

**AGREEMENT FOR SALE** This agreement for sale executed on this .....day 2024.

BETWEEN

**1) MD. NAUSHAD ALI** alias **NOWSAD ALI MONDAL**, PAN - AIYPA1276C, Aadhaar No. 2208 0327 1592, Mobile No. 9330831358, **2) MD. LIYAKAT ALI** alias **LIAKAT ALI MONDAL**, PAN - CQWPM8586F, Aadhaar No. 9687 0248 3711, Mobile No. 7439181401, both are sons of Md. Ghulam Mustafa, both by religion Islam, by Nationality Indian, by occupation:- Businessmen, both are residing at Teghoria, Post Office:- R.K. Pally, Police Station:- Sonarpur, District:- South 24 Parganas, Kolkata - 700150, hereinafter jointly called the "OWNERS" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs, executors, administrators, representatives and assign) of the **FIRST PART** duly represented by their Constituted Attorney namely - "**SUKALYAN NIRMAN PRIVATE LIMITED**", PAN - AAWCS1459E, a Company incorporated under the Companies Act, 1956, having its Registered Office at 32/2, having its registered office at Topsia Road (South), Ground Floor, Post Office - Gobinda Khatick Road, Police Station - Topsia, Kolkata - 700046, represented by its two Directors namely - **1) FAZLE AHMED**, PAN - AADPF9036C, Aadhaar No. 9628 4560 8649, Mobile No. 9038265220, son of Late Abdul Waheed, by faith Islam, Nationality Indian, by occupation Businessman, residing at 29/2, Topsia Road (South), Post Office - Gobinda Khatick Road, Police Station - Topsia, Kolkata - 700046 and **2) MUSTAQUE AHMED**, PAN - ACXPA1892M, Aadhaar No. 7524 8565 1720, Mobile No. 7003631252, son of Late Kamruddin Ahmed, by faith Islam, Nationality Indian, by occupation Businessman, residing at 24/1/A, Kustia Road, Post Office & Police Station - Tiljala, Kolkata - 700039, duly appointed vide General Power of Attorney executed on 23rd day of March, 2017, registered at the Office of the Additional District Sub-Registrar, Sonarpur and recorded in Book No. I, Volume No. 1608-2017, Pages from 23787 to 23813, Being No. 01120, for the year 2017;

**A N D**

"**SUKALYAN NIRMAN PRIVATE LIMITED**", PAN - AAWCS1459E, a Company incorporated under the Companies Act, 1956, having its Registered Office at 32/2, having its registered office at Topsia Road (South), Ground Floor, Post Office - Gobinda Khatick Road, Police Station - Topsia, Kolkata - 700046, represented by its two Directors namely - **1) FAZLE AHMED**, PAN - AADPF9036C, Aadhaar No. 9628 4560 8649, Mobile No. 9038265220, son of

Late Abdul Waheed, by faith Islam, Nationality Indian, by occupation Businessman, residing at 29/2, Topsia Road (South), Post Office - Gobinda Khatick Road, Police Station - Topsia, Kolkata - 700046 and **2) MUSTAQUE AHMED**, PAN - ACXPA1892M, Aadhaar No. 7524 8565 1720, Mobile No. 7003631252, son of Late Kamruddin Ahmed, by faith Islam, Nationality Indian, by occupation Businessman, residing at 24/1/A, Kustia Road, Post Office & Police Station - Tiljala, Kolkata - 700039, hereinafter referred to as the **“DEVELOPER”** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its legal heirs, executors, administrators, Managing Director for the time being in force, successors in its office and assigns) of the **SECOND PART**.

**AND**

MR./MRS./MS..... (PAN - .....) (AADHAAR NO - .....),son/ daughter/ wife of ....., by occupation-....., by faith- ....., by nationality - Indian, residing at....., P.O - ....., P.S - ....., WB -....., hereinafter called and referred to as the **“ALLOTTEE”** (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include his/ her/ their respective heirs executors, administrators, legal representatives and assigns) of the **THIRD PART**.

The Owners, Promoter/Developer and Allottee shall hereinafter collectively be referred to as the “parties” and individually as a “party”.

**DEFINITIONS:**

For the purpose of this agreement for sale, unless the context otherwise requires,-

- a) **“Act”** means the Real Estate(Regulation and Development) Act, 2016 (16 of 2016);
- b) **“Rules”** means the West Bengal Real Estate(Regulation and Development) Rules, 2021 made under the Real Estate (Regulation and Development) Act, 2016;
- c) **“Regulation”** means the regulations made under the Real Estate (Regulation and Development) Act, 2016;
- d) **“Section”** means a section of the Act.

**Whereas:**

**WHEREAS:**

A. One Ghulaab Jaan Bibi was the recorded owner of All That piece and parcel of Shali land measuring about 148 Decimal more or less apart from other lands comprised in R.S. Dag No. 74, under R.S. Khatian No. 55, of Mouza:- Arapanch, J.L. No. 28, Pargana:- Medanmalla, R.S. No. 69, Touzi no:-109, Police Station and Sub District Registrar at Sonarpur, in the District of 24 Parganas.

B. The said Ghulaab Jaan Bibi executed & registered a Deed of Gift in favour of Hazra Khatoon Bibi and Sahera Khatoon Bibi in respect of ALL THAT piece and parcel of land measuring about 148 Decimal more or less comprised in R.S. Dag No. 74 corresponding to L.R. Dag No. 79, under R.S. Khatian No. 55, L.R. Khatian No:- 427, of Mouza:- Arapanch, J.L. No. 28, Pargana:- Medanmalla, R.S. No. 69, Touzi no:-109, Police Station and Sub District Registrar at Sonarpur, in the District of 24 Parganas and the said Deed of Gift was duly registered at the office of the SubRegistrar, recorded in Book No: - I, Volume No:- 68, Pages from 158 to 159, Being Deed No. 5984, registered on 25.05.1968.

C. The said Hazra Khatoon Bibi and Sahera Khatoon Bibi was thence forth lawfully seized and possessed of the said land without any interference whatsoever;

D. The said Hazra Khatoon Bibi her name has been duly recorded in L.R. R.O.R. under L.R. Khatian No. 427, of Mouza:- Arapanch, J.L. No. 28, under P.S. - Sonarpur, Dist. - South 24 Parganas.

E. The said Hazra Khatoon Bibi executed & registered a Deed of Gift in favour of Md. Naushad Ali @ Nowsad Ali Mondal in respect of her ALL THAT piece and parcel of land measuring about 16 Cottahs and 8 Chittaks more or less comprised in R.S. Dag No. 74 corresponding to L.R. Dag No. 79, under R.S. Khatian No. 55, L.R. Khatian No. 427, of Mouza:- Arapanch, J.L. No. 28, Pargana:- Medanmalla, R.S. No. 69, Touzi no:- 109, Police Station and Sub District Registrar at Sonarpur, in the District of 24 Parganas and the said Deed of Gift was duly registered at the office of the Additional District Sub-Registrar, Sonarpur and recorded in Book No: - I, CD Volume No:- 1, Pages from 1183 to 1200, Being Deed No. 00977, registered on 11.01.2008.

F. The said Md. Naushad Ali @ Nowsad Ali Mondal his name has been duly recorded in L.R. R.O.R. under L.R. Khatian No. 702, of Mouza:- Arapanch, J.L. No. 28, under P.S. - Sonarpur, Dist. - South 24 Parganas.

G. The said Hazra Khatoon Bibi further executed & registered a Deed of Gift in favour of Md. Liyakat Ali @ Liakat Ali Mondal in respect of her ALL THAT piece and parcel of land measuring about 16 Cottahs and 08 Chittaks more or less comprised in R.S. Dag No. 74 corresponding to L.R. Dag No. 79, under R.S. Khatian No. 55, L.R. Khatian No. 427, of Mouza:- Arapanch, J.L. No. 28, Pargana:- Medanmalla, R.S. No. 69, Touzi no:- 109, Police Station and Sub District Registrar at Sonarpur, in the District of 24 Parganas and the said Deed of Gift was duly registered at the office of the Additional District Sub-Registrar, Sonarpur and recorded in Book No: - I, CD Volume No:- 20, Pages from 4394 to 4411, Being Deed No. 08200, registered on 14.07.2011.

H. The said Md. Liyakat Ali @ Liakat Ali Mondal his name has been duly recorded in L.R. R.O.R. under L.R. Khatian No. 1129, of Mouza:- Arapanch, J.L. No. 28, under P.S. - Sonarpur, Dist. - South 24 Parganas.

I. In the above manner the Owners herein namely Md. Naushad Ali @ Nowsad Ali Mondal and Md. Liyakat Ali @ Liakat Ali Mondal became the absolute owners of the Schedule mentioned property 33 Cottahs of land more or less comprised in R.S. Dag No. 74 corresponding to L.R. Dag No. 79, under R.S. Khatian No. 55, L.R. Khatian No:- 427, Present L.R. Khatian No. 702 & 1129, of Mouza:- Arapanch, J.L. No. 28, Pargana:- Medanmalla, R.S. No. 69, Touzi no:-109, within the local limits of Sonarpur-II Gram Panchayet, under Police Station and Sub District Registrar at Sonarpur, in the District of 24 Parganas, more fully described in the first Schedule hereunder written and with the mutual desires to develop their said joint property in accordance of the Sanction Building Plan to be obtained from KMDA and accordingly entered into a Development Agreement dated 09th day of March, 2017 with "**SUKALYAN NIRMAN PRIVATE LIMITED**", a Company incorporated under the Companies Act, 1956, having its Registered Office at 32/2, having its registered office at Topsia Road (South), Ground Floor, Post Office - Gobinda Khatick Road, Police Station - Topsia, Kolkata - 700046, the Developer herein for the development of the said property by construction of Building thereon with the other terms and conditions stated in the said Development Agreement and the said Development Agreement for was duly registered in the Office of the Additional District SubRegistrar, Sonarpur and recorded in Book No. I, Volume No. 1608-2017, Pages from 17956 to 17991, Being No. 00825 for the year 2017;

J. In terms of the said Development Agreement Development dated 09th day of March, 2017, the Owners herein duly executed and registered a General Power of Attorney for Development on the same day by which the said "**SUKALYAN NIRMAN PRIVATE LIMITED**" is empowered and authorized by the Owners herein to do all acts, deeds and things morefully mentioned in the said General Power of Attorney for Development dated 23rd day of March, 2017 and the said General Power of Attorney for Development has been duly registered in the Office of Additional District Sub-Registrar, Sonarpur and recorded in Book No. I, Volume No. 1608-2017, Pages from 23787 to 23813, Being No. 01120, for the year 2017;

K. At the strength of said Development Agreement and General Power of Attorney, the said Developer herein converted the said land from Shali to Bastu from Baruipur S.D.L. & L.R. office, vide Memo No. 2(CONV)/2132(1-3)/SDL-BRP/15, dated 09.11.2015 and have applied for and obtained a Building Plan duly sanctioned by KMDA, in the name of the Owners for construction of G+IV Storied residential buildings on the said premises vide Building Plan No. 457/587/KMDAdated 28.03.2017 and the Developer herein started the construction of the said buildings upon the aforesaid land in accordance with the said sanctioned building Plan;

L. The Purchasers, being desirous of purchasing an Apartment in the Project, applied to the Developer by prescribed Application Form No. \_\_\_\_\_ dated \_\_\_\_\_ for provisional allotment of the Apartment (defined below). The said Application Form shall form part of this Agreement.

M. The Purchasers had sent along with the Application Form a cheque as Application Money to the Developer for a sum of Rs. \_\_\_\_\_/-, (which the Seller has duly realised) and the Purchasers have agreed to pay to the Developer the balance of the Sale Price and other charges and deposits in the manner hereinafter appearing.

N. The Seller by its Intimation Letter dated \_\_\_\_\_ provisionally allotted the Apartment to the Purchasers. The said Intimation Letter shall form part of this Agreement.

O. It was one of the conditions of the provisional allotment that the Purchasers would enter into an Agreement to Sale with the Developer for the purchase of the Apartment.

P. At or before entering into this Agreement the Purchasers have satisfied themselves about the terms and conditions contained in this Agreement, the

title of the Developer in the Land and its right to develop the Project, to sell and transfer the Apartment and other dimensions and specifications of the Apartment agreed to be sold to the Purchasers by the Developer.

Q. The Developer has registered the Project under the provision of the Act with the Real Estate Regulatory Authority at Kolkata on \_\_\_\_\_ under Registration No. \_\_\_\_\_

R. The Purchaser had applied for and apartment in the Project vide Application No. \_\_\_\_\_, dated \_\_\_\_\_ and has been allotted a self contained residential Flat, being Flat No. \_\_\_\_\_ having super built up area of more or less \_\_\_\_\_ square feet along with a Covered Car Parking Space, being No. \_\_\_\_\_, admeasuring an area of \_\_\_\_\_ sq.ft. of the said building named as "SUKALYAN ABASAN" lying and situated under Mouza Arapanch, J.L. No. 28, Pargana:- Medanmalla, R.S. No. 69, Touzi no:- 109, comprised in R.S. Dag No. 74 corresponding to L.R. Dag No. 79, under R.S. Khatian No. 55, L.R. Khatian No. 427, Present L.R. Khatian Nos. 702 & 1129, Police Station Sonarpur, District SubRegistry Office at Alipore and A.D.S.R. Office at Sonarpur, within the local limits of Sonarpur-II Gram Panchayet, in the District of South 24 Parganas, hereinafter referred to as the "Apartment" more particularly described in the Schedule-2 hereunder written;

S. The Promoter/Developer is fully competent to enter into this agreement and all the legal formalities with respect to the right, title and interest of the Promoter/Developer regarding the said land on which project is to be constructed have been completed. The Promoter/Developer agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable;

T. The Allottee had applied for an apartment in the project vide application no. .... dated ..... and has been allotted apartment no.....having carpet area of ..... square feet (..... Square feet Super Built up Area), "....." type, on the .....floor along with one covered car parking in Block no. ...., of ("SUKALYAN ABASAN"), as permissible under the applicable law and of pro rata share in the common areas("Common Areas") as defined under clause(n) of section 2 of the Act(hereinafter referred to as the "Apartment" more particularly described in Schedule A and the floor plan of the apartment is annexed hereto and marked as Schedule B)

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

V. 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;

W. 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;

X. In accordance with the terms and conditions set out in this agreement and as mutually agreed upon by and between the parties, the Promoter/Developer hereby agrees to sell and the allottee hereby agrees to purchase the Apartment as specified in para F.

**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 Promoter/Developer agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Apartment as specified in para F.

1.2 The Total price for the Apartment on the carpet area is Rs. ....../- (Rupees ..... ) only exclusive of the (Transformer & Generator Installation, Legal, Amenities Facilities and Maintenance, Fire)Charges exclusive of the GST (as applicable) to be paid by the Allottee:

Block No.	
Apartment No.	
Type	
Floor	
Apartment/Flat Carpet Area	Sq.ft.
Apartment/Flat Super Built-up Area	Sq.ft.
Rate of apartment per square feet of Carpet Area:	Rs. /-
Apartment price:	Rs. /-
One covered parking price:	Rs. /-
Total price for the Apartment & one covered parking exclusive of the (Transformer & Generator Installation, Legal, Amenities and Maintenance, Fire) Charges & GST (as applicable) to be paid by the Allottee:	Rs. /- (Rupees ..... ) only

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**Explanation:**

(i) The Total price above includes the Booking Amount amounting to Rs...../- (Rupees .....only) excluding GST paid by the Allottee to the Promoter/Developer towards the Apartment;

(ii) The total price above includes taxes (consisting of tax paid or payable by the Promoter/Developer by way of GST and CESS or any other similar taxes which may be levied, in connection with the construction of the project payable by the Promoter/Developer, by whatever name called) up to the date of handing over the possession of the apartment/plot to the allottee and the project to the association of allottee or the competent authority, as the case may be, after completion of the project and/or after obtaining the completion certificate; Provided that in case there is any change/modification in the taxes, the subsequent amount payable by the Allottee to the Promoter/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, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the Allottee;

(iii) The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. In Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;

(iv) The Total Price of Apartment includes recovery of price of land, Construction of (not only the Apartment but also) the Common Areas, Internal 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 28.10 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 Allottee hereby agrees to pay due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter/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 Promoter/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 Allottee(s) shall make the payment as per the payment plan set out in **Schedule D("PaymentPlan")**.

1.5 It is agreed that the Promoter/Developer shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature fixtures, fittings and amenities describe herein at Schedule "E" and Schedule "F" (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 Allottee as per the provisions of the Act. Provided that the Promoter/Developer may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.

1.6. The Promoter/Developer shall confirm to the final carpet area that has been allotted to the 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 Promoter/Developer, If there is reduction in the carpet area then the Promoter/Developer shall refund the excess money paid by the Allottee within 45 days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the apartment allotted to Allottee, the Promoter/Developer may demand that from the 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 Promoter/Developer agrees and acknowledges, the Allottee shall have the right to the Apartment as mentioned below:

(i) The Allottee shall have exclusive ownership of the Apartment.

(ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the 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 Promoter/Developer shall handover the common area to the association of Allottee 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 [not only the Apartment but also) the Common Areas, internal development charges, external development charges, taxes, cost of providing electrical wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and fire fighting in the common areas, maintenance charges as per para 28.10 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project.

(iv) The Allottee 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.

1.8 It is made clear by the Promoter and the Allottee agrees that the Apartment along **(with/without)** garage /covered parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottee of the Project.

1.9. The Promoter agrees to pay all outgoings before transferring the physical possession of the apartment to the Allottee which it has collected from the Allottee for the payment of outgoings (including land cost, groundrent, 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 but excluding the GST). If the Promoter/Developer fails to pay all or any of the outgoings collected by it from the Allottee or any liability, mortgage loan and interest thereon before 10 transferring the apartment to the Allottee, the Promoter/Developer agrees to be liable, even after the transfer of the property to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.

1.10. The Allottee have paid a sum of Rs...../- (Rupees .....only) and GST (as applicable) being the partial payment of the Booking Amount amounting to 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/Developer here by acknowledges and the Allottee hereby agree to pay the remaining price of the Apartment as prescribed in the Payment Plan [ScheduleD] as may be demanded by the Promoter/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 prescribed in the Rules.

1.11. If the Vendors/Developer in future purchase/develop adjacent to the said land and amalgamate the same for construction of another phases or blocks and for such construction the common entrance road as well as common facilities is to be used for free access to the new Phase/Block in that event the Purchaser/s or Allottee/s of the apartment shall have no right to claim or demand whatsoever and also shall not raise any objection for the same whatsoever and if the Purchaser/s or Allottee/s of the apartment and anybody claiming through or under him, that shall be null and void and inoperative before all courts of law and Allottee/s also execute NOC in affidavit as may be required by the competent authority of Rajpur-Sonarpur Municipality or any authority whatsoever.

If the Vendors/Developer in future purchase/develop adjacent land to the said land and amalgamate the same for construction of another phases or blocks then the Purchaser/s or Allottee/s shall not raise any objection with regard to the amalgamation and easementary rights attached thereto and for obtaining holding number and Sanction Plan for construction of another phases or blocks and if the Purchaser/s or Allottee/s of the apartment and anybody

claiming through or under him, that shall be null and void and inoperative before all courts of law.

The Purchaser/s or Allottee/s of all the blocks of all the holdings shall enjoy all the common facilities and amenities in the premises such as Lift, Gymnasium, Children's Playing Area, Games Room, which are intended for common use in the said Premises.

The Purchaser/s or Allottee/s shall also sign No Objection Certificate for amalgamation and easementary rights and for obtaining holding number and Sanction Plan for construction of another phases or blocks.

## **2. MODE OF PAYMENT:**

2.1 Subject to the terms of the Agreement and the Promoter/Developer abiding by the construction milestone, the Allottee shall make all payments, on written demand by the Promoter/Developer within the stipulated time as mentioned in the Payment Plan [through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of **M/S. SUKALYAN NIRMAN PVT LTD.** Payable at Kolkata.

2.2 The Promoter shall be entitled to securities the Total Price and other amounts payable by the Allottees under this Agreement (or any part thereof), in the manner permissible under the Act/Rules, in favour of any persons including banks/financial institutions and shall also be entitled to transfer and assign to any persons the right to directly receive the Total Price and other amounts payable by the Allottees under this Agreement or any part thereof. Upon receipt of such intimation from the Promoter, the Allottees shall be required to make payment of the Total Price and other amounts payable in accordance with this Agreement, in the manner as intimated.

2.3 In the event of the Allottees obtaining any financial assistance and/or housing loan from any bank/ financial institution, the Promoter shall act in accordance with the instructions of the bank/ financial institution in terms of the agreement between the Allottees and the Bank/ financial institution SUBJECT HOWEVER that such bank/financial institution shall be required to disburse/pay all such amounts due and payable to the Promoter under this Agreement and in no event the Promoter shall assume any liability and/or responsibility for any loan and/or financial assistance which may be obtained by the Allottees from such bank/ financial institution.

2.4 The timely payment (as per SCHEDULE- III) of all the amounts payable by the Allottees under this Agreement (including the Total Price), is the essence of the contract. An intimation forwarded by the Promoter to the Allottees that a particular milestone of construction has been achieved shall be sufficient proof thereof. The Promoter demonstrating dispatch of such intimation to the address of the Allottees as stated herein including by e-mail or any other media shall be conclusive proof of service of such intimation by the Promoter upon the Allottees, and non-receipt thereof by the Allottees/s shall not be a plea or an excuse for nonpayment of any amount or amounts.

2.5 In the event of delay and/or default on the part of the Allottees in making payment of any GST, Service Tax, TDS or any other tax, levies, cess etc., then without prejudice to any other rights or remedies available to the Promoter under this Agreement or under applicable law, the Promoter shall be entitled to adjust against any subsequent amounts received from the Allottees, the said unpaid tax levy, cess etc. along with interest, penalty etc. payable thereon, from the due date till the date of adjustment.

### **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 and all other 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 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 of 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 Promoter accepts no responsibility in regard to matters specified in clause 3.1 above. The Allottee shall keep the Promoter 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 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 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 Promoter shall be issuing the payment receipts in favour of the Allottee only.

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

**5. TIME IS ESSENCE:** The Promoter/Developer shall abide by the time schedule for completing the project as disclosed at the time of registration of the project with the Authority and towards handing over the Apartment to the Allottee and the common areas to the association of all allottee or the competent authority, as the case may be.

**6. CONSTRUCTION OF THE PROJECT/APARTMENT:** The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Apartment 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 Promoter/Developer. The Promoter/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 Promoter/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 12 norms and provisions prescribed by the West Municipal Act, 1993 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/Developer shall constitute a material breach of the Agreement.

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

7.1. Schedule for possession of the said Apartment-The Promoter agrees and understands that timely delivery of possession of the Apartment to the Allottee and the common areas to the association of Allottee or the competent

authority, as the case maybe, is the essence of the Agreement. The Promoter/Developer assures to hand over possession of the Apartment along with ready and complete common areas with all specifications, amenities and facilities of the project in place on **31/12/2025**, and 9 months grace period unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake Any act, restraint or regulation of any Governmental Instrumentality including any local, State, or central government of India or any department, instrumentality or agency thereof including: Any act, regulation or restraint constituting a change in law; Any failure by a competent authority to grant or renew any license, permit or clearance within reasonable time (other than for cause) after application having been duly made; or the imposition of any material condition on the issuance or renewal or continuance of any approval from a competent authority. Any local issues which may hamper the implementation of the Project; Flood, cyclone, lightning, earthquake, drought, storm or any other effect of natural elements; Epidemic, famine or plague; Radioactive contamination or ionizing radiation; Fire, explosion or accident leading to breakage of facilities, plant or equipment or chemical contamination thereof; Strike, lockout or other labour difficulties; or Legal proceedings or any other order, rule or notification issued by competent authorities effecting the development of the Project. 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 Promoter/Developer 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 Allottee agrees and confirms that, in the event it becomes impossible for the Promoter/Developer to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter/Developer shall refund to the Allottee the entire amount received by the Promoter/Developer from the allotment within 45 days from that date. The Promoter/Developer shall intimate the Allottee about such termination at least thirty days prior to such termination. After refund of money paid by the Allottee, the Allottee agrees that the/she have any rights, claims etc. against the Promoter/Developer and that the Promoter/Developer shall be released and discharged from all its obligations and liabilities under this Agreement.

**7.2. Procedure for taking possession-**The Promoter/Developer, upon obtaining the completion certificate from the competent authority shall offer in writing the possession of the Apartment to the Allottee, in terms of this Agreement to be taken within two months from the date of issue of completion certificate. [Provided that, in the absence of local law, the Conveyance Deed in favour of the allottee shall be carried out by the Promoter/Developer within 3 months from the date of issue of completion certificate]. The Promoter/Developer agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, and documentation on part of the Promoter/Developer. The Allottee, after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/Developer /Association of allottee, as the case may be after the issuance of the completion certificate for the Project. The Promoter/Developer shall handover the occupancy certificate of the Apartment, 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-**Upon receiving a written intimation from the Promoter/Developer as per para 7.2., the Allottee shall take possession of the Apartment from the Promoter/Developer by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoter/Developers shall give possession of the Apartment 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 physical possession of the Apartment to the Allottee, it shall be the responsibility of the Promote to handover 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; [Provided that, in the absence of any local law the Promoter/Developer shall handover the necessary documents and plans, including common areas, to the association of Allottee or the competent authority, as the case may be within thirty days after completion of the Project and/or obtaining the completion certificate].

**7.5 Cancellation by Allottee-**The Allottee shall have the right to cancel/withdraw his/her allotment in the Project as provided in the Act: Provided that where the Allottee propose to cancel/withdraw from the project without any fault of the Promoter/Developer, the Promoter/Developer herein is entitled to forfeit the 10% of the consideration interest and other dues payable and the applicable GST on such cancellation charges. The balance amount of



money paid by the allottee shall be returned by the Promoter/Developer to the allottee within 45days of such cancellation.

**7.6 Compensation**-The Promoter/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 Promoter/Developer fails to complete or unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 7.1; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act, or for any other reason, the Promoter/Developer shall be liable, on demand to the Allottee, in case the Allottee wishes to withdraw from the Project without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within 45 days of it becoming due; Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter/Developer shall pay the Allottee, 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/Developer to the Allottee within 45 days of it becoming due.

**8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER/DEVELOPER:** The Promoter/Developer hereby represents and warrants to the Allottee as follows:

(i) The Promoter/Developer has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;

(ii) The Promoter/Developer has lawful rights and requisite approvals from the competent Authorities to carryout development of the Project;

(iii) There are no encumbrances upon the said Land or the Project:

(iv) 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/Developer has been and shall, at all times remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Apartment and common areas;

(v) The Promoter/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;

(vi) The Promoter/Developer has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the said Land including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;

(vii) The Promoter/Developer confirms that the Promoter/Developer is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;

(viii) At the time of execution of the conveyance deed the Promoter/Developer shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee and the common areas to the association of allottee or the competent authority, as the case maybe;

(ix) The Schedule Property 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;

(x) The Promoter/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 Allottee or the competent authority, as the case may be; (xi) 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 Promoter/Developer in respect of the said Land and/or the Project.

(xii) **That the property is not wakf property.**

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

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

(i) Promoter/Developer fails to provide ready to move in possession of the Apartment to the Allottee within the time period specified in para 8.1 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 Promoter/Developer's business as a developer on account of suspension or revocation of his registration under the permissions of the Act or the rules or regulations made thereunder.

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

(i) Stop making further payments to Promoter/Developer as demanded by the Promoter/Developer. If the Allottee stops making payments the Promoter/Developer shall correct the situation by completing the construction milestones and only thereafter 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 Promoter/Developer shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the apartment, along with interest at the rate 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 Promoter/Developer, 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/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 Promoter/Developer as per the Payment Plan annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest to the Promoter/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 two consecutive times according to the Payment Plan mentioned in Schedule 'D' after notice from the Promoter/Developer in this regard, the Promoter/Developer may cancel the allotment of the Apartment in favour of the Allottee and refund the money paid to him by the allottee by deducting the Booking Amount amounting to Rs...../- (Rupees ..... only) and GST (as applicable) accrued thereupon and the interest liabilities and this Agreement shall thereupon stand terminated; Provided that the Promoter/Developer shall intimate the Allottee about such termination at least thirty days prior to such termination.

**10. CONVEYANCE OF THE SAID APARTMENT:** The Promoter/Developer, on receipt of Total Price of the Apartment as per para 1.2 under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Apartment together with proportionate indivisible share in the Common Areas within 3 months from the date of issuance of the occupancy certificate and the completion certificate, as the case may be, to the Allottee: [Provided that, in the absence of local law, the conveyance deed in favour of the allottee shall be carried out by the Promoter/Developer within 3 months from the date of issue of occupancy certificate]. However, in case the Allottee fails to deposit the stamp duty and registration charges within the period mentioned in the notice, the Allottee authorizes the Promoter/Developer to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Promoter/Developer is made by the Allottee.

**11. MAINTENANCE OF THE SAID BUILDING / APARTMENT / PROJECT:** The Promoter/Developer shall be responsible to provide, 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. The cost of such maintenance starts from the date of received OC/CC of the building or The Allottee taking over physical possession, (as mentioned in 7.1 above) whichever is earlier, is payable by The Allottee for the Apartment proportionately as per the rates to be calculated on per square feet basis (of the salable area of the Apartment) and/or in the manner as provided in this

agreement and/or as may be so decided by the Co-Owner/Developer and/or the association of Allottee.

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/Developer as per the agreement for sale relating to such development is brought to the notice of the Promoter/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 Promoter/Developer to rectify such defects without further charge., within 30 (thirty) days, However, Parties agree and confirm that the decision of the Developer's architect/structural consultant shall be final in deciding whether there is any actual structural defect in the Apartment/Building or defective material being used or regarding workmanship, quality or provision of service and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act Provided That the obligation or liability of the Promoter shall not arise if the defect has arisen owing to act or omission of the Allottee or Association of Allottees and/or any other person or if the portion alleged to have the defect has already been altered before the Promoter is able to view the same or if the related annual maintenance contracts and other licenses are not validly maintained by the association of allottees or competent authority.

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 Area 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**/Developer / maintenance agency / association of allottee 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 Allottee and/or maintenance agency to enter into the Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

15. **USAGE:** Use of Service Areas: the basement area (s) and service area, if any, as located within the **SUKALYAN ABASAN**, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub station, transformer, DG set rooms, underground water tanks. Pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted to uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces and the same shall be reserved for use by the association of allottee for rendering maintenance services.

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

16.1. Subject to para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the 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 Building, or the Apartment 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 Apartment and keep the Apartment, 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 ensuring that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

16.2. The Allottee further undertakes, assures and guarantees that he/she would not put any signboard/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, buildings therein or Common Areas. The Allottee, 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 passages or staircase of the Building. The Allottee shall also not remove any wall including the outer and loadbearing wall of the Apartment.

16.3. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter/Developer and thereafter the association of allottee and / or maintenance agency appointed by association of allottee. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions and the allottee shall not raise any

objection and create any obstruction whatsoever if the Promoter/Developer in future purchases the land adjacent to the said Property and amalgamate the same for construction of another phase or block and for such construction the common entrance road is to be used for free access to the New Phase/Block.

**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:** After the Promoter/Developer executes this Agreement, they shall not mortgage or create a charge on the Apartment and it is hereby agreed by and between the Parties herein, that if any such mortgage or charge or project finance loan is made or created for the entire Project or part of the Project in future for a short period then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge project finance loan shall not affect the right and interest of the Allottee who has taken or agreed to take such Apartment.

**19. PROMOTER/DEVELOPER SHALL NOT MORTGAGE OR CREATE CHARGE:** After the Promoter/Developer executes this Agreement shall not mortgage or create a charge on the 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 or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Apartment.

**20. APARTMENT OWNERSHIP ACT:** The Promoter/Developer has assured the Allottee that the project in its entirety is in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972.

**21. BINDINGEFFECT:** Forwarding this Agreement to the Allottee by the Promoter/Developer does not create a binding obligation on the part of the Promoter/Developer or the Allottee until, firstly, 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 Sub-Registrar Sonarpur, South-24 Parganas, as and when intimated by the Promoter/Developer, then the Promoter/Developer shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection

therewith excluding the Booking Amount amounting to **Rs...../- (Rupees ..... only)** and GST (as applicable)accrued thereupon shall be returned to the Allottee 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, if any, between the Parties in regard to the said apartment as the case may be.

**23. RIGHT TO AMEND:** This Agreement may only be amended through written consent of the Parties.

**24. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/ SUBSEQUENT ALLOTTEE:** 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 Apartment and the Project shall equally be applicable to and enforceable against and by any subsequent Allottee 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/Developer may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan [Schedule D] including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter/Developer in the case of one Allottee shall not be construed to be a precedent and/or binding on the Promoter/Developer to exercise such discretion in the case of other Allottee.

25.2 Failure on the 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 the applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably in consistent with the purpose of this Agreement and to the extent necessary to confirm 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.

**27. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:** Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be the proportion which the carpet area of the Apartment bears to the total carpet area of all the apartments in the Projects.

**28. BOTH THE PARTIES DO HEREBY MUTUALLY AGREE NOT WITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT:**

28.1 That from the date of possession, the Allottee/have to pay electricity charges consumed by her on the basis of per unit commercial rate of W.B.S.E.D.C.L., till the transformers and personal meter arrives. The Vendor/Promoter shall only apply for the transformer/s and any proneness towards delay in the installation and/or unit fitting of the transformer by the appropriate authority for the per say project, will not fall on the developers as their liability. The individual units will be applied by builder's electrician but the security deposit has to be borne by the Allottee/s. It is pertinent to mention here that, in case of surge and/or increase in the pre-quoted appraisal/pricing of the transformer/s prior to the date of possession, the extra increased cost, after execution of this instant Agreement for Sale, shall be incurred equally by and between all the Allottee/s and/or by the Association of Allottee/s for all the units in the project and the respective Purchaser/s or Allottee/s of all the blocks of all the holdings shall treat and enjoy it as one of the common amenity in the premises.

28.2 That the time of possession every plumbing and electrical fittings of the flat is to be thoroughly checked by the consumer since after possession if any electrical fittings is broken or any plumbing damage is found the Developer will not attend such complaints else any civil or major fault is visible.

28.3 That the Developer/Promoter is keeping the right for installation of TV Antenna, Wifi-antenna (except Mobile tower) on the roof of the building at a limited place.

28.4 That the Developer/Promoter is also constructing four Blocks of G+4 storied building consisting of several residential flats of different area and size and also car parking space in the adjacent land and the flat owners of the all the plots will enjoy the common facilities and amenities more fully described in

the Schedule – F and all the flat owners of the all plots shall bear the common expenses and maintenance charges proportionately.

28.5 That it is also hereby agreed by and between the parties that the possession will be given for respective flat of Block 1 to 4 but Completion Certificate will be provided in due course of time after taking the same from the competent authority of the Rajpur-Sonarpur Municipality.

28.6 That outside grill is a part of elevation and hence if the allottee wish to put any grill then she should do it through the Promoter only to keep it symmetric with other flat owners and nobody is allowed to put any box grill without being mutually discussed and if it does not have any effect on the elevation. The colour of grill should also be symmetric.

28.7 That if the Allottee damage the outside plaster or colour during their own works then they should take initiative and repair the same.

28.8 That the Demand letter at different stage will be send to the allottee through email which will also be considered as official demand letter.

28.9 That the Developer/Promoter is keeping the right for installation of any company's logo on the roof of the building at a limited place.

28.10 That after delivery of the proposed flat to the Allottee, by the Developer/Promoter, the Allottee shall bear the common expenses such maintenance of the building plumbing sweeper security and fuel charges etc., Proportionately with other Co-owners of the building @ Rs. 2/- per Sq. ft., to the Developer/Promoter till the formation of the Ownership Association. Starting from the date of intimation of possession and registration of Deed of conveyance of the said flat whichever is earlier. The developer will collect maintenance for the first year at the time of intimation of possession & execute the maintenance for that period.

28.11 That the Allottee shall pay all taxes, land revenue and outgoings in respect of the said apartment from the date of intimation of possession and registration of the Deed of Conveyance whichever is earlier with other flat owners proportionately, to the said Developer till the formation of the flat Ownership Associations.

28.12 That the Purchaser have gone through the title Deed of Property together with all other papers of this Property and after being satisfied with the title of the Property the Purchaser have agreed to enter into this agreement with the Owner/Vendor and Developer.

28.13 That the Developer reserves the right to allot for consideration, exclusive car parking rights at the Ground Floor Level and also Surface Parking in the limited common areas if any, on the spaces left open after construction of the Apartment Buildings/ Blocks to the Purchaser or to the other owners, who specifically apply for the same and who have been allotted such space by the Developer and the Purchaser shall not have any right to object to such allotment. The Purchaser or such other allottee shall not have the right to put up any construction or enclose the same or alter the nature of use thereof. Any unsold/un allotted car parking shall belong to the Developer, and the Developer shall have full rights on such unsold/un allotted car parking and can be used by them as thought fit at their discretion. The Developer shall allot and mark the car parking on ground; no changes to the car parking already allotted at specified locations will be made. The Purchaser shall be entitled to park their cars only in their respective earmarked car parking area.

28.14 That the Purchaser/s shall not be entitled to claim any right or title over the remaining portion of the car parking area except the car park area exclusively earmarked/allotted to the Purchaser/s;

28.15 That the Allottee/s shall be liable to pay all Extra Development charges as mentioned in the payment plan under "Schedule D" within 07 (seven) days prior to the registration of Deed of Conveyance or delivery of possession of said Unit whichever is earlier.

28.16 That it is also hereby agreed by and between the parties that the community hall will be handed over to the Allottees along with or after the final or overall completion of project.

28.17 It is hereby agreed by and between the parties that if any of the flats remain unsold from the developers allocation for the period of 5 years after obtaining completion certificate then the developer shall be bound to pay the maintenance of the said unsold flats after the expiry of the said 5 years.

29. **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 action specifically provided for herein, as may be reasonable 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.

30. **PLACE OF EXECUTION:** The execution of this Agreement shall be completed only upon its execution by the Promoter/Developer through its authorized signatory at the Promoter/Developer's Office, or at some other place, which may be mutually agreed between the Promoter/Developer and the Allottee, in Sub-Registrar at Sonarpur/ D.S.R. Alipore South-24 Parganas. After the Agreement is duly executed by the Allottee and the Promoter/Developer simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar at Sonarpur/ D.S.R. Alipore South-24 Parganas. By the Promoters Appointed Advocate.

31. **NOTICES:** That all the notice to be served on the Allottee and the Promoter/Developer as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter/Developer by Registered Post at their respective address Specified below: ALLOTTEE NAME – ..... ALLOTTEE ADDRESS ....., Dist – ....., P.O - ....., P.S - ....., WB - .....

**PROMOTER/DEVELOPER NAME - M/S. SUKALYAN NIRMAN PVT LTD**  
**PROMOTER/DEVELOPER ADDRESS - 32/2 Topsia Road South P.S. Topsia Kolkata 700046.** It shall be the duty of the Allottee and the Promoter/Developer to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter/Developer or the Allottee, as the case may be.

32. **JOINT ALLOTTEE:** That in case there are Joint Allottee all communications shall be sent the Promoter/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 property served on all the Allottee. 31. **SAVINGS:** Any application letter, allotment Letter, Agreement, 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, as the case may be, shall not be construed to limit the rights interests of the allottee under the Agreement for Sale or Sale or under the Act or the rules or the regulations made there under.

33. **GOVERNING LAW:** That the rights and obligation 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.

34. **DISPUTE RESOLUTION:** All or any disputes arising out or touching upon or in relation to the terms and condition of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall settled amicably by mutual discussion failing which the same shall be settled under the Arbitration and Conciliation Act, 1996, 27including its statutory modifications and re-enactment that shall be referred to any two arbitrators each to be engaged or appointed by each party and their decision shall be binding upon both the parties herein.

**IN WITNESS WHEREOF** parties hereinabove named have set their respective hands and signed this Agreement for Sale at .....in the presence of attesting witness, singing as such in the day first above written. **SIGNED AND DELIVERED BY THE WITHIN NAMED:** Owners/Vendors:

Signature .....

Name - **(1)FAZLE AHMED** as constituted attorney of the Owners herein Address - 29/2 topsia road south p.s. topsia Kolkata 700046,

Signature .....

**(2)MUSTAQUE AHMED** as constituted attorney of the Owners herein Address 24/1/A, Kustia Road,Police Station - Tiljala, Kolkata - 700039

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee/s:

Signature :.....

Name - MRS. ....Address - ....., P.O - ....., P.S - ..... ,Dist.....,WB-.....

**SIGNED AND DELIVERD BY THE WITHIN NAMED Promoter/Developer:**

Signature..... Name- **M/S. SUKALYAN NIRMAN PVT LTD.** Address - 32/2 Topsia Road South P.S. Topsia Kolkata 700046. At .....on.....in the presence of: **WITNESSES:**

(1)Signature.....Name.....

Address.....

(2)Signature.....Name.....

Address.....

## **SCHEDULE 'A'**

### **THE FIRST SCHEDULE REFERRED TO ABOVE**

**ALL THAT** piece and parcel of Shali at present Bastu land having an area of 33 (thirty three) Cottahs be the same or little more or less together with G+IV storied building standing thereon named as "**SUKALYAN ABASAN**" lying and situated under Mouza Arapanch, J.L. No. 28, Pargana:- Medanmalla, R.S. No. 69, Touzi no:- 109, comprised in R.S. Dag No. 74 corresponding to L.R. Dag No. 79, under R.S. Khatian No. 55, L.R. Khatian No. 427, Present L.R. Khatian Nos. 702 & 1129, Police Station Sonarpur, District Sub-Registry Office at Alipore and A.D.S.R. Office at Sonarpur, within the local limits of Sonarpur-II Gram Panchayet, in the District of South 24 Parganas, The said property is butted and bounded in the following manner :

ON THE NORTH : 30' Feet wide P.W.D. Road;

ON THE SOUTH : Land of R.S. Dag No. 78;

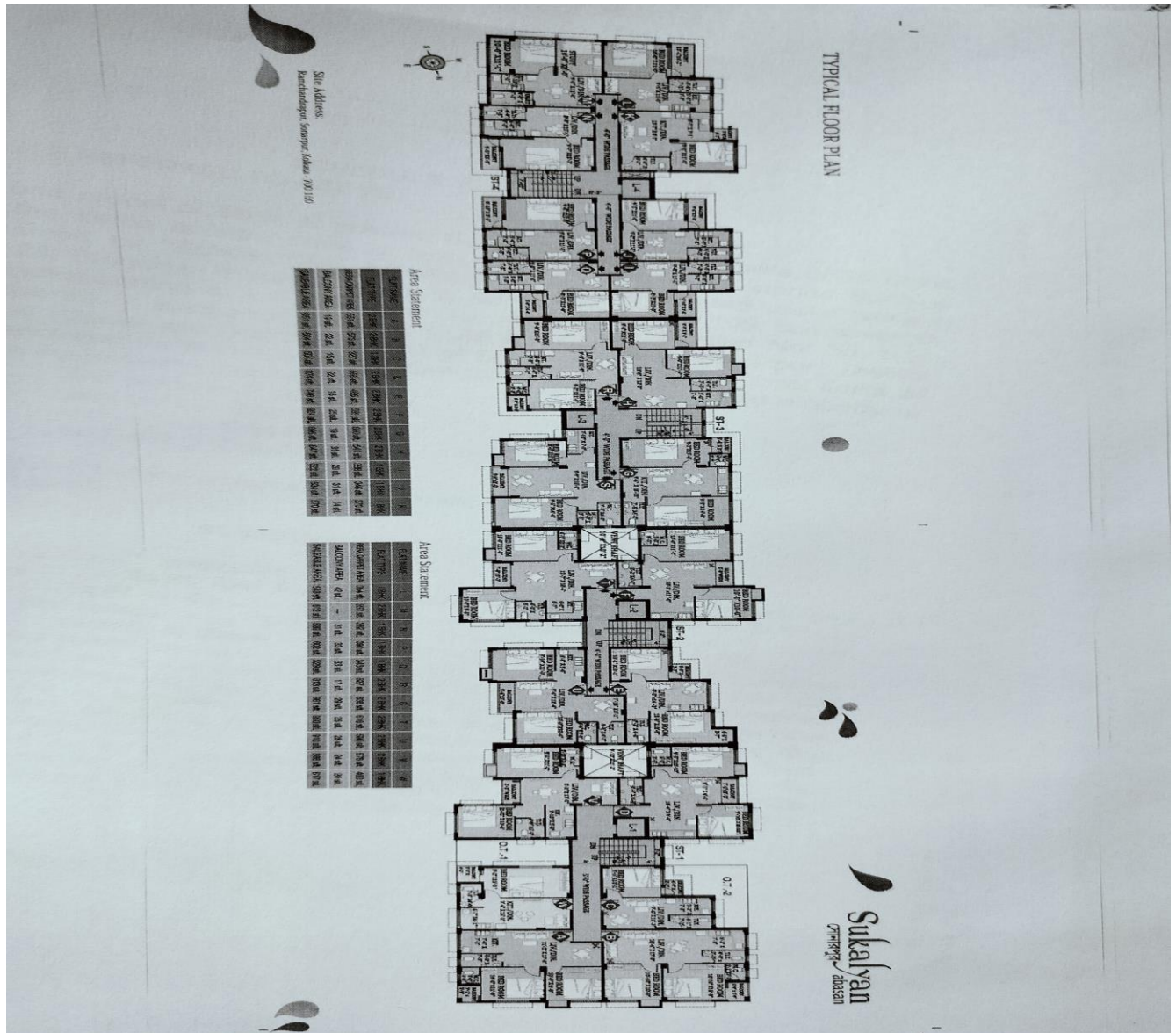
ON THE EAST : Land of R.S. Dag No. 75;

ON THE WEST : Land of R.S. Dag No. 74;

The name of the said proposed building project above is known, called and named "**SUKALYAN ABASAN**". **SCHEDULE 'B' ALL THAT** Flat No. "....." measuring about ..... Sq.ft. being Carpet area Excluding Balcony Area ..... Sq.Ft. And Exclusive Balcony Sqft. And Being Built-Up Area, And Saleable Area .....Sq Ft. on the .....side of the .....Floor of the said G+4 storied building consisting of ..... Bed rooms, ,..... Dining, ..... Drawing room, ..... Toilet,..... W.C., ..... Kitchen and ..... Veranda in Block – ....., along with one covered car parking space of the Housing Complex named and styled as "**SUKALYAN ABASAN**" also together with proportionate undivided share of land and all common rights and common service and expenses and also fixtures and fittings, electrical installation mentioned in the Fourth Schedule hereunder written and the Flat & parking is being erected as per the Building **Sanction Plan No. 457/587/KMDA dated 28.03.2017.** sanctioned by the Rajpur Sonarpur Municipality, on the Said Property situated and lying at Mouza- Arapanch, J.L. No.28, pargana:- medanmalla, R.S. no. 69, Touzi no. 109, comprised in R.S dag no. 74 corresponding to L.R dag no. 79, under R.S khatian no. 55 L.R khatian no. 427, present L.R. No. khatian no. 702&1129, Police Station Sonarpur District Sub Registry office at, Sonarpur, A.D.S.R., Sonarpur, Dist- South 24 Parganas,

## SCHEDULE 'C'

### FLOOR PLAN OF THE APARTMENT (ATTACHED HERE TO)



### SCHEDULE 'D' (Payment Plan)

Application Money	
Within 30 days from the Effective	10% of Sale Price + 20% of other charges*
On Start of foundation	15% of Sale Price + 20% of other charges*
On start 1st Floor Slab	15% of Sale Price+ 20% of other charges*
On Start of 2nd Floor Slab	15% of Sale Price + 20 % of other charges*
On Start of 3rd Floor Slab	15% of Sale Price+ 20% of other charges*
On start of 4th floor slab	15% of Sale Price + 20% of other charges*
At the time of registry	15% of Sale Price + one year maintenance charge

### **BEFORE REGISTRY**

The Purchaser shall pay the following amounts in respect of the (Transformer & Generator Installation, Legal, Amenities, Maintenance & Fire) Charges excluding GST (as applicable) to be paid by the Allottee to the Developer before the execution and registration of the Deed of Conveyance in respect of the Said Flat:

<b>NO.</b>	<b>PAYMENT DESCRIPTION</b>	<b>Transformer &amp; Generator Installation, Legal, Amenities, Maintenance, Fire) CHARGES excluding (as applicable) to be paid by the Allottee</b>
A	Transformer & Generator Installation Charges	
B	Legal Charges	
C	Amenities Charges	
D	Maintenance Charges	
E	Fire Charges	

### **SCHEDULE 'E'**

#### **(SPECIFICATIONS, OF THE BUILDING)**

<b>1</b>	<b>Foundation</b>	R.C.C Foundation
<b>2</b>	<b>Super Structure</b>	R.C.C Framed Structure
<b>3</b>	<b>Bed Rooms-floor</b>	Vitrified Tiles 2x2
	<b>Bed Rooms - walls</b>	Plaster of Paris
<b>4</b>	<b>Living / Dining - floor</b>	Vitrified Tiles
	<b>Living / Dining - walls</b>	Plaster of Paris
<b>5</b>	<b>Kitchen</b>	
	<b>floors</b>	Ceramic Tiles
	<b>Walls</b>	Plaster of Paris
	<b>Counter</b>	Black stone
	<b>Sink</b>	Stainless Steel



	<b>Dado</b>	Glazed tiles 2'-0" over the counter
6	<b>Toilet</b>	
	<b>Floors</b>	Anti-skid Ceramic Tiles
	<b>Dado</b>	Glass mosaic tiles / ceramic tiles
	<b>WC</b>	EWC with cistern
	<b>wash Basin</b>	Porcelain
	<b>Fittings</b>	CP fitting
7	<b>Door</b>	Flush door
8	<b>Window</b>	Glazed Aluminum with iron grill
9	<b>External Finish</b>	Weather coat paint over plaster
10	<b>Electrical</b>	Concealed Copper wiring and switch
11	<b>Lift</b>	Lift of reputed make

It is noted that if any extra work is done as per the desire of the Purchaser then for such extra work the Purchaser shall pay the necessary charges to the vendor/Attorney in advance and for this possession date may get extended and if any changes are possible to get done then developer will not be responsible for it.

**SCHEDULE 'F' – SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE PROJECT)**

Lift, Gymnasium, Games Room, Power backup, Kid's play room, Community Hall, CCTV in common areas and intercom facility etc. for the said Project.

**MEMO OF CONSIDERATION**

Received of and from the within named Purchasers the within mentioned sum of **Rs...../- (Rupees ..... only)** and GST of **Rs. ..../- (Rupees ..... only) (as applicable)** accrued thereupon out of the Total Amount for the FLAT **Rs. ..../- (Rupees .....)** **only** as part payment/earnest money for proposed sale of the FLAT on the said premises as per as memo below:

<b>CHQ NO.</b>	<b>DATE</b>	<b>BANK</b>	<b>FLAT AMT.</b>	<b>GST</b>	<b>CHQ AMT.</b>
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**WITNESSES**

1.

2.

**SIGNATURE OF THE DEVELOPER/VENDOR**

**Drafted by me**