AGREEMENT FOR SALE
THIS AGREEMENT FOR SALE ("Agreement") executed on this day of, 20,
BY AND BETWEEN

(1) JAI MATADI PLAZA PRIVATE LIMITED (PAN: AABCJ6871G $\&$ CIN:
U70101WB2005PTC106557), a company incorporated under the
Companies Act of 1956 as amended on 2013, having its registered office at
2, O.C. Ganguly Sarani, 'ALTITUDE', 10^{th} & 11^{th} Floor, Post Office Lala
Lajpat Rai Sarani, Police Station Bhowanipore, Kolkata-700020, previously
situated at 122, J.N. Mukherjee Road, Ghusuri, Howrah-711107 and
represented by its (PAN: and Aadhaar No.
, residing at, having been
duly authorised in pursuance of a Resolution of the Board of Directors on
dated, (2) NARAYAN NIKETAN PRIVATE LIMITED (PAN:
AACCN3198H & CIN: U70101WB2005PTC106555), a Company
incorporated under the Companies Act of 1956 as amended on 2013, having
its registered office at 2, O.C. Ganguly Sarani, 'ALTITUDE', 10th & 11th
Floor, Post Office Lala Lajpat Rai Sarani, Police Station Bhowanipore,
Kolkata-700020, previously situated at 122, J.N. Mukherjee Road, Ghusuri,
Howrah-711107 and represented by its (PAN: and
Aadhaar No, residing at
, having been duly authorised in pursuance of a Resolution
of the Board of Directors on dated, (3) TULSI ABASAN PRIVATE
LIMITED (PAN: AACCT4671K & CIN: U70101WB2005PTC106565), a
company incorporated under the Companies Act of 1956 as amended on
2013, having its registered office at 2, O.C. Ganguly Sarani, 'ALTITUDE', 10th
& 11th Floor, Post Office Lala Lajpat Rai Sarani, Police Station Bhowanipore,
Kolkata-700020, previously situated at 122, J.N. Mukherjee Road, Ghusuri,
Howrah-711107 and represented by its (PAN: and
Aadhaar No, residing at,
having been duly authorised in pursuance of a Resolution of the Board of
Directors on dated, (4) JALAN HI-MECH PRIVATE LIMITED
(PAN: AAACJ6553G & CIN: U70102WB1994PTC062987), a company
incorporated under the Companies Act, 1956 as amended on 2013, having
its registered office at 2, O.C. Ganguly Sarani, 'ALTITUDE', 10th & 11th
Floor, Post Office Lala Lajpat Rai Sarani, Police Station Bhowanipore,
Kolkata-700020, previously situated at 238A, A.J.C. Bose Road, 2nd Floor,
Post Office Lala Lajpat Rai Sarani, Police Station Bhowanipore, Kolkata-
700020 and represented by its(PAN: and
Aadhaar No, residing at, having
been duly authorised in pursuance of a Resolution of the Board of Directors
on dated, (5) MAA DURGA ABASAN PRIVATE LIMITED
(PAN: AAFCM6137L & CIN: U51101WB2007PTC118812), a company
incorporated under the Companies Act, 1956 as amended on 2013, having
its registered office at 2, O.C. Ganguly Sarani, 'ALTITUDE', 10th & 11th Floor,
Post Office Lala Lajpat Rai Sarani, Police Station Bhowanipore, Kolkata-
700020, previously situated at 236B, A.J.C. Bose Road, 2nd Floor, Post Office

Lala Lajpat Rai Sarani, Police Station Bhowanipore, Kolkata-700020 and
represented by its (PAN: and Aadhaar No.
, residing at, having been
duly authorised in pursuance of a Resolution of the Board of Directors on
dated, (6) JALAN NIKETAN PRIVATE LIMITED (PAN:
AABCJ1715B & CIN: U45210WB1999PTC089125), a company
incorporated under the Companies Act, 1956 as amended on 2013, having its
registered office at 2, O.C. Ganguly Sarani, 'ALTITUDE', 10th & 11th Floor,
Post Office Lala Lajpat Rai Sarani, Police Station Bhowanipore,, Kolkata-
700020, previously situated at 238A, A.J.C. Bose Road, 2 nd Floor, Post Office
Lala Lajpat Rai Sarani, Police Station Bhowanipore, Kolkata-700020 and
represented by its (PAN: and Aadhaar No.
, son of, residing at, having been duly
authorised in pursuance of a Resolution of the Board of Directors on dated
, AND (7) NEO SEAMLESS TUBES LIMITED (PAN:
AACCN4345E & CIN: U27202WB2007PLC112454 a Company incorporated
under the Companics Act,1956 as amended on 2013 having its registered
office at 2,O.C.Ganguly Sarani, 'ALTITUDE', 10th & 11th Floor, Post Office
Lala Lajpat Rai Sarani, Police Station Bhowanipore, Kolkata-7000020,
previously situated at 236B, A.J.C. Bose Road, 2nd Floor, Post Office Lala
Lajpat Rai Sarani, Police Station Bhowanipore, Kolkata-7000020, and
represented by its (PAN: and Aadhaar No) son
of, residing at, having been duly authorised
in pursuance of a Resolution of the Board of Directors on dated
, hereinafter collectively referred to as the LAND
OWNERS/VENDORS (which term or expression in the case of the Company
shall mean and include its successor and/or successors in office/interest
and assigns and in the case of the individuals their successor in office and
interest, legal representatives, executors, administrators and assigns) of the
FIRST PART;
AND
JALAN BUILDERS PRIVATE LIMITED (CIN no.
U70101WB2006PTC111137 and PAN: AABCJ7754Q), a company
incorporated under the provisions of the Companies Act,1956, having its
registered office at 2, O. C. Ganguly Sarani, "ALTITUDE" 10th and 11th Floor,
Post Office Lala Rajpat Rai Sarani, Police Station Bhowanipore, Kolkta-
700020, represented by its (PAN: and Aadhar
no) authorized vide board resolution dated,
hereinafter referred to as the "PROMOTER/DEVELOPER" (Which expression
shall unless repugnant to the context or meaning thereof be deemed to mean

and include its successor in interest, executors, administrator and permitted assignees);

AND

	(CIN:	and PAN :), a company
incorporated und registered office	er the provisions	of the Companies	Act,1956, having its represented by duly authorized
vide board resolu "ALLOTTEE/PUI context or meani	tion dated RCHASER" (Which ng thereof be deen	, hereinal expression shall un	fter referred to as the less repugnant to the clude its succssor in
		OR	
(If the Allottee is	s a partnership)		
registered under of business at (PAN: hereinafter referreshall unless repuand include its su	the Indian Partners Aadhar No. ed to as the "ALLO gnant to the contex	ship Act, 1932, having represented by its authorise authorise tor meaning thereof, executors, administ	a partnership firm ng its principal place , , sed vide , , , , , which expression of be deemed to mean strator and permitted
		OR	
(If the Allottee is	s an individual)		
daughter of	, aged about ereinafter called t unless repugnant n and include hi	he "ALLOTTEE/PU to the context or s/her heirs, execu	No

OR

(If the Allottee is a HUF)

Mr		(PAN:		Aa	ıdhar	No.), s	son/
daughter	of		_, aged	about		,	for s	elf ar	nd as	the
"Karta" of	the Hi	ndu Joint	Mitaksh	ara fan	nily kr	nown	as			HUF
(PAN:)	, havin	g its	place	e of	bus	iness,	reside	ence
at	;	, hereinafte	er referre	d to as	the "A	ALLO'	ITEE	/PUR	CHAS	ER"
(Which exp	ression	shall unle	ss repug	gnant to	o the o	contex	kt or 1	neani	ng the	reof
be deemed	1 to inc	clude his	heirs, e	xecuto:	rs, ad	minis	trato	r, suc	cesso	r in
interest, aı	nd perm	itted assig	ns as we	ll as th	e mem	bers	of the	said l	HUF, t	heir
heirs, exe	cutors,	administr	rator, s	uccesso	or in	inte	est,	and	permi	itted
assignees).										

The Land Owners/Vendors, Promoter/Developer and Allottee(s)/Purchaser(s) shall hereinafter collectively be referred to as the **"Parties"** and individually as a **"Party"**.

WHEREAS:

- **A.** The Land Owners/Vendors are the absolute and lawful owner of L.R. Dag Nos. 567, 568 & 571, L.R. Khatian No.1383, 1384, 1382, 2835, 2805, 2833, 2834, totally admeasuring 223.65 Decimal or 9049.96 square meters situated at Mouza Gangajoara, J.L.No. 18, Block-Sonarpur, Police Station- Narendrapur (formerly Sonarpur), under Kamrabad Gram Panchayat, District-South 24 Paraganas ("Said Land") vide sale deeds (I) dated 25/07/2008, registered at the office of the A.D.S.R. Sonarpur in Book No. 1, Pages From 4260 to 4277 bearing being No 07834 of the year 2008 (II) dated 25/07/2008, registered at the office of the A.D.S.R. Sonarpur in Book No. 1, Pages From 4296 to 4313, bearing being No 07843 of the year 2008, (III) dated 25/07/2008, registered at the office of the A.D.S.R. Sonarpur in Book No. 1, Pages From 4278 to 4295 bearing being No 07842 of the year 2008 and (IV) dated 03/11/2017, registered at the office of the A.D.S.R. Garia, in Book No. 1, Pages From 109366 to 109401, bearing being No 162904213 of the year 2017.
- **B.** 223.65 Decimal or 9049.96 square meters situated at Mouza Gangajoara, J.L.No. 18, Block- Sonarpur, Police Station- Narendrapur (formerly Sonarpur), under Kamrabad Gram Panchayat, District- South 24 Paraganas ("Said Land") vide sale deeds (I) dated 25/07/2008,

registered at the office of the A.D.S.R. Sonarpur in Book No. 1, Pages From 4260 to 4277 bearing being No 07834 of the year 2008 (II) dated 25/07/2008, registered at the office of the A.D.S.R. Sonarpur in Book No. 1, Pages From 4296 to 4313, bearing being No 07843 of the year 2008, (III) dated 25/07/2008, registered at the office of the A.D.S.R. Sonarpur in Book No. 1, Pages From 4278 to 4295 bearing being No 07842 of the year 2008 and (IV) dated 03/11/2017, registered at the office of the A.D.S.R. Garia, in Book No. 1, Pages From 109366 to 109401, bearing being No 162904213 of the year 2017.

- **C.** The Land Owners/Vendors and the Promoter/Developer have duly registered the aforesaid Development Agreement dated 31.12.2024 registered at the office of the D.S.R.- IV, South 24 Parganas, in Book I, Volume No. 1604-2025, Pages from 3653 to 3728, bearing being No. 160400091 for the year 2025.
- **D.** In connection with the aforesaid Development Agreement, the Land Owners/Vendors have duly executed a Power of Attorney dated 31.12.2024 which was registered at the office of the D.S.R.- IV, South 24 Parganas, in Book I, Volume No. 1604-2025, Pages from 41246 to 41280, bearing being No. 160401585 for the year 2025.
- **E.** The Said Land is earmarked for the purpose of plotted development of a Residential & Commercial project, comprising of 2 Nos. G+IV Storied Residential Building, 1 No. G+III Storied Commercial Building & 1 No. G+II Storied Building for Guest House of the said project shall be known as **'THE HYACINTH'**.
- **F.** The Promoter/Developer 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;
- **G.** The Committee of the Sonarpur Panchayat Samity, Sonarpur, South 24 Parganas has granted the Building Permission Certificate to develop the project vide approval dated 12/08/2025 bearing Memo No. 1057/SPS.
- **H.** The Promoter/Developer has obtained the final layout plan, approvals for the Project from the Sonarpur Panchayat Samity, Sonarpur, South 24 Parganas. The Promoter/Developer 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;

I.	The Promoter/Vendor has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at Kolkata on under registration no;
J.	The Allottee/Purchaser had applied for a Residential/Commercial Unit in the Project vide application no dated
	and has been allotted apartment no having carpet area of square feet, type building, on floor in [tower/block/building] no ("Building") along with garage/closed parking no admeasuring square feet in the as permissible under the applicable law
	and of pro rata share in the common areas ("Common Areas") as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the "Apartment" more particularly described in Schedule A and the floor plan of the apartment is annexed hereto and marked as Schedule B);
K.	The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;

- **L.** 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;
- **M.** The parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contents in this agreement on the terms and conditions appearing hereinafter;
- **N.** In accordance with the terms and conditions set out in this agreement and as mutually agreed upon by and between the parties, the promoter/developer hereby agrees to sell and the Allottee/Purchaser hereby agrees to purchase the Residential/Commercial Unit and the Garage/Closed Parking as specified in Paragraph-J;

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/developer agrees to sell to the Allottee/Purchaser and the

Allottee hereby agrees to purchase, the Residential/Commercial Unit as specified in para N;

The Total Price for the Residential/Con	
carpet area is Rs (Rupees _	only).
Block/Building/Tower no	
	Rate of Apartment per
Apartment/Commercial Unit no	square feet
Type	
Floor	
	1

AND

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/purchaser to the Promoter/developer towards the Apartment.
- (ii) The Total Price above does not include Taxes (consisting of tax paid or payableby the Promoter by way of GST and Cess or Value Added Tax, Service Tax, Stamps Duty, Registration Fees, Other legal expenses and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) up to the date of handing over the possession of the apartment/plot.

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

- (iii) The Promoter/Developer shall periodically intimate to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the 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 Residential/Commercial Unit includes 1) Pro rata share in the common areas; and 2) _____ Garage(s)/Closed Parking(s) as provided in the Agreement.
- (v) The Total Price is escalation-free, save and except increases, which the Allottee/Purchaser 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/Purchaser for increase in development charges, cost/charges imposed by the competent authorities, the Promoter/Developer shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee/Purchaser, which shall only be applicable on subsequent payments.

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

The Promoter/Developer may allow, in its sole discretion, a rebate for early payments of instalments payable by the Allottee/Purchaser by discounting such early payments @ ___ % per annum for the period by which the respective instalment 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/Purchaser by the Promoter/Developer.

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

[Applicable in case of an apartment] The Promoter/Developer shall confirm to the final carpet area that has been allotted to the Allottee/Purchaser

after the construction of the Building is complete and the Completion 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/Developer. If there is reduction in the carpet area then the define limit then Promoter/Developer shall refund the excess money paid Allottee/Purchaser within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee/Purchaser. If there is any increase in the carpet area allotted to Allottee/Purchaser, the Promoter/Developer shall demand that from the Allottee/Purchaser as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in clause 1.2 of this Agreement.

Subject to clause 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the Residential/Commercial Unit as mentioned below:

- (i) The Allottee/Purchaser shall have exclusive ownership of the Apartment/Commercial Unit;
- (ii) The Allottee/Purchaser shall also have undivided proportionate share in the Common Areas. Since the share/interest of Allottee/Purchaser in the Common Areas is undivided and cannot be divided or separated, the Allottee/Purchaser shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further the right of the Allottee/Purchaser to use the common areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the promoter/developer shall convey undivided proportionate title in the common areas to the association of allottees/purchaser as provided in the Act;
- (iii) That the computation of the price of the Residential/Commercial Unit 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/Developer and the Allottee/Purchaser agrees that the Residential/Commercial Unit along with ______ Garage/Closed Parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained

Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee/Purchaser. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees/Purchasers of the Project.

It is understood by the Allottee/Purchaser that all other areas and i.e. areas and facilities falling outside the project, namely "THE HYACINTH" shall not form a part of the declaration to be filed with the competent authority in accordance with the West Bengal Apartment Ownership Act, 1972.

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

The Allottee/Purchaser has paid a sum of Rs. ______ (Rupees ______only) as booking amount being part payment towards the Total Price of the Residential/Commercial Unit at the time of application the receipt of which the Promoter/Developer hereby acknowledges and the Allottee/Purchaser hereby agrees to pay the remaining price of the Residential/Commercial Unit as prescribed in the Payment Plan as may be demanded by the Promoter/Developer within the time and in the manner specified therein:

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

2. MODE OF PAYMENT:

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

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

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

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

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

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

5. TIME IS ESSENCE:

Time is of essence for the Promoter/Developer as well as the Allottee/Purchaser. The promoter/Developer shall abide by the time schedule for completing the project and handing over the Residential/Commercial Unit to the Allottee/Purchaser and the common areas to the association of allottees/purchaser after receiving the Occupancy Certificate or the Completion Certificate or both, as the case may be.

Similarly, the allottee/purchaser shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the agreement subject to the simultaneous completion of construction by the promoter as provided in Schedule C.

6. CONSTRUCTION OF THE RESIDENTIAL CUM COMMERCIAL PROJECT:

Allottee/Purchaser has the specifications The seen of the Residential/Commercial Unit and accepted the payment plan, the floor plan, layout plans [annexed along with this Agreement] which has been approved by the competent authority, as represented Promoter/Developer. The Promoter/Developer shall develop the Project in accordance with the said layout plans, floor plans and specifications. Subject to the terms in this Agreement, the Promoter/Developer undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the _____ relevant laws in force) and shall not have an option to make any variation/alteration/modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE UNIT:

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

Procedure for taking possession - The Promoter/Developer, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the Residential/Commercial Unit, to the Allottee/Purchaser in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter/Developer shall give possession of the Residential/Commercial Unit to the Allottee/Purchaser. The Promoter/Developer agrees and undertakes to indemnify the Allottee/Purchase in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter/Developer. The Allottee/Purchaser agree(s) to pay the maintenance charges as determined by Promoter/Developer/Association of the allottees/purchasers, as the case may be. The Promoter/Developer on its behalf shall offer the possession to the Allottee/Purchaser in writing within days of receiving the occupancy certificate of the project. Failure of Allottee/Purchaser to take Possession of Residential/Commercial Unit. Upon receiving a written intimation from the Promoter as per clause 7.2, the Allottee shall take possession of the Residential/Commercial Unit from the Promoter/Developer by executing necessary indemnities,

undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Residential/Commercial Unit to the allottee/purchaser. In case the Allottee/Purchaser fails to take possession within the time provided in clause 7.2, such Allottee/Purchaser shall continue to be liable to pay maintenance charges as applicable.

Possession by the Allottee/Purchaser - After obtaining the occupancy certificate and handing over physical possession of the Residential/Commercial Unit to the Allottees, it shall be the responsibility of the Promoter/Developer to hand over the necessary documents and plans, including common areas, to the Association of Allottees/Purchasers or the competent authority, as the case may be, as per the local laws.

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

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

Compensation - The Promoter/Developer shall compensate the Allottee/Purchaser in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for interest and 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 Residential/Commercial Unit (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/Developer shall be liable, on demand to the allottees/Purchaser, in case the Allottee/Purchaser wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Residential/Commercial Unit, 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/Purchaser does not intend to withdraw from the Project, the Promoter/Developer shall pay the

Allottee/Purchaser interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the Residential/Commercial Unit.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER/DEVELOPER:

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

- (i) The [Promoter] has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Promoter/Developer 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 Residential/Commercial Unit;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Residential/Commercial unit are valid and subsisting and have been obtained by following due process of law. Further, the Promoter/ Developer has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Residential/Commercial Project and common areas;
- (vi) The Promoter/Developer has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee/Purchaser created herein, may prejudicially be affected;
- (vii)The Promoter/Developer has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the said Land, including the Project and the said Residential/Commercial Project which will, in any manner, affect the rights of Allottee/Purchaser under this Agreement;
- (*viii*) The Promoter/Developer confirms that the Promoter is not restricted in any manner whatsoever from selling the said Residential/Commercial

Unit to the Allottee/purchaser in the manner contemplated in this Agreement;

- (ix) At the time of execution of the conveyance deed the Promoter/Developer shall handover lawful, vacant, peaceful, physical possession of the Residential/Commercial Unit to the Allottee/Purchaser and the common areas to the association of the allottees/purchasers.
- (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/Developer has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities.
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter/Developer in respect of the said Land and/or the said Residential cum Commercial 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/Developer fails to provide ready to move in possession of the Residential/Commercial Unit to the Allottee/Purchaser within the time period specified For the purpose of this clause, 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects;
- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder. In case of Default by Promoter/Developer under the conditions listed above, Allottee is entitled to the following:
 - (i) Stop making further payments to Promoter/Developer as demanded by the Promoter. If the Allottee stops making payments, the Promoter/Developer shall correct the situation by

completing the construction milestones and only thereafter the Allottee/Purchaser be required to make the next payment without any penal interest;

or

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

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

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

- (i) In case the Allottee/Purchaser 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/purchaser shall be liable to pay interest to the promoter on the unpaid amount at the rate prescribed in the Rules;
- In case of Default by Allottee/Purchaser under the condition (ii) listed above continues for a period beyond 2 consecutive months after notice from the Promoter in this regard, the Promoter shall cancel the allotment ofthe Residential/Commercial Unit in favour of the Allottee/Purchaser and refund the money paid to him by the allottee/purchaser by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

10. CONVEYANCE OF THE SAID APARTMENT:

The Promoter/Developer, on receipt of complete amount of the Price of the Residential/Commercial Unit under the Agreement from the Allottee/Purchaser, shall execute a conveyance deed and convey the title of the Residential/Commercial Unit 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/Purchaser fails to deposit the stamp duty registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee/purchaser authorizes the Promoter/Developer to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Promoter/Developer is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/penalties imposed by the competent authority (ies).

11. MAINTENANCE OF THE SAID BUILDING / UNIT / PROJECT:

The Promoter/Developer 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/purchasers. The cost of such maintenance has been included in the Total Price of the Residential/Commercial Unit.

12. DEFECT LIABILITY:

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the 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/Purchaser from the date of handing over possession, it shall be the duty of the Promoter/Developer 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/Purchasers shall entitled receive be to appropriate compensation in the manner as provided under the Act.

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

The Allottee/Purchaser hereby agrees to purchase the Residential/Commercial unit on the specific understanding that his/her right to the use of common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the association of Allottees/Purchasers (or the maintenance agency appointed by it) and performance by the Allottee/Purchaser of all his/her obligations in respect of the terms and

conditions specified by the maintenance agency or the association of Allottee/Purchaser from time to time.

14. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

The Promoter/Developer/Maintenance Agency/Association of Allottees/Purchasers 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/Purchaser agrees to permit the association of allottees/purchaser and/or maintenance agency to enter into the Residential/Commercial Unit or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

15. USAGE:

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the "THE HYACINTH", 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/Purchaser shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of allottees formed by the Allottees/Purchasers for rendering maintenance services.

16. GENERAL COMPLIANCE WITH RESPECT TO THE UNIT/SPACE:

Subject to clause 12 above, the Allottee/Purchaser shall, after taking possession, be solely responsible to maintain the Residential/Commercial unit at his/her own cost, in good repair and condition and shall not do or done anything in or to the Building, Residential/Commercial Unit, 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 Residential/Commercial Unit and to the Residential/Commercial Unit, 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/Purchaser further undertakes, assures and guarantees that he/she would not put any sign-board/nameplate, 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/Purchaser shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further, the Allottee/Purchaser shall not store any hazardous or combustible goods in the Residential/Commercial Unit or place any heavy material in the common passages or staircase of the Building. The Allottee/Purchaser shall also not remove any wall, including the outer and Residential/Commercial bearing wall of the Allottee/Purchaser shall plan and distribute its electrical load in conformity with the electrical systems installed Promoter/Developer and thereafter the association of allottees/purchaser maintenance agency appointed by association allottees/purchaser. The Allottee/Purchaser shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE/PURCHASER:

The Allottee/Purchaser are entering into this Agreement for the allotment of an Residential/Commercial Unit with the full knowledge of all laws, rules, regulations, notifications applicable to the project in general and this project in particular. That the Allottee/Purchaser hereby undertakes that he/she shall comply with and carry out, from time to time after he/she has taken over for occupation and use the said Residential/Commercial unit, all the requirements, requisitions, demands and repair which required by any competent Authority in respect of the Residential/Commercial unit/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/DEVELOPER SHALL NOT MORTGAGE OR CREATE CHARGE:

After the Promoter/Developer executes this Agreement he shall not mortgage or create a charge on the Residential/Commercial unit 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/Purchaser who has taken or agreed to take such Residential/Commercial Unit.

20. APARTMENT OWNERSHIP ACT:

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

21. BINDING EFFECT:

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

22. ENTIRE AGREEMENT:

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

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

25. WAIVER NOT A LIMITATION TO ENFORCE:

The Promoter/Developer may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee/Purchaser in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee/Purchaser that exercise of discretion by the Promoter in the case of one Allottee/Purchaser shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottees/Purchaser. Failure on the part of the promoter to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

26. SEVERABILITY:

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

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

Wherever in this Agreement it is stipulated that the Allottee/Purchaser 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 Residential/Commercial Unit bears to the total carpet area of all the Residential/Commercial Unit 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/Purchaser, inafter the Agreement is
duly executed by the Allottee/Purchaser 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 not	cices to be s	erved o	on the Allotte	ee/Purchasei	and the P	romotei
as contemp	lated by th	is Agre	ement shall	be deemed	to have be	en duly
served if se	ent to the	Allottee	/Purchaser	or the Prom	oter/Devel	oper by
Registered			respective ttee/Purcha	addresses .ser	specified	below
	(Allo	ttee/Pu	rchaser Add	ress)		
M/s	1	Promote	er/Develope	r name		
	(Pror	noter/I	Developer Ad	ldress)		

It shall be the duty of the Allottee/Purchaser 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/developer or the Allottee, as the case may be.

31. JOINT ALLOTTEES:

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

32. GOVERNING LAW:

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

33. DISPUTE RESOLUTION:

WITNESSES:

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.

[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.]

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

,	cluding joint buyers)	Please affix photograph and sign across the photograph	Please affix photograph and sign across the photograph	
(2)				
At	on	in th	ne presence	of:
	SIGNED AND DELIVER	RED BY THE '	WITHIN NAM	MED
Promoter:				Please affix
	orized Signatory)			photograph and sign across the photograph

1. Signature	_ Name -
Address	
2. Signature	_ Name -
Address	
THE SCHEDULE 'A' AB (SAID RESIDENTIAL/C	
ALL THAT the Residential/Commercial of block/tower no, MEASURI Carpet area (be a little more or less) Sq.ft (be a little more or less) and all little more or less) including prorate herein after referred to as the CHARC Constructed on the demised land at medium size motor car in the OPEN Floor of the building and following that is to say:	NG Sq.ft () of and Balcony/ Verandah that share of Sq.ft. (be a share basis of the common area GABLE AREA in the building to the and right to Park no.
ON THE NORTH:	
ON THE SOUTH:	
ON THE EAST:	
ON THE WEST:	

THE SCHEDULE 'B' ABOVE REFERRED TO:

(FLOOR PLAN OF THE UNIT)

To be annexed at the time of signing of this Agreement

THE SCHEDULE 'C' ABOVE REFERRED TO:

(PAYMENT PLAN)

The total Consideration as described in Clause 1 shall be paid by the Allottee/Purchaser to the Developer/Promoter by Cheques/Pay Orders/Demand Drafts drawn in the name of **JALAN BUILDERS PVT. LTD.** or by Online Payment (as applicable) as follows:

PAYMENT SCHEDULE	
At the time of Allotment/Booking	5% of total Consideration + Applicable Tax
On Agreement	15% of total Consideration + Applicable Tax
On Start of Foundation**	10% of total Consideration + Applicable Tax
On Completion of First Floor Casting of the Sold Unit**	10% of total Consideration + Applicable Tax
On Completion of Second Floor Casting of the Sold Unit**	10% of total Consideration + Applicable Tax
On Completion of Third Floor Casting of the Sold Unit**	10% of total Consideration + Applicable Tax
On Completion of Fourth Floor Casting of the Sold Unit**	10% of total Consideration + Applicable Tax
On Start of Brickwork of the Sold Unit**	10% of total Consideration + Applicable Tax
On Completion of Flooring of the Sold Unit**	10% of total Consideration + Applicable Tax
On or Before Possession**	10% of total Consideration + Applicable Tax

^{**} Within 15 days of raising of demand such payment shall be made by the Allottee/Purchaser.