AGREEMENT FOR SALE	1 6	2024
This Agreement for Sale ("Agreement") executed on this	day oi,	2024.
By and Between		

SARDAR REALITIES PRIVATE LIMITED (CIN no. U74999WB2017PTC220107), a company incorporated under the provisions of the Companies Act, 2013, having its registered office and corporate office at 154, Lenin Sarani, 6th floor, Post Office-Dharamtalla & Police Station-Bowbazar, Kolkata 700 013, West Bengal, represented by its authorized signatory ALI ASGAR SARDAR (PAN# ALQPS7767K, AADHAAR# 714114177044, MOBILE# 7605891015), son of Late Murad Ali Sardar, by faith Islam, by Nationality Indian, by occupation Business, residing at 12/3, Kazi Para Lane, Sibpur, Post Office- Sibpur, Police Station- Sibpur, Howrah-711102, authorized vide board resolution dated 10/08/2023 hereinafter referred to as the "OWNER / PROMOTER" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees) of the "FIRST PART".

AND

Mr./Ms			,(PAN#		,AADHAAR#_					
	,МОВ	ILE#),son		/		daught		
of		, a	ged about	,	by	faith_		,	by	
Nationality	Indian,	by	occupatio	n	,		residing		at	
			, here	einafter ca	alled	the	"ALLO]	TEE	C /	
PURCHASEF	R" (which expr	ession s	hall unless rej	pugnant to t	the co	ntext	or meaning	g thei	reof	
be deemed to	mean and in	clude h	is/her heirs,	executors,	admii	nistrate	ors, succe	ssors	-in-	
interest and pe	ermitted assign	ees).								

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

WHEREAS:

- A) The abovenamed Owner/Promoter Sardar Realities Private Limited is the absolute and lawful owner of the plot of land measuring about Bastu Land measuring of 10.5 Satak/Decimal equivalent to 6(Six) Cottah 6(Six) Chittack equivalent to 425 sq. mtr. more or less Together With a pucca residential R.T. Shed/structure having a covered area about 200 Sq.ft. more or less lying and situate at Holding No. 560 (New), 486 (Old) Anandamayeetala, Khalishani Bose Para Road, Ward No. 14 within the limits of the Chandannagar Municipal Corporation, comprised in J. L. No. 01, Tauji No. 165, R.S. Dag No. 243 corresponding to L.R. Dag No. 406, R.S. Khatian No. 125 corresponding to L.R. Khatian No.004, Sheet No. 16, Mouza, D.R. Office, A.D.S.R. Office, Police Station & Municipal Corporation, all at Chandannagar in the District of Hooghly, West Bengal Together With all title, benefits, easement, authorities, claims, demands, usufructs, tangible and intangible rights of whatsoever or howsoever nature of the Vendor in the Said Land and appurtenances and inheritances for access and user thereof, free from all encumbrances (hereinafter referred to as the "Said land").
- B) AND WHEREAS abovenamed Owner/Promoter Sardar Realities Private Limited had purchased the above mentioned Bastu Land measuring of 10.5 Satak/Decimal equivalent to 6(Six) Cottah 6(Six) Chittack equivalent to 425 sq. mtr. more or less Together With a pucca residential R.T. Shed/structure having a covered area

about **200 Sq.ft.** more or less from Sri Ajoy Dasgupta by virtue of a Registered Deed of Sale dated 27/10/2021 registered at the office of the District Sub-Registrar – II of Hooghly, West Bengal, registered in Book – I, Volume no. 0602-2021, Page from 221302 to 221343 being no. 060206700 for the year 2021.

- C) The Said Land is earmarked for the purpose of building a Residential building and the said project shall be known as "SWAPNA NILAY".
- D) The Owner/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.
- E) The Chandannagore Municipal Corporation has granted permission certificate to develop the above mentioned Project vide approval dated 3 1 / 0 8 / 2 0 2 3 bearing no SWS-OBPAS/1806/2023/0453.
- F) The Owner/Promoter has obtained the final layout plan approvals for the Project from Chandannagore Municipal Corporation. The Promoter agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with section 14 of the Act and other laws as applicable.

G)	The Owner/Promoter has registered the Project under the provisions of the Act with the West Bengal Real Estate Regulatory Authority under project registration												
	nodated												
H)	The Allottee/Purchaser had applied for an apartment in the Project vide application												
	no dated and has been allotted apartment												
	no having carpet area of square feet, type, on												
	floor in "Swapna Nilay" Building and parking as as permissible under the												
	applicable law and of pro rata share in the common areas ("Common Areas") as												
	defined under clause (n) of Section 2 of the Act (hereinafter referred to as the												
	"Apartment" more particularly described in Schedule A and the floor plan of the												
	apartment is annexed hereto and marked as Schedule B).												

- I) The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- J) The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project.
- K) The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing 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 Owner/Promoter hereby agrees to sell and the Allottee/Purchaser hereby agrees to purchase the Schedule 'B' Property.

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

1. TERMS:

Subject	to	the	terms	and	conditions	as de	etailed	l in 1	this Agree	ment,	the	Owner/	Promot	er
agrees	to	sell	to th	ne A	llottee/Purc	haser	and	the	Allottee/F	Purchas	ser	hereby	agrees	to
purchase the Flat and parking as specified in paragraph H;														

The 7	Γotal	Price	for	the	Flat	and	parking	based	on	the	carpet	area	is
Rs				(Rup	ees)
only ("	Total	Price")		_									
Block	/Buildi	ng/Towe	er no		Rate of Apartment per square feet*								
Aparti	ment n	o											
Type													
Floor													

[AND] [if/as applicable]

Parking - 1	Price for 1
Parking - 2	Price for 2

Explanation:

- i) The Total Price above includes the booking amount paid by the Allottee/Purchaser to the Owner/Promoter towards the Flat and parking.
- ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Owner/Promoter by way of GST or any other taxes, 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 Owner/Promoter) up to the date of handing over the possession of the Flat and parking:

Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the Allottee/Purchaser to the Owner/Promoter shall be increased/reduced based on such change / modification.

iii)The Owner/Promoter shall periodically intimate to the Allottee/Purchaser, the

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

amount payable as stated in (i) above and the Allottee/Purchaser shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the Owner/Promoter shall provide to the Allottee/Purchaser 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 and parking includes: 1) pro rata share in the Common Areas; and 2) Flat and parking as provided in the Agreement.

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

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

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

The Owner/Promoter shall confirm the final carpet area that has been allotted to the Allottee/Purchaser 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 Owner/Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee/Purchaser within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee/Purchaser. If there is any increase in the carpet area allotted to Allottee/Purchaser, the Owner/Promoter shall demand that from the Allottee/Purchaser as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this Agreement.

Subject to Clause 9.3 the Owner/Promoter agrees and acknowledges, the Allottee/Purchaser shall have the right to the Flat and parking as mentioned below:

- i) The Allottee/Purchaser shall have exclusive ownership of the Flat and parking.
- ii) The Allottee/Purchaser shall also have undivided proportionate share in the Common Areas. Since the share / interest of Allottee/Purchaser in the Common Areas is undivided and cannot be divided or separated, the Allottee/Purchaser shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottee/Purchaser to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the Owner/Promoter shall convey undivided proportionate title in the common areas to the association of Allottees/Purchasers as provided in the Act.
- iii) That the computation of the price of the Flat and parking includes recovery of price of land, construction of [not only the Flat and parking 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 Owner/Promoter and the Allottee agrees that the Flat and parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee/Purchaser. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottee(s) of the Project.

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

The Owner/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 Owner/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 Owner/Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.

The	Allottee/Purchaser	has	paid	a	sum	of	Rs_	/- (Rupees
) only as booking amount
being	g part payment toward	ls the	Total 1	Pric	e of th	e Fla	at and	d parking at the time of application
the re	eceipt of which the P	romo	ter her	eby	ackno	wle	dges	and the Allottee/Purchaser hereby
agree	es to pay the remainin	g pri	e of th	ne I	Flat an	d par	king	as prescribed in the Payment Plan

as may be demanded by the Promoter within the time and in the manner specified therein.

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

2. MODE OF PAYMENT

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

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES

The Allottee/Purchaser, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and 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 Owner/Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee/Purchaser understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she 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 Owner/Promoter accepts no responsibility in this regard. The Allottee/Purchaser shall keep the Owner/Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee/Purchaser subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee/Purchaser to intimate the same in writing to the Owner/Promoter immediately and comply with necessary formalities if any under the applicable laws. The Owner/Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee/Purchaser and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Owner/Promoter shall be issuing the payment receipts in favour of the Allottee/Purchaser only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS

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

5. TIME IS ESSENCE

Time is of essence for the Owner/Promoter as well as the Allottee/Purchaser. The Promoter shall abide by the time schedule for completing the project and handing over the Flat and parking to the Allottee/Purchaser 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/Purchaser 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 Owner/Promoter as provided in Schedule 'C' ("Payment Plan").

6. CONSTRUCTION OF THE PROJECT/FLAT AND PARKING

The Allottee/Purchaser has seen the specifications of the Flat and parking and accepted the Payment Plan, floor plans, layout plans which has been approved by the competent authority, as represented by the Owner/Promoter. The Owner/Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications. Subject to the terms in this Agreement, the Owner/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 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 Owner/Promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE FLAT AND PARKING

Schedule for possession of the said Flat and parking: The Owner/Promoter agrees and understands that timely delivery of possession of the Flat and parking is the essence of the Agreement. The Owner/Promoter, based on the approved plans and specifications, assures to hand over possession of the Flat and parking on______ unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee/Purchaser agrees that the Owner/Promoter shall be entitled to the extension of time for delivery of possession of the Flat and parking, provided that such Force Majeure conditions are not of a nature which make it impossible

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

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

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

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

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

Provided that where the Allottee/Purchaser proposes to cancel/withdraw from the project without any fault of the Owner/Promoter, the Owner/Promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the Allottee/Purchaser shall be returned by the Owner/Promoter to the Allottee/Purchaser within 45 days of such cancellation but the GST paid shall not be refunded.

Compensation –

The Owner/Promoter shall compensate the Allottee/Purchaser in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for 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 Owner/Promoter fails to complete or is unable to give possession of the Flat and parking (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 Owner/Promoter shall be liable, on demand to the Allottee/Purchaser, in case the Allottee/Purchaser wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Flat and parking, with interest at the rate specified in the Rules within 45 days including compensation in the manner as provided under the Act. Provided that where if the Allottee/Purchaser does not intend to withdraw from the Project, the Owner/Promoter shall pay the Allottee/Purchaser interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the Flat and parking.

8. REPRESENTATIONS AND WARRANTIES OF THE OWNER/PROMOTER

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

- i) The Owner/Promoter has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- ii) The Owner/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;
- iv) There are no litigations pending before any Court of law with respect to the said Land, Project or the Flat and parking;
- v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Flat and parking 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 Flat and parking and common areas;
- vi) The Owner/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/Purchaser created herein, may prejudicially be affected;
- vii) The Owner/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 Flat and parking which will, in any manner, affect the rights of Allottee/Purchaser under this Agreement;

- viii) The Owner/Promoter confirms that the Owner/Promoter is not restricted in any manner whatsoever from selling the said Flat and parking to the Allottee/Purchaser in the manner contemplated in this Agreement;
- ix) At the time of execution of the conveyance deed the Owner/Promoter shall handover lawful, vacant, peaceful, physical possession of the Flat and parking to the Allottee/Purchaser and the common areas to the Association of the Allottees;
- x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;
- xi) The Owner/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;
- 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 Owner/Promoter in respect of the said Land and/or the Project;
- xiii) That the property is not Waqf property;

9. EVENTS OF DEFAULTS AND CONSEQUENCES

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

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

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

- i) Stop making further payments to Owner/Promoter as demanded by the Owner/Promoter. If the Allottee stops making payments, the Owner/Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee/Purchaser be required to make the next payment without any penal interest; or
- ii) The Allottee/Purchaser shall have the option of terminating the Agreement in which case the Owner/Promoter shall be liable to refund the entire money paid by the Allottee/Purchaser under any head whatsoever towards the purchase of the apartment,

along with interest at the rate specified in the Rules within forty-five days of receiving the termination notice:

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

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

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

10. CONVEYANCE OF THE SAID FLAT AND PARKING

The Owner/Promoter, on receipt of complete amount of the Price of the Flat and parking under the Agreement from the Allottee/Purchaser, shall execute a conveyance deed and convey the title of the Flat and parking together with proportionate indivisible share in the Common Areas within 3 (three) months from the issuance of the occupancy certificate*. However, in case the Allottee/Purchaser fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee/Purchaser authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and stampduty and registration charges to the Owner/Promoter is made by the Allottee/Purchaser. The Allottee/Purchaser 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/FLAT AND PARKING / PROJECT

The Owner/Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of the Allottees.

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 Owner/Promoter as per the agreement for sale relating to such development is brought to the notice of the Owner/Promoter within a period of 5 (five) years by the Allottee/Purchaser from the date of handing over possession, it shall be the duty of the Owner/Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Owner/Promoter's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

13. RIGHT OFALLOTTEE(S) TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES

The Allottee/Purchaser hereby agrees to purchase the Flat and parking 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/Purchaser 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 FLAT AND PARKING FOR REPAIRS

The Owner/Promoter / maintenance agency / association of allottees shall have rights of unrestricted access of all Common Areas, garages/closed parking's and parking spaces for providing necessary maintenance services and the Allottee/Purchaser agrees to permit the association of allottees and/or maintenance agency to enter into the Flat and parking 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 Parking and Service Areas: The Parking(s) and service areas, if any, as located within the "SWAPNA NILAY", 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/Purchaser shall not be permitted to use the services areas and the parking(s) in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of Allottees formed by the Allottees for rendering maintenance services.

16. GENERAL COMPLIANCE WITH RESPECT TO THE FLAT AND PARKING

Subject to Clause 12 above, the Allottee/Purchaser shall, after taking possession, be solely

responsible to maintain the Flat and parking 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 and parking, 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 parking and keep the Flat and parking, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized. The Allottee/Purchaser further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee/Purchaser shall not storeany hazardous or combustible goods in the Flat and parking or place any heavy material in the common passages or staircase of the Building. The Allottee/Purchaser shall also not remove any wall, including the outer and load bearing wall of the Flat and parking. The Allottee/Purchaser shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of allottees and/or maintenance agency appointed by association of allottees. The Allottee/Purchaser shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE(S)

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

18. ADDITIONAL CONSTRUCTIONS

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

19. OWNER/PROMOTER SHALLNOT MORTGAGE OR CREATE CHARGE

After the Owner/Promoter executes this Agreement he shall not mortgage or create a charge on the Flat and parking / 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/Purchaser who has taken or agreed to take such Flat and parking.

20. APARTMENT OWNERSHIP ACT

The Owner/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 Owner/Promoter showing compliance of various laws/regulations as applicable in the State of West Bengal.

21. BINDING EFFECT

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

22. ENTIRE AGREEMENT

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

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 Allottees of the Flat and parking, in case of a transfer, as the said obligations go along with the Flat and parking for all intents and purposes.

25. WAIVER NOT A LIMITATION TO ENFORCE

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

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

26. SEVERABILITY

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

27. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THEAGREEMENT

Wherever in this Agreement it is stipulated that the Allottee/Purchaser has to make any payment, in common with other Allottee(s) in Project, the same shall be the proportion which the carpet area of the Flat and parking bears to the total carpet area of all the Flat and parking 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 Owner/Promoter through its author some other place, which may be mu	rized signato	ry at tl	ne Owne	r/Promo	ter's Office,	or at
Allottee/Purchaser, inexecuted by the Allottee/Purchaser a			afte	er the Ag	greement is	duly
execution the said Agreement shall this Agreement shall be	be registered	at the	office of	the Sub-	Registrar. H	
			_·			

30. NOTICES

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

	Name of Allottee/Purchaser
	(Allottee/Purchaser's Address)
M/s	Owner/Promoter's name
	(Owner/Promoter's Address)

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

31. JOINT ALLOTTEES

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

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.

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

SCHEDULE 'A'

(DESCRIPTION OF THE LAND ON WHICH BUILDING STANDS)

All That piece or parcel of Bastu Land measuring 10.5 Satak/Decimal equivalent to 6 (Six) Cottah 6 (Six) Chittack equivalent to 425 sq. mtr. more or less Together With a pucca single storied residential R.T. Shed/structure having a covered area about 200 Sq.ft. more or less lying and situate at Holding No. 560/A (New), 486 (Old) Anandamayeetala, Khalishani Bose Para Road, Ward No. 14 within the limits of the Chandannagar Municipal Corporation, comprised in J. L. No. 01, Tanji No. 165, R.S. Dag No. 243 corresponding to L.R. Dag No. 406, R.S. Khatian No. 125 corresponding to L.R. Khatian No.004, Sheet No. 16, Mouza, D.R. Office, A.D.S.R. Office, Police Station & Municipal Corporation, all at Chandannagar in the District of Hooghly, West Bengal Together With all title, benefits, easement, authorities, claims, demands, usufructs, tangible and intangible rights of whatsoever or howsoever nature of the Vendor in the Said Land and appurtenances and inheritances for access and user thereof, free from all encumbrances.

The Said Land is butted and bounded as follows:-

On the North	: By vacant land of Hemali Dasgupta & ors.;
On the East	: Partly by property of Hemali Dasgupta & ors., partly by property of Sunil Saha and partly by common
	passage;
On the South	: By property of Tarun Kanti Ghosh and
On the West	: Partly by vacant land of Jiban Santra and partly by pond of Jiban Santra;

SCHEDULE 'B'

(DESCRIPTION OF THE FLAT)

The	Said	Flat,	being	Flat No	o		on_	the _			_ Floor,	having	super buil	t-
up	area			sq.	ft.	more	or	less	together	with	Parking	space	measurin	ıg
			sq.	ft. on t	he (Ground	Flo	or of	the build	ling na	amed "SV	WAPN	A NILAY	""
toge stan		with 1	propor	tionate	undi	vided s	share	e in tl	ne Schedu	le 'A'	land on	which t	the building	g

SCHEDULE 'C'

(PAYMENT PLAN BY THE ALLOTTEE/PURCHASER)

INSTALLMENT PAYMENT PLAN

Total Sale Price:	Rs
Balance on Possession	20%
On Brick and Plaster of Purchased Unit	10%
On Third Roof Casting	10%
On Second Roof Casting	10%
On First Roof Casting	10%
On Ground Roof Casting	10%
On Agreement	20%
On Booking	10%

All payments under installment payment plan shall be made within a maximum period of 10 days of issue of demand letter or mail, otherwise interest applicable as per rule shall be charged. In case payment is not made for two months from the demand date then the booking can be cancelled at the sole discretion of the Owner/Promoter. The Owner/Promoter shall deduct booking amount plus applicable taxes like GST, etc. on the amount so received till such time and refund the balance payment, without any interest thereon.

All payment received after due date will be first applied towards applicable Interest and other sums if any due and thereafter towards the installment. No payment will be received after due date without the payment of applicable interest if any.

EXTRAS & DEPOSITS

i)	Electricity Charges: Reimbursement of the actual cost.
ii)	Electric Meter Deposit: Rs. 65,000/- (Rupees Sixty Five Thousand) Only to be deposited by the Allottee/Purchaser for bringing WBSDCL L.T. connection to the Block where the Unit is situated, to be paid as and when called upon to do so.
iii)	Legal Fees: Rs/- (Rupees) Only for execution and registration of Deed of Sale.

iv) **Maintenance Charges Deposit:** Rs. 4/- (Rupees Four) Only per sq. ft. to be deposited by the Allottee/Purchaser.

SCHEDULE 'D'

(SPECIFICATIONS)

signe	WITNESS WHEREOF parties hereinabled this Agreement for sale at(cess, signing as such on the day first about	ity/town name)		•
Allo	NED AND DELIVERED BY THE WIT	-	Please affix photograph and sign across the photograph	photograph and sign across the
	on		ce of:	
	moter:			Please affix photographand sign across the photograph
(1) WI	moter: TNESSES:			Please affix photographand sign across the
(1)	moter:			Please affix photographand sign across the
(1) WI	TNESSES: Signature			Please affix photographand sign across the

