

Shriwridhi Construction  
Partner  
Arun Rani

**Agreement for Sale**

This Agreement for Sale (Agreement) executed on this \_\_\_\_\_ (Date) day  
of \_\_\_\_\_ (Month), 20 \_\_\_\_\_.

By and Between

**MATA REALTY & INFRACON**, PAN - ABIFM2165M, a Partnership firm incorporated under the Partnership Act, 1932, having its office at 31/2, Sahapur Colony, Plot No. 115, Block - J, New Alipore, Post Office - New Alipore, Police Station - New Alipore, Kolkata - 700053, duly represented by its Partners namely **Mr. Sreyans Munot**, PAN - AJRPM7975Q, Aadhaar No. 5452 8170 7125, Son of Parash Mall Munot, by faith Hindu, by Occupation business, by Nationality Indian, residing at 14, Kshirod Ghosh Road, Post Office Howrah GPO, Police Station Golabari, Howrah -711101 And **Mrs. Saroj Jain**, PAN - AZBPJ0383M, Aadhaar No. 2412 6545 5876, Wife of Late Nem Chand Jain @ Nem Chand Sand, by faith Hindu, by Occupation - Business, by Nationality Indian, Residing at 32/5, New Alipore Road, Kolkata - 700053, Post Office & Police Station - New Alipore, **"OWNER"** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective heirs, executors administrators, legal representatives and assigns) of the **FIRST PART**, being represented by its constituted attorney 1. **MR. SUMAN DEB SARKAR** 2. **ARUN RAI**, Partners of **M/S SHRIVRIDHI CONSTRUCTION**, PAN - ADUFS6925R, A Partnership Company having its registered office at 8/35, Fern Road, Ground Floor, Kolkata - 700019. P.O - Golpark P.S: Gariahat.

AND

**M/S SHRIVRIDHI CONSTRUCTION** PAN - ADUFS6925R shall have its registered office at 8/35, Fern Road, Kolkata - 700019, P.O - Golpark P.S: Gariahat, West Bengal Represented by its Partners **(1) MR. SUMAN DEB SARKAR**, PAN - ADSPD9719Q, Aadhaar No. 6849 9449 5961, Son of Late Arun Deb Sarkar, Occupation: Business Residing at 44/C, Netaji Subhas Road, P.O: Behala, P.S. - Parnasree, District - South 24 Parganas, Kolkata - 700034 **(2) MR. ARUN RAI**, PAN - AMIPR3770J, Aadhaar No. 9550 6256 6531, Son of Sri Shyam Milan Rai, by Faith - Hindu, by Occupation - Business, Residing at 4D/3A/1, Ground Floor, Dharamtala Road, Post Office - Kasba, Police Station - Kasba, Kolkata - 700039. in the District of South 24 Parganas, and Registered office

Shrivridhi Construction  
Suman Deb Sarkar  
Partner

at 8/35, Fern Road, Kolkata - 700019, P.O: Golpark, P.S: Gariahat, District - South 24 Parganas, hereinafter called and referred to as the "**DEVELOPER**"(which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its heirs, executors, successors in-interest, administrators, legal representatives and assigns) of the **SECOND PART:**

**AND**

Mr/Ms. \_\_\_\_\_, PAN \_\_\_\_\_ Aadhaar no. \_\_\_\_\_) son / daughter of \_\_\_\_\_, Residing at \_\_\_\_\_, hereinafter called the "Allottee" (which expression shall unless repugnant to the context meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns).

**TITLE OF THE PROPERTY:**

**WHEREAS:**

**Whereas** One Kapil Chandra Ghosh by law of inheritance and by virtue of Deed of Partition acquire different proprieties in different Dag numbers along with the property together with 17 feet width common passage comprising in Mouza - Syeadpur, J.L. No. 112 formally J.L. No. 12, Re. Se. No. 193, Touzi No. 31, R.S. Dag Nos. 51 and 52, under Khatian No. 320, Police Station Thakurpukur, and said Deed of Partition was prepared on 04<sup>th</sup> April 1937 and was Registered on 04<sup>th</sup> June 1937 Before the Sub Registrar at Behala and Recorded in Book No. I, Volume No. 15, Pages 181 to 195, being no. 1069 for the Year 1937.

**And Whereas** Said Kapil Chandra Ghosh during his lifetime executed a Deed of Settlement which was prepared on 24<sup>th</sup> February 1976 and Registered on 30<sup>th</sup> April 1976, before the Sub Registrar Alipore at Behala, and Recorded in Book No. - I, Volume 23, Pages 192 to 203, Being No 1153 for the year 1976 settled all his property described in the said Deed of Settlement unto and in

Shivrajhi Construction  
Partner  
S. S. Ghosh



Mr. Shivani Jain was in search of a property & after having knowledge approached APARNA MECHANICALS PRIVATE LTD to sale the subject property. Being approached the owner APARNA MECHANICALS PRIVATE LTD agreed to sale the said property in favour of Mr. Shivani Jain, PAN – ARWPS4832M. i.e. All that the land admeasuring 11 cottahs, 2 chittacks, 37 Sq. Ft. together with 17 feet common passage situate lying at Mouza Syeadpur J.L. No. 112 formally J.L. No. 12, Re. Se. No. 193, Touzi No. 31, R.S & L.R Dag No. 51 and 52, under R.S Khatian No 320, L.R. Khatian No. 2011, presently known and numbered as Municipal Premises No. 977, Motilal Gupta Road, Kolkata 700 034, Police Station – Haridevpur, within in the limits of Kolkata Municipality Corporation, Ward No. 122, District 24 Parganas (South) together with structure thereon to execute the deal an Agreement was executed between the parties on 30<sup>th</sup> Day of October 2017, with certain terms & conditions & stipulation.

**AND WHEREAS** as per stipulation the above said Mr. Shivani Jain failed to execute the deal with in the schedule period. Thereafter both parties agreed to sale the property in favour of MATA REALTY & INFRACON. wherein Mr. Shivani Jain being the agreement holder represented her as a confirming party APARNA MECHANICALS PRIVATE LTD as Vendor & MATA REALTY & INFRACON as Purchaser.

**AND WHEREAS** said APARNA MECHANICALS PRIVATE LTD with the consent of SHIVANI JAIN by virtue of a Deed of Conveyance sold, conveyed and transferred All that piece and parcel of the land measuring more or less 11 Cottahs, 2 Chittacks, 37 Sq. Ft. together with 17 feet common passage lying and situate at Mouza Syeadpur J.L. No. 112 formally J.L. No. 12, Re. Se. No. 193, Touzi No. 31, R.S Khatian No 320, L.R. Khatian No. 2011, R.S and L.R. Dag Nos. 51 and 52, presently known and numbered as Municipal Premises No. 977, Motilal Gupta Road, Kolkata 700 034, Police Station – Haridevpur, within in the local limits of The Kolkata Municipality Corporation, Ward No, 122, District 24 Parganas (South) unto and in favour of **MATA REALTY & INFRACON**

Shivani Jain  
Partner  
Aparna Rini  
Partner

and the said Deed of Conveyance was duly registered at the office of the Additional Registrar of Assurance - I, Kolkata, and recorded in its Book No. I, Volume No. 1901 – 2018, Pages From 106214 to 106249, Being No. 190102604, for the year 1962.

**AND WHEREAS** after the aforesaid purchase the said firm became the absolute owner of the aforesaid property and got the firm's name mutated in the office of the B L & L R O Sonarpur and also recorded the Firm's name in the assessment record of Rajpur - Sonarpur Municipality and since then the said property is being known and numbered as 2399, Panchpota and the said firm has been possessing and enjoying the said property by paying rates and taxes to the appropriate authority concerned.

**AND WHEREAS** Said **MATA REALTY & INFRACON**, the Owner herein, entered into an registered Development Agreement Dated 3<sup>rd</sup> Day of April 2019, with the Developer herein for construction of a G + 4-storied building at the said premises and the said agreement was duly registered at the office of the D.S.R. II, Alipore and recorded in its Book No. I, Volume No. 1602-2019, Pages from 98531 to 98582, Being No. 160202739, for the year 2019, (hereinafter called the Development Agreement) and the Owner has also executed a Development Power of Attorney in favour of the Developer which was also duly registered at the office of the D.S.R. II, Alipore and recorded in its Book No. I, Volume No. 1602-2022, Pages from 298654 to 298668, Being No. 160208540, for the year 2022,

**AND WHEREAS** the Developer submitted a G + 4 storied building plan before the Kolkata Municipal Corporation and obtained necessary sanction vide Building Plan No. 2022130282, Dated 03/02/2023, (hereinafter called and referred to as the said Plan), consisting of several self contained independent flats, shops, and car parking spaces of the said proposed new building at the said premises.

DEFINITIONS:

Shivdidi Construction  
Partner  
S. S. Raju Rani



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;

E. The Developer has registered the project under the provisions of the Act with the West Bengal Real Estate Regulatory Authority at \_\_\_\_\_ on \_\_\_\_\_ under registration no. \_\_\_\_\_.

F. The Purchaser/Allottee had applied for an apartment in the project vide application no. \_\_\_\_\_ dated \_\_\_\_\_ and has been allotted Flat no. \_\_\_\_\_ having WBRERA Area \_\_\_\_\_ square feet, Balcony Area of ..... Sq.Ft., Built up Area ..... Sq.Ft. Area including Proportionate share of common area ..... Sq.Ft. , Area to be registered ..... Sq.Ft. and ..... sq. ft. of undivided common service area totalling to ..... sq. ft. saleable area on ..... floor, ..... side in the Building "Shreeniketan" along with open Car parking no. \_\_\_\_\_ admeasuring \_\_\_\_\_ square feet in the Ground Floor \_\_\_\_\_ as permissible under the applicable law and of pro rata share in the common areas;

G. The parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;

H. 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;

I. 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;

J. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the parties, the Developer hereby agrees to sell and the Purchaser/Allottee hereby agrees to purchase the (Flat ) and the open car parking (if applicable) as specified in para G.

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

1. TERMS:

1.1 Subject to the terms and conditions as detailed in this Agreement, the Developer agrees to sell to the Purchaser/Allottee and the Purchaser/Allottee hereby agrees to purchase, the Flat as specified in Schedule B.

1.2 The Total Price for the Flat is Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only. Total Price includes

cost of apartment, cost of exclusive balcony or verandah areas, cost of exclusive open terrace areas, proportionate cost of common areas, preferential location charges, internal development charges, external development charges, cost of providing electric wiring, electrical connectivity to the apartment, lift, waterline and plumbing, finishing with paint, marbles, tiles, doors, windows, in the common areas.

Explanation:

(i) The Total price above includes the booking amount paid by the allottee to the Developer towards the (Flat or car parking space as the case may be);

Shivrajhi Construction  
Partner  
CSA  
Ajay Rani

(ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, GST, CGST, if any as per law, and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter) up to the date of handing over the possession of the Apartment.

Provide 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.

Provided further that if there is any increase in the taxes after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any; granted to the said project by the Authority, as per the Act, the same shall not be charged from the allottee.

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

(iv) The total price of Apartment includes recovery of price of construction (not only the Apartment but also) the common Areas, internal development charges, external development charges, cost of providing electric wiring, electrical connectivity to the apartment, lift, waterline and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and fire fighting equipment in the common areas, maintenance charges as

per para II etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment "Shreeniketan ".

**1.3.** The Total Price is escalation-free, save and except increases which the Purchaser/Allottee hereby agrees to pay due to increase on account of development charges payable to the competent authority and / or 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. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority as per the Act, the same shall not be charged from the Allottee.

**1.4.** The Purchaser/Allottee (s) shall make the payment plan set out in **Schedule D ("Payment Plan").**

**1.5.** 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 herein at Schedule "G" (which shall be in conformity with the advertisement, prospectus etc. on the basis of which sale is effected) in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Purchaser/Allottee as per the provisions of the Act.

Provided that the Developer may make such minor additions or alterations as may be required by the Purchaser/Allottee, or such minor changes or alterations as per the provisions of the Act.

Shrutidai Construction  
Partner  
Ravi



(iii) That the computation of the price of the FLAT includes recovery of price of construction of building, the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, etc., in the common areas, maintenance charges as per para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment "Shreeniketan " and the Project;

(iv) The Purchaser/Allottee has the right to visit the project site to assess the extent of development of the project and his apartment / plot, as the case may be.

1.9. It is made clear by the Developer and the Purchaser/Allottee agrees that the FLAT along with open Car parking as mentioned in Schedule B shall be treated as single indivisible unit for all purposes. It is agreed that the Project is an independent, self – contained Project covering the said Land mentioned in the Schedule A, and is not 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. Be it mentioned here that the Developer shall have the right to amalgamate the subject land with any other adjacent land of any other owner for extension of construction of the proposed building subject to obtaining sanction for such extended area from the competent authority but in all circumstances It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.

1.10. 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 construction 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

Shriyashi Construction  
Partner  
C.D. G. Ram Reddy

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 therefor by such authority or person.

1.11. The Allottee has paid a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) as booking amount being part payment towards the Total Price of the FLAT at the time of application the receipt of which the Developer hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the FLAT as prescribed in the Payment Plan [Schedule D] as may be demanded by the Developer within the time and in the manner specified therein; Provided that if the allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate of 15% per annum .

## 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 mentioned in Schedule D [through A/c Payee cheque / demand draft / bankers cheque or online payment (as applicable) in favour of \_\_\_\_\_ payable at \_\_\_\_\_.

## 3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

3.1. The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made there under or any statutory amendments / modification (s) made thereof 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 the statutory enactments or amendments thereof and the Rules 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 may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

3.2 The Developer accepts no responsibility in regard to matters specified in para 3.1 above. 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/Plot), 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

Shivdahi Construction  
Partner  
S. D. Agarwal







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 allotment 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 the date. The Developer shall intimate the allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the allottee, the 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 Developer, upon obtaining the occupancy certificate\* from the competent authority shall offer in writing the possession of the (Apartment/plot), to the Allottee in terms of this Agreement to be taken within two months from the date of issue of occupancy certificate. (Provided that, in the absence of local law, the conveyance deed in favour of the Allottee shall be carried out by the Developer within 3 months from the date of issue of occupancy certificate). The Developer agrees and undertakes to identify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Developer. The Allottee, after taking possession, agree(s) to pay the maintenance charges as determined by the Developer/association of allottees, as the case may be after the issuance of the completion certificate for the project. The Developer shall hand over the occupancy certificate of the (Apartment/plot) as the case may be, to the allottee at the time of conveyance of the same.

**7.3 Failure of Allottee to take possession of (Apartment/plot)** – Upon receiving a written intimation from the Developer as per para 7.2, the Allottee shall take possession of the (FLAT) from the Developer by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement. And the Developer shall give possession of the

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Partner  
S. S. Ravi



Provided that where if the Allottee does not intend to withdraw from the project, the Developer shall pay the Allottee interest at the rate mentioned herein above for every month of delay, till the handing over the possession of the (flat) which shall be paid by the Developer to the allottee within 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 Owner has absolute, clear and marketable title with respect to the said land; and the Developer has the requisite rights to carry out development work 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 Authority 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 or Authority with respect to the said land, project or the (Apartment/plot);
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the project, said Land and (Apartment/plot) are valid and subsisting and have been obtained by following due to 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 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/plot) 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 FLAT 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 FLAT to the Allottee and the common areas to the association of allottees or the competent authority, as the case may be;

(x) The Schedule Property is not the subject 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 till the completion certificate has been issued and possession of apartment, plot or building, as the case may be, along with common areas (equipped with all the specifications, Amenities and Facilities) has been handed over to the allottee and the association of allottees or the competent authority, as the case may be;

(xii) No notice from the Government or any other local body or authority or any legislative enactment, government 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.

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

9.1 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/plot) to the Allottee within the time period specified in para 7.1 or fails to complete the project within the stipulated time disclosed at the time of registration of the project with the Authority. For the purpose of this para ready to move in possession shall mean that the apartment shall be in

a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority;

(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.

9.2. 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 thereafter that the Allottee be required to make the next payment without any 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, alongwith interest at the rate prescribed in the Rules 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 prescribed in the Rules, for every month of delay till the handing over of the possession of the (flat), which shall be paid by the Developer to the allottee within forty-five days of it becoming due.

9.3 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 consecutive demands made by the Developer as per the Payment Plan annexed hereto, despite having been issued notice in that regard the allottees shall be liable to pay

interest to the Developer on the unpaid amount at the rate prescribed 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 may cancel the allotment of the FLAT in favour of the Allottee and refund the money paid to the developer by the allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated;

Provided that the Developer shall intimate the allottee about such termination at least thirty days prior to such termination.

#### 10. CONVEYANCE OF THE SAID APARTMENT:

The Developer On receipt of Total Price of the [flat] as per para 1.2 under the Apartment from the Allottee, shall execute a conveyance deed and convey the title of the FLAT together with proportionate indivisible share in land and in the Common Areas within 3 months from the date of issuance of the occupancy certificate\* and in completion certificate, as the case may be, to the allottee:

#### **COST AND EXPENSES FOR TRANSFER**

**Cost of registration:** The Purchaser shall bear and pay all cost and expenses of stamp duty, registration charges and other statutory fees and other incidental expenses in relation to preparation, execution and registration of this agreement and the proposed deed of conveyance for the transfer of the Unit(s) in favour of the Purchaser.

**Statutory taxes:** Service Tax, Works Contract Tax, Value Added Tax, GST or any other tax imposition or levy by the State Government, Central Government or any Statutory Body or Authority over/ in respect of the said Unit(s) shall be paid and cleared by the Purchaser as per the demands that

may be imposed and/or made by the authority or Developer from time to time, and in any case before taking possession of the said Unit(s).

**Documentation charges:** 1% of the Total Consideration Amount. The Purchaser shall pay 1% of the Total Consideration Amount to the Developer towards the documentation charges for preparation of this Agreement, proposed Deed of Conveyance and other necessary documents for transfer of the said Unit(s). **Rs. 10000/-** (Ten Thousand Only) shall be paid by the Purchaser upon execution of this agreement and the balance amount of the said charges shall be paid by the Purchaser on or before the execution of the proposed deed of conveyance or upon delivery of possession of the Unit(s) whichever is earlier.

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

The Developer shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of allottee upon the issuance of the completion certificate of the project.

#### 12. DEFECT LIABILITY:

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Developer as per the agreement for sale relating to such development is brought to the notice of the Developer within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the Developer's to rectify such defects within 30 days from the receipt of intimation from the purchaser without further charge, and in the event of Developer's failure to rectify such defects within such time, aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act, and if any structural defect and /or damage is/are caused by the instants of the purchaser/Allottee at any point of time in that event the developer and/or owner shall not be held responsible in any manner whatsoever. The purchaser shall be liable to

Shivkai Construction  
Partner  
S. S. Shivkai



mend such defect forthwith at his /her own cost without any reference thereto.

### 13. RIGHT TO ENTER THE APPARTMENT FOR REPAIR:

The Developer/maintenance agency/ association of allottees shall have rights of unrestricted access of all Common Areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of allottees and/or maintenance agency to enter into the [Apartment/Plot] or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

### 14. USAGE:

Use of Service Areas: The service areas, if any, as located within the building Shreeniketan, 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, 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 basement 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. COMPLIANCE WITH RESPECT TO THE APARTMENT:

15.1. Subject to para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the [flat] at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the [flat], or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any law or rules of any authority or change or alter or make additions to the flat, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair

Shrirekha Construction  
CSO  
Partner



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.

15.2. 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 façade of the Building or anywhere on the exterior of the Project, building 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 or place any heavy material in the common passage or staircase of the Building. The Allottee shall also not remove any wall including the outer and load bearing wall of the Apartment.

15.3. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Developer and thereafter the association of allottee 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.

#### 16. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:

The Parties are entering into this Agreement for the allotment of a [flat] with the full knowledge of all laws, rules, regulations, notifications applicable to the project.

#### 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, layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority(ies) and disclosed, except for as provided in the Act.

#### 18. DEVELOPERS SHALL NOT MORTGAGE OR CREATE A CHARGE:

Shirwadhi Construction  
S.D. Shirwadhi  
Partner







given by him / her which shall for all intents and purposes to consider as properly served on all the Allottees.

### 31. SAVINGS :

Any application letter, allotment letter, or any other document signed by the allottee in respect of the apartment, plot or building, as the case may be, prior to the execution and registration of this Agreement for Sale for such apartment, plot or building, as the case may be, shall not be construed to limit the rights and interests of the allottee under the Agreement for Sale or under the Act or the rules or regulations made there under.

### 32. GOVERINGLAW:

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act and Rules and Regulations made there under including other applicable 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 respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled under the Arbitration and Conciliation Act, 1996.

**ALL THAT** piece and parcel of Bastu land measuring more or less 11 Cottahs, 2 Chittacks, 37 Sq. Ft. together with 17 feet common passage lying and situate at Mouza Syeadpur J.L. No. 112 formally J.L. No. 12, Re. Se. No. 193, Touzi No. 31, R.S Khatian No 320, L.R. Khatian No. 2011, R.S and L.R. Dag Nos. 51 and 52, presently known and numbered as Municipal Premises No. 977, Motilal Gupta Road, Kolkata 700 034, Police Station – Haridevpur, within in the local limits of The Kolkata Municipality Corporation, Ward No. 122. District 24 Parganas (South), which is more specifically delineated in the site sketch.

Shrividhi Construction  
S. D. Ghosh  
Partner



**THE SCHEDULE 'D' AS REFERRED TO ABOVE**

The Purchaser / Purchasers hereby agrees to pay to the Developer a sum of **Rs. ....**/- (Rupees ..... Only) which includes the construction cost of the said flat & towards cost of undivided proportionate share of land and the same shall be paid by the Purchaser to the Developer in the manner detailed below:-

TOTAL CONSIDERATION: **Rs. ....**/- (Rupees ..... Only)

**PAYMENT SCHEDULE**

SL	PAYMENT DESCRIPTION	PAYMENT SCHEDULE
1.	On Application (as Applicable Money)	Rs. 2,00,000/- +GST
2.	At or before the execution of agreement	20% of Net Price + GST
3.	On Foundation of Said Building	10% of Net Price + GST
4.	On 1 <sup>st</sup> Floor Casting of Said Building	10% of Net Price + GST
5.	On 2 <sup>nd</sup> Floor Casting of Said Building	10% of Net Price + GST
6.	On 3 <sup>rd</sup> Floor Casting of Said Building	10% of Net Price + GST
7.	On 4 <sup>th</sup> Floor Casting of Said Building	10% of Net Price + GST
8.	On Roof Casting of said Building	10% of Net Price + GST
9.	On Brick Work of said unit	10% of Net Price + GST
10.	On Flooring of the said unit	5% of Net Price + GST
11.	On Possession / Registration (Which ever is earlier)	5% of Net Price + GST
	Total:	Rs. +GST

Rupees

**THE PURCHASER/PURCHASERS HAS/ HAVE AGREED TO PAY TO THE DEVELOPER THE FOLLWING EXTRA CHARGES :-**

Club Membership - Not Applicable

Transformer & Electricity Expenses - @ 40/- Per Sq.Ft. on Saleable Area

Reticulated Gas Bank Pipeline Expenses - Not Applicable

Formation of Association – Rs. 500/-

Shivkai Construction  
Partner  
Ravi





**THE SCHEDULE 'F' AS REFERRED TO ABOVE**

- a) The right in common with other Purchaser / Purchasers for the use of the common parts for ingress and egress.
- b) The right of passage in common with other Purchaser / Purchasers to get electricity, water connection from and to any other unit or common parts through or over the said unit as far as may be reasonably necessary for the beneficial use and occupation of the other parts of the Building.

**THE SCHEDULE 'G' AS REFERRED TO ABOVE**

Entire flooring of the Flat will be made of Floor Tiles with skirting and stairs case and landings will be cast in Marble / Glazed Tiles in the Wall of the Toilet up to 5' feet will be provided. In the Kitchen one cooking Platform of Black stone and Wall Dado of Glazed Tiles up to 2'

Height over the Platform and one Still Sink will be provided with Tap connection.

Doors : Doors shall be flush Doors with commercial Ply.

Windows : Aluminum window with Glass and Grills will be provided.

Interior walls will be finished with plaster of Paris. In the Toilet, one Western Commode with Cistern shall be provided. In addition to this, one Wash Basin with Tap connection shall be provided concealed wiring with points as under:

Bed Room: 2 Light Points, 1 Fan Point, 1 Plug point 5 (Amp)

& 1 (One) AC point in Master Bedroom.

Toilet: 1 Light Point, 1 Plug Point (15 Amp)

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CSO  
Partner  
Ravi

Kitchen: 1 Light Point, 1 Plug Points (15 Amp)

Drawing & Dining: 2 Light points, 1 Fan Point, 1 Plug Point.

Balcony: 1 Light Point.

One Calling Bell connection

N.B. If the Purchaser / Purchasers wants to make any additional works over and above the works specification as mentioned hereinabove, the Purchaser / Purchasers shall inform the Developer in writing with list of Additional Works and such additional costs shall be paid in advance.

**IN WITNESS WHEREOF** the parties hereto have set and subscribed their respective hand, seal and signature this the day, month and year first above written.

In presence of

WITNESSES:

1.

**SIGNATURE OF THE CONSTITUTED  
ATTORNEY OF THE OWNER**

2.

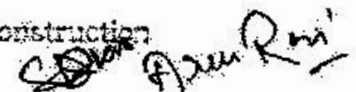
**SIGNATURE OF THE DEVELOPER**

**SIGNATURE OF THE PURCHASER**

Drafted and prepared from the office of

Alok Biswas  
Advocate  
Alipore Police Court, Kolkata- 700027

Shriwikhi Construction

  
Partner