

Agreement for Sale

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

**By and Between**

*Anand Rai*  
**SHREE CONSTRUCTION**  
Partner

*Rajesh Kumar Jha.*  
**SHREE CONSTRUCTION**  
Partner

B/11061

B/11061

**M/S. SHREE CONSTRUCTION (PAN – AEFFS5097G)**, a Partnership Firm having its office at 211, Ground Floor, Block BF-42, Shantipally, Post Office – Kasba EKT, under Police Station – Kasba, Kolkata – 700107, in the District of South 24 Parganas, represented by its Partners namely **(1) SRI ARUN RAI (PAN – AMIPR3770J, AADHAAR NO.9550 6256 6531)**, Son of Sri Shyam Milan Rai, by faith - Hindu, by Nationality - Indian, by Occupation - Business, residing at 4D/3A/1, Dharmatala Road, Ground Floor, Post Office – Kasba, under Police Station - Kasba, Kolkata - 700039, in the District of South 24 Parganas **and (2) SRI RAJESH KUMAR JHA (PAN – AHL PJ1631Q, AADHAAR NO.8415 6114 4738)**, Son of Sri Sushil Jha, by faith - Hindu, by Nationality - Indian, by Occupation - Business, residing at 55, First Floor, NDB Road, Madhya Dakshin Laskar Para, Post Office – Kasba, under Police Station – Kasba, Kolkata -700039, in the District of South 24 Parganas, hereinafter called and referred to as the **“DEVELOPER/CONFIRMING PARTY”** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor or interest) of the **FIRST PART**.

AND

**(1) SRI** -----**(PAN - -----, AADHAAR NO.-----**  
 -----), Son of Sri -----, by faith – Hindu, by Nationality –  
 Indian, by Occupation – ----- **and (2) SMT. ----- (PAN**  
 -----, **AADHAAR NO.-----)**, Wife of Sri -----  
 -----, by faith – Hindu, by Nationality – Indian, by Occupation – -----  
 --, both are residing at -----, under Post  
 Office and Police Station – -----, Kolkata – -----, in the District  
 of South 24 Parganas, hereinafter jointly called and referred to as the  
**“PURCHASERS”** (which term or expression shall unless excluded by or  
 repugnant to the subject or context be deemed to mean and include  
 their heirs, executors, successors, legal representative, administrators  
 and assigns) of the **SECOND PART**.

SHREE CONSTRUCTION  
 Partner  
 Arun Rai  
 Partner  
 Rajesh Kumar Jha

**DEFINITIONS:**

For the purpose of this Agreement for Sale, unless the context otherwise requires,-

- a) "Act" means the West Bengal Housing Industry Regulation Act, 2017 (West Ben. Act XLI of 2017).
- b) "Rules" means the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017.
- c) "Regulations" means the Regulations made under the West Bengal Housing Industry Regulation Act, 2017;
- d) "Section" means a section of the Act.

**ANDWHEREAS:**

The Owner is the absolute lawful owner of **ALL THAT** piece and parcel of land measuring more or less 15 Cottahs, 0 Chittacks, 0 Sq. Ft. together with 16 feet Road lying and situates at Mouza – Malipukuria, J.L. No.24, Touzi No.250, Revenue Survey No.193, comprised in R.S. Dag No.4/784, relating to R.S. Khatian No.149, L.R. Dag No.04, L.R. Khatian Nos.4273, 4274, 4275, 4276, 4277 and 4278, at present within the limits of Sonarpur – II Gram Panchayet, Post Office – Sonarpur, under Police Station – Sonarpur, Kolkata - 700150, Additional District Sub-Registry Office at Sonarpur, District Sub-Registry Office at Alipore, in the District of South 24 Parganas.

A. The said land is earmarked for the purpose of development of a G + 4 Storied Residential/commercial project comprising of several independents flats , shops and car parking spaces and the said project shall be known as "ShreeKunj":

B. 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 Owner regarding the said land on which project is to be constructed have been completed;

C. The South 24 Parganas Zilla Parishad has granted the commencement certificate to develop the project vide approval date: \_\_\_\_\_

SHREE CONSTRUCTION  
BANGALURU  
Partner  
Anandar  
SHREE CONSTRUCTION  
BANGALURU  
Partner  
Rajesh Kumar Jha.

D. The Developer has obtained the final layout plan, sanction plan, specifications and approvals for the project and also for the or building, as the case may be from the South 24 Parganans Zilla Parishad. The Developer agrees and

E. undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable;

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

G. 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. saleble area on ..... floor, ..... side in the Building "Shreekunj" 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;

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

I. 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;

SHREE CONSTRUCTION  
PARTNER  
Anurag Rai  
PARTNER  
Rajesh Kumar  
PARTNER  
Kumar Shro

J. 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;

K. 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);

SHREE CONSTRUCTION  
 Dr. Rajesh Kumar She  
 Partner

(ii) The Total Price above exclude taxes (consisting of tax payable by the Developer upon collecting from the purchaser 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 Flat to the Purchaser/allottee and the project to the association of allottees or the competent authority, as the case may be, after obtaining the completion certificate;

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 Developer shall periodically intimate in writing to the Purchaser/Allottee, the amount payable as stated in (i) above and the Purchaser/Allottee shall make payment demanded by the Developer within the time and in the manner specified therein. 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/Plot) 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 "ShreeKunj".

**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.

**1.6.** The Developer shall confirm to the final carpet area that has been allotted to the Purchaser/Allottee after the construction of the Building is complete

and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Developer, If there is reduction in the carpet area then the Developer shall refund the excess money by Purchaser/Allottee within forty – five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Purchaser/Allottee. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the apartment, allotted to Purchaser/Allottee, the Developer may demand that from the Purchaser/Allottee as per the next milestone of the Payment Plan as provided in Schedule D. All these monetary adjustments shall be made at the same rate per square feet as agreed in para 1.2 of this Agreement.

1.7. Subject to para 9.3 the Developer agrees and acknowledges, the Purchaser/Allottee shall have the right to the Apartment "ShreeKunj " as mentioned below:

- (i) The Purchaser/Allottee shall have exclusive ownership of the [Apartment "ShreeKunj ":
- (ii) The Purchaser/Allottee shall also have undivided proportionate share in the Common Areas as mentioned in Schedule C. Since the share interest of Purchaser/Allottee in the Common Areas is undivided and cannot be divided or separated, the Purchaser/Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them, It is clarified that the Developer shall hand over the common areas to the association of allottees after duly obtaining the completion certificate from the competent authority as provided in the Act;
- (iii) That the computation of the price of the 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,

SHREE CONSTRUCTION  
 Director  
 2H Bafner Construction Partner  
 Kalyani Kumar Shree



maintenance charges as per para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment "ShreeKunj ";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 outgoing before transferring the physical possession of the apartment to the Allottees, which it has collected from the Allottees, for the payment of outgoing (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

the project). If the Developer fails to pay all or any of the outgoing collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottes, the Developer agrees to be

SHREE-CONSTRUCTION TRUST  
 Anur Dair Rajesh Kumar Jha  
 Partner  
 SHREE-CONSTRUCTION TRUST

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

SHREERAM CONSTRUCTION  
2/2/2023  
Partner  
Shree Ram  
Kajal Kumar Shree

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

towards handing over the FLAT to the Allottee and the common areas to the association of allottees or the competent authority, as the case may be.

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

SHREYAS CONSTRUCTION PVT. LTD.  
*Anand Rai Rajesh Kumar Jha.*  
 PARTNER & CONSULTANT

The Allottee has been the inspected layout plan, specification, amenities and facilities of the Apartment/plot) and accepted the floor plan, payment plan and the specifications, amenities and facilities (annexed along with this Agreement) which has been approved by the competent authority, as represented by the Developer. The Developer shall develop the project in accordance with the said layout plans, floor plans and specifications, amenities and facilities, subject to the terms in this Agreement, the Developer undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the West Bengal Apartment Ownership Act 1972 and shall have an option to make any minor variation / alteration / modification in such plans, and in such case the Developer shall submit a new plan inserting such deviation for obtaining revised sanction from the competent authority.

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

7.1 Schedule for possession of the said FLAT – The Developer agrees and understands that timely delivery of possession of the FLAT to the Allottee and the common areas to the association of allottee or the competent authority, as the case may be, is the essence of the Agreement. The Developer assures to hand over possession of the FLAT along with ready and complete common areas with all specifications, amenities and facilities of the project in place on 31-12-2027 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 be entitled to the extension of time for delivery of possession of the (Apartment/plot).

Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee 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

PARTNER  
 SHREE CONSTRUCTION  
 2H Partner  
 Shree Var  
 Rajesh Kumar  
 Shree

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

FLAT to the Allottee. In case the Allottee fails to take possession within the time provided in para 7.2, such Allottee shall continue to be liable to pay maintenance charges as specified in para 7.2.

**7.4 Possession by the Allottee**– After obtaining the occupancy certificate and handing over possession of the(FLAT) to the Allottees, it shall be the responsibility of the Developer 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;

**7.5 Cancellation by Allottee** – The Allottee shall have the right to cancel/withdraw his allotment in the project as provided in the Act:

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

**7.6 Compensation:** The Developer shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for 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 Developer fails to complete or is unable to give possession of the (Apartment/plot) (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 allottees, in case the Allottee wishes to withdraw from the project without prejudice to any other remedy available, to return to total amount received by him in respect of the (flat), with interest at the rate of 15% per annum within forty-five days of it becoming due;

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:

SHREE CONSTRUCTION  
Partnership Firm  
K. Srinivas  
K. Srinivas Kumar  
K. Srinivas

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;

SHREE CONSTRUCTION  
 Partner  
 Anur. Devi Rajesh Kumar Jha.  
 Partner

(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.

SHREE CONSTRUCTION PARTNER  
 Partner  
 Shree K. Rajesh Kumar Shree



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:

SHREE CONSTRUCTION  
 Anuraj Rajish Kumar Jha  
 Partner  
 SHREE CONSTRUCTION

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.

SHREE CONSTRUCTION  
 PARTNER  
 SHREE CONSTRUCTION  
 PARTNER

### 11. MAINTENCE 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

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.

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Amun Devi Rajesh Kumar Sharma  
Partner  
SHREE CONSTRUCTION

#### 14. USAGE:

**Use of Service Areas:** The service areas, if any, as located within the building ShreeKunj, 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 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.

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 Partner E-CONSTRUCTION Partner  
 Dhruv K. Jayid Kumar Shro

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. COMPLAINE 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:**

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 was taken or agreed to take such Apartment/Plot/Building

**19. APARTMENT OWNERSHIP ACT (OR THE RELEVANT STATE 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.

**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,

SHREE CONSTRUCTION Pvt. Ltd.  
Anuraj Rayish Kumar Jha  
PROJECT CONSULTANT

the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30(thirty) Days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar (specify the address of the 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 Sub-Registrar for its registration as and when intimated by the Developer, then Developer shall serve a notice to 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. ENTIRE AGREEMENT:**

This Agreement, along with its schedules, constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes any and all understanding, any other agreement latter,

correspondence, arrangement 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 herein and the obligations arising hereunder in respect of the [flat] and the Project shall equally be applicable to and enforceable against and by any subsequent Allottee of the [flat], in case of a transfer, as the said obligations go along with the [flat] for all intents and purposes.

**24. SEVERABILITY:**

If any provisions of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under

SHREE CONSTRUCTION  
 Director  
 Rajiv Kumar Singh  
 2 Partner CONSTRUCTION Partner

or under 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 may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

**25. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERED 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 [flat] bears to the total carpet area of all the [flat] in the Project.

**27. FURTHER ASSURANCES:**

Both Parties agree that they shall execute, acknowledge and deliver to the other such instrument and take such other actions, in additions to the instrument and actions specially provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or 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:**

The execution of this Agreement shall be completed only 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 \_\_\_\_\_ 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 Sub-Registrar at Alipore. Hence this Agreement shall be deemed to have been executed at Kolkata

**29. NOTICES:**

That all notices to be served on the Allottee and the Developer as contemplated by this Agreement shall be deemed to have duly served if sent

SHREE CONSTRUCTION  
 Partner  
 Anuraj Ray  
 Partner  
 SHREE CONSTRUCTION

to the Allottee or the Developer by Registered Post at their respective address specified below:

Name of Allottee \_\_\_\_\_  
 (Allottee Address) M/s \_\_\_\_\_ Developer  
 Name \_\_\_\_\_ (Developer Address)

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

### 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. **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 constructed 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. **GOVERING LAW:**

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act and Rules and Regulations made there under including other applicable laws of India for the time being in force.

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 Partner SHREE CONSTRUCTION  
 Anand Kati Rajesh Kumar



### 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 15 Cottahs, 0 Chittacks, 0 Sq. Ft. together with 16 feet Road lying and situate at Mouza – Malipukuria, J.L. No.24, Touzi No.250, Revenue Survey No.193, comprised in R.S. Dag No.4/784, relating to R.S. Khatian No.149, L.R. Dag No.04, L.R. Khatian Nos.4273, 4274, 4275, 4276, 4277 and 4278, at present within the limits of Sonarpur – II Gram Panchayet, Post Office – Sonarpur, under Police Station – Sonarpur, Kolkata - 700150, Additional District Sub-Registry Office at Sonarpur, District Sub-Registry Office at Alipore, in the District of South 24 Parganas, which is more specifically delineated in the site sketch map or plan depicted with Red border line attached hereto and which is butted and bounded as Follows:-

**On the North:** By R.S. Dag No.4/784  
**On the South:** By R.S, Dag No.1714  
**On the East :** By R.S. Dag No.04  
**On the West:** By 16' Feet wide Road.

### THE SCHEDULE 'A' AS REFERRED TO ABOVE

ALL THAT complete residential flat being Flat No ....., on the .... Floor, Containing **wbrera** area of ..... Sq.Ft. be the same a little more or less consisting of Two Bed Room, One Kitchen, Drawing cum Dining, Two Toilet, One Balcony, along with undivided common service area, on the ..... side of the New Building, "**ShreeKunj**" together with undivided variable proportionate share of land attributable thereto more fully mentioned in the

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 Partner  
 Partner  
 Partner

Schedule 'A' herein above with in the local limits of Mouza – Malipukuria, J.L. No.24, Touzi No.250, Revenue Survey No.193, comprised in R.S. Dag No.4/784, relating to R.S. Khatian No.149, L.R. Dag No.04, L.R. Khatian Nos.4273, 4274, 4275, 4276, 4277 and 4278, at present within the limits of Sonarpur – II Gram Panchayet, Post Office – Sonarpur, under Police Station – Sonarpur, Kolkata - 700150, Additional District Sub-Registry Office at Sonarpur, District Sub-Registry Office at Alipore, in the District of South 24 Parganas which is more fully delineated in the site sketch map or plan depicted with RED border lines attached hereto.

### THE SCHEDULE 'B' AS REFERRED TO ABOVE

The Common passage on the ground floor, except car parking space unless specifically mentioned, overhead water tank, deep-tube well or underground water reservoir, Water pump, water pipes and other common plumbing installations, Drainage and sewers, Boundary walls and main gate, Stairs, Stairs landings of all floors, Roof, Lift, Lift Well, Care taker Room if any, Such other common facilities specified by the Developer expressly to be common parts of the said New building.

M/S SHREE CONSTRUCTION  
 Rajesh Kumar Jha  
 Partner

### THE SCHEDULE 'C' 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

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

Club Membership - Not Applicable

Transformer & Electricity Expenses - @ Rs 70000- one time

Reticulated Gas Bank Pipeline Expenses - Not Applicable

Formation of Association – Not Applicable

**PAYMENT SCHEDULE OF EXTRA CHARGES**

100% + GST	On Possession / Registration (Which ever is Earlier) of said Flat
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**DEPOSIT**

Maintenance Deposit presently estimated Re 1.00/- Per Sq.Ft. on Saleable area per month, The Purchaser / Purchasers has / have agreed to pay in advance 12 months deposit at the time of possession and or registration whichever is earlier.

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Rajesh Kumar Jha (+) Director  
Partner

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

**(COMMON EXPENSES)**

- i. All costs and maintenance, white washing, repairing, redecorating, painting, repainting, renovating and replacing the common parts and also the outer walls of the said Building.
- ii. Insurance premium for insuring the said Building against earth-quake, lightening, riot, damage etc.
- iii. The Purchaser / Purchasers shall pay proportionate amount for installation of Transformer and the Purchaser / Purchasers shall also pay additionally for individual electric meter for getting electricity connection and any other statutory expenses.
- iv. All expenses and outgoings as may be deemed by the Developer and/or association/committee to be formed by the Developer to protect the rights of the Purchasers/Owners.
- vi. All expenses referred to above shall be borne and paid proportionately by the Purchaser / Purchasers on and from the date of taking possession of their respective unit.

**THE SCHEDULE 'E' 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 'F' 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)

**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.

SHREE CONSTRUCTION  
*Arundha*  
Partner  
*Rajish Kumar Jha*  
Partner

**SIGNATURE OF THE DEVELOPER**

**SIGNATURE OF THE PURCHASER**

SHREE CONSTRUCTION  
*Rajish Kumar Jha*  
Partner

Drafted and prepared from the office of

Prabhat Kumar Maji  
Advocate  
Alipore Police Court, Kolkata- 700027