

**AGREEMENT FOR SALE**

**THIS AGREEMENT FOR SALE** executed on this day of **May, 2022** (Two Thousand Twenty Two) **BETWEEN (1) SRI SUBRATA BAIDYA** (PAN- AEHPB2924F), **(2) SRI SUBHAS BAIDYA** (PAN - AEIPB8377D) and **(3) SRI SATYABRATA BAIDYA** (PAN - AEIPB8378N), all sons of - Late Satish Chandra Baidya, by faith- Hindu, by occupation- Advocate & Business, by nationality- Indian, residing at- "Baidya Bhawan", 8, Pranabananda Road, P.O.- Garia, P.S.- Patuli, Kolkata- 700084, hereinafter jointly referred to as the "**LANDOWNERS/VENDORS**" represented by their constituted attorney **SRI AMIT GANGULY** (PAN- AIEPG3746R) son of- Late Ranjit Ganguly, by faith- Hindu, by occupation- Business, residing at- 174, Garia Station Road, Post Office- Garia, Police Station- Narendrapur, Kolkata- 700084,(which expression shall unless excluded by or repugnant to the context be deemed to mean and include their legal representative, heirs, successors, executors and/or assigns) of the **FIRST PART;**

**AND**

**GANGULY HOME SEARCH PRIVATE LIMITED**(PAN- AADCG2860J) a company incorporated under the provisions of Companies Act, 1956 having its registered office at 167, Garia Station Road, P.O- Garia, P.S.- Narendrapur, Kolkata- 700084 and represented by one of its Director **SRI AMIT GANGULY**(PAN- AIEPG3746R) son of- Late Ranjit Ganguly, by faith- Hindu, by occupation- Business, residing at- 174, Garia Station Road, Post Office- Garia, Police Station- Narendrapur, Kolkata- 700084, authorized vide board resolution dated 21.02.2022 hereinafter referred to as the **DEVELOPER**' (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include its successor or successors in office nominee or nominees and/or assigns) of the **SECOND PART**;

**AND**

..... (PAN ..... ) (Aadhaar No. .... ) son/daughter/wife of ....., by faith- Hindu, by nationality - Indian, by occupation ....., residing at ....., India, hereinafter called the "**PURCHASER**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs, executors, administrators, successors-in-interest and permitted assigns) of the **THIRD PART**;

The Developer and Purchaser/s shall hereinafter collectively be referred to as the "Parties" and individually as a "Party"

**WHEREAS:**

- A.** Niro Bewa, wife of- Late Paresh Halder while being the owner of the land measuring about 13 decimal in Dag No. 417 & 418, Khatian No. 509 & 510, both under Mouza- Baishnabghata, J.L. No. 28 sold the said entire land to Satish Chandra Baidya, son of- Tarak Nath Baidya (the deceased father of the Landowners herein) by virtue of a Sale Deed registered on 24.05.1946, before Sadar Joint Sub- Registrar, Alipore and recorded in Book No. I, Volume No. 37, Pages 62 to 63, Being No. 1525, for the year 1946;
- B.** Sanatan Chandra Nath & Lalit Mohan Nath, both sons of Sarada Prasad Nath and Panchu Bala Nath, wife of- Satya Charan Nath while being the joint owners of the land measuring about 31 decimal in Dag No. 423, Khatian No. 537, under Mouza- Baishnabghata, J.L. No. 28 sold the same to Satish Chandra Baidya, son of- Tarak Nath Baidya (the deceased father of the Landowners herein) by virtue of a Sale Deed registered on 27.02.1963, before Sub- Registrar, Alipore and recorded in Book No. I, Volume No. 17, Pages 244 to 247, Being No. 1738, for the year 1963;
- C.** Nanda Dulal Sadhukhan, son of- Late Panchkari Sadhukhan & Panchi Bala Dashi, wife of- Late Panchkari Sadhukhan while being the joint owners of the land measuring about 6 decimal in Dag No. 419, Khatian No. 527, under Mouza- Baishnabghata, J.L. No. 28 sold the same to Satish Chandra Baidya, son of- Tarak Nath Baidya (the deceased father of the Landowners herein) by virtue of a Sale Deed registered on 04.10.1974, before Sub- Registrar, Alipore and recorded in Book No. I, Volume No. 149, Pages 31 to 37, Being No. 5353, for the year 1974;
- D.** After purchasing the above-stated lands total measuring about 50 decimal Satish Chandra Baidya mutated his name in the Assessment Records of Corporation of Calcutta (now known as Kolkata Municipal Corporation) and the said lands have been re-numbered as 139, Raja S.C. Mullick Road, 139/1A, Raja S.C. Mullick Road, 139/1B, Raja S.C. Mullick Road, 140, Raja S.C. Mullick Road & 171, Raja S.C. Mullick Road, thereafter on 29.05.1975 Corporation of Calcutta (now known as Kolkata Municipal Corporation) on the basis of an application made by Satish Chandra Baidya amalgamated the above-stated premises into a single premises,

i.e. 139/1A, Raja S.C. Mullick Road under Ward No. 100;

- E.** On the said premises i.e. 139/1A, Raja S.C. Mullick Road, Satish Chandra Baidya constructed a building thereon and started business of Cinema House. The cinema house was named "Mahua" and the present Landowners were partners in that business along with their father (Satish Chandra Baidya);
- F.** On 17.10.1979 Satish Chandra Baidya executed an unregistered Will in favour of his 4 (four) sons namely Sri Subrata Baidya, Sri Subhas Baidya, Sri Satyabrata Baidya & Suhas Baidya in respect of the above-stated lands whereon the said "Mahua" cinema hall was situated with other lands and after the demise of Satish Chandra Baidya on 01.05.1981 his above-stated 4 (four) sons jointly inherited the said lands;
- G.** Suhas Baidya (one of the sons of Satish Chandra Baidya) died on 18.07.1983 and as per the terms and conditions of the said Will of Satish Chandra Baidya, the share of Suhas Baidya devolved upon his three brothers, i.e. Sri Subrata Baidya, Sri Subhas Baidya, Sri Satyabrata Baidya (all being the Landowners);
- H.** The Additional District Judge, 5<sup>th</sup> Court, Alipore was pleased to Grant Probate of Will of Late Satish Chandra Baidya in O.S. No. 2 of 1988, which was proved in his court on 06.05.1988 and finally granted the said probate on 28.03.1989 which was arose from original Suit No. 81 of 1987 in Act XXXIX Case No. 103 of 1984 filed before The Ld. District Delegate, Alipore and thereafter the Landowners herein got the joint ownership of the "Mahua" cinema hall along with lands total measuring an area of 50 decimal but after physical measurement which appears to be **1 (One) Bigha 7 (Seven) Cottahs 1 (one) Chittak 36 (thirty six) Sq. ft.** be the same a little more or less and the said land has been more fully and particularly described in the Schedule-A hereunder written.
- I.** Subrata Baidya, Subhas Baidya & Satyabrata Baidya (all being the Landowners) mutated their names in the Assessment Records of Kolkata Municipal Corporation in respect of the First Schedule land, and since then they are enjoying the joint ownership of the same without any interferences from anyone;
- J.** Due to changed business scenario the Landowners herein (the then owners of Mahua Cinema Hall) decided to stop business of running cinema house and did all the needful for the closure of business which includes surrender of licenses vide prayer dated 19.05.2015 before the District Magistrate South 24 Parganas, Cinema Licence Department. On 1.08.2019 Cinema Licence Department, Alipore, South 24 Parganas vide Memo no.07/CL informed about closure of "Mahua" cinema hall and cancellation of its licence. This is pertinent to mention here the landowners have also demolished the structure standing on the said land before handing over possession to the Developer/Second party of this agreement.
- K.** The Landowners being desirous of construction of new multi-storied building on the said premises have approached the Developer herein and executed a Development Agreement dated 16<sup>th</sup> February, 2018. The said Development Agreement was registered in the office of A.R.A.-I, Kolkata, recorded in Book No-I, Volume No.-1901-2018, Pages from 47725 to 47779 Being No.-1087 for the year 2018.
- L.** The Landowners have also executed a Power of Attorney on 14<sup>th</sup> September, 2018 in favour of Developers' representative for the purpose of smooth working. The said Power of Attorney was registered in the office of A.R.A.-III, Kolkata, recorded in Book No-IV, Volume No.-1903-2018, Pages from 169944 to 169980 Being No.-5952 for the year 2018.
- M.** The Landowners on 16.01.2019 executed a Boundary Declaration declaring the actual physical measurement of the land of KMC Premises No. 139/1A, Raja Subodh Chandra Mullick Road, Kolkata-700047 is 26 Cottahs 15 Chhittaks 29 Square Feet i.e. 1804.585 Sq. Mt. or 19424 sq. ft. and the said Boundary Declaration was registered in the office of the A.D.S.R. Alipore, Kolkata and recorded in Book No.- I, Volume No. 1905-2019, pages 10452 to 10471, Being No.160500211 for the year 2019.

- N.** The Developer on behalf of the Landowners obtained the Building Plan sanctioned by Kolkata Municipal Corporation, Building Department, Being No. 2021100045 dated 23.07.2021. The Kolkata Municipal Corporation, Building Department has granted the commencement certificate to develop the project vide approval dated 27.05.2022.
- O.** The Three Landowners and Developer due to changed circumstances mutually decided to enter into three separate fresh Development Agreements with more clarified explanation of their respective allocation and liabilities for that purpose the Landowners, each having 1/3<sup>rd</sup> undivided share in the project land, executed three development agreements with the Developer, wherein the respective allocation of Landowners and Developer was specifically mentioned and demarcated. Each of the Landowners has also executed power of attorney in favour of the Developer simultaneously.
- P.** Those Development Agreements and Power of Attorneys are registered in the office of District Sub- Registrar –III, South 24 Parganas. The details of those registration are given hereunder:
- (i) Development agreement dated 8<sup>th</sup> February, 2022 executed between Sri Subrata Baidya and Ganguly Home Search Pvt. Ltd registered and recorded in Book No-I, Volume No- 1603-2022, Pages from 65492 to 65546 , being No.- 2082 for the year 2022. He also executed a power of attorney dated 9<sup>th</sup> February,2022 in favour of the developer, simultaneously and the same was recorded in Book No-I, Volume No- 1603-2022, Page 77252 to 77276, being No.- 2462 for the year 2022, regarding his 1/3<sup>rd</sup> share in the said land described in the Schedule-A.
  - (ii) Development agreement dated 8<sup>th</sup> February, 2022 executed between Sri Subhas Baidya and Ganguly Home Search Pvt. Ltd registered and recorded in Book No-I, Volume No- 1603-2022, Pages from 65602 to 65660, being No.- 2084 for the year 2022. He also executed a power of attorney dated 9<sup>th</sup> February,2022 in favour of the developer, simultaneously and the same was recorded in Book No-I, Volume No- 1603-2022, Page 77393 to 77417, being No.- 2460 for the year 2022, regarding his 1/3<sup>rd</sup> share in the said land described in the Schedule-A.
  - (iii) Development agreement dated 8<sup>th</sup> February, 2022 executed between Sri Satyabrata Baidya and Ganguly Home Search Pvt. Ltd registered and recorded in Book No-I, Volume No- 1603-2022, Pages from 65547 to 65601 , being No.- 2083 for the year 2022. He also executed a power of attorney dated 9<sup>th</sup> February,2022 in favour of the developer, simultaneously and the same was recorded in Book No-I, Volume No- 1603-2022, Page 77209 to 77233, being No.- 2461 for the year 2022, regarding his 1/3<sup>rd</sup> share in the said land described in the Schedule-A.
- Q.** The said Land is earmarked for the purpose of building a residential cum commercial building project comprising multi-storied Flat and the said project shall be known as **“4-Sight Eminence”**.
- R.** The Developer is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Developer regarding the Said Land on which Project is to be constructed have been completed;
- S.** The Developer has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project from Kolkata Municipal Corporation. The 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;
- T.** The Developer has registered the Project under the provisions of the West Bengal Real Estate Regulatory Authority being Registration No. ....
- U.** The Purchaser/s has/have applied for purchasing a Flat in the Project vide Application no. .... dated ..... and has been allotted Flat No. ‘.....’ situated on the ..... **Floor**, measuring more or less .....

sq. ft. carpet area which is equivalent to ..... sq. ft. super built up area along with ..... car parking space measuring about ..... sq. ft. in the basement of the said building, 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 RERA (hereinafter referred to as the "Flat" more particularly described in Schedule A);

- V. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- W. 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;
- X. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- Y. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Developer hereby agrees to sell and the Purchaser/s hereby agree/s to purchase the Flat and car parking space as specified in paragraph "U".

**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:**

- 1.1 Subject to the terms and conditions as detailed in this Agreement, the Developer agrees to sell to the Purchaser/s and the Purchasers hereby agree to purchase, the Flat as specified in paragraph no. U.
- 1.2 The Total Price for the Flat based on the carpet/Super built-up area is **Rs.-** ...../- (**Rupees** .....) **only** ("Total Price"):

Flat No- ----	Rate of Flat per square feet :- .....sq.ft. x Rs. ..../- = Rs. ....
Type ---	/- + applicable taxes
Floor ----	Extra Cost - Rs. ..../- + applicable taxes
	Club Membership - Rs. ..../- + applicable taxes
	Maintenance Deposit - Rs. ..../-
	Association Formation Charges- Rs. ..../- + applicable taxes
	Maintenance corpus fund @Rs. ..../- per sqft.
Total price (in rupees)----only	Rs. ..../-

[AND]

	Price for 1 = Rs. ..../- + applicable taxes
-----car parking-1	
Total price (in rupees)	Rupees ..... only

Explanation:

- (i) The Total Price above includes the booking amount paid by the Purchasers to the Developer towards the Flat;
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Developer by way of Value Added Tax, Service Tax, GST, CGST, if any as per law, and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Developer) up to the date of handing over the possession of the Flat; Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the Purchasers to the Developer shall be increased/reduced based on such change / modification;
- (iii) The Developer shall periodically intimate to the Purchasers, the amount payable as stated in (i) above and the Purchasers shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the Developer shall provide to the Purchasers 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 Flat includes: 1) pro rata share in the Common Areas; and 2) one car parking space as provided in this Agreement. The Total Price is escalation-free, save and except increases which the Purchasers hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Developer undertakes and agrees that while raising a demand on the Purchasers for increase in development charges, cost/charges imposed by the competent authorities, the Developer shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Purchaser(s), which shall only be applicable on subsequent payments.

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

The Developer may allow, in its sole discretion, a rebate for early payments of installments payable by the Purchaser(s) by discounting such early payments @ BPLR or as mutually agreed between the parties 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 any Purchaser(s) by the Developer.

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

The Developer shall confirm the final carpet area that has been allotted to the Purchaser(s) after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Developer. If there is any reduction in the carpet area within the defined limit then Developer shall refund the excess money paid by Purchasers within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Purchaser(s). If there is any increase in the carpet area allotted to Purchaser(s), the Developer shall demand that from the Purchasers as per the next milestone of the PaymentPlan. All these monetary

adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this Agreement.

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

(i) The Purchaser(s) shall have exclusive ownership of the Flat;

(ii) The Purchaser(s) shall also have undivided proportionate share in the Common Areas. Since the share / interest of Purchaser(s) in the Common Areas is undivided and cannot be divided or separated, the Purchasers shall use the

Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Purchaser(s) to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the Developer shall convey undivided proportionate title in the common areas to the association of Purchaser(s) as provided in the Act;

- (i) That the computation of the price of the Flat includes recovery of price of land, construction of [not only the Flat but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and firefighting equipment in the common areas etc. and includes cost for providing all other facilities as provided within the Project.

It is made clear by the Developer and the Purchasers agrees that the Flat 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 Purchasers. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Purchasers of the Project.

It is understood by the Purchasers that all other areas and i.e. areas and facilities falling outside the Project, namely **4Sight- Eminence** shall not form a part of the declaration to be filed with the Competent Authority in accordance with the West Bengal Flat Ownership Act, 1972.

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

The Purchaser(s) has/have paid a sum of **Rs. .... only** plus applicable tax as booking amount being part payment towards the Total Price of the Flat at the time of application the receipt of which the Developer hereby acknowledges and the Purchaser(s) hereby agree/s to pay the remaining price of the Flat as prescribed in the Payment Plan as may be demanded by the Developer within the time and in the manner specified therein:

Provided that if the Purchasers 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 Developer abiding by the construction milestones, the Purchaser/s shall make all payments, on demand by the Developer, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/demand draft or online payment (as applicable) in favour of "**GANGULY HOME SEARCH PVT. LTD**" payable at ICICI BANK, Branch-GARIA, KOLKATA- 47, A/C no.-034905003772, IFS Code- ICIC0000349.

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

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

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

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

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

## **5. TIME IS ESSENCE**

Time is of essence for the Developer as well as the Purchaser/s. The Developer shall abide by the time schedule for completing the project and handing over the Flat to the Purchaser/s and the common areas to the association of the Purchaser/s after receiving the completion certificate or both, as the case may be. Similarly, the Purchaser/s shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Developer as provided in Schedule C ("Payment Plan").

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

The Purchasers has seen the specifications of the Flat and accepted the Payment Plan, floor plans, layout plans [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Developer. The Developer shall develop

the Project in accordance with the said layout plans, floor plans and specifications. Subject to the terms in this Agreement, the Developer undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the Kolkata Municipal Corporation 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 Developer shall constitute a material breach of the Agreement.

#### **7. POSSESSION OF THE FLAT**

**Schedule for possession of the said Flat:** The Developer agrees and understands that timely delivery of possession of the Flat is the essence of the Agreement. The Developer, based on the approved plans and specifications, assures to hand over possession of the Flat by **30<sup>th</sup> Day of April, 2026** unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Purchaser/s agree/s that the Developer shall be entitled to the extension of time for delivery of possession of the Flat, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Purchaser/s agree/s and confirms that, in the event it becomes impossible for the Developer to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Developer shall refund to the Purchaser/s the entire amount received by the Developer from the allotment within 45 days from that date. After refund of the money paid by the Purchaser/s, Purchaser/s agrees that he/ she shall not have any rights, claims etc. against the Developer and that the Developer shall be released and discharged from all its obligations and liabilities under this Agreement.

**Procedure for taking possession** – The Developer, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the Flat, to the Purchaser/s in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Developer shall give possession of the Flat to the Purchaser/s. The Developer agrees and undertakes to indemnify the Purchaser/s in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Developer. The Purchaser/s agree(s) to pay the maintenance charges as determined by the Developer/association of Purchaser/s, as the case may be. The Developer on its behalf shall offer the possession to the Purchaser/s in writing within 30 days of receiving the completion certificate of the Project.

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

**Possession by the Purchaser/s** – After obtaining the occupancy certificate and handing over physical possession of the Flat to the Purchaser/s, it shall be the responsibility of the Developer to hand over the necessary documents and plans, including common areas, to the association of the Purchaser/s or the competent authority, as the case may be, as per the local laws.

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

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

**Compensation –**

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

Except for occurrence of a Force Majeure event, if the Developer fails to complete or is unable to give possession of the Flat (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Developer shall be liable, on demand to the Purchasers, in case the Purchaser/s 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 Flat, with interest at the rate specified in the Rules within 45 days including compensation in the manner as provided under the Act. Provided that where if the Purchaser/s do/does not intend to withdraw from the Project, the Developer shall pay the Purchaser/s interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the Flat.

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

The Developer hereby represents and warrants to the Purchasers as follows:

- (i) The [Developer] has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Developer has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project;
- (iv) There are no litigations pending before any Court of law with respect to the said Land, Project or the Flat;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Flats are valid and subsisting and have been obtained by following due process of law. Further, the Developer has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Flat and common areas;
- (vi) The Developer has the right to enter into this Agreement and has not committed or omitted to perform any actor thing, whereby the right, title and interest of the Purchaser/s created herein, may prejudicially be affected;
- (vii) The Developer has not entered into any agreement for sale and/or development agreement or any other agreement/ arrangement with any person or party with respect to the said Land, including the Project and the said Flat which will, in any manner, affect the rights of Purchaser/s under this Agreement;
- (viii) The Developer confirms that the Developer is not restricted in any manner whatsoever from selling the said Flat to the Purchasers in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Developer shall handover lawful, vacant, peaceful, physical possession of the Flat to the Purchaser/s and the common areas to the Association of the Purchaser/s;

- (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 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 Developer in respect of the said Land and/or the Project;
- (xiii) That the property is not Waqf property.

### **9. EVENTS OF DEFAULTS AND CONSEQUENCES**

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

- (i) Developer fails to provide ready to move in possession of the Flat to the Purchasers within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the Flat shall be in a habitable condition which is complete in all respects;
- (ii) Discontinuance of the Developer's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

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

- (i) Stop making further payments to Developer as demanded by the Developer. If the Purchasers stops making payments, the Developer shall correct the situation by completing the construction milestones and only there after the Purchaser/s be required to make the next payment without any penal interest; or
- (ii) The Purchasers shall have the option of terminating the Agreement in which case the Developer shall be liable to refund the entire money paid by the Purchasers under any head whatsoever towards the purchase of the Flat, along with interest at the rate specified in the Rules within forty-five days of receiving the termination notice: Provided that where an Purchasers does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the Developer, interest at the rate specified in the Rules, for every month of delay till the handing over of the possession of the Flat.

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

- (i) In case the Purchasers fails to make payments for two consecutive demands made by the Developer as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Purchasers shall be liable to pay interest to the Developer on the unpaid amount at the rate specified in the Rules.
- (ii) In case of Default by Purchasers under the condition listed above continues for a period beyond two consecutive months after notice from the Developer in this regard, the Developer shall cancel the allotment of the Flat in favour of the Purchasers and refund the amount money paid to him by the Purchasers by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

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

The Developer, on receipt of complete amount of the Price of the Flat under the Agreement from the Purchasers, shall execute a conveyance deed and convey the title of the Flat together with proportionate indivisible share in the Common Areas within 3 (three) months from the issuance of the occupancy certificate.

However, in case the Purchasers fail 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 Purchasers authorizes the Developer to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Developer is made by the Purchasers. The Purchasers 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 PROJECT**

The 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 the Purchasers. The cost of such maintenance has been included in the Total Price of the Flat.

#### **12. DEFECT LIABILITY**

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

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

The Purchasers hereby agrees to purchase the Flat 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 Purchasers (or the maintenance agency appointed by it and performance by the Purchasers of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of Purchasers from time to time.

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

The Developer / maintenance agency /association of 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 Purchasers agrees to permit the association of Purchaser/s and/or maintenance agency to enter into the [Flat/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 Basement and Service Areas:** The basement(s) and service areas, if any, as located within the project, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire- fighting pumps and equipment etc. and other permitted uses as per sanctioned plans. The Purchasers 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 Purchasers formed by the Purchasers for rendering maintenance services.

**16. GENERAL COMPLIANCE WITH RESPECT TO THE FLAT:** Subject to Clause 12 above, the Purchasers shall, after taking possession, be solely responsible to maintain the Flat 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 Flat, 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 Flat and keep the Flat, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenable 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 Purchasers 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 Purchasers 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 Purchasers shall not store any hazardous or combustible goods in the Flat or place any heavy material in the common passages or staircase of the Building. The Purchasers shall also not remove any wall, including the outer and load bearing wall of the Flat. The Purchasers shall plan and distribute its electrical load in conformity with the electrical systems installed by the Developer and thereafter the association of Purchasers and/or maintenance agency appointed by association of Purchasers. The Purchasers 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 PURCHASERS**

The Purchasers is entering into this Agreement for the allotment of a Flat with the full knowledge of all laws, rules, regulations, notification applicable to the Project in general and this project in particular. That the Purchasers 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 Flat, all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the Flat at his/ her own cost.

#### **18. ADDITIONAL CONSTRUCTIONS**

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

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

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

#### **20. APARTMENT OWNERSHIP ACT**

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

#### **21. BINDING EFFECT**

Forwarding this Agreement to the Purchasers by the Developer does not create a binding obligation on the part of the Developer or the Purchaser/s until, firstly, the Purchasers signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty)days from the date of receipt by the Purchaser/s and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Developer. If the Purchasers(s) fails to execute and deliver to the Developer this Agreement within 30(thirty) days from the date of its receipt by the Purchasers and/or appear before the Registrar/Sub-Registrar/ registrar of Assurance for its registration as and when intimated by the Developer, then

the Developer shall serve a notice to the Purchaser/s for rectifying the default, which if not rectified within 30(thirty) days from the date of its receipt by the Purchaser/s, application of the Purchasers shall be treated as cancelled and all sums deposited by the Purchasers in connection therewith including the booking amount shall be returned to the Purchasers 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 Flat, 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 PURCHASER(S) / SUBSEQUENT PURCHASER(S)**

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

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

The Developer may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Purchasers 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 Purchasers that exercise of discretion by the Developer in the case of one Purchasers shall not be construed to be a precedent and /or binding on the Developer to exercise such discretion in the case of other Purchaser/s. Failure on the part of the Developer to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

## **26. SEVERABILITY**

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case 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 Purchasers has to make any payment, in common with other Purchaser(s) in Project, the same shall be the proportion which the carpet area of the Flat bears to the total carpet area of all the Flats in the Project.

## **28. FURTHER ASSURANCES**

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

perfect any right to be created or transferred hereunder or pursuant to any such transaction.

### **29. PLACE OF EXECUTION**

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

### **30. NOTICES**

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

(Name of Purchasers)  
(Purchaser/s' Address)

M/S **GANGULY HOME SEARCH PRIVATE LIMITED** (Developer's name)  
167, Garia Station Road, P.O- Garia, P.S.-Narendrapur, Kolkata- 700084 (Developer's Address)

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

### **31. JOINT PURCHASERS**

That in case there are Joint Purchasers all communications shall be sent by the Developer to the Purchasers 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 Purchaser/s.

### **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.

### **SCHEDULE- "A" ABOVE REFERRED TO**

**ALL THAT** piece and parcel of the **Flat No- ----** situated on the **-----Floor**, measuring more or less **----** sq. ft. carpet area which is equivalent to **-----** sq. ft. super built up area along with **----- car parking space** measuring about **.....** sq. ft. in the basement of the said building complex named as **"4SIGHT EMINENCE"** constructed on the land total measuring an area of **26 (Twenty Six) Cottahs 15 (Fifteen) Chittak 29 (Twenty Nine ) Sq. ft.** be the same a little more or less in Mouza- Baishnabghata, J.L. No. 28, Dag No. 417, 418, 419, 423, Khatian No. 509, 510, 527, 537, **KMC Premises No. 139/1A, Raja**

**Subodh Chandra Mullick Road**, Assessee No. 21-100-08-0163-3, Police Station-Patuli formerly Jadavpur, Sub-Registry Office- Alipore under Ward No.- 100 of Kolkata Municipal Corporation, District – 24 Parganas (South), and the entire land is butted and bounded as follows :-

**ON THE NORTH** : By Raja S.C. Mullick Road;  
**ON THE SOUTH** : By 12' feet wide passage;  
**ON THE EAST** : By others land;  
**ON THE WEST** : By partly 12' feet wide passage;

**SCHEDULE –“B” ABOVE REFERRED TO**

ALL THAT the Flat No. ...., at the ..... Floor of Block- ..... measuring about ..... sq. ft. super built-up area and along with one covered car parking space measuring about ..... sq. ft. useable area at the ..... of the said B+G+11 storied building complex named as “4-Sight Eminence” together with the undivided proportionate share of land, which is more fully and particularly described in the Schedule- “A” written hereinabove;

**SCHEDULE-“C” ABOVE REFERRED TO**

PAYMENT SCHEDULE

On the date of signing of this Agreement for sale-20%	Rs.-----/-+ Applicable Taxes
On or before completion of Piling work -15%	Rs.-----/-+ Applicable Taxes
On or before completion of Foundation work-5%	Rs.-----/-+ Applicable Taxes
On or before completion of 1st floor casting-5%	Rs.-----/- + Applicable Taxes
On or before completion of 3 <sup>rd</sup> floor casting-5%	Rs.-----/- + Applicable Taxes
On or before completion of 5 <sup>th</sup> floor casting-5%	Rs.-----/- + Applicable Taxes
On or before completion of 7 <sup>th</sup> floor casting-5%	Rs.-----/-+ Applicable Taxes
On or before completion of 9 <sup>th</sup> floor casting-5%	Rs.-----/- + Applicable Taxes
On or before completion of 11 <sup>th</sup> floor casting-5%	Rs.-----/-+ Applicable Taxes
On or before completion of Brick-Work-10%	Rs.-----/-+ Applicable Taxes
On or before completion of Flooring work10%	Rs.-----/-+ Applicable Taxes
On or before completion of Doors and window fittings: 5%	Rs.-----/- + Applicable Taxes
On possession or registration (Whichever is earlier)5%	Rs.-----/- + Applicable Taxes
<b>TOTAL</b>	<b>Rs.-----/-</b>

In addition to the purchase consideration payable by the Purchasers to the Developer as stated hereinabove, the Purchasers shall also pay/deposit with the Developer / Maintenance Authority the following “**EXTRAS**” morefully set out hereunder:-

- Cost of electric transformer  
 DG set, common electric Meters Rs. .... /- + applicable tax  
 (100% to be paid on or before possession)



**SCHEDULE- "E" ABOVE REFERRED TO****(Specification)**

1. **NO. OF FLOORS** : B+ G+XI
2. **STEEL**: Steel used in the building to be of "ISI" mark reputed.
3. **CEMENT**: Cement used in the building to be premium quality.
4. **STRUCTURE**: RCC Frame structure.
5. **WALLS**: Conventional Brick/fly ash bricks/AAC Blocks
6. **Finish Interior-** Wall putty.  
**Exterior-** High quality water proof acrylic paint
7. **Flooring**  
Bedroom and Living Dining – vitrified tiles  
Kitchen –ceramic/ vitrified tiles  
Toilet - ceramic/ vitrified tiles  
Toilet walls – Glaze tiles up to lintel level.
8. **Kitchen**  
Granite platform  
Stainless still sink  
Dado tiles up to lintel level from cooking platform  
Electrical point for refrigerator, Aqua guard and Exhaust Fan  
Plumbing provision for cold water line
9. **Toilet**  
Sanitary ware of reputed brand  
CP fittings of standard make  
Electrical point for Geyser and Exhaust fan (in both bathrooms)  
Plumbing provision for Hot & Cold water line
10. **Doors & Windows**  
Decorative Main Door / Decorative flush door.  
Internal Door – Solid core flushed door / MDF Door  
Windows – anodized aluminum / UPVC sliding or open able window with no grills.
11. **Water Supply**: Water supply from KMC.
12. **Electrical**  
2 KW load.  
AC points in all bedrooms  
Cable TV and telephone points in Living/Dining and Master Bedroom  
Ample necessary electrical points with central MCB  
Door- bell point at the main entrance door  
Concealed copper wiring with modular switches
13. **Common Lighting**  
Overhead illumination for compound and street lighting  
Necessary illumination in all lobbies, staircases and common areas
14. **Common Facilities**  
Adequate capacity standby generator for common areas for services  
Standby generator with adequate load to apartments (at extra cost)  
Closed circuit TV at the ground floor level  
Intercom connectivity with security and flats security surveillance room  
One lift in each Block
15. **INTERCOM** : Intercom connection for each flat will be provided.
16. **TELEPHONE & T.V.**: Concealed connection to be provided in every flat.
17. **LIFT**: Lift of reputed make.
18. **OUTSIDE LIGHTING**: Adequate lighting arrangements with decorative fittings to be provided at the gate, pathway and around the building for security.

**IN WITNESS WHEREOF** parties hereinabove named have set their respective hands and signed this Agreement for Sale at Kolkata in the presence of attesting witness, signing as such on the day first above written.

**SIGNED AND DELIVERED BY THE WITHIN NAMED:**

Purchasers: (including joint buyers)

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

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

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

Please affix  
Photograph

**SIGNED AND DELIVERED BY THE WITHIN NAMED:**

Developer:

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

Name **SRI AMIT GANGULY**

Address 174, Garia Station Road, P.O. Garia,  
P.S. Sonarpur, Kolkata- 700084

Please affix  
Photograph

**WITNESSES:**

1. Signature \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

2. Signature \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_