

**ANNEXURE-A**

[See rule 9]

**AGREEMENT FOR SALE**

This Agreement for Sale (**Agreement**) executed on this ..... (Date) day of ..... (Month), 202\_\_

**By and Between**

**M/S SHIVAM INFRAREALTY PRIVATE LIMITED**, having CIN No. U70200WB2010PTC146007, a company incorporated under the provisions of the Companies Act, (1956/ 2013, as the case may be), and having its registered office at 74, Bentinck Street, Kolkata - 700001, having **PAN AAOCS2847L**, represented by its one of the Director **SRI GIRIRAJ LOHIA**, 7having **PAN ABNPL8979K**, Son of Sri Gopal Das Lohia, residing at 159, Jessore Road (North), P.S. - DumDum, Kolkata - 700074 and/or authorized signatory **SRI MRITYUNJAY BHARDWAJ** (Aadhar No. 9291-7567-6450) authorized vide board resolution dated **12/11/2019** hereinafter referred to as the "Promoter" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include, its successor(s)-in-interest, and permitted assigns).

**AND**

[If the allottee is a company]

..... (CIN No.....) a Company incorporated under the provisions of the Companies Act, (1956 or the Companies Act, 2013 as the case may be), having its registered office at ..... (PAN .....), represented by its authorized signatory (Aadhar No.....), duly authorized vide Board Resolution dated ....., hereinafter, referred to as the "Allottee(s)", (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor(s)-in-interest and permitted assigns).

**OR**

[If the allottee is a partnership firm]

M/s ..... a partnership firm, registered under the Indian Partnership Act, 1932, having its principle place of business at .....(PAN-.....), represented by its authorized partner....., (Aadhar No.....) duly authorized vide hereinafter referred to as the "Allottee", (which expression shall, unless repugnant to the context or meaning thereof he deemed to mean and include the partners or partner for the time being of the said firm, the survivor or

survivors of them and their heirs, executors and administrator of the last surviving partner and his/her/their assigns).

OR

[If the allottee is an individual]

Mr./Mrs./Ms..... (Aadhar No. ....) son/daughter/wife of, Mr..... aged about .... Years, residing at ..... , (PAN .....), hereinafter called the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest & permitted assignees).

OR

[If the allottee is HUF]

Mr. /Ms..... (AadharNo.....) Son/daughter/wife of..... Aged about..... Years for self and as the Karta of Hindu Joint Mitakshara Family known as HUF, having its place of business/ residence at.....(PAN-.....), (hereinafter referred to as, "Allottee(s)", (which expression shall, unless repugnant to the context or meaning thereof be deemed to mean the members or member for the time being of the said HUF, and their respective heirs, executors, administrators permitted assigns).

(Details of other allottees to be inserted, in case of more than one allottee)

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

**WHEREAS -**

A. The Promoter is the absolute and lawful of **ALL THAT** piece and parcel of land measuring an area of **18 (EIGHTEEN) COTTAHS**, be the same a little more or less, comprising in Sabek Dag Nos. 213, 215, 216, 214, 219, corresponding to R.S. Dag Nos. 166, 167, 168, 169, 171, under Sabek Khatian Nos. 38, 884, 152/2, corresponding to R.S. Khatian Nos. 237, 44, 48, lying and situated at **MOUZA - SHYAMNAGAR**, (Old Krishnapur) J.L. No. 32/20 (Sabek 17), Re.Su. No. 180, Touzi No. 228 and 229, within the jurisdiction of the South Dum Dum Municipality, under Ward No. 21, being Holding No. 16, Jessore Road, (Old Holding No. 307), P.S. - DumDum, A.D.S.R.O. Cossipore DumDum, District - North 24 Parganas ("Said Land") vide sale deed(s) dated **17/03/2017** Registered at the office of the **Additional District Sub-Registrar, Cossipore DumDum** and recorded in in Book No. I, Volume No. 1506-2017, Pages from 55798 to 55847, being Deed No. 150601879 for the year 2017.

B. The said land is earmarked for the purpose of building of a residential project, comprising one multistoried apartment/ building and the said project shall be known as **MAHABIRA ENCLAVE**.

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

D. The **South DumDum Municipality** has granted the commencement certificate to develop the proposed Project vide its approval bearing no. **322/2018-2019** dated **30/09/2019** renewed upto **30/09/2024**.

E. The promoter has obtained the final layout plan, sanctioned plan, specification and approvals for the project and also for the apartment, plot or building, as the case may be from **South DumDum Municipality**. The promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with Section 14 of the Act and other laws as applicable.

F. The Promoter has been registered the project under the provisions of the Act with the **Real Estate Regulatory Authority** at \_\_\_\_\_ No. \_\_\_\_\_ on \_\_\_\_\_ under registration no. \_\_\_\_\_

G. The Allottee had applied for an apartment in the Project vides application no. \_\_\_\_\_ Dated \_\_\_\_\_ And has been allotted apartment no. \_\_\_\_\_ Having carpet area of \_\_\_\_\_ Square feet, type \_\_\_\_\_ on \_\_\_\_\_ Floor in the said building along with garage/covered parking no. \_\_\_\_\_ admeasuring \_\_\_\_\_ Square feet in the \_\_\_\_\_ [Please insert the location of the garage/covered parking], as permissible under the applicable law and of pro rata share in the common areas ("Common Area") as defied under clause (m) of section 2 of the Act (hereinafter referred to as the "Apartment" more particularly described in Schedule-A and the floor plan or the apartment is annexed hereto and marked as Schedule-B);

H. The Parties have gone through all the terms & conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.

I. [Please enter any additional disclosures/details];

J. The Parties hereby confirm that they are signing this Agreement with full knowledge of the all laws, rules, regulations, notifications etc. applicable to the Project.

K. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations

contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

L. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the [Apartment/Plot] and the garage/covered parking (if applicable) as specified in Para G.

**NOW THEREFORE, in consideration of the mutual representation, covenants, assurances, promises and agreement contained herein and other good and valuable consideration, the parties agree as follows:**

**1. TERMS :**

1.1 Subject to the terms & conditions as detailed in this Agreement, the Promoter hereby agrees to sell to the Allottee(s) and the Allottee(s) hereby agrees to purchase the [Apartment / Plot] as specified in Paragraph "H"

1.2 The Total Price for the [Apartment/ Plot] based on the carpet area is Rs. (in words Rupees \_\_\_\_\_ only) ("**Total Price**") (Give break-up and description):-

Block/Building/ Tower No.....

Apartment no. ...

Type.....

Floor.....

Rate of Apartment per Square feet

Total Price (in Rupees)

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

(AND) (if/as applicable)

Garage/ covered parking-1      Price for 1 (in Rs.)

Garage/ covered parking-2      Price for 2(in Rs.)

Total price (in Rupees)

**Explanation:**

(i) The Total Price above includes the booking amount paid by the allottee to the Promoter towards the [Apartment / Plot.]

(ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, G.S.T.

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 Promoter), upto the date of the 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(s) to the Promoter shall be increased/ reduced based on such change/ modification.

(iii) The Promoter shall periodically intimate to the Allottee(s), the amount payable as stated in (i) above and the Allottee(s) shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the Promoter shall provide to the Allottee(s) the details of the taxes paid or demanded along with the Acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;

(iv) The Total Price of Apartment/ Plot includes : 1) Prorata share in the Common Areas and 2) \_\_\_\_\_ Garage(s)/closed car parking(s) as provided in the agreement.

1.3 The Total Price is escalation free, save and except increases which the Allottee(s) 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(s) for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/ order/ rules/ regulations to that effect along with the demand letter being issued to the Allottee(s), which shall only be applicable on subsequent payments:

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

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

1.6 It is agreed that the Promoter shall not make any addition and alteration in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of the Apartment/ Plot or building, as the case may be, without the previous written consent of the Allottee(s).

Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee(s), or such minor changes or alterations as per the provisions of the Act.

1.7 (Applicable in case of Apartment) The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the charges, if any in the carpet area. The Total Price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area within the defined limit, then the Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to the Allottee, the Promoter shall demand that from the Allottee 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.

1.8 Subject to Clause 9.3 the Promoter agreed and acknowledges, the Allottee shall have the right to the Apartment/ Plot as mentioned below :

- (i) The Allottee(s) shall have exclusive ownership of the Apartment/ Plot;
- (ii) The Allottee(s) shall also have undivided proportionate share in the common areas. Since the share/ interest of Allottee(s) in the common areas is undivided and cannot be divided or separated, the Allottee(s) shall use the common areas, along with other occupants and maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall handover the common areas to the association of allottees after duly obtaining the completion certificate from the competent authority as provided in the Act;
- (iii) That the computation of the price of the Apartment/ Plot 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 fire fighting equipment in the common area etc. and includes cost for providing all other facilities, as provided within the Project;

1.9 It is made clear by the Promoter and the Allottee agrees that the Apartment/ Plot 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 accept for the

purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottee(s) of the Project.

It is understood by the Allottee that all other areas and i.e., areas and facilities falling outside the Project, namely **MAHAVIRA** 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.

1.10 The Promoter agrees to pay all outgoings before transferring the physical possession of the Apartment to the Allottee(s) which it has collected from the Allottee(s), for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottee(s) or any liability, mortgage loan and interest thereon before transferring the Apartment to the Allottee(s), the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings/ dues 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 therefore by such authority or person.

1.11 The Allottee has paid a some of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) as booking amount being part payment towards the Total Price of the [Apartment/ Plot] at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the [Apartment/ Plot] as prescribed in the payment plan as may be demanded by the Promoter within the time and manner specified therein.

Provided that if the Allottee(s) delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules.

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

Subject to the terms of the agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the payment plan [through account payee cheque / demand draft/ banker's cheque or online payment (as applicable) in favour of **M/S SHIVAM INFRA REALTY (P) LTD.** payable at Kolkata.

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

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

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

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

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

#### **5. TIME IS ESSENCE :**

The Time is of essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the [Apartment/Plot] to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate\* or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely



payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in Schedule C ("Payment Plan").

## **6. CONSTRUCTION OF THE PROJECT/APARTMENT :**

The Allottee has seen the specifications of the Apartment/ Plot and accepted the payment plan, floor plan, layout plan [annexed along with this agreement] which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent authorities and shall also strictly abide by the bye-laws, FAR, and density norms and provisions prescribed by the \_\_\_\_\_ (Please insert 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 this Agreement.

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

**7.1 Schedule for possession of the said [Apartment / Plot]** – The Promoter agrees and understands that timely delivery of possession of the [Apartment/ Plot] is the essence of the Agreement. The Promoter based on the approved plans and specifications, assures to handover possession of the [Apartment/ Plot] on \_\_\_\_\_ unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature effecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the [Apartment/ Plot].

Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee(s) agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee(s) the entire amount received by the Promoter from the Allotment within 45 days from that date. After refund of the money paid by the Allottee, the Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoter and the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

**7.2 Procedure for taking possession :** The Promoter, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the [Apartment/ Plot], to the Allottee(s) in terms of this Agreement to be taken within 03 (Three) months from the date of issue of such notice and the Promoter shall give possession of the [Apartment/ Plot] to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee(s) in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee(s), agree(s) to pay the maintenance charges as determined by the Promoter/ Association of Allottees, as the case may be. The Promoter on its behalf shall offer the possession of the Allottee in writing within \_\_\_\_\_ days of receiving the occupancy certificate of the project.

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

**7.4 Possession by the Allottee :** After obtaining the occupancy certificate\* and handing over physical possession of the [Apartment/ Plot] to the Allottee(s), it shall be the responsibility of the Promoter to handover the necessary documents and plan, including common areas to the Association of allottees or the competent authority, as the case may be, as per the local laws:

**7.5 Cancellation by Allottee :** The Allottee(s) shall have the right to cancel/withdraw his allotment in the Project as provided in the Act.

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

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

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

#### **8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER :**

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

(i) The Promoter has absolute, clear and marketable title with respect to the said Land and the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;

(ii) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Project;

(iii) There are no encumbrances upon the said Land or the Project; (In case there are any encumbrances provide details of such encumbrances including any rights, title, interest and name of party in or over such land)

(iv) There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the [Apartment/Plot];

(v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and [Apartment/Plot] are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and [Apartment/plot] and common areas;

(vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee(s) created herein, may prejudicially be affected;

(vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the

said [Apartment/Plot] which will, in any manner, affect the rights of Allottee(s) under this Agreement;

(viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [Apartment/Plot] to the Allottee(s) in the manner contemplated in this Agreement;

(ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the [Apartment/Plot] to the Allottee(s) and the common areas to the association of allottees or the competent authority, as the case may be;

(x) The Schedule Property is not the subject matters of any HUF and that no part thereof is owned by any minor and /or no minor has any right, title and claim over the Schedule Property;

(xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent authorities till the completion certificate has been issued and possession of the Apartment/ Plot along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee and the Association of allottees or the competent authority, as the case may be;

(xii) No notice from the Government or any other local body or authority or any legislative enactment, government order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project.

(xiii) That the property is not Waqf property.

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

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

(i) Promoter fails to provide ready to move in possession of the [Apartment /Flat] to the Allottee(s) 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.

9.2 In case of default by the Promoter under the conditions listed above, Allottee(s) is entitled to the following:-

(i) Stop making further payments to the Promoter as demanded by the Promoter. If the Allottee(s) stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee(s) be required to make the next payment without any penal interest; or

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

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

9.3 The Allottee(s) shall be considered under a condition of default, on the occurrence of the following events:

(i) In case the Allottee(s) 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(s) shall be liable to pay interest to the Promoter on the unpaid amount at the rate prescribed in the Rules.

(ii) In case of default by Allottee under the conditions listed above continues for a period beyond \_\_\_\_\_ consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the [Apartment/ Plot] in favour of the Allottee(s) and refund the money paid to him by the Allottee(s) by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated :

#### **10. CONVEYANCE OF THE SAID APARTMENT/ PLOT :**

The Promoter, on receipt of complete amount of the Price of the [Apartment/ Plot] under the Agreement from the Allottee shall execute a conveyance deed and convey the title of the [Apartment/ Plot] together with proportionate indivisible share in common areas within 3 (three) months from the date of issuance of the occupancy certificate.

However, in case the Allottee fails to deposit the stamp duty, registration charges and all other incidental and legalexpenses etc. so demanded within the period mentioned in the demand letter, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Promoter is made by the Allottee. The Allottee shall

be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/penalties imposed by the competent authority(ies).

#### **11. MAINTENANCE OF THE SAID BUILDING/ APARTMENT/ PROJECT**

The Promoter shall be responsible for providing and maintaining the essential services in the Project, till the taking over of the maintenance of the Project by the Association of allottees upon the issuance of the completion certificate of the Project. The cost of such maintenance has been included in the Total Price of the [Apartment/ Plot].

[Insert any other clauses in relation to maintenance of project, infrastructure and equipment]

#### **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 this Agreement relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the allottee from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within thirty days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee(s) shall be entitled to receive appropriate compensation in the manner as provided under the Act.

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

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

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

The Promoter/ maintenance agency/Association of allottees shall have rights of unrestricted access of all common areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Allottee(s) agrees to permit the Association of allottees and/or maintenance agency to enter into the [Apartment/ Plot] or any. Part thereof, after due notice

and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

#### **15. USAGE :**

15.1 Use of Basement(s) and service areas :- The basement(s) and service areas, if any, as located within the **MAHAVIRA** (Project name), shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee(s) 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 used by the Association of allottees for rendering maintenance services.

15.2 If the Developer shall establish any hoardings, advertise stand etc. on the top floor of the proposed building, on that event the Purchaser/s herein shall have no objection in that regard.

15.3 If the Developer shall submit any revised plan for the proposed project and for that the area of any unit shall increase and/or decrease, on that event the Purchaser/s herein shall agree with the said alteration and shall have no right to make and/or create objection, in any manner whatsoever.

#### **16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT :**

16.1 Subject to Clause 12 above, the Allottee(s) shall, after taking possession, be solely responsible to maintain the said [Apartment/ Plot] at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the said building [Apartment/ Plot], or the staircases, lifts, common passages, corridors, circulation areas, atrium or compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the said Apartment/ Plot, and keep the said Apartment/ Plot,, its walls and partitions, sewers, drains, pipes 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.

16.2 The Allottee further undertakes, assures and grantees that he/ she would not put any sign-board/ name-plate, neon light, publicity material or advertisement material etc. on the façade of the building or anywhere on the exterior of the Project, building therein or common areas. The Allottee also not change the color scheme of outer wall or painting of the exterior side of windows or carry out any change in the exterior elevation or design. Further

the Allottee shall store any hazardous or combustible goods in the [Apartment/ Plot] or place any heavy material in the common passages or staircase of the building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the [Apartment/ Plot].

16.3 The Allottee shall plan and distribute its electric load in conformity with the electric systems installed by the Promoter and thereafter the Association of allottees and/or maintenance agency appointed by the association of allottees. The Allottee shall be responsive for any loss or damages arising out of breach of any of the aforesaid conditions.

**17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE :**

The Allottee is entering into this Agreement for the allotment of a [Apartment/ Plot] with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular. That the Allottee hereby undertakes that he/she shall comply with and carry out, from time to time after he/she has taken over for occupation and use the said [Apartment/Plot], all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the [Apartment/Plot] 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 anywhere in the Project after the building plan, layout plans sanction plan and specifications, amenities and facilities has been approved by the competent authorities and disclosed, except for as provided in the Act.

**19. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE :**

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

**20. APARTMENT OWNERSHIP ACT :**

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

**21. BINDING EFFECT :**



Forwarding this Agreement to the Allottee(s) by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee(s) until, firstly, the Allottee(s) signs and delivers this Agreement with all the Schedules along with the payments due as stipulated in this payment plan within 30 (thirty) days from the date of receipt by the Allottee(s) and secondly, appears for registration of the same before the concerned **Additional District Sub-Registrar, Cossipore DumDum** and/or **District Sub-Registrar, North 24 Parganas** and/or **A.R.A. Kolkata** 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(s) and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee(s) for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee(s), application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee(s) in connection therewith including the booking amount shall be returned to the Allottee(s) 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 Apartment/ Plot/ Building, as the case may be.

## **23. RIGHT TO AMEND :**

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

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

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

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

25.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as said out in this Agreement waive the breach by the Allottee in not making payments as per the payment plan including waving the payment of interest for delayed payment. It is made clear and so agreed

by the Allottee that exercise of discretion by the Promoter in the case of one allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other allottees.

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

**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 the Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and 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(s) has to make any payment, in common with other allottee(s) in the Project, the same shall be the proportion which the carpet area of the [Apartment/ Plot] bears to the total carpet area of all the [Apartments/Plots] in the Project.

**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 completed only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in \_\_\_\_\_ after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at

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**30. NOTICES :**

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

\_\_\_\_\_ [Name of Allottee]

\_\_\_\_\_ [Address of Allottee]

**M/S SHIVAM INFRA REALTY PVT. LTD** (Promoter's name)

74, Bentinck Street, Kolkata - 700001

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

### **31. JOINT ALLOTTEES :**

That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottee(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 Act and the Rules and Regulations made thereunder including other applicable laws of India for the time being in force.

### **33. DISPUTE RESOLUTION :**

All or any dispute 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 discussions, failing which the same shall be settled through the Adjudication Officer appointed under the Act.

[The other terms and conditions are as per the contractual understanding between the parties; however, the addition alteration and conditions are not interogation of or in consistent with the terms and conditions setout 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 **Kolkata** (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:**

Please affix photographs and sign across the photograph  
Allottee: (including joint buyers)

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

Name \_\_\_\_\_

Address \_\_\_\_\_

Please affix photographs and sign across the photograph

(2) Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

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

Please affix photographs and sign across the photograph Promoter

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

Name \_\_\_\_\_

Address \_\_\_\_\_

At \_\_\_\_\_ on \_\_\_\_\_ in the presence of

WITNESSES :

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

Name \_\_\_\_\_

Address \_\_\_\_\_

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

Name \_\_\_\_\_

Address \_\_\_\_\_

**:: THE SCHEDULE "A" ::**

(Description of the Plot)

**ALL THAT** piece and parcel of Bastu land measuring an area of **18 (EIGHTEEN) COTTAHS**, be the same a little more or less, comprising in Sabek Dag Nos. 213, 215, 216, 214, 219, corresponding to R.S. Dag Nos. 166, 167, 168, 169, 171, under Sabek Khatian Nos. 38, 884, 152/2, corresponding to R.S. Khatian Nos. 237, 44, 48, lying and situated at **MOUZA - SHYAMNAGAR**, (Old Krishnapur) J.L. No. 32/20 (Sabek 17), Re.Su. No. 180, Touzi No. 228 and 229, within the jurisdiction of the South Dum Dum Municipality, under Ward No. 21, being Holding No. **16, Cal Jessore Road, (Old Holding No. 307)**, P.S. - DumDum, A.D.S.R.O. Cossipore DumDum, District - North 24 Parganas, alongwith proposed G+9 storied building namely **MAHABIRA**.

**BUTTED AND BOUNDED BY**

- On the North : Others property.  
On the South : 19'-0" wide Municipal Road.  
On the East : Parimal Kumar Ghosh.  
On the West: Others Property.

**SCHEDULE-'B' - FLOOR PLAN OF THE APARTMENT**

**:: THE SCHEDULE "C" ::**

(Payment Plan)

**PART = I**

<b><u>Sl.</u></b>	<b><u>Particulars</u></b>	<b><u>Flat/Parking</u></b>
1.	Booking amount	min 5L or max 10L
2.	Within 15 days of Booking/Execution of Sale Agreement (including Booking Amount)	20%
3.	On completion of Pilling	10%
4.	On completion of Foundation	10%
5.	On completion of first floor roof casting	10%
6.	On completion of second floor roof casting	5%

7.	On completion of third floor roof casting	5%
8.	On completion of fourth floor roof casting	5%
9.	On completion of Fifth floor roof casting	5%
10.	On completion of Sixth floor roof casting	5%
11.	On completion of Seventh floor roof casting	5%
12.	On completion of Eighth floor roof casting	5%
13.	On completion of Ninth floor roof casting	10%
14.	At the time of registration of Sale Deed	5%

## **PART = II**

### **(EXTRAS AND DEPOSITS)**

1. G.S.T. and any other statutory charges or demand from the Government Authorities for Proportionately providing Electrical Power, energy meters, water connections, sewerages and drainage connection.

2. Betterment fees, development charges, Works Contract Tax, GST and other levies duties and statutory liabilities present or future that may be charged on the land or the Unit or its transfer or construction or on maintenance etc. in terms hereof partially or wholly, as the case may be.

#### **3. UTILITY CHARGES + GST as applicable**

Transformer/ Generator Charges on possession **Rs. \_\_\_\_ to \_\_\_\_\_ per Sq.ft.**

#### **4. ANCILLARY EXPENSES + GST as applicable**

Legal & Documentation Charges : as actual.

5. **ADDITIONAL (All mandatory payable on or before possession as per demand)** Maintenance Deposits (for one years maintenance) : Rs. \_\_\_\_ per Sq.ft + GST as applicable.

6. **OTHER IMPORTANT TERMS & CONDITIONS** : Payments shall be made within 15 days of due date. Otherwise shall be charged as per Rules of S.B.I. Prime Lending Rate + 2% p.a. as per RERA Rules and Act (as amended time to time)

7. If the Allottee due to his/her/their own problem, shall intend to cancell the allotment of the Unit of the proposed building, on that event the Developer shall have every right to forfeit the booking amount.

8. All payments (A/C payee Cheque or DD) and Application forms, duly completed in all respects, shall be submitted to the Developer.

9. Deposits for individual Electric meters : On actual

10. Stamp Duty and Registration : On actual

**:: THE SCHEDULE "D" ::**

## **PART = I (COMMON PARTS AND PORTIONS)**

1. The foundation, columns, shears walls, beams, support, corridors, lobbies, stairs, stairways, Lift, landings, entrances, exits and pathways.
2. Drains and sewers from the premises to the Municipal Duct.
3. Water sewerage and drainage connection pipes from the Units to drains and sewers common to the premises.
4. Community Hall, Gymnasium.
5. Toilets and Bathrooms for use of Durwans, Maintenance staff of the Premises.
6. The Durwans and Maintenance Staff Rest Rooms with Electrical wiring, Switches and points fittings and Fixtures.
7. Boundary Walls including outer side of the walls of the New Building and Main Gates.
8. Water pump and motor with installation and Room thereof.
9. Bore well, Tube Well Water Pump, Overhead Tanks and Underground Water Reservoirs, Water Pipes and other common plumbing installations and spaces required thereto.
10. D.G, transformer electrical wiring meters, common DB, electrical panels, fitting and fixtures for lighting the staircase, Lift, lobby and other common areas.

## **PART = II (SPECIFICATION)**

**FOUNDATION** : Re-enforced concrete structure

**WALL FINISH**

**Interior** - Conventional brickwork with Putty and Plaster of Paris.

**Exterior** - Coloir Paint

**FLOORING** : Living / Dining & All Bedrooms - Vitrified Tiles

**KITCHEN Flooring** - Tiles. Granite platform. Stainless Steel sink. Tiles upto 2 ft. above the cooking platform. Electrical points for refrigerator, water purifier & exhaust fan. Provision for exhaust cutout.

**TOILET Flooring** - Tiles **Walls** - Tiles on the walls upto door height. Indian Pan or Commode, CP fittings. Electrical points for geyser & exhaust fan. Plumbing provision for hot / cold water line.

**DOORS & WINDOWS Door** Frame - Made of seasoned and treated wood **Main Door**- Laminated door with handles and eye piece **Internal Doors** - Flushed Doors **Windows** - Fully glazed sliding anodized aluminum windows **with MS Grill**

**ELECTRICALS** : AC point in Master bedroom and necessary electric points inside the Unit. Cable TV in Living/ Dining, Concealed copper wiring with Central MCB. Door bell point the main entrance door.

COMMON LIGHTING : Overhead illumination for compound and steel lighting necessary illumination in all lobbies, stair & common areas.

LIFTS, STAIRS & LOBBIES : Lift of 4 person capacity. Stair & Floor Lobbies : Marble or tiles. Entrance Ground Floor lobby of marble and/or Tiles.

WATER SUPPLY : 24 hours water supply via over-head tank.

Except above work if any extra works done by the Developer, the Flat Owners will pay extra payments for those works as per market rate in favour of the Developer.

### **PART - III**

#### **(COMMON EXPENSES / MAINTENANCE CHARGES)**

1. **Common Utilities** : All charges and deposits for supply, operation and maintenance of common utilities.

2. **Electricity**: All charges for the electricity consumed for the operation of the common machinery and equipment of the Said apartment.

3. **Association**: Establishment and all other capital and operational expenses of the Association.

4. **Litigation** : All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Portions.

5. **Maintenances** : All costs for maintaining, operating, replacing, repairing, white washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the Common Portions [including the exterior or interior (but not inside any Unit) walls of the Said Apartment.

6. **Operational** : All expenses for running and operating all machinery, equipments and installations comprised in the Common Portions, including lift, generator set, change over switch, pump and other common installations including their licenses fees, taxes and other levies (if any) and expenses ancillary and incidental thereto and the lights of the Common Portions.

7. **Rates and Taxes** : Tax, Surcharge, Water Tax and other levies in respect of the Said apartment

8. **Staff** : The salaries of and all other expenses on the staff to be employed for the common purposes, viz. manager, caretaker, clerk, security personnel, liftman, sweeper, plumber, electrician etc including their perquisites bonus and other emoluments and benefits.

**SCHEDULE-'A' - DESCRIPTION OF THE [APARTMENT/PLOT] AND TILE GARAGE/COVERED PARKING (IF APPLICABLE) ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS**



**SCHEDULE-'B' - FLOOR PLAN OF THE APARTMENT**

**SCHEDULE- 'C' - PAYMENT PLAN**

**SCHEDULE- 'D' - SEPECIFICATIONS, AMENITIES, FACILITIES  
(WHICH ARE PART OF THE APARTMENT/ PLOT)**

**SCHEDULE- 'E' - SEPECIFICATIONS, AMENITIES, FACILITIES  
(WHICH ARE PART OF THE PROJECT)**

(The Schedules to this Agreement for sale shall be as agreed to between the Parties)

\*or such other certificate by whatever name called issued by tire competent authority.