhar and Swarup Dhar, Son of Ashok Kumar Dhar by two nos of Deed of Sale written in Bengali dated 26th May, 2016 duly registered in the Office of the Addl. District Sub-Registrar, Chandannagar, Hooghly and one recorded in Book No. 1 Volume No 0804-2016, Pages from 34082 to 34096, Being No. 060401605 for the year 2016 and another recorded in Book No. 1, Volume No. 0504-2015, Pages from 34099 to 34115, Being No. 050401606 for the year 2016.

AND WHEREAS one of the legal heirs of the said Madan Mohan Dhar and Smt Radharani Dhar, namely Ashoke Kumar Dhar gifted, transferred and conveyed his undivided and undermarcated 11/50 share of the said property to his son Swarup Dhar by a Deed of Gift written in Bengali dated 19 May, 2017 duly registered in the Office of the Add District Sub-Registrar, Chandannagar, Hooghly and recorded in Book No. & Volume No. 0504-2017, Pages from 33415 to 33433, Being No. 060401696 for the year 2017.

AND WHEREAS by virtue of the aforesaid Deeds, the said Anup Kumar Dhar, Arup Kumar Dhar, Swarup Dhar and Smt. Kabita Dhar, the Owners/First Party herein became the joint Owners and muted their name in L.R.R.O.R of ALL THAT piece and parcel of tank measuring 15 (Fifteen) Cottahs (Zero) Chittak 0 (Zero) Sq. ft. more or less lying and situated in R. S. Dag No. 646 under R. S. Khatian No. 412 and L. R Dag No 1030 under L. R. Khatian Nos 3125, 3126, 3127, 3888 and ALL THAT piece and parcel of Bastu land measuring 21 (Twenty One) Cottahs 3 (Three) Chittaks 18 (Eighteen) Sq. ft. more or less together with structure standing thereon lying and situated in R. S. Dag No. 647 under R. S. Khatian No. 412 and L. R. Dag No. 1029 under L. R. Khatian Nos. 3125, 3126, 3127, 3888 and ALL THAT piece and parcel of Bagan land measuring 11 (Eleven) Cottahs more or less lying and situated in R. S. Dag No. 647 under R. S. Khatian No. 412 corresponding to L. R. Dag No 1031 under L. R. Khatian Nos. 3125, 3126, 3127, 3888 all in Mouza Chandamnagar, J. L. No. 1, Touzi No. 11, Police Station Chandannagar, District Sub-Registry Office at Hooghly and Add District Sub-Registry Office at Chandannagar and in Holding No. 213, Dhar Gali, Ward No. 8 of Chandannagar Municipal Corporation in the District of Hooghly along with other properties and the Owners/First Party herein seized and possessed the same as joint

Owners thereof and are enjoying the same by payment of Govt Rent and other taxes to the appropriate authorities.

AND WHEREAS while the said Anup Kumar Dhar, Arup Kumar Dhar, Swarup Dhar and Smt. Kabita Dhar, the Owners/First Party herein enjoy and possess the Bagan land measuring 11 (Eleven) Cottahs more or less lying and situated in R. S. Dag No. 647 under R S. Khatian No. 412 and L R. Dag No 1031 under L. R. Khatian Nos. 3125, 3126, 3127, 3888 all in Mouza Chandannagar, J. L. No. 1, Police Station Chandannagar, District Sub-Registry Office at Hooghly and Addl. District Sub-Registry Office at Chandannagar and in Holding No. 213, Dhar Gali, Ward No. 8 of Chandannagar Municipal Corporation in the District of Hooghly they converted the Classification of Bagan Land into Bastu Land from the office of the Block Land & Land Reforms Officer, Singur Khalisani, Hooghly. Sri Anup Kumar Dhar converted 0.0450 acre vide case no. CN/20230619/127 corresponding to memo no. IX-2/158/SNG (KHA)/2023 dated 04/04/2023. Sri Arup Kumar Dhar converted 0.0460 acre vide case no. CN/20230619/125 corresponding to memo no. IX-2/157/SNG (KHA)/2023 dated 04/04/2023. Sri Swarup Dhar converted 0.0570 acre vide case no. CN/20230619/124 corresponding to memo no. IX-2/162/SNG (KHA)/2023 dated 04/04/2023. Smt Kabita Dhar converted 0.0310 acre vide case no. CN/20230619/126 corresponding to memo no. IX-2/159/SNG (KHA)/2023 dated 04/04/2023

The Owner and the Promoter have entered in to a [collaboration/ development/ joint development] agreement dated

_____registered at the office of the Registrar /Sub-Registrar/
Additional Registrar of Assurance_____in Book No_____
_____Voucher No_____Pages from_____
_____to_____bearing being No_____
of the year_____

B. The Said Land is earmarked for the purpose of building a [commercial/residential/any other purpose] project, comprising two Tower of G+4 & one G+2 multistoried apartment buildings and the said project shall be known as 'PRAKRITI TRUSTEGIC';

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 Chandernagore Municipal Corporation has granted the commencement certificate to develop the Project vide approval dated bearing no. SWS-OBPAS/18062024/0460 dated 27/08/2024;
- E.** The Promoter has obtained the final layout plan approvals for the Project from Chandernagore Municipal Corporation. The Promoter agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with section 14 of the Act and other laws as applicable;
- F.** The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at__no.__;
on_____under registration
- 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 /closed parking no.__admeasuring_____square feet in the
_____[Please insert the location of the garage /closed parking], as permissible under the applicable law and of prorate share in the common areas ("Common Areas") as defined under clause (n) of Section 2 of the Act (herein after referred to as the "Apartment" more particularly described in Schedule A and the floor plan of the apartment is annexed hereto and marked as Schedule B);
- H.** The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- I.** [Please enter any additional disclosures /details]
- J.** 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;
- K.** 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 herein after;
- L.** In accordance with the terms and conditions set out in this Agreement and as

mutually agreed upon by and between the Parties, the Promoter here by agrees to sell and the Allottee here by agrees to purchase the [Apartment / Plot] and the garage/closed parking (if applicable) as specified in paragraph G;

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

1. TERMS:

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

The Total Price for the [Apartment] based on the carpet area is Rs.

_____(Rupee
s

_____**Only ("Total Price")** (Give break up and description):

Block/Building/Tower no._____ _____ Apartment no._____ Type_____ Floor_____	Rate of Apartment per square feet*

*Provide break-up of the amounts such as cost of apartment, proportionate cost of common areas, preferential location charges, taxes etc.

[AND] [if/as applicable]

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

Explanation:

- i. The Total Price above includes the booking amount paid by the allottee to the Promoter towards the [Apartment];
- ii. The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of GST as per law, and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter) up to the date of handing over the possession of the [Apartment/Garage/commercial shop]:

Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the allottee to the promoter shall be increased/reduced based on such change / modification;

- iii. The Promoter shall periodically intimate to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the Promoter shall provide to

the Allottee the details of the taxes paid or demanded along with the acts / rules / notifications together with dates from which such taxes / levies etc. have been imposed or become effective;

- iv. The Total Price of [Apartment] includes: 1) prorated share in the Common Areas; and 2) Garage (s)/closed parking(s) as provided in the Agreement.

The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

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

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

It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Allottee. Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.

[Applicable in case of an apartment] The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the building is complete and the occupancy certificate* is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand that from the Allottee as per the next miles tone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this Agreement.

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

- (i) The Allottee shall have exclusive ownership of the [Apartment/Garrage/shop];
- (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share / interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the promoter shall convey undivided proportionate title in the common areas to the association of allottees as provided in the Act;
- (iii) That the computation of the price of the [Apartment/Garrage/shop] includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and firefighting equipment in the common areas etc. and includes cost for providing all other

facilities as provided within the Project.

It is made clear by the Promoter and the Allottee agrees that the [Apartment]
along _____ with

_____garag
e/closed parking/shop shall be treated as a single indivisible unit for all
purposes. It is agreed that the Project is an independent, self-contained Project
covering the said Land and is not a part of any other project or zone and shall not
form a part of and/or linked/combined with any other project in its vicinity or
otherwise except for the purpose of integration of infrastructure for the benefit of
the Allottee. It is clarified that Project's facilities and amenities shall be available only
for use and enjoyment of the Allottees of the Project.

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

The Allottee has paid a sum of Rs _____ (Rupees _____
only) as booking amount being part payment towards the Total Price of the
[Apartment/Garage/shop] at the time of application

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

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

2. MODE OF PAYMENT

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

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES

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

The Promoter accepts no responsibility in this regard. 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.

4. 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, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

5. TIME IS ESSENCE

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

6. CONSTRUCTION OF THE PROJECT/APARTMENT

The Allottee has seen the specifications of the [Apartment] and accepted the Payment Plan, floorplans, layout plans [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and

Provisions prescribed by the Municipal Act and shall not have an option to make any variation /alteration /modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE APARTMENT / PLOT

Schedule for possession of the said [Apartment]: The Promoter agrees and understands that timely delivery of possession of the [Apartment] is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the [Apartment] on,

Unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the 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. After refund of the money paid by the Allottee, Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

Procedure for taking possession – The Promoter, upon obtaining the occupancy certificate* from the competent authority shall offer in writing the possession of the [Apartment], to the Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter shall give possession of the [Apartment] to the Allottee. 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 agree(s) to pay the maintenance charges as determined by the Promoter/association of allottees, as the case maybe. The Promoter on its behalf shall offer the possession to the Allottee in writing within _days of receiving the occupancy certificate*of the Project.

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

Possession by the Allottee – After obtaining the occupancy certificate* and handing over physical possession of the [Apartment] 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 the Allottees or the competent authority, as the case maybe, as per the local laws.

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 compensation under this section shall not be barred by limitation provided under any law for the time being in force.

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

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

The Promoter here by 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 with respect to the said Land, Project or the [Apartment];
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and [Apartment] are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been

and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and [Apartment] and common areas;

- vi. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, where by 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] 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] 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] to the Allottee and the common areas to the Association of the Allottees;
- x. The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;
- xi. The 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 out goings, whatsoever, payable with respect to the said project to the competent Authorities;
- xii. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project;
- xiii. That the property is not Waqf property.

9. EVENTS OF DEFAULTS AND CONSEQUENCES

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

- i. Promoter fails to provide ready to move in possession of the [Apartment/Plot] to the Allottee within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects;
- ii. Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made there under.

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

- (i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction miles tones and only there after the Allottee be required to make the next payment without any penal interest; or
- (ii) The Allottee shall have the option of terminating the Agreement in which case the 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 specified in the Rules within forty-five days of receiving the termination notice:

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

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

- (i) In case the Allottee fails to make payments 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 specified 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 shall cancel the allotment of the [Apartment/Plot] in favour of the Allottee and refund the amount money paid to him by the allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

10. CONVEYANCE OF THE SAID APARTMENT

The Promoter, on receipt of complete amount of the Price of the [Apartment/Plot] 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 (three) months from the issuance of the occupancy certificate*. However, in case the Allottee fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Promoter is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies / penalties imposed by the competent authority(ies).

11. MAINTENANCE OF THE SAID BUILDING / APARTMENT / PROJECT

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of the allottees. The cost of such maintenance has Rs. 1/- (One) only per sq ft.

12. DEFECTLIABILITY

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5(five) years by the 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.

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

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

14. RIGHT TO ENTER THE APARTMENT FOR REPAIRS

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

15. USAGE

Use of Service Areas: The service areas, as located within the

“PRAKRITI TRUSTEGIC”, 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, firefighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of allottees formed by the Allottees for rendering maintenance services.

16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT: Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the [Apartment] at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or

the[Apartment],or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the[Apartment] and keep the [Apartment], its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging there to, 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 color scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the [Apartment] or place any heavy material in the common passages or staircase of the building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the [Apartment]. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the 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.

17.COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE

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

18.ADDITIONAL CONSTRUCTIONS

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

19.PROMOTER SHALL NOT MORTGAGE OR CREATE CHARGE

After the Promoter executes this Agreement, he shall not mortgage or create a charge on the [Apartment] 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].

20.APARTMENT OWNERSHIP ACT

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

21.BINDING EFFECT

Forwarding this Agreement to the Allottee by the 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 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 Registrar/Sub-Registrar/ registrar of Assurance for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the 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 there with including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

22. ENTIRE AGREEMENT

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter here of 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.

23. RIGHT TO AMEND

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

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

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

25. WAIVER NOT A LIMITATION TO ENFORCE

The 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 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.

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

26. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case maybe, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

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

28. FURTHER ASSURANCES

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

29. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the 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. Hence this Agreement shall be deemed to have been executed at _____.

30. 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.

31. JOINT ALLOTTEES

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 to consider as properly served on all the Allottees.

32. GOVERNING LAW

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

33. 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 other terms and conditions are as per the contractual understanding between the parties; however, the 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 there under].

(COMMON EXPENSES)

1. The cost of maintaining replacing, white washing, painting, rebuilding, replacing, redecorating the main structures and the outer side of the building and in particulars the gutter, rain water pipe and electrical wires in under upto the building and to be enjoyed or used in common with the occupiers, purchasers of other flats and the main entrance, passage landings and stair case of the building as enjoyed in common with the occupiers / purchaser of other flats and / or space in the said building.
2. Proportionate share of Municipal Tax (Both owner's and occupiers share) including surcharges and other taxes outgoings, levels and imposition from the date of making over possession of the said flat to be borne by the Purchaser till the Flat of the purchaser is separately assessed.
3. The cost of repairing, maintaining, cleaning and lighting the passages, landings, stair case etc. and the other parts of the building.
4. The salary of jamadars, Caretakers, Durwans, Officer, Clerks, bill collectors, chowkidars, Sweepers, Electrical plumbing Operators and other employees.
5. The cost of working and maintenance of pump, common lights and services.
6. All expenses or common services and in connection with common areas and facilities.

7. Insurance of the building, if any against earthquake, fire mob, violence, Riot and other natural calamities.,
8. Such other expenses as are necessary or incidental for the maintenance and up keep of the premises.

SPECIFICATION OF THE CONSTRUCTIONS :-

- 1) FOUNDATION:** Isolated/Stripped footing with R.C.C foundation & framed structure ground to top floor 9' 6" height of each floor.
- 2) WALL:** Construction of Outer wall 10"/8" thick, partition wall 5"/3" thick and all inside wall will be finished with good quality of bricks, with branded cement plaster & branded quality plaster of paris/putty.
- 3) DOOR:** Frame of good quality Sal wood and flush door by commercial plywood with standard local fittings. Toilet doors made of PVC.
- 4) WINDOWS:** Sliding aluminum channel windows with glass fittings with MS grill.
- 5) TOILET & SANITARY:** Toilets would be provided with commode fittings and concealed water line and wash line by PVC pipes. As per requirements one exhaust fan space in each toilet. Branded Wall tiles up to the 5' height from the floor and anti skating tiles floor with branded quality of fittings.
- 6) WATER SUPPLY:** 24 hours water supply by water reserver or water pump via over head tanks.
- 7) ELECTRICAL WORK:** Concealed wiring through the flat. Good quality of copper wire will be from Meter room to flat.
- 8) KITCHEN:** Vitrified tiles and Cooking counter by black stone and the top of the counter 24" height tiles to protect the oil spot. One tap connection and one basin made of stainless steel and in dining one tap connection with porcelain basin.
- 9) FLOOR:** Room lays with cast in Vitrified Tiles with 3" height skirting.
- 10) OUTSIDE WALL:** Weather coat paint finish.
- 11) LIFT & STAIR:** Vitrified anti skating/Marble with Steel railing stair and 6 passengers capacity of branded lift.

12) GRILL: MS Grill and balcony railing made of Stainless steel (if required in elevation).

13) EXTRAS :- In addition to the total consideration of the said flat and Garage/shop, the Allotee shall also pay to the Developer proportionate costs and charges for :-

- a) Deposits for obtaining and providing electricity.
- b) Forming association for common purposes.
- c) If any extra work will be done by the Developer apart from Specification mentioned as above, in that event the Allotee will agree and bear and or pay for such extra work to the Developer.

THE FIRST SCHEDULE ABOVE REFERRED TO:

(Description of the property which is the subject matter of the Development Agreement and Development Power of Attorney)

ALL THAT piece and parcel of tank measuring **15 (Fifteen) Cottahs** more or less and Bastu land measuring **32 (Thirty Two) Cottahs 3 (Three) Chittaks 18 (Eighteen)** sq. ft. more or less together under all in **Mouza- Chandannagar, Sheet No. 9**, J. L. No. 1, Police Station Chandannagar, District Sub-Registry Office at Hooghly and Addl. District Sub-Registry Office at Chandannagar in **Dhar Gali** under Holding no. 213, ward no 8, within the local limit of Chandannagar Municipal Corporation in the District of Hooghly.

SL No.	Classification of Land	R.S. Khatian No.	R.S. Dag No.	L.R. Khatian No.	L.R. Dag No.	Area with structure
1.	Tank	412	646	3125,3126, 3127,3888	1030	15 Cottah
2.	Bastu	412	647	3125,3126, 3127,3888	1029	21 Cottah 3 Chittaks18 Sq.ft
3.	Bastu	412	647	3125,3126, 3127,3888	1031	11 Cottah more or less.

The said property is butted and bounded in the following manner:

On the North: Bye Lane

On the South: Play Ground

On the East: By the Property of Alok Dhar, Sourav Saha & Sankar Das.

On the West: By the Property of Bijoy Chand Pal & Madhab Pal.

THE SECOND SCHEDULE ABOVE REFERRED TO

(BUILDING)

ALL THAT the proposed new G+4 residential multi-storied building along with Garrage/shop under the name and style of “**PRAKRITI TRUSTEGIC**” constructed on the land more fully described in the **FIRST SCHEDULE**.

THIRD SCHEDULE :

DESCRIPTION OF THE SAID FLAT AND GARAGE

ALL THAT the said finished residential Flat

ON THE NORTH :

ON THE SOUTH

ON THE EAST :

ON THE WEST :

FOURTH SCHEDULE ABOVE REFERRED TO

(COMMON AREAS & FACILITIES)

The common areas and facilities continued in the present Deed shall include :

- a) Common Passages and common paths and main entrance of the First Schedule and common top roof and **LIFT** of aforesaid building.
- b) Common walls and main gates, structures, beam column foundation elimination.
- c) Drainage and sewerage and all pipes and other installations for the same.
- d) Stair case, staircases landing and / or midland on all floors in the building and use of the roof.
- e) Water Pump, water pump room, water Reservoir, Water Tanks and all common plumbing installations for.
- f) Such other common parts, area, equipments installations fittings, fixtures space in or about the land and building as are necessary for passage to and / or user of the unit in common by the Co-owners but expressly excluding the and / or terrace and parapet walls of the building.

FIFTH SCHEDULE ABOVE REFERRED TO

Annexed floor plan of the Apartment.

**SCHEDULE SIXTH : TOTAL CONSIDERATION OF THE FLAT WHITOUT ANY
EXTRA WORK**

Total consideration of the said flat and Garage are only.

MODE OF PAYMENT :

1.It shall be the duty and responsibility of the Purchaser to make punctual payment of the full consideration money in the manner as follows:-

A) (Approx 10%) At the time of booking on

B) 30% at the time foundation

C) 30% at the time of roof casting

D) 10% at the time of bricks works

E) 15% at the time of floor, sanitary fittings etc

F) 5% at the time of registration

Total amount

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

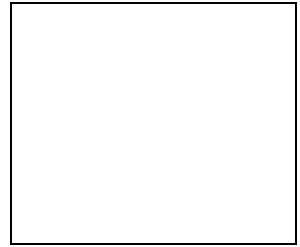
SIGNED AND DELIVERED BY THE WITHIN NAMED

Allottee:(including joint buyers)

(1)_____

(2)_____

At _____ on _____ in the presence of:



SIGNED AND DELIVERED BY THE WITHIN NAMED

Promoter:

(1) _____

(Authorized Signatory)

WITNESSES:

1. Signature_____Name

-Address_____

2. Signature_____

Name-Address_____

