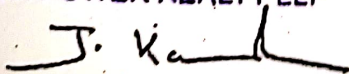


**AGREEMENT FOR SALE**

**THIS AGREEMENT FOR SALE** executed on this the ..... day of  
....., 2024 (Two Thousand Twenty Four);

**BY AND BETWEEN**

SUN POWER REALTY LLP



Designated Partner / Partner

**SUN POWER REALTY LLP**, having PAN: ADFFS8986D, a partnership firm, registered under the Indian Partnership Act, 1932, having its principal place of business at 21/4, Aswini Dutta Road, Kolkata - 700029, represented by one of its Partner **MR. JAY S. KAMDAR**, (Aadhar no. 7074 3050 7318, PAN: AKWPK2270L), hereinafter referred to as the "Promoter" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners) of the **FIRST PART**.

**AND**

(1.) Mr./Ms. \_\_\_\_\_, (Aadhar no. \_\_\_\_\_, PAN: \_\_\_\_\_) son/daughter of \_\_\_\_\_, aged about \_\_\_\_\_,

(2.) Mr./Ms. \_\_\_\_\_, (Aadhar no. \_\_\_\_\_, PAN: \_\_\_\_\_) son/daughter of \_\_\_\_\_, aged about \_\_\_\_\_, residing at \_\_\_\_\_, hereinafter called the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees) of the **SECOND PART**.

**AND**

**SHRI TULSI DAS CHATTAPADHAYA alias CHATTERJEE**, having PAN: ACLPC9127H, Aadhaar No. 7185 7016 3121, son of Late Naresh Chandra Chatterjee, by creed: Hindu, Indian by National, by occupation: Retired Central Government Employee, residing at 28, Sri Ram Dhang Road, Salkia, Post Office: Salkia, Police Station: Malipanchghara, District: Howrah, Pin: 711106, hereinafter

collectively called and referred to as “the **OWNER/CONFIRMING PARTY**” (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include each of their respective heirs, executors, administrators, representatives and assigns) of the **THIRD PART**, being represented by their constituted attorney **SUN POWER REALTY LLP**, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at 21/4, Aswini Dutta Road, Kolkata - 700029, represented by one of its Partner **MR. JAY S. KAMDAR**, son of late Sharad H Kamdar of 38A/26, Jyotish Roy Road, Post Office: New Alipore, Police Station: Behala, Kolkata – 700053, appointed by virtue of a registered Development Power of Attorney dated 15<sup>th</sup> November, 2019, which was duly registered at the office of the Additional District Sub-Registrar at Howrah, and recorded in Book No. I, Volume No. 0502-2019, Pages 310839 to 310872, Being No. 050208934 for the year 2019.

**WHEREAS:**

- A.** The Party hereto the First Part entered into an Agreement with Party hereto of the Third Part for Development of their landed property situate and lying at 28, Sri Ram Dhang Road, Salkia, Post Office: Salkia, Police Station: Malipanchghara, District: Howrah, Pin: 711106, as per terms & conditions as set forth in the said Development Agreement which was registered in the Office of the Additional District Sub-Registrar at Howrah and recorded in Book No. I, Volume No. 0502-2019, Pages 305846 to 305908, Being No. 050208812 for the year 2019.
- B.** The party hereto the **THIRD PART** also executed a Development Power of Attorney on 15<sup>th</sup> November, 2019, which was duly

registered at the office of the Additional District Sub-Registrar at Howrah, and recorded in Book No. I, Volume No. 0502-2019, Pages 310839 to 310872, Being No. 050208934 for the year 2019, in favour of Promoter and empowered to do all acts, deeds and things regarding Development of the said land.

- C.** The said land is earmarked for the purpose of building a (commercial/residential/any other purpose) project, comprising at present G+III with the right to construct further storied as per sanction building plan to be sanctioned by the HMC in future and said project shall be known as **SUN MELUHA**.
- D.** The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the said land on which Project is to be constructed have been completed.
- E.** The **HOWRAH MUNICIPAL CORPORATION** has granted the commencement certificate to develop the Project vide approval dated bearing no. B.R.C. No. 18/20-21, dated 10-12-2021.
- F.** The Promoter has obtained the final layout plan approvals for the Project from **HOWRAH MUNICIPAL CORPORATION**. The Promoter agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with section 14 of the Act and other laws as applicable, subject to minor alteration as will be required for Development.
- G.** The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at \_\_\_\_\_no.\_\_\_\_\_;on\_\_\_\_\_under registration.

- H.** The Allottee had applied for an apartment in the Project vide application no. ...., dated ..... and has been allotted Apartment No. ...., having carpet area of ..... sq.ft., type ....., on ..... Floor in **SUN MELUHA** along with garage/closed parking no. \_\_\_admeasuring\_\_\_square feet in the.....,as permissible under the applicable law and of pro rate share in the common areas ("Common Areas") as defined under clause(n) of Section 2 of the Act (hereinafter referred to as the "Apartment" more particularly described in Schedule A and the floor plan of the apartment is annexed hereto and marked as Schedule B);
- I.** The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- J.** The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;
- K.** The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- L.** In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee/s hereby agrees to purchase the [Apartment] and the garage/closed

parking (if applicable) as specified in **SCHEDULED : B**;

**NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL REPRESENTATION, COVENANTS, ASSURANCES, PROMISES AND AGREEMENT CONTAINED HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES AGREE** as follows:

**1. TERMS:-**

1.1 Subject to the terms & conditions as detailed in this Agreement, the Promoter hereby agrees to sell to the Allottees and the Allottees hereby agree to purchase the Apartment as specified in **SCHEDULED B**.

1.2 The Total Price for the Apartment based on the carpet area is Rs. ....../- (Rupees.....)only (excluding GST)("Total Price") :-

|   |   |
|---|---|
| Application No. ....dated ..... and has been allotted Apartment No. .... having carpet area of ..... (.....) Square Feet (super built up area ..... sq.ft.), Type: "....." on the ..... Floor at its ..... side & one Parking space of the new Building named " <b>SUN MELUHA</b> " | Rate of Apartment @ Rs. .... only per Square Feet (approximately) |
| Total Price (Rupees .....)Only.   | Rs. ....../- (including 1 parking space)                          |

**Explanation:-**

(i) The Total Price above includes the booking amount paid by the Allottees to the Promoter towards the Apartment.

- (ii) The Total Price above excludes Taxes (consisting of tax paid or payable by the Promoter 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 Promoter, by whatever name called) up to the date of the handing over the possession of the Apartment to the Allottees and the Project to the association of Allottees or the competent Authority, as the case may be, after obtaining the completion certificate. Provided that in case there is any change/ modification in the taxes, the subsequent amount payable by the Allottees to the Promoter 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 **SCHEDULE** 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 Allottees.
- (iii) The Promoter shall periodically intimate to the Allottees, the amount payable as stated in (i) above and the Allottees shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottees 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 land, construction of, not only the Apartment but also, 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, fire detection and firefighting equipment in the common areas, maintenance charges as per Para. II

etc. and includes cost for providing all other facilities, amenities and specification to be provided within the Apartment and the Project.

- 1.3 The Total Price is escalation free, save and except increases which the Allottees hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority, from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottees for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said Notifications/ Orders/ Rules/ Regulations to that effect along with the demand letter being issued to the Allottees, 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 **SCHEDULE** 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 Allottees.
- 1.4 The Allottees shall make the payment as per the payment plan set out in **SCHEDULE“C”** (“PAYMENT PLAN”).
- 1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottees by discounting such early payments @ \_\_\_\_% per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottees by the Promoter.
- 1.6 It is agreed that the Promoter shall not make any addition and alteration in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at



**SCHEDULE 'D'** and **SCHEDULE 'E'** (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the Apartment/ Building, as the case may be, without the previous written consent of the Allottees as per the provisions of the Act. Provided that the Promoter may make such minor additions or alterations as may be required by the Allottees, or such minor changes or alterations as per the provisions of the Act. The Allottee/s given prior consent at the time of execution of this agreement that promoter shall have the right to construct further storey/storeys over and above G+III after getting sanctioned from the K.M.C and for which Allottee/s shall have the consent and shall not raise any objection in any manner whatsoever.

- 1.7 The Promoter shall confirm to the final carpet areas that has been allotted the Allottees after in construction of the Building is complete and the Occupancy Certificate the granted by the competent Authority, by furnishing details of the charges, if any in the carpet area. The Total Price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction over and above 3% in the carpet area than the Promoter shall refund the excess money paid by Allottees within 45 (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 Allottees. 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 the Allottees, the Promoter may demand that from the Allottees as per the next milestone of the Payment Plan as provided in **SCHEDULE 'C'**. All these monetary adjustments shall be made at the same rate per square feet as agreed in Para 1.2 of this Agreement.
- 1.8 Subject to Para 9.3 the Promoter agreed and acknowledges, the Allottees shall have the right to the Apartment as mentioned below:-

- (i) The Allottees shall have exclusive ownership of the Apartment.
  - (ii) The Allottees shall also have undivided proportionate share in the common areas. Since the share/ interest of Allottees in the common areas is undivided and cannot be divided or separated, the Allottees shall use the common areas, along with other occupants and maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall handover the common areas to the association of Allottees after duly obtaining the completion certificate from the competent Authority as provided in the Act.
  - (iii) That the computation of the price of the Apartment includes recovery of price of land, construction of 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, fire detection and firefighting equipment in the common areas, maintenance charges as per Para 11 etc. and includes cost for providing all other facilities, amenities and specification to be provided within the Apartment and the Project.
  - (iv) The Allottees has the right to visit the Project site to assess the extent of development of the Project and his Apartment, as the case may be.
- 1.9 It is made clear by the Promoter and the Allottees agree that the Apartment shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/ combined with any other project in its vicinity or otherwise accept for the purpose of integration

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

1.11 The Allottees has paid a sum of Rs. ....../- (Rupees .....)

only as booking amount being part payment towards the Total Price of the Apartment at the time of application the receipt of which the Promoter hereby acknowledges and the Allottees hereby agrees to pay the remaining price of the Apartment as prescribed in the payment plan at **SCHEDULE 'C'** as may be demanded by the Promoter within the time and manner specified therein. Provided that if the Allottees delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules.

2. **MODE OF PAYMENT :-**

Subject to the terms of the agreement and the Promoter abiding by the construction milestones, the Allottees shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the payment plan through account payee cheque / demand draft/ banker's cheque or online payment (as applicable) in favor of **SUN POWER REALTY LLP.**, payable at Kolkata.

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

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

The Promoter accepts no responsibility in this regard. The Allottees shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottees subsequent to the signing of this Agreement, it shall be the sole

responsibility of the Allottees to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottees and such third party shall not have any right in the application/allotment of the said apartment applied for herein in anyway and the Promoter shall be issuing the payment receipts in favour of the Allottees only.

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

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

5. **TIME IS ESSENCE :-**

The Promoter shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the [Apartment/ Plot] to the Allottees and the common areas to the Association of Allottees or the competent authority, as the case may be.

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

The Allottees has seen the proposed layout plan, specifications, amenities and facilities of the Apartment/ Plot and accepted the floor plan, payment plan and the specification, amenities and facilities annexed along with this Agreement which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities, Subject to the

terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent authorities and shall also strictly abide by the bye-laws, FAR, and density norms and provisions prescribed by the “**REAL ESTATE (REGULATION & DEVELOPMENT) ACT, 2016**” and shall not have an option to make any variation/ alteration/ modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of this Agreement.

7. **POSSESSION OF THE APARTMENT:-**

- 7.1 **SCHEDULE FOR POSSESSION OF THE SAID APARTMENT:** The Promoter agrees and understands that timely delivery of possession of the [Apartment] to the Allottees and the common areas to the Association of Allottees or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to handover possession of the [Apartment/ Plot] along with ready and complete common areas with all specifications, amenities and facilities of the Project in place on 31<sup>st</sup>. December, 2025 unless there is delay or failure due to war, flood, drought, fire, pandemic, cyclone earthquake or any other calamity caused by nature effecting the regular development of the real estate project (“*Force Majeure*”). If, however, the completion of Project is delayed due to the *Force Majeure* conditions then the Allottees agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment. Provided that such *Force Majeure* conditions are not of a nature which make it impossible for the contract to be implemented. The Allottees agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to *Force Majeure* conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottees the entire amount received by the Promoter from the Allotment within 45 days from that date. The Promoter shall intimate the Allottees about such termination at

least thirty days prior to such termination. After refund of the money paid by the Allottees, the Allottees agreed that he/ she shall not have any rights, claims etc. against the Promoter and the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2 **PROCEDURE FOR TAKING POSSESSION:** The Promoter, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the [Apartment/ Plot], to the Allottees in terms of this Agreement to be taken within 2 (two) months from the date of issue of occupancy certificate. [Provided that, in the absence of local law, the conveyance deed in favor of the Allottees shall be carried out by the Promoter within three months from the date of issue of occupancy certificate]. The Promoter agrees and undertakes to indemnify the Allottees in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottees, after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/ Association of Allottees, as the case may be, after the issuance of completion certificate for the Project. The Promoter shall handover photo copy of the occupancy certificate of the Apartment/ Plot, as the case may be, to the Allottees at the time of conveyance of the same.

7.3 **FAILURE OF ALLOTTEES TO TAKE POSSESSION OF APARTMENT**  
: Upon receiving a written intimation from the Promoter as per Para 7.2 above, the Allottees shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoter shall give possession of the Apartment to the Allottees. In case the Allottees fails to take possession within the time provided as per Para 7.2 above, such Allottees shall continue to be liable to pay maintenance charges as specified under Para 7.2 above.

- 7.4 **POSSESSION BY THE ALLOTTEES** :After obtaining the occupancy certificate\* and handing over physical possession of the Apartment to the Allottees, it shall be the responsibility of the Promoter to handover the necessary documents and plan, including common areas to the Association of Allottees or the competent authority, as the case may be, as per the local laws: [Provided that, in the absence of any local law, the Promoter shall handover the necessary documents and plans, including common areas, to the Association of Allottees or the competent authority, as the case may be, within thirty days after obtaining the completion certificate].
- 7.5 **CANCELLATION BY ALLOTTEES**: The Allottees shall have the right to cancel/withdraw his allotment in the Project as provided in the Act. Provided that where the Allottees proposes to cancel/withdraw from the Project without any fault of the Promoter, the Promoter herein is entitled to forfeit the booking amount paid for the allotment (excluding GST). The balance amount of money paid by the Allottees shall be returned by the Promoter to the Allottees within 45(Forty-Five) days of such cancellation (excluding GST).
- 7.6 **COMPENSATION**–The Promoter shall compensate the Allottees in case of any loss, caused to him due to defective title of the land, on which the Project is being developed or has been developed, in the manner as provided under the Act and the claim for the interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force. Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the said Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified in Para 7.1 above; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the provisions of the Act; or for any other reason; the Promoter shall be liable, on demand to the Allottees, in case the Allottees



wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, with interest including compensation in the manner as provided under the Act within forty-five days of it becoming due: Provided that where if the Allottees does not intent to withdraw from the Project the Promoter shall pay the Allottees interest for every month of delay, till the handing over of the possession of the Apartment, which shall be paid by the Promoter to the Allottees within 45(Forty-Five) days of it becoming due.

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

The Promoter hereby represents and warrants to the Allottees as follows :-

- (i) The Promoter has absolute, clear and marketable title with respect to the said Land and the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project;
- (iv) There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the Apartment.
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Apartment and common areas;

- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottees created herein, may prejudicially be affected;
- (vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said [Apartment/Plot] which will, in any manner, affect the rights of Allottees under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottees in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottees and the common areas to the association of Allottees or the competent authority, as the case may be;
- (x) The Schedule Property is not the subject matters of any HUF and that no part thereof is owned by any minor and /or no minor has any right, title and claim over the Schedule Property;
- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent authorities till the completion certificate has been issued and possession of the Apartment along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottees and the Association of Allottees or the competent authority, as the case may be;

- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project.
- (xiii) That the property is not Waqf property.

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

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

- (i) The Promoter fails to provide ready to move in possession of the [Apartment /Flat] to the Allottees within the time period specified in Para 7.1 above in this Agreement 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 Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made there under.

9.2 In case of default by the Promoter under the conditions listed above, Allottees is entitled to the following:-

- (i) Stop making further payments to the Promoter as demanded by the Promoter. If the Allottees stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottees be required to make the next payment without any interest; or
- (ii) The Allottees shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottees under any head whatsoever towards the purchase of the Apartment, along with interest within forty-five days of receiving the termination notice: Provided that where an Allottees does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Apartment, which shall be paid by the Promoter to the Allottees within 45 (Forty-Five) days of it becoming due.

9.3 The Allottees shall be considered under a condition of default, on the occurrence of the following events:

- (i) In case the Allottees fails to make payments for 6 (Six) consecutive demands made by the Promoter 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 Promoter on the unpaid amount at the rate prescribed in the Rules.
- (ii) In case of default by Allottees under the conditions listed above continues for a period beyond 6 (Six) consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the [Apartment in favour of the Allottees and refund the money paid to him by the Allottees by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand

terminated :Provided that the Promoter shall intimate the Allottees about such termination at least thirty days prior to such termination.

10. **CONVEYANCE OF THE SAID APARTMENT/ POLT** :-The Promoter, on receipt of Total Price of the Apartment as per Para 1.2 under the Agreement from the Allottees shall execute a conveyance deed and convey the title of the Apartment together with proportionate indivisible share in common areas within three months from the date of issuance of the occupancy certificate and the completion certificate, as the case may be, to the Allottees: [Provided that, in absence of local law, the conveyance deed in favour of the Allottees shall be carried out by the Promoter within three months from the date of issue of occupancy certificate].However, in case the Allottees fails to deposit the stamp duty, registration charges within the period mentioned in the demand notice, letter, the Allottees authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Promoter is made by the Allottees.
11. **MAINTENANCE OF THE SAID BUILDING/ APARTMENT/ PROJECT**: - The Promoter shall be responsible for providing and maintaining the essential services in the Project, till the taking over of the maintenance of the Project by the Association of Allottees upon the issuance of the completion certificate of the Project. The cost of such maintenance has been included in the Total Price of the Apartment. After handing over possession to the Allottees, the responsibility of the Promoter shall come to an end, in respect of maintaining the essential services, in 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 Promoter as per this Agreement relating to such development is brought to the notice of the Promoter within a

period of five years by the Allottees from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within thirty days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

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

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

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

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

15. **USAGE:-**

**USE OF SERVICE AREAS** :- The service areas, if any, as located within the (**SUN MELUHA**), shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-

station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottees shall not be permitted to use the services areas and in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for used by the Association of Allottees for rendering maintenance services.

**16. COMPLIANCE WITH RESPECT TO THE APARTMENT :-**

16.1 Subject to Para 12 above, the Allottees shall, after taking possession, be solely responsible to maintain the said Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the said building Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the said Apartment, and keep the said Apartment, its walls and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the building is not in any way damaged or jeopardized.

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

building. The Allottees shall also not remove any wall, including the outer and load wall of the Apartment.

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

17. **COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:-**The Parties are entering into this Agreement for the allotment of a Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the Project.

18. **ADDITIONAL CONSTRUCTIONS** :-The Promoter undertakes that it has no right to make additions or to put up additional structure anywhere in the Project after the building plan, and also its revised plan, layout plans sanction plan and specifications, amenities and facilities has been approved by the competent authorities and disclosed, except for as provided in the Act.

19. **PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:-**After the Promoter executes this Agreement he shall not mortgage or create a charge on the said Apartment 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 for charge shall not affect the right and interest of the Allottees who has taken or agreed to take such Apartment.

20. **APARTMENT OWNERSHIP ACT (OR THE RELEVANT STATE ACT) :-** The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the “**APARTMENT OWNERSHIP**



**ACT**". The promoter showing compliance of various laws/regulations as applicable in "**APARTMENT OWNERSHIP ACT**".

21. **BINDING EFFECT**:-Forwarding this Agreement to the Allottees by the Promoter does not create a binding obligation on the part of the Promoter or the Allottees until, firstly, the Allottees signs and delivers this Agreement with all the Schedules along with the payments due as stipulated in this payment plan within thirty days from the date of receipt by the Allottees and secondly, appears for registration of the same before the concerned Sub-Registrar and Registrar of Assurances, Kolkata as and when intimated by the Promoter. If the Allottees fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottees and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottees for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottees, application of the Allottees shall be treated as cancelled and all sums deposited by the Allottees in connection therewith including the booking amount shall be returned to the Allottees without any interest or compensation whatsoever.
  
22. **ENTIRE AGREEMENT**: - This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof. and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Apartment/ Plot/ Building, as the case may be.
  
23. **RIGHT TO AMEND**: - This Agreement may only be amended through written consent of the Parties.

24. **PROVISIONS OF THIS AGREEMENT APPLICABLE ALLOTTEES /**

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

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

25.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as said out in this Agreement waive the breach by the Allottees in not making payments as per the payment plan [**ANNEXURE** : 'C'] including waving the payment of interest for delayed payment. It is made clear and so agreed by the Allottees that exercise of discretion by the Promoter in the case of one Allottees shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottees.

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

26. **SEVERABILITY:-** If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to the Act or the Rules and Regulations made there under or the applicable law, as the case may be, and remaining provisions of this Agreement shall

remain valid and enforceable as applicable at the time of execution of this Agreement.

27. **METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:-**Wherever in this Agreement it is stipulated that the Allottees has to make any payment, in common with other Allottees in the Project, the same shall be the proportion which the carpet area of the Apartment bears to the total carpet area of all the Apartments in the Project.
28. **FURTHER ASSURANCES:** - Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.
29. **PLACE OF EXECUTION:-** The execution of this Agreement shall be completed only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottees after the Agreement is duly executed by the Allottees and the Promoter or simultaneously with the execution the said Agreement shall be registered at the Office of the Additional District Sub-Registrar at Howrah and Registrar of Assurances, Kolkata. Hence this Agreement shall be deemed to have been executed at Kolkata.
30. **NOTICES** :-That all the notices to be served on the Allottees and the Promoter as contemplated by this Agreement shall be deemed to have

been duly served if sent to the Allottees or the Promoter by registered post at their respective addresses specified below :-

|   |                  |
|---|------------------|
| <b>M/S. SUN POWER REALTY LLP.</b>                 | 1.....<br>2..... |
| Address : 21/4, Aswini Dutta Road, Kolkata-700029 | Address: .....   |

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

31. **JOINT ALLOTTEES:-**

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

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

33. **DISPUTE RESOLUTION:-**All or any dispute arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussions, failing which the same shall be settled under Arbitration and Conciliation Act 1996.

**SCHEDULED : A****(DESCRIPTION OF THE SAID PROPERTY)**

**ALL THAT** piece and parcel of land measuring an area of 5 (Five) cottahs be the same a little more or less together with G+III storied building (under construction) standing thereon, situate and lying at Mouza: Malipanchghara, J.L. No. 1, under L.R. Khatian No. 436 appertaining to L.R. Dag No. 16, being known and numbered Municipal Holding No. 28, Shri Ram Dhang Road, Police Station : Malipanchghara, Post Office: Salkia, Howrah : 711106, within the limits of the Howrah municipal corporation, under Ward No. 04, Additional District Sub-Registry Office at Howrah, together with all right, title, interest and right of easement attached thereto and the entire property is bounded by :

ON THE NORTH : 49, Stall Kart Lane:  
 ON THE SOUTH : Sri Ram Dhang Road:  
 ON THE EAST : Stall Kart Lane:  
 ON THE WEST : Holding No. 28, Sri Ram Dhang Road:

**SCHEDULED : B****(DESCRIPTION OF THE SAID UNIT)**

**ALL THAT** a self-compact and contained Flat bearing **Flat No .....**, having carpet area of ..... square feet area (super built up area ..... sq.ft.) more or less on the ..... floor at its ..... side &..... of the new building named "**SUN MELUHA**" being the then Known and numbered Municipal Holding No. 28, Shri Ram Dhang Road, Police Station : Malipanchghara, Post Office: Salkia, Howrah : 711106, within the limits of the Howrah Municipal Corporation, under Ward No. 04.

**SCHEDULED : C****(Payment Plan)**

| Sl. | Particulars   | Amount Payable                     |
|-----|---|------------------------------------|
| 1.  | On Booking  | 5 Lakh plus G.S.T.                 |
| 2.  | On Agreement  | 20% (less booking amount) plus GST |
| 3.  | On Completion of Foundation                         | 15% plus G.S.T.                    |
| 4.  | On Completion of Ground Floor Roof Casting          | 7.5% plus G.S.T.                   |
| 5.  | On Completion of 1st Floor Roof Casting             | 10% plus G.S.T.                    |
| 6.  | On Completion of 2 <sup>nd</sup> Floor Roof Casting | 10% plus G.S.T.                    |
| 7.  | On completion of 3 <sup>rd</sup> Floor Roof Casting | 7.5% plus G.S.T.                   |
| 8.  | On Completion of 4 <sup>th</sup> Floor Roof Casting | 7.5% plus G.S.T.                   |
| 9.  | On Completion of Brick Work of the Floor            | 7.5% plus G.S.T.                   |
| 10. | On Completion of Inside Plaster of the Unit         | 5% plus G.S.T.                     |
| 11. | On Completion of Flooring of the Unit               | 5% plus G.S.T.                     |
| 12. | On Possession                                       | 5% plus G.S.T.                     |
|     | Total   | 100% Plus G.S.T.                   |

**SCHEDULE - 'D'****(DESCRIPTION OF SPECIFICATION)**❖ **BUILDING** :-

Building designed or R.C.C. foundation of multistoried.

❖ **FOUNDATION** :-

Building designed of R.C.C. foundation.

❖ **STEEL** :-

Standard quality available in the market.

❖ **CEMENT** :-

Standard quality available in the market.

❖ **STONE CHIPS** :-

Standard quality available in the market.

❖ **SAND** :-

Course sand and other sand shall be required.

❖ **BRICKS** :-

1<sup>st</sup>. and 2<sup>nd</sup>. class available in the market.

❖ **FLOORING** :-

Bed rooms, toilet, drawing/dining will be finished with vitrified tiles.

❖ **TOILET** :-

Toilet will be of tiles flooring with 6' high glaze tile all around.

❖ **PAINTING** :-

All internal walls will be finished the plaster of Paris. All external painting will be with cement based paints.

❖ **SANITARY** :-

All internal pipe line will be concealed type. Soil lines are to be connected to underground, drainage pipes terminating in corporation line, basin, commodes with standard fittings.

❖ **WATER SUPPLY** :-

Water will be supplied from the supply of Kolkata Municipal Corporation.

❖ **DOORS** :-

All doors will be made up of commercial flash doors.

- ❖ **WINDOWS** :-  
Aluminum sliding with glass fittings.
- ❖ **ELECTRICAL** :-  
Electrical points for AC, light, fan, and refrigerator.
- ❖ **WORKS** :-  
P.V.C. wiring and complete with distribution board sub-distribution board, switch board with switches and 5 & 25 Amp. Plug point, electrical points will be provided as per design given by architect.
- ❖ **ELECTRICAL** :-  
All conceal wiring.
- ❖ **LIFT** :-  
Lift will be provided.

### **SCHEDULE - 'E'**

#### **(DESCRIPTION OF COMMON AMENITIES)**

1. **AREAS** :-
  - A. Entrance and exits to the said property and the Building/s.
  - B. Darwans room, if any.
  - C. Boundary walls and main gate of the said property.
  - D. Lift and lift machine room.
  - E. Staircase, stair headroom and lobbies on all the floors.
  - F. Entrance lobby, electric/utility room, water pump room, if any and the office room, to be used by the Association/Committee, if any.



G. Common installations on the roof and in the Ground Floor and also in each floor.

H. Right to access on the roof above the top of the floor of the Building/s.

I. The open land in the said property, foundation columns, beams, supports, common passage and boundary walls of the Building/s.

**2. WATER PLUMBING AND DRAINAGE :-**

A. Drainage and sewerage lines and other installations for the same (except only those as are installed within the exclusive area of any unit or exclusively for the same).

B. Water supply system of the whole Building.

C. Water pump, underground and overhead water reservoirs together with all common plumbing installations for carriage of water (save only those are within the exclusive area of any unit and/ or exclusively for its use)

**3. ELECTRICALS INSTALLATIONS :-**

A. Electrical wiring and other fittings (excluding only those as are installed within the exclusive area of any unit or exclusively for its use).

B. Lighting of common portions.

C. Electrical installations for receiving electricity from suppliers and meters for recording the supply.

D. Electric installation for lift.

E. Machineries and accessories, if any (at extra cost).

4. **OTHERS:-** Such other common parts, areas, equipments, installations, fittings, fixtures and spaces in or around the said property and the Building/s as are necessary for passage to and/or user of the units in common by the co-owners. The electronic Company Logo of the developer shall be mounted on the rooftop of the said building, the electricity connection of the same shall be connected with the common meter of the said building without any hindrance.

**IN WITNESS WHEREOF** parties hereinabove named have set their respective hands and signed this Agreement for sale at Kolkata (city/town name) in the presence of attesting witness, signing as such on the day first above written.

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

Allottees: (including joint buyers)

(1) Signature :  
Name : .....  
Address: .....

(2) Signature :  
Name : .....  
Address : .....

Promoter: **SUN POWER REALTY LLP.**  
Signature :  
Name : JAY S KAMDAR  
Address : 21/7, Aswini Dutta Road, Kolkata-700029

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

WITNESSES:

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_

**MEMO OF CONSIDERATION**

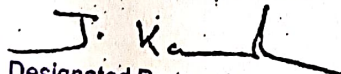
**RECEIVED** from the within named purchasers the within mentioned sum of Rs. ..../- (Rupees.....) only including GST towards the earnest money out of the total agreed consideration of Rs. ..../- (Rupees.....) only (excluding GST) towards the full and final consideration, as per memo below :-

**MEMO**

1. Paid by A/C Payee Cheque ....., Dated ....., drawn on ..... Bank, ..... Branch, amounting to Rs. ..../- (Rupees .....) only.
2. Paid by A/C Payee Cheque ....., Dated ....., drawn on ..... Bank, ..... Branch, amounting to Rs. ..../- (Rupees .....) only.

TOTAL- Rs. ..../-  
(Rupees.....) only.

SUN POWER REALTY LLP

  
Designated Partner / Partner