

## **AGREEMENT FOR SALE**

**THIS AGREEMENT FOR SALE** is made on this the            day of  
Two Thousand and Twenty Four (2024).

**B E T W E E N**

**M/S. REAL DEVELOPER (having PAN AANFR2270A)**, a registered Partnership Firm having its place of business at Premises No. 19A, Mahendra Sreemani Street, Post Office & Police Station – Amherst Street, Kolkata – 700 009, District – Kolkata, being represented by its Partners namely (1) **SRI AJAY KUMAR GUPTA(having PAN AHFPG0320D& AADHAAR NO. 2293 8499 5938)**, son of Late Satish Kumar Gupta, by faith Hindu, by nationality – Indian, by occupation - Business, residing at Premises No. 136, Jessore Road, Avani Oxford, Block – 3, Flat No. 7B, Post Office – Bangur Avenue, Police Station - Lake Town, Kolkata – 700 055, District – North 24Parganas, (2) **SRI ABHIJIT AGARWAL (having PAN AILPA7855Q& AADHAAR NO.5340 5357 6499)**, son of Sri Raj Kumar Agarwal, by faith Hindu, by nationality – Indian, by occupation – Business, residing presently at Premises No. 136, Jessore Road, Avani Oxford, Block – 6, Flat No. 4B, Post Office – Bangur Avenue, Police Station - Lake Town, Kolkata – 700 055, District – North 24 Parganas, (3) **SRI TANMAY SEAL(having Pan AUMPS7349J& AADHAAR NO. 7046 8294 3022)**, son of Late Deb Kumar Seal, by faith - Hindu, by nationality – Indian, by occupation - Business, residing presently at Premises No. 19A, Mahendra Sreemani Street, Post Office &Police Station – Amherst Street, Kolkata – 700 009, District - Kolkata and (4) **SRI KAUSIK SEAL (having PAN APMPS8198E& AADHAAR NO. 4051 7651 1209)**, son of LateDeb Kumar Seal, by faith - Hindu, by nationality – Indian, by occupation - Business, residing presently at Premises No. 19A, Mahendra Sreemani Street, Post Office &Police Station – Amherst Street, Kolkata – 700 009, District – Kolkata, hereinafter called and referred to as the “**VENDOR/PROMOTER**” (which term or expression shall unless otherwise excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-office and assigns) of the **ONE PART**

**A N D**

**..... (having PAN .....& Aadhaar No.....)**, son of....., by faith - ....., by nationality -....., by occupation - ....., residing at Premises No....., Post Office – .....a, Police Station –....., Pin – ....., District – ....., hereinafter jointly and/or severally called and referred to

as the "**ALLOTTEE(S)**" (which term or expression shall unless otherwise excluded by or repugnant to the subject or context be deemed to mean and include his/her/their respective heirs, executors, administrators, representatives and assigns) of the **OTHER PART**.

The Vendor/Promoter and the Allottee(s) 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 West Bengal Real Estate Regulatory Authority (WBREERA) is established under section 20 (1) of the Real Estate (Regulation and Development) Act, 2016 (Act No. 16 of 2016);
- b) "**Rules**" means the rules under the West Bengal Real Estate Regulatory Authority;
- c) "**Regulations**" means the Regulations made under the West Bengal Real Estate Regulatory Authority;
- d) "**Section**" means a section of the Act.

**WHEREAS :**

- A. The Vendor/Promoter is the Owner and seized and possessed of and/or otherwise well and sufficiently entitled to ALL THATthe piece and parcel of Bastu land being Plot No. D-3; in Block 'D' admeasuring 2 (Two) Cottah 14 ( Fourteen) Chittack 29.65 (Twenty Nine Point Six Five) Sq.Ft. more or less, together with a dilapidated old structure(Tin Shed) measuring 951 (Nine Hundred Fifty One) Sq. Ft. more or less thereonsituate and lying at being Premises No. 46/C/21 Biplabi Barin Ghosh Sarani,Kolkata – 700 054, Plot No. D-3; Block 'D',Police Station - Maniktala within the limit of Kolkata Municipal Corporation in Ward No. 14, Borough -III, District – South 24 Parganas, West Bengal, under the Municipal Assessee No. 110140302818,vide Deed of Conveyance dated 20<sup>th</sup> day of December, 2021registered in the office of the Additional Registrar of Assurances – III at Kolkata in Book No. I, Volume No. 1903-2022, Pages 96393 to 96431, Being No. 190301759 for the year 2022more fully and particularly mentioned, described, explained, enumerated, provided and given in the **Schedule – A** hereunder written and/or given and hereinafter referred to as "the Premises").

- B. the Vendor/Promoter herein duly obtained a sanctioned building Plan vide **Building Permit No. 2022030104 dated 02.03.2023, Borough No. III** from the Kolkata Municipal Corporation for construction of a **(G+III) storied** ownership building thereon the said Property.
- C. The said Premises and/or a part thereof has been earmarked for the purpose of construction, erection and completion of building comprising of various Flats/Units/Apartments/Commercial Spaces/constructed spaces and car parking spaces etc. capable of being held and/or enjoyed independently of each other.
- D. The mode and manner by which the Vendor/Promoter has acquired right title and interest in the Schedule - B will appear from the Schedule - A hereunder written and/or given.
- E. The said Land is earmarked for the purpose of a multi storied building being a residential Project comprising of (G+III) storied Flat building and the said project shall be known as "**NEER**".
- F. The Vendor/Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Vendor/Promoter regarding the said Land on which the said Project is to be constructed and/or has been completed.
- G. The Supervising Engineer and LBS having License number **LBS/1/1404** has granted the Commencement Certificate to develop the said Project dated....., in absence of any formal Certificate of Commencement of work issued by the Kolkata Municipal Corporation.
- H. The Vendor/Promoter herein duly obtained a sanctioned building Plan vide **Building Permit No. 2022030104 dated 02.03.2023, Borough No. III** from the Kolkata Municipal Corporation for construction of a **(G+III) storied** ownership building. The Vendor/Promoter 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.
- I. The Vendor/Promoter received the Fire License **vide No.** .....dated.....
- J. The Vendor/Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at Kolkata on .....under

Registration No.....

- K. The Allottee(s) has/have applied for an Flat in the said Project and has/have been allotted Flat No. ....having a carpet area of ..... (Super Built Up Area Approx. ....**Sq.ft.**) Sq.ft. Approx. on the ..... **Floor** of the said Project known as “**NEER**” on the land measuring an area of 2 (Two) Cottah 14 ( Fourteen) Chittack 29.65 (Twenty Nine Point Six Five) Sq.Ft. more or less, lyingsituate at being Premises No. 46/C/21 Biplabi Barin Ghosh Sarani,Kolkata – 700 054, Plot No. D-3; Block ‘D’,Police Station - Maniktala within the limit of Kolkata Municipal Corporation in Ward No. 14, Borough –III, District – South 24 Parganas, West Bengal, as permissible under the applicable law and of pro-rata share in the common areas as defined under clause (m) of Section 2 of the Act (hereinafter referred to as the “Flat” more particularly described in Schedule - B and the floor plan of the Flat is annexed hereto).
- L. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein :
1. The Allottee(s) has/have independently examined and verified or caused to be examined and verified, inter alia, the following and has/have fully satisfied himself/herself/themselves about the same:
    - 1.1 The Title of the Vendor/Promoter in respect of the Premises;
    - 1.2 The Sanctioned Plans of the Building and further revised Sanctioned Plan;
    - 1.3 The Carpet Area of the said Flat;
    - 1.4 The Specifications and common Portions of the Project and
    - 1.5 The respective rights, interest and entitlements of the Vendor/Promoter and the Allottee(s) under this Agreement for Sale.
- M. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications etc. applicable to the said Project;
- N. 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;
- O. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between this Parties, the Vendor/Promoter hereby

agrees to sell and the Allottee(s) hereby agree/s to purchase the Flat No. ....on the .....**Floor**.

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

1. **TERMS :**

- 1.1 Subject to the terms and conditions as detailed in this Agreement, the Vendor/Promoter agrees to sell to the Allottee(s) and the Allottee(s) hereby agree/s to purchase, the Flat as specified in Para - K.
- 1.2 The Total Price for the Flat based on the Carpet Area is **Rs. ..../- (Rupees .....Only).**

Flat No. "....." ..... <b>Floor</b>	Rate of Flat per square feet
<b>Total Price Rs. ..../-</b>	...../- (On Carpet Area)

**THE SAID CONSIDERATION MONEY AS THE PRICE OF THE FLAT TOGETHER WITH THE SHARE OF PROPORTIONATE LAND SHALL BE PAID AS FOLLOWS:**

<b>Payment Schedule</b>		
<b>Particulars</b>	<b>Amount in Rs.</b>	<b>GST (5%)</b>
<b>On Agreement 10%</b>		
After completion of Foundation 20%		
After completion of Ground Floor Casting Work 10%		
After completion of First Floor Casting Work 10%		
After completion of Second Floor Casting Work 10%		
After completion of Third Floor Casting Work 10%		
During Brick Work of the Flat or Unit Concerned 20%		
On completion of Flooring Work of the Flat or Unit 5%		
<b>On Handing Over 5%</b>		
<b>Total</b>		

More fully mentioned in Para - I of the Payment Plan (Schedule - C) hereinafter.

- 1.3 In addition to the above all other payments shall be payable by the Allottee(s) as mentioned in Payment Plan, Part - II to Part - IV (Schedule - C).
- 1.4 The Total Price is escalation-free, save and except increases which the Allottee(s) hereby agree/s 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 Vendor/Promoter undertakes and agrees that while raising a demand on the Allottee(s) for increase in development charges, cost/charges imposed by the competent authorities, the Vendor/Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee(s), which shall only be applicable on subsequent payments.
- 1.5 The Allottee(s) shall make all the payments as per the payment plan set out in **Schedule 'C' ("Payment Plan")**.
- 1.6 It is agreed that the Vendor/Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at Schedule - D and Schedule - E in respect of the Flat, plot or building, as the case may be, without the previous written consent of the Allottee(s) as per the provisions of the Act.  
Provided that the Vendor/Promoter may make such additions or alterations as may be required by the Allottee(s) or such minor changes or alteration if permitted under the provisions of the Act.
- 1.7 The Vendor/Promoter shall confirm to the final carpet area that has been allotted to the Allottee(s) after the construction of the said building is completed 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 Vendor/Promoter, if there is reduction in the carpet area then the Vendor/Promoter shall refund the excess money paid by the Allottee(s) within forty-five days, the date when such an excess amount was paid by the Allottee(s). If there is any increase in the carpet area, of the Flat, allotted to Allottee(s), the Vendor/Promoter may demand that from the Allottee(s) 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 Sq.ft. as agreed in Para 1.2 of this Agreement.

- 1.8 Subject to Para 9.3 the Vendor/Promoter agrees and acknowledges, the Allottee(s) shall have the right to the Flat as mentioned below:
- (i) The Allottee(s) shall have exclusive ownership of the Flat.
  - (ii) The Allottee(s) shall also have undivided proportionate share in the Common Areas. Since the share or interest of the Allottee(s) in the Common Areas is undivided and cannot be divided or separated, the Allottee(s) 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 Vendor/Promoter shall hand over the common areas to the Association of Allottees after its formation and duly obtaining the Completion Certificate from the competent authority as provided in the Act.
  - (iii) That the computation of the price of the Flat includes recovery of price of land, construction of the common areas, internal development charges, external development charges, cost of providing electric wiring, electrical connectivity to the Flat, lift, water line and plumbing, marbles/tiles, doors, windows, maintenance charges as per Para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Flat and the Project.
  - (iv) The Allottee(s) has/have the right to visit the Project site to assess the extent of development of the Project and his/her/their Flat, as the case may be.
- 1.9 It is made clear by the Vendor/Promoter and the Allottee(s) agree that the Flat shall be treated individually and in case the Allottee(s) as a separate single unit for all purposes.
- 1.10 The Vendor/Promoter agree/s to pay all outgoings before transferring the physical possession of the Flat to the Allottee(s), which it has collected from the Allottee(s), for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Vendor/Promoter fails to pay all or any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the Flat to the Allottee(s), the Vendor/Promoter 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, prior to handover of the balance amount of maintenance charge to the society.

1.11 The Allottee(s) has/have paid a sum of **Rs. ....../-** (**Rupees .....**)only as booking amount being part payment towards the Total Price of the Flat of **Rs. ....../-**(**Rupees .....**)onlyat the time of signing of this Agreement for Sale. The receipt of which the Vendor/Promoter hereby acknowledges and the Allottee(s) hereby agree/s to pay the remaining price as prescribed in the Payment Plan (Schedule - 'C') as may be demanded by the Vendor/Promoter within the time and in the manner specified therein. Provided that if the Allottee(s) delays in payment towards any amount which is payable, he/she/they 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 Vendor/Promoter abiding by the construction milestones, the Allottee(s) shall make all payments, on written demand by the Vendor/Promoter, within the stipulated time as mentioned in the Payment Plan (through A/c. Payee Cheque/Demand Draft/Bankers Cheque or online payment) in favour of **M/s. Real Developer** payable at Kolkata.

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

3.1 The Allottee(s), if resident(s) outside India, shall be sole 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 thereunder 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 Vendor/Promoter with such permission, approvals which would enable the Vendor/Promoter to fulfill its obligations under this Agreement for Sale. 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(s) understand/s and agree/s that in the event of any failure on his/her/their part to comply with the applicable guidelines

issued by the Reserve Bank of India, he/she/they 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 Vendor/Promoter accepts no responsibility in regard to matters specified in Para 3.1 above, The Allottee(s) shall keep the Vendor/Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee(s) subsequent to the signing of this Agreement. It shall be the sole responsibility of the Allottee(s) to intimate the same in writing to the Vendor/Promoter immediately and comply with necessary formalities if any under the applicable laws. The Vendor/Promoter shall not be responsible towards any Third Party making payment/remittances on behalf of any Allottee(s) and such Third Party shall not have any right in the application/allotment of the said Flat applied for herein in any way and the Vendor/Promoter shall be issuing the payment receipts in favour of the Allottee(s) only.

4. **ADJUSTMENT/APPROPRIATION OF PAYMENTS:**

The Allottee(s) authorize/s the Vendor/Promoter to adjust appropriate all payments made by him/her/them under any head(s) of dues against lawful outstanding of the Allottee(s) against the Flat, if any, in his/her/their name(s) and the Allottee(s) undertake/s not to object/demand/direct the Vendor/Promoter to adjust his/her/their payments in any manner.

5. **TIME IS ESSENCE:**

The Vendor/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 Flat to the Allottee(s) and the common areas to the Association of Allottees or the competent authority, as the case may be, subject to Force Majeure as described in Para - 7.1. Similarly the Allottee(s) shall pay all accounts payable as per Payment Plan (Schedule - C) as and when due & demanded.

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

The Allottee(s) has/have seen the proposed layout plan, specifications, amenities and facilities of the Flat and accepted the floor plan, payment plan and the specifications, amenities and facilities as mentioned in different Schedule [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Vendor/Promoter. The Vendor/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 Vendor/Promoter undertakes to strictly abide by such plans approved by the Competent Authorities and provisions prescribed by the Kolkata Municipal Corporation.

7. **POSSESSION OF THE FLAT:**

- 7.1 **Schedule for possession of the said Flat** - The Vendor/Promoter agrees and understands that timely delivery of possession of the Flat to the Allottee(s) 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 Vendor/Promoter assures to handover possession of the Flat along with ready and complete common areas with all specifications, amenities and facilities of the Project in place on not later than **31<sup>st</sup> December, 2024** unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the Real Estate Project ("Force Majeure" as mentioned herein and with Application of Booking Form Clause 9A & 9B). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee(s) agree/s that the Vendor/Promoter shall be entitled to the extension of time for delivery of possession of the Flat.
- 7.2 **Procedure for taking possession** – The Vendor/Promoter, upon obtaining the Occupancy Certificate from the competent authority shall offer in writing the possession of the Flat to the Allottee(s) in terms of this Agreement to be taken within two months from the date of issue of Occupancy Certificate. Provided that, in the absence of local law, the Conveyance Deed in favour of the Allottee(s) shall be carried out by the Vendor/Promoter within **3 (three) months** from the date of issue of Occupancy Certificate. The Vendor/Promoter agrees and undertakes to indemnify the Allottee(s) in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee(s) after taking possession, agree/s to pay the maintenance charges as determined by the Vendor/Promoter/Association of Allottees, as the case may be, after the issuance of the Completion Certificate for the Project. The Vendor/Promoter shall hand over the Occupancy Certificate of the Flat, as the case may be, to the Allottee(s) at the time of Conveyance of the same. In case, the Allottee(s) express/es his/her/their view to take physical possession of the under constructed Flat and give/s a written application for handover of physical possession after full payment in such case the

Completion Certificate shall be handed over only after obtaining the same from the Competent Authority.

- 7.3 **Failure of Allottee(s) to take Possession of the Flat** – Upon receiving a written intimation from the Vendor/Promoter as per Para 7.2, the Allottee(s) shall take possession of the Flat from the Vendor/Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Vendor/Promoter shall give possession of the Flat to the Allottee(s). In case the Allottee(s) fail/s to take possession within the time provided in Para 7.1 such Allottee(s) shall continue to be liable to pay interest on due payments and maintenance charges as specified in Para 7.2
- 7.4 **Possession by the Allottee(s)** – After obtaining the Occupancy Certificate and handing over physical possession of the Flat to the Allottee(s), it shall be the responsibility of the Vendor/Promoter to hand over the necessary documents and plans, including common areas to the Association of Allottees or the Competent Authority, as the case may be.
- 7.5 **Cancellation by the Allottee(s)** – The Allottee(s) shall have the right to cancel/withdraw his/her/their allotment in the Project as provided in the Act: Provided that where the Allottee(s) propose/s to cancel/withdraw from the project without any fault of the Vendor/Promoter, the Vendor/Promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the Allottee(s) shall be refunded by the Vendor/Promoter to the Allottee(s) within 45 days of such cancellation.
- 7.6 **Compensation** - The Vendor/Promoter shall compensate the Allottee(s) in case of any loss caused to him/her/them 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 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 Vendor/Promoter fails to complete or is unable to give possession of the Flat (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 its business as a Developer on account of suspension or revocation of the registration under the Act, or for any other reason, the Vendor/Promoter shall be liable, on demand to the Allottee(s), in case the Allottee(s) wish/s to withdraw from the Project without prejudice to any other

remedy available, to refund the total amount received by it in respect of the Flat, including compensation if any in the manner as provided under the Act within forty five days of it becoming due.

8. **REPRESENTATIONS AND WARRANTIES OF THE VENDOR/PROMOTER:**

The Vendor/Promoter herein represents and warrants to the Allottee(s) as follows:

- (i) The Vendor/Promoter 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 Vendor/Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project for Residential and Commercial Purpose.
- (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 Flat.
- (v) All approvals, licenses and permits issued by the Competent Authorities with respect to the Project, said Land and Flat are valid and subsisting and has been obtained by following due process of law. Further, the Vendor/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 Flat and common areas.
- (vi) The Vendor/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 Allottee(s) created herein, may prejudicially be affected.
- (vii) The Vendor/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 Flat which will in any manner, affect the rights of Allottee(s) under this Agreement.
- (viii) The Vendor/Promoter confirms that the Vendor/Promoter is not restricted in any manner whatsoever from selling the said Flat to the Allottee(s) in the manner contemplated in this Agreement.
- (ix) The Vendor/Promoter Confirms that the Vendor/Promoter is fully authorized and not restricted to construct and use its land only for residential purpose but shall develop the land for construction of Spaces/Flats for usage for any commercial purpose too for which the Allottee(s) shall have no objection and/or cannot arise any disputes thereof for such purpose at any point of time for ever.

- (x) At the time of execution of the Conveyance Deed the Vendor/Promoter shall handover lawful, vacant, peaceful, physical possession of the Flat to the Allottee(s) and the common areas to the Association of Allottees or the Competent Authority, as the case may be.
- (xi) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property. In case, the Property is subject matter of any HUF or Minor then necessary permissions shall be obtained from the concern Department/Court of Law or legal formalities shall be obtained for transferring the legal title of the same.
- (xii) The Vendor/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 Flat, plot or building, as the case may be, alongwith common areas (equipped with all the specification, amenities and facilities) has been handed over to the Allottee(s) and the Association of Allottees or the Competent Authority, as the case may be.
- (xiii) 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 Vendor/Promoter in respect of the said Land and/or the Project.

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

- 9.1 Subject to the Force Majeure clause, the Vendor/Promoter shall be considered under a condition of Default, in the Following events:
  - (i) If the Vendor/Promoter fails to provide ready to move in possession of the Flat to the Allottee(s) within the time period specified in Para 7.1 or fails to complete the project within the stipulated time disclosed at the time of registration of the project with the Authority. For the purpose of this Para 'ready to move in possession' shall mean that the Flat 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 its registration under the provisions of the Act or the rules or regulations made thereunder.
- 9.2 In case of Default by Vendor/Promoter under the conditions listed above, Allottee(s) is/are entitled to the following:
- (i) Stop making further payments to the Vendor/Promoter as demanded by the Vendor/Promoter. If the Allottee(s) stop/s making payments the Vendor/Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee(s) be required to make the next payment without any interest; or
  - ii) The Allottee(s) shall have the option of terminating the Agreement in which case the Vendor/Promoter shall be liable to refund the entire money paid by the Allottee(s) under any head whatsoever towards the purchase of the Flat, within forty-five days of receiving the termination notice.
- 9.3 The Allottee(s) shall be considered under a condition of Default, on the occurrence of the following events:
- (i) In case the Allottee(s) fail/s to make payments for consecutive demands made by the Vendor/Promoter as per the payment plan Schedule 'C' annexed hereto, despite having been issued notice in that regard the Allottee(s) 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 Allottee(s) under the condition listed above continues for a period beyond 3 (three) consecutive months after notice from the Vendor/Promoter in this regard, the Vendor/Promoter may cancel the allotment of the Flat in favour of the Allottee(s) and refund the money paid to it by the Allottee(s) by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

Provided that the promoter shall intimate the Allottee(s) about such termination at least thirty days prior to such termination.

10. **CONVEYANCE OF THE SAID FLAT:**

The Vendor/Promoter on receipt of Total Price of the Flatas per Para 1.2 and 7.2 under the Agreement from the Allottee(s), shall execute a Conveyance Deed and convey the title of the Flat togetherwith proportionate indivisible share in the Common Areas within 3 (three) months from the date of issuance of the Occupancy Certificate and the Completion Certificate, as the case may be, to the Allottee(s).

However, in case the Allottee(s) fail/s to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee(s) authorize/s the Vendor/Promoter to withhold registration of the Conveyance Deed in his/her/their favour till payment of stamp duty and registration charges to the Vendor/Promoter is made by the Allottee(s).

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

The Vendor/Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the Project by the Association of Allottees upon the issuance of the Completion Certificate of the Project. The cost of such maintenance has been excluded in the Total Price of the Flat.

12. **DEFECT LIABILITY:**

It is agreed that in case any structural defect, quality or provision of services or any other obligations of the Vendor/Promoter as per the Agreement for Sale relating to such development is brought to the notice of the Vendor/Promoter within a period of 5 (five) years by the Allottee(s) from the date of handing over possession, it shall be the duty of the Vendor/Promoter to rectify such defects without further charges, within 30 (thirty) days and in the event of Vendor's/Promoter's failure to rectify such defects within such time, the aggrieved Allottee(s) shall be entitled to receive appropriate compensation in the manner as provided under the Act.

13. **RIGHT TO ENTER THE FLAT FOR REPAIRS:**

The Vendor/Promoter/Maintenance Agency/Association of Allottees shall have rights of unrestricted access of all common areas, covered parking and parking spaces for providing necessary maintenance services and the Allottee(s) agree/s to permit the Association of Allottees and/or Maintenance Agency to enter into the Flator any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise with a view to set right any defect.

14. **USAGE:**

Use of Service Areas : The service area, if any, as located within the "**NEER**", shall be earmarked for purposes such as services including but not limited to stairs, overhead tank, underground water tanks, lift machine room etc. and other permitted uses as per sanctioned plans. The Allottee(s) shall not be permitted to use the services areas in any manner whatsoever, other than those earmarked for the specific purpose and the same shall be reserved for use by the Association of



Allottees formed by the Allottees for rendering maintenance services. All the Unit Holder shall be liable to pay the proportionate cost/fees for renewal of the fire license, failing which the Association/other unit holders shall have the right to initiate legal proceedings for non-compliance.

15. **COMPLIANCE WITH RESPECT TO THE FLAT:**

- 15.1 Subject to Para 12 above, the Allottee(s) shall after taking possession, be solely responsible to maintain the Flat at his/her/their own cost, in good repair and condition and shall not do or suffer to be done anything in or to the building, or the Flat, or the staircase, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Flat and keep the Flat, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damage or jeopardized.
- 15.2 That Allottee(s) further undertake/s, assure/s and guarantee/s that he/she/they would not put any sign-board/nameplate, neon light, publicity material or advertisement material etc. on the face facade of his/her/their Flat in the Building or anywhere on the exterior of the Project, building therein or Common Areas. The Allottee(s) 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(s) shall not store any hazardous or combustible goods in the Flat or place any heavy material in the common passage or staircase of the Building. The Allottee(s) shall also not remove any wall including the outer and load bearing wall of the Flat.
- 15.3 The Allottee(s) shall plan and distribute its electrical load in conformity with the electrical systems installed by the Vendor/Promoter and thereafter the Association of Allottees and/or Maintenance Agency appointed by the Association of Allottees. The Allottee(s) shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

16. **COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY THE PARTIES:**

The Allottee is entering into this Agreement for the allotment of a [Apartment/Plot] with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular. That the Allottee hereby undertakes that he/she shall comply with and carry out, from time to time after

he/she has taken over for occupation and use the said [Apartment/Plot], all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the [Apartment/Plot]/ at his/ her own cost.

17. **ADDITIONAL CONSTRUCTIONS:**

The Vendor/Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere including the Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the Competent Authority(ies) and disclosed, except for any addition construction as may be permitted by the Competent Authority as provided and/or permitted under the Act.

18. **THE VENDOR/PROMOTERS SHALL NOT MORTGAGE OR CREATE A CHARGE:**

After the Vendor/Promoter executes this Agreement it shall not mortgage or create a charge on the Flat 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(s) who has/have taken or agreed to take such Flat.

19. **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 West Bengal Apartment Ownership Act, 1972. The Promoter showing compliance of various laws/regulations as applicable in the State of West Bengal.

20. **BINDING EFFECT:**

Forwarding this Agreement to the Allottee(s) by the Vendor/Promoter does not create a binding obligation on the part of the Vendor/Promoter or the Allottee(s) until, firstly, the Allottee(s) sign/s and deliver/s this Agreement with all the Schedules alongwith the payments due as stipulated in the payment plan within 30 (thirty) days from the date of receipt by the Allottee(s) and secondly, appear/s for registration of the same before the concerned Sub-Registrar, Registering Authority as and when intimated by the Vendor/Promoter. If the Allottee(s) fail/s execute and deliver to the Vendor/Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee(s) and/or do not appear before concerned

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

21. **ENTIRE AGREEMENT:**

This Agreement, alongwith 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 Flat, as the case may be.

22. **RIGHT TO AMEND:**

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

23. **PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/SUBSEQUENT ALLOTTEES:**

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

24. **WAIVER NOT A LIMIT AT IN TO ENFORCE:**

- 24.1 The Vendor/Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee(s) in not making payments as per the Payment Plan [Annexure 'C'] including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee(s) that exercise of discretion by the Vendor/Promoter in the case of one Allottee shall not be construed to be a precedent and/or binding on the Vendor/Promoter to exercise such discretion in the case of other Allottees.
- 24.2 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.

25. **SERVICEABILITY:**

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder 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 thereunder 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.

26. **METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:**

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

27. **FURTHER ASSURANCES:**

Both the Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

28. **PLACE OF EXECUTION:**

The execution of this Agreement shall be completed only upon its execution by the Vendor/Promoter through its authorized signatory at the places which may be mutually agreed between the Vendor/Promoter and the Allottee(s), ....., after the Agreement is duly executed by the Allottee(s) and the Vendor/Promoter or simultaneously with the execution the said Agreement shall be registered at any of the Jurisdiction of the Sub-Registrar/Registrar of the concerned Registering Authority this Agreement shall be deemed to has been executed.

29. **NOTICES:**

That all notices to be served on the Allottee(s) and the Vendor/Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent

to the Allottee(s) or the Vendor/Promoter by Registered Post at their respective addresses specified below :

1. .....  
residing at **Premises No.....**, **Post Office - .....**, **Police Station - .....**, **Kolkata - .....**, **District - .....**,
2. **M/S. REAL DEVELOPER (having PAN AANFR2270A)**, a registered Partnership Firm having its place of business at Premises No. 19A, Mahendra Sreemani Street, Post Office & Police Station – Amherst Street, Kolkata – 700 009, District – Kolkata, being represented by its Partners namely (1) **SRI AJAY KUMAR GUPTA**, residing at Premises No. 136, Jessore Road, Avani Oxford, Block – 3, Flat No. 7B, Post Office – Bangur Avenue, Police Station - Lake Town, Kolkata – 700 055, District – North 24 Parganas, (2) **SRI ABHIJIT AGARWAL**, residing presently at Premises No. 136, Jessore Road, Avani Oxford, Block – 6, Flat No. 4B, Post Office – Bangur Avenue, Police Station - Lake Town, Kolkata – 700 055, District – North 24 Parganas, (3) **SRI TANMAY SEAL**, residing presently at Premises No. 19A, Mahendra Sreemani Street, Post Office & Police Station – Amherst Street, Kolkata – 700 009, District - Kolkata and (4) **SRI KAUSIK SEAL**, residing presently at Premises No. 19A, Mahendra Sreemani Street, Post Office & Police Station – Amherst Street, Kolkata – 700 009, District – Kolkata.

It shall be the duty of the Allottee(s) and the Vendor/Promoter 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 Vendor/Promoter or the Allottee(s), as the case may be.

30. **JOINT ALLOTTEES:**  
That in case there are Joint Allottees all communications shall be sent by the Vendor/Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.
31. **GOVERNING LAW:**

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

32. **DISPUTE RESOLUTION:**

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligation of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled under the Arbitration and Conciliation Act, 1996.

If any clause in the agreement is in contradictory to the West Bengal Real Estate Regulatory Authority (WBREERA) is established under section 20 (1) of the Real Estate (Regulation and Development) Act, 2016 (Act No. 16 of 2016) and West Bengal Real Estate Regulatory Authority Regulation Rules, the provisions as per the Act will be valid.

**IN WITNESS WHEREOF** the Parties hereto have hereunto set and subscribed their respective hands and seals on the day, month and year first above written.

**SIGNED, SEALED AND DELIVERED**

by the Vendor/Promoter at Kolkata  
in the presence of :-

1.

2.

-----  
**Signature of the Vendor/Promoter**

**SIGNED, SEALED AND DELIVERED**

by the Allottee(s) at Kolkata  
in the presence of : -

1.

2.

-----  
**Signature of the Allottee(s)**

**SCHEDULE 'A'**

**WHEREAS** By virtue of registered Deed of Conveyance Being No. 6587 of 1983, dated 6<sup>h</sup> day of July 1983, duly registered before the Registrar of Assurances, Calcutta and recorded in Book No. – I; Volume No. 206 , Pages from 238 to 256, Pallav Kumar Banerji, the One part therein and Mitra Bhattacharjee & Associates the 2<sup>nd</sup> part therein jointly the Seller /Vendor therein transferred and conveyed in favour of Sri Nitya Gopal Saha the 3<sup>rd</sup> part the Purchaser therein in respect of ALL THAT the piece or parcel of land measuring 2 (Two) Cottah 14 (Fourteen) Chittack 30 (Thirty) Sq.Ft. more or less, being Plot No. D-3; Block 'D' of the portion of premises No. 46 Murari Pukur Road, Calcutta.

**AND WHEREAS** after purchase of the said plot of land the said Sri Nitya Gopal Saha constructed a tin shed thereon measuring covered area 951 Sq.Ft. more or less on the said plot of land for accommodation of the care taker of the said Plot.

**AND WHEREAS** the said Lease expired by efflux of time on 30<sup>th</sup> day of November, 1977 and the said M/s. Scene Screen Pvt. Ltd. is required to handover peaceful vacant possession of the said land as per terms contained in the said Deeds of Lease.

**AND WHEREAS** thereafter the said Sri Nitya Gopal Saha duly mutated his name in the record of the Kolkata Municipal Corporation in respect of the aforesaid Plot No. D-3; Block 'D' of the portion of premises No. 46 Murari Pukur Road, Kolkata – 700 054, under the Assessee No. 11-014-03-0281-8; and the said Premises re-numbered and re-named by K.M.C. as Premises No. 46/C/21 Biplabi Barin Ghosh Sarani, Kolkata – 700 054 and duly paid the quarterly tax on regular basis and for the sake of brevity the same.

**AND WHEREAS** by dint of aforesaid manner the said Sri Nitya Gopal Saha well seized and possessed and became the absolute owner in respect of ALL THAT the piece or parcel of Bastu land measuring 2 (Two) Cottah 14 (Fourteen) Chittack 29.65 (Twenty Nine Point Six Five) Sq.Ft. more or less, as per physical measurement together with 951 Sq.Ft. structure thereon being Plot No. D-3;



Block 'D', Premises No. 46/C/21 Biplabi Barin Ghosh Sarani, Kolkata – 700 054; and enjoying the same free from all encumbrances whatsoever.

**AND WHEREAS** by virtue of a registered Deed of Conveyance dated 20<sup>th</sup> day of December, 2021 registered in the office of the Additional Registrar of Assurances – III at Kolkata in Book No. I, Volume No. 1903-2022, Pages 96393 to 96431, Being No. 190301759 for the year 2022, the said Sri Nitya Gopal Saha indefeasibly sold, transferred, conveyed, assigned and assured for the consideration therein mentioned ALL THAT the piece and parcel of Bastu land being Plot No. D-3; in Block 'D' admeasuring 2 (Two) Cottah 14 (Fourteen) Chittack 29.65 (Twenty Nine Point Six Five) Sq.Ft. more or less, together with a dilapidated old structure (Tin Shed) measuring 951 (Nine Hundred Fifty One) Sq. Ft. more or less thereonsituate and lying at "AUROBINDA ABASAN" being Premises No. 46/C/21 Biplabi Barin Ghosh Sarani, formerly known as 46 Murari Pukur Road, Kolkata – 700 054; P.S. Maniktala ; within the limit of Kolkata Municipal Corporation Ward No. 14, Borough –III, District – South 24 Parganas, West Bengal, under the Municipal Assessee No. 11-014-03-0281-8; particularly mentioned and described in the Schedule thereunder written as well as described in the First Schedule hereunder written unto and in favour of M/s. Real Developer, the Vendor/Promoter herein free from all encumbrances whatsoever.

**AND WHEREAS** after purchase of the said Bastu land hereditaments and premises the Vendor herein the said **M/s. Real Developer** duly mutated its name in respect thereof in the records of the Kolkata Municipal Corporation upon payment of relevant rates and taxes thereof to the said Municipal Corporation and upon mutation the said Municipal Authority assessed the said plot of land hereditaments and premises as Premises No. 46/C/21 Biplabi Barin Ghosh Sarani, Plot No. D-3; Block 'D', Kolkata – 700 054 in Ward No. 14 under **Assessee No. 110140302818..**

**AND WHEREAS** thereafter the Vendor herein **M/s. Real Developer** duly obtained a sanctioned building Plan vide **Building Permit No. 2022030104 dated 02.03.2023, Borough No. III** from the Kolkata Municipal Corporation for construction of a **(G+III) storied** ownership building thereon the said Property.

**SCHEDULE 'B'**  
**DESCRIPTION OF THE FLAT AND COVERED PARKING**

**PART - I**

**ALL THAT** the Flat No. “.....” with Carpet Area of ..... (Super Built Up Area Approx. .... **Sq.ft.**) Sq.ft. approx. constructed in the ratio of the such covered area of the Flat on the same proportion out of the total area of the land on the ..... **Floor** of “**NEER**” at all that the said land measuring an area of 2 (Two) Cottah 14 ( Fourteen) Chittack 29.65 (Twenty Nine Point Six Five) Sq.Ft. more or less including all easement rights and appurtenances thereto lying situate at and being Premises No. 46/C/21 Biplabi Barin Ghosh Sarani, Kolkata – 700 054, Plot No. D-3; Block ‘D’, under the Police Station of Maniktala within the limits of Kolkata Municipal Corporation in Ward No. 14 under Assessee No. 110140302818, Additional District Sub-Registration Office at Sealdah in the District of South 24 Parganas and the said land is butted and bounded as follows :

- ON THE NORTH:** By Premises No. 46/C/20 B.B.Ghosh Sarani;  
**ON THE SOUTH** : By 10.058 M (33ft.) wide B.B.Ghosh Sarani  
(Black top Road);  
**ON THE EAST** : By Premises No. 46/C/22 B.B.Ghosh Sarani;  
**ON THE WEST:** By 10.058 M (33ft.) wide B.B.Ghosh Sarani.

**PART - II**

Description of the Floor Plan for the Flat No. “.....” on the ..... **Floor** of “**NEER**”

- a) No. of Bed room : .... (.....)  
b) Living/Dining space : 1 (One)  
c) Kitchen : 1 (One)  
d) Toilet : 2 (Two)  
e) Balcony : 1 (One)

The said Flat No. “.....” is more clearly delineated with **RED** border line in the sketch Map or Plan annexed hereto.

**PART - III**

No Parking Space purchased by the Allottee(s) in the building.

**SCHEDULE ‘C’**

**PAYMENT PLAN**

**PART - I**

**“AGREED CONSIDERATION”**

Consideration of **Rs.** ...../-  
**(Rupees.....)** only for the Undivided Share and for  
Construction and completion of the said Flat No. “.....” on the ..... **Floor**

admeasuring ..... (Super Built Up Area Approx. ....**Square Feet**) Sq.ft.  
Approx Carpet Area.

Goods & Service Tax as applicable extra on total value at current rates and/or as applicable at the time of payment.

Goods & Service Tax Registration Number **19AANFR2270A1ZB**.

**Any other Rates & Taxes as per W.B Government/ Central Government shall be payable wherever applicable.**

**PART – II**

All payments under Installment Payment Plan [IPP] shall be made within a maximum period of 10 [Ten] days of issue of demand letter otherwise interest applicable as per Rules shall be charged. In case payments is not made for two months from the demand date then the booking shall be cancelled at the sole discretion of “**Vendor/Promoter**” i.e. “**M/s. Real Developer**”and the Company shall deduct 15% as Service Charges plus applicable Goods & Service Tax on the amount so received till such time and refund the balance payment without any interest thereon.

All payments received after due date will be first applied towards applicable interest and other sums, if any due and thereafter towards the installments. No payment will be received after due date without the payment of the applicable interest, if any.

**PART – III**

The “Vendor/Promoter” shall endeavor to construct the said Flatand make the same ready for delivering the possession thereof not later than 31<sup>st</sup> December, 2024 from the date of booking subject to force majeure as mentioned in the Application of Booking Form and/or reasons beyond the control of the “Vendor/Promoter” in which circumstances Clause No. 7.6 shall be applicable. Further Clause No. 7.1 to 7.5 shall also be applicable with regards to the possession of the SaidFlat.

**PART – IV**

**Section A: Additional Payments payable wholly by the Allottee(s)**

- (a) All Statutory Rates and Taxes including Goods & Service Tax, betterment and/or development charges and any other tax, duty, levy or charge that may be applicable, imposed or charged etc. by the State/Central Government, if any, in connection with construction or transfer of the said Flat in favour of the Allottee(s).

- (b) Stamp duty, registration fee and all other taxes, levy, miscellaneous and other allied expenses relating to this Agreement for Sale, the Deed of Conveyance and all other papers and documents that may be executed and/or registered relating to the Said Flat as also the additional stamp duty, additional registration fee, penalty, interest or any other levy, if any, that may be imposed or payable in this regard at any time. It is further stated that over and above the stamp duty and registration charge a fixed cost of Rs.....00 (Rupees .....Thousand) only is to be paid for legal charges plus applicable GST.
- (c) Charges levied by the “Vendor/Promoter” for any additional or extra work done or any additional amenity or facility or additional fittings, fixtures provided or any changes, additions, alterations or variation made in the Said Flat from the declared specifications including the costs, charges and expenses for revision of the Plans to the extent it relates to such changes, additions, alterations or variation.
- (d) Formation of the Association for the common purposes.
- (e) Betterment and/or development charges or other levies that may be charged regarding the Premises or the Buildings or the construction in terms hereof.
- (f) Making any changes, additions, alterations or variation in the Buildings and/or providing any additional or special provision, facility, fitting or amenity in the Buildings and/or the Premises, including the costs, charges and expenses for revision of the Plans to the extent it relates to such changes, additions, alterations or variation.

**Section-B** : Additional payments payable proportionately by the Allottee(s) to the Vendor/Promoter are additional of the chargeable area.

Proportionate share of costs charges and expenses as detailed as under are all proportionately additional of the chargeable area:

- (a) Legal fee payable to the Vendor/Promoter.
- (b) Security Deposit and meter cost for induction of the meter in the name of the Allottee(s).

#### **PART – V**

Additional consideration payable to the “Vendor/Promoter” in case there be any increase in Carpet Area of the said Flat upon construction being made and the measurement being certified by the “Vendor/Promoter”. Such additional consideration shall be calculated at the same rate at which the Agreed Consideration has been computed.

#### **PART – VI**

**“DEPOSITS”**

- (a) Corpus Maintenance Deposit equivalent to 1 year Maintenance Fund @ Rs. 1/- [Rupees One Only] per sq. ft for 12 [twelve] months.
- (b) Deposit for Corporation/Jila Parishad/Panchayat/Local Authority Taxes.
- (c) Deposit for electric supply including transformer and electrical sub-station and meters
- (d) Deposit for any other item in respect of which payment is to be made by the Allottee(s) under Part - I of this Schedule.

The amounts of the aforesaid Deposits [b] [c] and [d] shall be quantified by the “Vendor/Promoter” at the appropriate time. The Allottee(s) agree/s and undertake/s to pay all the aforesaid Deposits within seven days of demand or before the Date of Possession, whichever is earlier, without raising any objection whatsoever regarding the same.

**SCHEDULE ‘D’**  
**SPECIFICATIONS, AMENITIES, FACILITIES**  
**(WHICH ARE PART OF THE FLAT)**  
**SPECIFICATIONS**

1. **STRUCTURE** : (R.C.C.) structure.
  - (a) **IRON** : Standard quality available in the market.
  - (b) **CEMENT** : Standard quality available in the market.
  - (c) **SAND** : Standard quality available in the market.
  - (d) **STONE CHIPS** : Standard quality available in the market.
2. **LIFT** : One Lift will be installed for common users, Lift power will be taken from the common service meter.
3. **WALL** : Outside walls of said Flats will be of cement plastering with weather coat finishing inside walls and partition walls will be of plaster of Paris finishing.
4. **FLOORING** : Vitrified tiles in floor, marble in balcony and ceramic tiles in toilet.
5. **WINDOWS** : Aluminium sliding windows with Grill.
6. **DOORS** : Good quality Phenol bonded flush doors in bedrooms and balcony. Pvc doors in toilet. Decorative ready door in main gate.
7. **WALLS** : Plaster of Paris finish. Glazed tiles will be provided in bath room walls from floor to door height.
8. **PIPE LINE** : Concealed pipe line in bathroom will be CPVC/UPVC.
9. **WIRING** : Concealed and Anchor standard switch to be provided in entire flat and one A.C. Point in master bed room.
10. **BATHROOM FITTINGS** : C.C. Bib Cock and Pillar Cock of good quality to be fitted.

11. **KITCHEN** : One Stainless Sink and Green polish slab top in the kitchen to be provided and 2 ft. height glazed tiles (colour) from the Green polish slab top in the Kitchen wall.
12. Iron Gate at the main entrance of the building.

**Note** : Extra work will be done by the Developer on payment of extra charges for the same by the Parties.

**THE SCHEDULE "E" ABOVE REFERRED TO**  
**(COMMON PORTIONS)**  
**PART - I**

- a) The foundation columns, girders, beams, supports, main walls, corridors, lobbies, stair, stairways, lift pit in the basement, lift well, lift machine room, ultimate roof, entrance to and exit from the building intended for common use.
- b) Common passages leading from the Municipal Road to the said building.
- c) Underground water reservoir, over head water tank, water pipes and other common plumbing installations.
- d) Electrical wiring, motor and fittings (excluding those as are installed for any particular flat).
- e) Lift and all apparatus and installations in the said building for common use.
- f) All drains, drainages, sewers, rain water pipes, septic tank, boundary walls and main gate including outer side of the walls of the said building.
- g) Such other common parts, areas, equipment, installations, fixtures, fittings and spaces in or about the said building as are necessary for passage to or user and occupancy of the said Flat or Unit or Car Parking Space in common and as are specified by the Developer expressly to be common parts after construction of the said building.

**PART - II**  
**(COMMON EXPENSES)**

- a) The expenses of maintaining, repairing, re-decorating and renewing the main structure and in particular the drainage system, sewerage, rain water discharge arrangement, water supply system, supply of electricity to all common areas mentioned in the Third Schedule hereinabove written.
- b) The expenses of repairing, maintaining, white-washing and colour washing the main structure of the building including the exterior of the building and

also the common areas of the building described in the Third Schedule hereinabove written.

- c) The costs of cleaning and lighting the entrance of the building, the passage and space around the building, lobbies, corridors, staircase and other common areas.
- d) Cost of decorating the exterior of the Premises.
- e) Cost of maintaining lift.
- f) Salary, Wages, Fees and Remuneration of Durwan, Sweeper, Liftman, Plumber, Electrician, Caretaker or any other person whose appointment may be considered necessary for maintenance and protection of the said Premises and administration and management of the affairs thereof.
- g) The Municipal taxes, Commercial Surcharge, Building Taxes, Urban Land Taxes, Water Taxes and other Rates and Taxes whatsoever as may be found payable on account of the said building.
- h) All common costs of Insurance of the said new building against earthquake, fire, lightning, mob-damage, civil commotion etc.
- i) All charges and deposits for supplies of common utilities to the Co-owners in common.
- j) All litigation expenses for protecting the said plot of land and the said building constructed in and upon the said plot of land.
- k) The office expenses incurred for maintaining the office of the Association of Occupiers to be formed for common purposes.
- l) All expenses referred above shall be borne and paid proportionately by the Co-purchasers on and from the date of taking over the possession of their respective Flat/Unit/Car Parking Space.

**R E C E I P T**

**RECEIVED** of and from the within named Allottee(s) the within mentioned sum of **Rs. ..../- (Rupees.....)** only being the earnest money and/or part payment under this Agreement for Sale as per Memo of Consideration given below :-

**MEMO OF CONSIDERATION**

By....., dated.....

**Rs. ..../-**

**(Rupees .....Only)**

**WITNESSES:**

1.

2.

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**Signature of the Vendor/Promoter**

**Drafted by: -**

**Advocate,**