ANNEXURE 'A'

AG REEMENTFOR SALE

This Agreement for Sale ('Agreement") executed on this2023,	(Date) day of	(Month),
BY AND BETWEEN		
A) 1) Samar Nag, 2) Siddhartha Nag, 3) Shibram N Late Lalmohan Nag, residing at 30, Swarn Berhampore, Dist. Murshidabad, (represented by the Development Ltd. through its Director Mr. Santanu hereinafter referred to as the OWNERS (we excluded by or repugnant to the context to the their legal heirs, executors, legal representative OF THE FIRST PART .	namoyee Road, P.O. one constituted attorney, Bhara Nag, son of Late Lal Moby which expression shall be deemed to mean and	& P.S. at Shelter nan Nag, unless include
AND		
B) Bharat Shelter Development Limited (CIN I company incorporated under the provisions having its registered office at BA-2, Sector-(PAN -AABCB1555F, represented by its Diraborated vide board resolution dated 17.04.2 the "DEVELOPER" (which expression shall use or meaning thereof be deemed to mean and in and permuted assigns) of the SECOND PART. AND	of the Companies Act, I, Salt Lake, Kolkata-7 ector, Sri Santanu Nag son of Late Lalmoha 023, hereinafter referre nless repugnant to the	, 1956, 700064, , (PAN n Nag, ed to as context
[If the Allottee is a company]		
C)(CIN no incorporated under the provisions of the Compa case may be], having its registered office represented by its authorized signatory,	nies Act, [1956 or 2013 at (PAN	, as the), aar no. dated oression
[OR]		
[If the Allottee is a Partnership]		
D) a partnership firm registered under the Inprincipal place of business at, (PAN its authorized partner, (Aadhar no, hereinafter referred to shall unless repugnant to the context or meaning thereof partners or partner for the time being of the said firm, the said	as the 'Allottee' (which extended to mean and income	sented by d vide expression clude the
heirs, executors and administrators of the last surviving partner	er and his/her/their assigns).	

[OR]



[If the Allottee is an Individual] Mr./Ms. ______, (Aadhar no. ______) son/ daughter of _____, aged about _____ residing at _____), 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 and permitted assigns). [OR] [If the Allottee is a HUF] _____, (Aadhar no. ______) son of _____ aged about for self and as the Karta of the Hindu Joint Mitakshara Family known as HUF, having its place of business / residence at (PAN), hereinafter referred to as the 'Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns). [Please insert details of other allottee(s), in case of more than one allottee] The Developer and Allottee shall hereinafter collectively be referred to as the "Parties' and individually as a "Party'. **E) DEFINITIONS:** For the purpose of this Agreement for Sale unless the context otherwise requires, -"Act" means the Real Estate (Regulations and Development) Act, 2016 (a) (b) "Rules' means the West Bengal Real Estate (Regulation and Development) Rules, 2021. (c) "Regulation" means the Regulations made under the Act and Rules. "Section" means a section of the Act. (d) F) WHEREAS:

- 1) Smt. Jyotirmoyee Nag, wife of Lalmohan Nag residing at 30, Swarnamoyee Road, P.O. & P.S. Berhampore, Dist. Murshidabad, was owner of the holding No. 30, Swarnamoyee road C.S. Plot No. 2412 corresponding R.S. Plot No. 2511/3815, 2511/3816, 2511/3817 & 2511/3818 L.R. Plot No. 4195 measuring area 48.50 satak of Mouza-Gorabazar, J.L No. 90, P.S-Berhampore, Dist-Murshidabad by way of purchase vide several registered deeds being no. 4990 dated 17-11-1958, 2592 of 13-05-1958, 3968 dated 17-05-1952, 8422 dated 30-10-1995 of Berhampore sub registered office & deed no.615 dated 15-02-1956 of the Registrar of Assurance Kolkata and accordingly recorded her name in the L. R & R.O.R Berhampore and paying rent thereto. The said land shall hereinafter be called the property.
- 2) AND WHEREAS said Ms. Jyotirmayee Nag gifted the said property being C.S Plot No. 2412 corresponding R.S-Plot No. 2511/3815, 2511/3816, 2511/3817 & 2511/3818 L.R Plot No.4195 measuring area 48.50 Satak of Mouza-Gorabazar, J.L No. 90, P.S-Berhampore, Dist-Murshidabad to her four sons namely 1) Samar Nag, 2) Siddhartha Nag, 3) Shibram Nag, 4) Santanu Nag vide Deed no. 11778 dated 02-12-2010 registered in Book -1, CD Volume No. 28, Page from 5171 to

- 5185 in the office of Additional District Sub-Registrar, Berhampore, Dist-Murshidabad morefully described in the **FIRST SCHEDULE** hereunder written. The said land shall hereinafter be called "TOTAL LAND".
- **3) AND** WHEREAS by virtue of the aforesaid deed of gift, 1) Samar Nag, 2) Siddhartha Nag, 3) Shibram Nag, 4) Santanu Nag became absolute owners of the property and possessing enjoying the said property by mutating their names u/s 50 G W.B. L.R Act in the office of B.L & L.R.O Berhampore.
- **4) AND WHEREAS** the said owners is decided to develop a portion of the said property as marked and delineated in Red in the plan as annexed herewith. The said property got a plan sanctioned in respect of proposed sixth storied building consisting of several flats office space, garages from Berhampore municipality.
- 5) **AND** WHEREAS the **OWNERS**, considering the expertise and reputation of the Developer **herein** decided to appoint the Developer herein to develop the said Residential Project.
- 6) AND **WHEREAS** the Developer being agreed to develop the said piece of Land as described in the Schedule written here in under as per the Plan duly sanctioned as referred hereinabove, entered into an Agreement on 16.09.2021 on agreed upon terms.
- 7) AND WHEREAS the Developer have on execution of the aforesaid agreement started construction of six storied building according to the plan sanctioned as stated hereinabove, by the Berhampore Municipal Authority naming the Project as "PALASH KOLI", which has been subsequently revised and duly sanctioned by Behrampore Municipal Authority vide Bill No.04 dated 17-05-2023.
- 8) **AND WHEREAS** by executing a Power of Attorney dated 16-09-2021 the OWNERS have nominated, constituted and appointed the Company as their true and lawful attorney, in their name and on their behalf inter alia, to execute and perform or cause to be done, executed and performed all or any of the following acts, deeds, matters and things as mentioned herein after:
 - i) To sign and execute the Deed of Conveyance for transfer and to admit the execution thereof and get such documents duly registered.
 - ii) To appear before Notary Public, District Registrars, sub-registrars, Registrar of Assurance, Metropolitan and Executive Magistrate and all other officer or officers and authority or authorities in connection with enforcement with all powers and authorities as contained herein.
- 9) In terms of the said sanction and subsequent modifications thereto, the Developer commenced construction of Project and covered/open/two wheeler parking spaces on separate segregated and demarcated portions of the Said Premises consisting of 19 cottah i.e. 1271 sqr. mtr. morefully described in **SECOND SCHEDULE**. The said land shall hereinafter be called as "SCHEDULE LAND".
 - (a) Each of the above along with, inter alia, several identified and demarcated common areas, all being part of the complex called "PALASHKOLI".

- 10) The Developer is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Developer regarding the said land on which Project is to be constructed have been completed.
- 11) The Behrampore Municipal Authority has granted the sanction letter to develop the Project vide approval dated 29-06-2016 bearing bill no.261 and consequently vide bill No.04 dt.17-5-2023.
- 12) The Developer has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the apartment, plot or building, as the case may be, from Behrampore Municipal Authority. The Developer agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable;

13)	The Developer has registered the Project under the provisions of the Act with the West Bengal
	Real Estate Regulatory Authority at onunder registration
	no
14)	The Allottee had applied for apartments vide application no dated
	and has been allotted apartment no having carpet area of square feet
	corresponding to built up area of sqr. ft., exclusive balcony area sqr. Ft.
	working out to a super built up area sqr ft., type, on floor in Palashkoli
	housing Project along with open/covered/two wheeler parking no admeasuring
	an area aboutsquare feet more and less within the Palashkoli Housing project 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 "Said
	Apartment" more particularly described in THIRD SCHEDULE-PART-II and the floor plan
	showing the Apartment in "RED" border thereon is annexed hereto and marked as Annexure
	A);

- 15) The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- 16) 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;
- 17) 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;
- 18) In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Developer hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment and the open/covered/two wheeler parking (if applicable) as specified hereinabove.
- 19) The Parties have clearly understood that registration of this agreement is mandatory as prescribed under the provisions of the Act and the Parties will comply with this mandatory requirement. In case of failure and/or non-compliance of this mandatory requirement by the

Parties or any of them, then, and in such event, this Agreement shall be deemed to have been cancelled and the consequences arising out there from as mentioned elsewhere in this Agreement will follow.

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

1. **TERMS**:

Subject to the terms and conditions as detailed in this Agreement, the Developer agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Apartment as specified hereinabove.

The Total Price for the Apartment/plot based on the carpet area is Rs._____ (Rupees only ("Total Price")

Sl. No.	Description	Rate Per Sq. Ft. (In INR) on super built up	
A.	Unit Price: Cost of Apartment/unit	/-	/-
	Add: Parking Space Sub-Total	/-	/- /- /-
В.	Other Charges: Maintenance Corpus Deposit Municipal Tax Deposit		/-
C.	Extra charges: DG & Electrical (Transformer) Installation charges Legal charges Collapsible Gate Balcony Grill		////-
	Total price (A+B+C)	Rs/-	(Rupees

In addition to the aforesaid Total Price, the following charges shall be paid at actual or as mentioned by the Developers as per payment schedule.

- 1. Cost of Electric Meter
- 2. Stamp Duty/Registration charges /commissioning charges and other Incidental expenses.
- 3. Charges for mutation and separate assessment of the Apartment mutation fees if any and other miscellaneous charges and incidental charges in relation to the mutation
- 4. Cost of providing MS Grill for windows, modification and extra work charges plus applicable taxes if required.

5. Goods and Service Tax

Explanation

- (i) The Total Price above includes the booking amount paid by the allottee to the Developer towards the Apartment.
- (ii) The Total Price above Exclude Taxes (consisting of tax paid or payable by the Developer by way of G.S.T. and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Developer, by whatever name called) up to the date of handing over the possession of the apartment.

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

- (iii) The Developer shall periodically intimate to the Allottee, the amount payable as stated in herin above and the Allottee shall make payment within 30 (Thirty) days from the date of such written intimation. In addition, the Developer shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
- (iv) The Total Price of Apartment includes: 1) pro rata share in the Common Areas; and 2) Open/covered/two wheeler parking(s) as provided in the Agreement.

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

The Allottee(s) shall make the payment as per the payment plan set out in **Third Schedule Part-I** ("Payment Plan").

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

The Developer shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the Completion Certificate/Part Completion Certificate (or such other certificate by whatever name called issued by the Competent Authority) is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Developer. If there is any reduction in the carpet area within the defined limit then Developer shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Developer shall demand that from the Allottee as per the next milestone of the Payment Plan.

The Allottee shall have the right to the Apartment as mentioned below:

- i) The Allottee shall have exclusive ownership of the Apartment.
- ii) The Allottee shall also have undivided proportionate share in the Common Areas and Service Area since the share / interest of Allottee in the Common Areas and Service Area is undivided and cannot be divided or separated, the Allottee shall use all Common Areas and Service Area along with other occupants, maintenance staff etc after obtaining the Completion Certificate/Part Completion Certificate from the competent authority without causing any inconvenience or hindrance to them. Further, the right of the Allottee to use the Common Areas and Service Area shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the Developer shall hand over the common areas and service area to the association of allottees as provided in the Act;
- iii) That the computation of the price of the Apartment includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, Service Area, internal development charges, external development charges, cost of providing electric wiring inside the flat, fire detection and firefighting equipment in the common areas etc. and includes cost for providing all other facilities as provided within the Project.

It is made clear by the Developer and the Allottee agrees that the Apartment along with open /covered/two wheeler 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. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.

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

The	Allottee	has	paid	a	sum	of	Rs	, (Rupees
			only) as	bookin	ıg am	ount	being part payment towards the Total Price of the
Apart	ment at the	time of	of appli	catio	on the r	eceip	t of v	which the Developer hereby acknowledges and the
Allott	ee hereby a	igrees t	to pay tl	ne re	emainin	g pric	e of t	he Apartment as prescribed in the Payment Plan as
may b	e demande	d by th	e Devel	lope	r within	the t	ime a	nd in the manner specified therein:

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

2. MODE OF PAYMENT:

Subject to the terms of the Agreement and the Developer abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Developer, within the stipulated time as mentioned in the Payment Plan [Part –I of THIRD SCHEDULE] through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of Bharat Shelter Development Ltd. 'payable at Kolkata

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES

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

The Developer accepts no responsibility in this regard. The Allottee shall keep the Developer 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 Developer immediately and comply with necessary formalities if any under the applicable laws. The Developer shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Developer shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

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

5. TIME IS ESSENCE

The Developer shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the Apartment to the Allottee and the Common Areas to the association of Allottee or the competent authority, as the case may be.

6. CONSTRUCTION OF THE PROJECT/ APARTMENT

The Allottee has seen the specifications of the Apartment (Annexure-B attach) and accepted the Payment Plan, floor plans, which has been approved by the competent authority, as represented by the Developer. The Developer shall develop the Project in accordance with the said layout plans, floor plans and specifications. Subject to the terms in this Agreement, the Developer undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms provisions prescribed by the concerned authority and shall not have an option to make any variation /alteration /modification in such plans, other than in the manner provided under the Act, and breach of this term by the Developer shall constitute a material breach of the Agreement.

7. POSSESSION OF THE APARTMENT

7.1 Schedule for possession of the said Apartment: The Developer agrees and understands that timely delivery of possession of the Apartment is the essence of the Agreement. The Developer, based on the approved plans and specifications, assures to hand over possession of the Apartment within 31-12-2030.

Unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Developer shall been entitled to the extension of time for delivery of possession of the Apartment, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Developer to implement the project due to Force Majeure conditions, then this Agreement shall stand terminated and the Developer shall refund to the Allottee the entire amount received by the Developer from the allotment within 45 days from that date of issue of the letter of termination of project by the Developer. After refund of the money paid by the Allottee, Allottee agrees that he/ she shall not have any rights, claims etc. against the Developer and that the Developer shall be released and discharged from all its obligations and liabilities under this Agreement.

- **7.2 Procedure for taking possession** The Developers, upon obtaining the Completion Certificate/Part Completion Certificate (or such other certificate by whatever name called issued by the competent authority) from the competent authority shall within a maximum period of fifteen days from such date (the "NOTICE OF POSSESSION") offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement by sending the notice of such offer by speed post/e-mail calling upon the Allottee to take possession of the Apartment within a maximum of forty five days from the date of receipt of the said Notice of Possession by the Allottee. (the "POSSESSION DATE") Provided that the conveyance deed of the Apartment in favor of the Allottee shall be executed and registered by the Developers (subject, however, to the Allottee making all payments as mentioned in the Part -I of THIRD SCHEDULE hereto and taking possession of the Apartment in terms of the Notice of Possession and making payment of the stamp duty, registration charges and legal charges & expenses to the Developer as per requisition of the Developer) within three months from the date of issue of Completion certificate/Part Completion Certificate (or such other certificate by whatever name called issued by the competent authority) as provided by the relevant laws in West Bengal. The Developers agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on the part of the Developers. The Allottee, after taking possession, agree(s) to pay the maintenance charges as determined by the Developer/association of Allottee, as the case may be after the issuance of the Completion certificate/Part Completion Certificate. The Developers shall hand over a copy of the Completion certificate/Part Completion Certificate (or such other certificate by whatever name called issued by the competent authority) of the Project/Apartment, as the case may be, to the Allottee at the time of conveyance of the Apartment in favor of the Allottee.
- **7.3 Failure of Allottee to take Possession of Apartment/Plot:** Upon receiving a written intimation from the Developer as per clause 7.2, the Allottee shall take possession of the Apartment from the Developer by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Developer shall give possession of the Apartment/Plot to the allottee. In case the Allottee fails to take possession within the time provided in clause 7.2, such Allottee shall continue to be liable to pay maintenance charges as applicable.
- **7.4 Possession by the Allottee** After obtaining the Completion certificate/Part Completion Certificate (or such other certificate by whatever name called issued by the competent authority,) and handing over physical possession of the Apartment to the Allottee, it shall be the responsibility of the Developers to hand over the necessary documents and plans, including Common Areas, to the association of Allottee or the competent authority, as the case may be, as per the local laws i.e, the West Bengal Apartment Ownership Act, 1972, as amended up to date which provides for submission of the property comprised within the Project within three years from the date of completion certificate issued by the competent authority and to have the association of Allottee formed in the manner provided in the said Act.
- **7.5 Cancellation by Allottee** The Allottee shall have the right to cancel/withdraw his/ her/ its allotment in the Project as provided in the Act. Provided that, where the Allottee proposes to cancel/withdraw from the Project/Complex without any fault of the Developers, the Developers herein shall be entitled to forfeit the Booking Amount inclusive of applicable Taxes paid for the allotment, along with the interest liabilities, and together with deduction of such other tax/levy as may be

applicable at the time of such withdrawal by the Allottee. The balance amount of money paid by the Allottee shall be returned by the Developer to the Allottee within 45 (forty five) days of such cancellation. Such refund shall be made without any interest or compensation and all charges and expenses that may be incurred by the Developer in making such refund shall be borne by the Allottee. Upon withdrawal or cancellation of allotment by the Allottee under this Agreement, the Developers shall have the right to re-allot the Apartment to any third party thereafter and the prior allotment in favour of the Allottee will stand cancelled. All rights of the Allottee under any allotment letter issued or this Agreement shall also stand terminated.

7.6 Compensation –

The Developer shall compensate the Allottee in case of any loss caused to him due to defective title of the Said Land, on which the Project/Complex is being developed or has been developed, in the manner as provided under the Act and the claim for 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 Developers fail to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 7.1; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act or for any other reason, the Developer shall be liable, on demand to the 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, along with interest at the rate of State Bank of India Prime Lending Rate plus 2% (two percent) per annum, as prescribed in the Rules within 45 (forty-five) days of it becoming due. Provided That where the Allottee does not intend to withdraw from the Project the Developer shall pay the Allottee interest at the rate of State Bank of India Prime Lending Rate plus 2% (two percent) per annum, as prescribed in the Rules for every month of delay, till the handing over of the possession of the Apartment, which shall be paid by the Developer to the Allottee within 45 (forty-five) days of it becoming due.

8. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER

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

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

- (viii) The Developer confirms that the Developer is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Developer shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee and the common areas to the Association of the Allottees:
- (x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;
- (xi) The Developer has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Developer in respect of the said Land and/or the Project;
- (xiii) That the property is not Waqof property.

9. EVENTS OF DEFAULTS AND CONSEQUENCES

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

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

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

- (i) Stop making further payments to Developer as demanded by the Developer. If the Allottee stops making payments, the Developer shall correct the situation by completing the construction milestones and only there after the Allottee be required to make the next payment without any penal interest; or
- (ii) The Allottee shall have the option of terminating the Agreement in which case the Developer shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the apartment, along with interest at the rate of State Bank of India Prime Lending Rate plus 2% (two percent) per annum, within forty-five days of receiving the termination notice:

Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the Developer; interest at the rate specified her in above for every month of delay till the handing over of the possession of the Apartment.

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

(i) In case the Allottee fails to make payments for 3 consecutive demands made by the Developer as per the Payment Plan annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest to the Developer on the unpaid amount at the rate specified in the Rules.

(ii) In case of Default by Allottee under the condition listed above continues for a period beyond 3 consecutive months after notice from the Developer in this regard, the Developer shall cancel the allotteent of the Apartment in favour of the Allottee and refund the amount money paid to him by the allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

10. CONVEYANCE OF THE SAID APARTMENT

The Developer, on receipt of complete amount of the Price of the Apartment under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Apartment together with proportionate indivisible share in the Common Areas/Service Area within 3 (three) months from the issuance of the Completion certificate/Part Completion Certificate. However, in case the Allottee fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee authorizes the Developer to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Developer is made by the 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) DEFECT LIABILITY

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Developer as per the agreement for sale relating to such development is brought to the notice of the Developer within a period of 5 (five) years by the Allottee from the date of handing over possession, t shall be the duty of the Developer to rectify such defects without further charge, within 30 (thirty) days, and in the event of Developer's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

12) RIGHT OF ALLOTTEE TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTALMAINTENANCE CHARGES

The Allottee hereby agrees to purchase the Apartment on the specific understanding that is/her right to the use of Common Areas (more fully described in Fourth Schedule) shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by Developer, 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 Developer, maintenance agency or the association of allottees from time to time.

13) RIGHT TO ENTER THE APARTMENT FOR REPAIRS

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

14) USAGE

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

15) GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT: Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment/Flat at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the [Apartment/Plot] and keep the Apartment/Plot 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 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 shall not 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]. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Developer and thereafter the association of allottees and/or maintenance agency appointed by association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions. The allottee shall also not change the name of the building which is PALASHKOLI.

16) COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE

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

17) ADDITIONAL CONSTRUCTIONS

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

18) DEVELOPER SHALL NOT MORTGAGE OR CREATE CHARGE

After the Developer executes this Agreement he shall not mortgage or create a charge on the [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 who has taken or agreed to take such [Apartment/Plot/Building].

19) APARTMENT OWNERSHIP ACT

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

20) BINDING EFFECT

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

and when intimated by the Developer, then the Developer shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30(thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

21) ENTIREAGREEMENT

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.

22) RIGHT TO AMEND

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

23) 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 andthe obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against anysubsequent Allottees of the [Apartment/Plot], in case of a transfer, as the said obligations go along with the [Apartment/Plot] for all intents and purposes.

24) WAIVER NOT A LIMITATION TO ENFORCE

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

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

25) SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under 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 there under or the applicable law, as the case maybe, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

26) METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT

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

27) 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.

28) PLACE OF EXECUTION

Allottee: (including joint buyers)

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

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29) NOTICES
That all notices to be served on the Allottee and the Developer as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Developer by Registered Post at their respective addresses specified below:
(Allottee Address)
M/s Bharat Shelter Development Ltd. (Developer name)
Premises No. 30, Swarnamoyee Road, P.S. Berhampore Town, Dist. Murshidabad under Ward No.22 of the Berhampore Municipality, Dist. Murshidabad (Developer Address)
It shall be the duty of the Allottee and the Developer to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letter sposted at the above address shall be deemed to have been received by the Developer or the Allottee, as the case maybe.
30) JOINT ALLOTTEES That in case there are Joint Allottees all communications shall be sent by the Developer to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.
31) 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.
32) 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.
33) NOMINATION FEES Nomination fee amounting to 3% (plus applicable taxes) of the total price of the apartment and consideration for right to use the parking space are to be paid to Developer. However nomination of apartment after developer has executed the deed of conveyance of the apartment in favour of the allotees shall not be governed by this clause.
IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at (city/town name) in the presence of attesting witness, signing as such on the day first above written.
SIGNED AND DELIVERED BY THE WITHIN NAMED

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Please affix

Please affix photograph and sign across the photograph

(2)			
At	on	in the presence of:	
WITNESSES 1. Signature _	:		
Name			
Address			
2. Signature _			
Name			
Address			
SIGNED AN	D DELIVERED BY THE	E WITHIN NAMED:	
The Board/O	wner:		Please affix photographs
(1)	Signature		and sign
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(1)	Signature		photographs and sign
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FIRST SCHEDULE HEREIN ABOVE REFERRED

(Description of "Total Land')

All that piece and parcel of land measuring area of 48.50 Satak i.e 29 cottah more or less in Mouza-Gorabazar, J.L.No.90, Khatian Nos.12769, 12770, 12771and 12772, L.R. Plot No.4195, Touzi No. 16, being Premises No. 30, Swarnamoyee Road, P.S. Berhampore Town, Dist. Murshidabad under Ward No.22 of the Berhampore Municipality, Dist. Murshidabad.

On the South : Property of Muslim Graveyard On the North : House Property of the owners

On the East : Municipal road

On the West : Property of Sadhan Pal, Madon Pal & Paresh Dutta.

SECOND SCHEDULE HEREIN ABOVE REFERRED (Description of the "Schedule Land")

All that piece and parcel of land measuring area 19 cottah out of 29 Kottah more or less with proportionate share in land underneath upon which the Multistoried Building above referred to situates, with all sorts of rights of common users and rights of easements annexed therewith consisting of Bed Room Dinning kitchen, privy bath, drawing and balcony etc.

THE THIRD SCHEDULE ABOVE REFERRED TO PART –I (PAYMENT PLAN)

(Mode of Payment of the price of construction with proportionate share in land and common areas)

FLAT (Payment Plan)				
Sl. No.	Particulars	Due Date	Rupees	
1	Application Money		10%	
2	Agreement money	Within 30 days from the date of allotment	20%	
3	1 st Installment	On completion of Foundation	10%	
4	2 nd Installment	1st Floor Slab Casting	10%	
5	3 rd Installment	2 nd Floor Slab Casting	10%	
6	4 th Installment	3 rd Floor Slab Casting	10%	
7	5 th Installment	4 th Floor Slab Casting	5%	
8	6 th Installment	Upon completion of Brick work of respective floor	5%	
9	7 th Installment	Upon completion of flooring of respective floor	10%	
10	Final installment	On or before Possession	10%	
	Total		100%	

Parking	Due date	Rs.
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Covered	Within 30 days from the date of allotment	50%
	On or before possession	50%
Two wheeler	Within 30 days from the date of allotment	50%
	On or before possession	50%

Other Charges	Due date	Rs.
Maintenance Corpus Deposit	Within 30 days from the date of allotment	50%
	On or before possession	50%
Municipal Tax Deposit	On or before possession	100%

Extra Charges	Due date	Rs.
Legal Charges	On or before possession	100%
DG & Electricity (Transformer)	On or before possession	100%
Installation Charges	On or before possession	100%
Collapsible Gate	On or before possession	100%
Balcony Grill	On or before possession	100%

PART - II

(Description of the "said Apartment" hereinabove referred to)

ALL THAT the residential Flat being No	, on the	_Floor, having carp	et area _	sq1	:. Ft.
corresponding to built up area sqr	:. Ft., exclusive b	alcony areas	qr. Ft. w	orking o	ut to
a super built up area of sq. ft. in the	project "PALAS	SHKOLI" together w	vith excl	usive rigl	ht to
use one parking space being No	situated on	the P	ortion t	ogether	with
proportionate share in land underneath up	on which the sa	id building situated	at Pren	nises No.	30,
Swarnamoyee Road, P.S. Berhampore Town	n, Dist. Murshida	bad under Ward No.2	22 of the	e Berham	pore
Municipality, Dist. Murshidabad.					

THE FOURTH SCHEDULE ABOVE REFERRED TO

(Common Portion/Areas and/or Facilities)

- (1) Driveway and pathway, Boundary Wall, Main Gate and Security Room in the gate
- (2) Entrance lobby on the ground floor of the building;
- (3) Staircases on all the floors of the building;
- (4) Staircase landings on all the floors of the building;
- (5) Common passages and lobbies adjoining the lift space on all floors of the building.
- (6) Water pump, overhead water tank, water pipes and other common plumbing installation and underground water reservoirs;
- (7) Lift/s;
- (8) Lift machine room on the roof of the building;

- (9) Fire fighting systems of the common areas;
- (10) Plumbing, vertical stacks and shafts;
- (11) Feeder cable, transformers, LT switches, meters and individual electrical meters;
- (12) Drainage and sewage system;

Recreational Area comprised in portions of the first, floor of the building and all equipment and interior fit outs therein subject to observance and performance of the restrictions, terms and conditions as stated in these presents;

- (13) Ultimate roof of the building;
- (14) Fire Fighting Pumps.
- (15) Generator, electrical Transformer, RMU and LT Panels, if any with the feeder cables installed at the Service Areas subject to observance and performance of the terms and conditions as stated in these presents.

It being clarified that save and except the common portions, common areas and common facilities mentioned hereinabove, all other portion and/or areas and/or facilities and/or the open or covered areas meant for parking or otherwise shall not and do not form part of the common areas and/or common facilities and are specifically retained by the Developer to be dealt with by the Developer in the manner as stipulated in Clause III(x) hereinabove.

IN WITNESS WHERE OF the parties hereto have executed these presents on the day, month and year first above written put their respective signature herein below.

SIGNED, SEALED AND DELIVERED BY THE DEVELOPER AT BERHAMPORE in the presence of:	SANTANU NAG Director Bharat Shelter Development Limited
SIGNED, SEALED AND DELIVERED BY THE OWNERS AT BERHAMPORE in the presence of :	(Director) Bharat Shelter Development Ltd. Constituted Attorney to Owners)
SIGNED, DELIVERED BY THE PURCHASER AT BERHAMPORE in the presence of :	Signature of Purchaser

Annexure 'A' - FLOOR PLAN OF THE RESPECTIVE FLOOR OF THE RESPECT TOWER WILL BE ENCLOSED.

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Annexure 'B' SPECIFICATION OF RESPECTIVE APARTMENT, AMENITIES & FACILITIES

Brick Work : 8" (Eight inches) brick wall for main periphery wall and 5"/3" brick wall for

internal walls.

PLASTER : Both external and internal walls and ceiling will be plastered with sand, cement

mortar.

WALL PUTTY : Only internal wall and ceiling will be finished with wall putty.

FLOORING : Ceramic floor tiles will be used in all the rooms and in the balcony.

DOORS : All doors frame shall be of wood, Shutters of all doors will be wooden shutter,

shutter of Toilets shall be of P.V.C. type, each door shall be provided with

necessary fittings.

WINDOWS : all windows shall have aluminum frame with fully glazed with MS grill.

TOILETS : Each toilet will be provided with 1(one) Indian type Commode and high level

cistern/commode with low down cistern. All porcelain fixtures shall be of white colour and of reputed brand. Flooring will be done with tiles and wall will be finished with tiles upto 5' height. All toilets shall be furnished with reputed CP

fittings and concealed plumbing system.

KITCHEN : There will be a raised cooking platform with marble fittings on it along with

stainless steel sink and tiles fitting over platform upto 2' height.

FACILITIES : Disel Generator, Submersible/Jet pump for water supply.

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