

AGREEMENT FOR SALE

This Agreement for Sale executed on this ____ day of _____ 2023 (two thousand twenty three).

By and Between

JP ENTERPRISE, represent by its proprietor **JAYATI PAIN (PAN - ALDPC0928M)**, (Aadhaar No. **3267 9887 3562**), daughter of Sukumar

Chakraborty, wife of Partha Sarathi Pain, ag by faith- Hindu, by nationality- Indian, residing at Village - Jagadishpur, Post Office – Rajarhat, Police Station - Rajarhat, District - North 24 Parganas, Kolkata - 700135, in the state of West Bengal, hereinafter all hereby called and referred as the **LANDOWNER / VENDOR / DEVELOPER** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include her successors in office, legal representatives, administrator assigns and/or nominees etc) of the **PARTY OF THE ONE PART.**

AND

(1) _____, (PAN - _____) son of _____, having permanent address at _____, by faith: _____, by Nationality - _____, by occupation _____, **(2)** _____, (PAN - _____) wife of _____, having permanent address at _____, by faith: _____, by Nationality - _____, by occupation _____, hereinafter called and referred to as the **“ALLOTTEE /S”** (which terms and expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, administrators, executors, representatives and assigns) of the **SECOND PART.**

The Purchaser and the Land Owner/ Developer shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

WHEREAS:

- A. "Land Owner" is the absolute and lawful owner of **ALL THAT** Piece and Parcel of **Bastu** land measuring more or less **05 (five) khata** lying and situated at **Mouza - Bhatenda**, J.L. No – 28, in the District- North 24 Parganas, Kolkata – 700135, comprised and contained in **R.S. and L.R**

Dag No 214, L.R. Khatian No. 3056, Bishnupur 1 No Gram panchayat, Police Station – Rajarhat, which is within the local limits of Rajarhat. Gram Panchayat, in the state of West Bengal, more particularly described in Schedule A1.

- B. The Said Land is earmarked for the purpose of building a [commercial/residential] project, comprising of multi-storied apartment buildings and [96 flat units] and the said project shall be known as '**“SUNANDA APARTMENT”**' ("Project"); Provided that where land is earmarked for any institutional development the same shall be used for those purposes only and no commercial/residential development shall be permitted unless it is a part of the plan approved by the competent authority.
- C. The Developer is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Developer regarding the said land on which Project is to be constructed have been completed;
- D. The Office of The Rajarhat Panchayat Samity, Rajarhat, North 24 Parganas has granted the commencement certificate to develop the Project vide approval dated 10/04/2023 memo no. **464/RPS.**
- E. The Developer has obtained the final layout plan approvals for the Project from The Office of The Rajarhat Panchayat Samity, and The Barasat Zila Parishad. The Developer agrees and undertakes that it shall not make any changes to these layout plans except in compliance with Rules of the Act and other laws as applicable;
- F. The Developer has applied for registration of the Project under the provisions of the Act with the Real Estate Regulatory Authority.
- G. The Purchaser had applied for an apartment in the Project on (date) and has been allotted ALL THAT piece and parcel of Flat, bearing Apartment no. - **Flat:** _____, Type - _____ **BHK**, on the _____ **Floor**, Carpet Area- _____ square feet, total super-built up Area- _____ (_____) square feet, along with a covered car parking at ground floor, admeasuring _____ square feet in the said building namely **“SUNANDA APARTMENT”** (sub 4 meter and medium size car only) (Independent parking), as permissible under

the applicable law and of pro rata share in the common areas ("Common Areas") as defined in Schedule D (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); in the above said land more particularly described in Schedule A1.

- H. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- I. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;
- J. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- K. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Developer hereby agrees to sell and the Purchaser hereby agrees to purchase the [Apartment] and the garage/car parking (if applicable) as specified in paragraph H;

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:

Subject to the terms and conditions as detailed in this Agreement, the Developer agrees to sell to the Purchaser and the Purchaser hereby agrees to purchase, ALL THAT piece and parcel of Flat, bearing Apartment no. - **Flat:** _____, Type - _____ **BHK**, on the _____ **Floor**, Carpet Area- _____ square feet, total super-built up Area- _____ (_____) square feet, along with a covered car parking at ground floor, admeasuring _____ square feet in the said building namely "**SUNANDA APARTMENT**" at the total consideration for the Apartment and Garage is Rs: _____ /- (**Rupees** _____) **only.**

Rate of Apartment per square feet (carpet area)	Rs:
Rate of Apartment per square feet (Super builtup area)	Rs:
Price of Apartment-	Rs:
Price of 1 Car Parking	Rs:
Total Price of Apartment and garage (excluding GST)	Rs:
GST on the above amount (@1%)	Rs:
Total Price of Apartment and garage (including GST)	Rs:

Explanation: (i) The Total Price above includes the booking amount paid by the Purchaser to the Developer towards the Apartment (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Developer by way of Value Added Tax, Service Tax, GST, CGST, if any as per law, and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Developer) up to the date of handing over the possession of the Apartment Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the Purchaser to the Developer shall be increased/reduced based on such change / modification; (iii) The Developer shall periodically intimate to the Purchaser, the amount payable as stated in (i) above and the Purchaser shall make payment within 15 (fifteen) days from the date of such written intimation. In addition, the Developer shall provide to the Purchaser 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 above does not include stamp duty, registration charges, lawyer fees, maintenance charges, any extra work charges and all other incidental and legal expenses etc.; (v) The Total Price of Apartment includes: 1) pro rata share in the Common Areas; and

2) ___one___ garage(s)/car parking(s) as provided in the Agreement.

The Total Price is escalation-free, save and except increases which the Purchaser 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 Developer undertakes and agrees that while raising a demand on the Purchaser for increase in development charges, cost/charges imposed by the competent

authorities, the Developer shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Purchaser, which shall only be applicable on subsequent payments.

The Purchaser(s) shall make the payment as per the payment plan set out in Schedule C ("Payment Plan").

It is agreed that the Developer shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of the apartment booked in Schedule E (Specifications of the Apartment), as the case may be, without the previous written consent of the Purchaser. Provided that the Developer may make such minor additions or alterations as may be required by the Purchaser, or such minor changes or alterations as per the provisions of the Act.

The Developer shall confirm the final carpet area that has been allotted to the Purchaser after the construction of the Building is complete and the occupancy certificate* is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Developer. If there is any reduction in the carpet area within the defined limit then Developer shall refund the excess money paid by Purchaser within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Purchaser. If there is any increase in the carpet area allotted to Purchaser, the Developer shall demand that from the Purchaser as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1 of this Agreement.

Subject to Clause 9.3 the Developer agrees and acknowledges, the Purchaser shall have the right to the Apartment as mentioned below:

- (i) The Purchaser shall have exclusive ownership of the Apartment
- (ii) The Purchaser shall also have undivided proportionate share in the Common Areas. Since the share / interest of Purchaser in the Common Areas is undivided and cannot be divided or separated, the Purchaser shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Purchaser to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the Developer shall convey undivided proportionate title in the common areas to the association of Purchasers;
- (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 electric wiring, etc. and includes cost for providing all other facilities as provided within the Project.

It is made clear by the Developer and the Purchaser agrees that the Apartment along with one garage/ car 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 and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Purchaser. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Purchasers of the Project.

It is understood by the Purchaser that all other areas and i.e. areas and facilities falling outside the Project, shall not form a part of the declaration to be filed with the Competent Authority in accordance with the West Bengal Apartment Ownership Act, 1972.

The Developer agrees to pay all outgoings before transferring the physical possession of the apartment to the Purchasers, which it has collected from the Purchasers, for the payment of outgoings only till the date of physical possession is ready to transfer, as and when notified by the Developer, (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 Developer fails to pay all or any of the outgoings collected by it from the Purchasers or any liability, mortgage loan and interest thereon before transferring the apartment to the Purchasers, the Developer agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person. The Developer will not be liable for any outgoings for which the liability is created or related to the date after completion of the Project.

The Purchaser has paid a sum of **Rs.** **i.e.** Rupees as booking amount being part payment towards the Total Price of the Apartment at the time of application the receipt of which the Developer hereby acknowledges and the Purchaser hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan as may be demanded by the Developer within the time and in the manner specified therein:

Provided that if the Purchaser delays in payment towards any amount for which is payable, he shall be liable to pay interest at the rate specified in the Rules.

2. MODE OF PAYMENT Subject to the terms of the Agreement and the Developer abiding by the construction milestones, the Purchaser shall make all payments, on demand by the Developer, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/demand draft or online payment (as applicable) in favour of '**JP ENTERPRISE**' payable at Kolkata.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES

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

The Developer accepts no responsibility in this regard. The Purchaser shall keep the Developer fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Purchaser subsequent to the signing of this Agreement, it shall be the sole responsibility of the Purchaser to intimate the same in writing to the Developer immediately and comply with necessary formalities if any under the applicable laws. The Developer shall not be responsible towards any third party making payment/remittances on behalf of any Purchaser and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Developer shall be issuing the payment receipts in favour of the Purchaser only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS

The Purchaser authorizes the Developer to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Developer may in its sole discretion deem fit and the Purchaser undertakes not to object/demand/direct the Developer to adjust his payments in any manner.

5. TIME IS ESSENCE

Time is of essence for the Developer as well as the Purchaser. The Developer shall abide by the time schedule for completing the project and handing over the Apartment to the Purchaser and the common areas to the association of the Purchasers after receiving the occupancy certificate* or the completion certificate or both, as the case may be, as and when granted by the competent authority. Similarly, the Purchaser shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the

simultaneous completion of construction by the Developer as provided in Schedule C ("Payment Plan").

6. CONSTRUCTION OF THE PROJECT/ APARTMENT

The Purchaser has seen the specifications of the Apartment and accepted the Payment Plan, floor plans, layout plans which has been approved by the competent authority, as represented by the Developer. The Developer shall develop the Project in accordance with the said layout plans, floor plans and specifications. Subject to the terms in this Agreement, the Developer undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the present West Bengal Housing Laws, and shall not have an option to make any variation /alteration /modification in such plans, other than after taking approval from the Competent and Regulatory authorities. If the Developer intends to develop buildings in any adjoining plot of land, then he shall have the right and power to amalgamate the adjoining land with land of the said Project and merge the common areas, facilities and amenities of the new buildings on the adjacent land with the said Project after taking approval from the Competent and Regulatory authorities, and the Purchaser agrees to not have any objection with this kind of merger and amalgamation.

7. POSSESSION OF THE APARTMENT

Schedule for possession of the said Apartment: The Developer agrees and understands that timely delivery of possession of the Apartment is the essence of the Agreement. The Developer, based on the approved plans and specifications, assures to hand over possession of the Apartment by **09TH April, 2028** , 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"). An additional six (6) months of grace period from the above mentioned date is allowed to the Developer to hand over the apartment (that is till June, 2025). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Purchaser agrees that the 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 Purchaser agrees and confirms that, in the event it becomes impossible for the Developer to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Developer shall refund to the Purchaser the entire amount received by the Developer from the allotment in respect of the said Apartment and Garage, if applicable, within 45 days from that date without any interest charges. After refund of the money paid by the Purchaser, Purchaser agrees that he/ she shall not have any rights, claims etc. against the Developer and that the Developer shall be released and discharged from all its obligations and liabilities under this Agreement.

Procedure for taking possession – The Developer, upon obtaining the occupancy certificate* from the competent authority shall offer in writing the possession of the Apartment, to the Purchaser in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Developer shall give possession of the Apartment to the Purchaser. The Developer agrees and undertakes to indemnify the Purchaser in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Developer. The Purchaser agree(s) to pay the maintenance charges as determined by the Developer/association of Purchasers, as the case may be. The Developer on its behalf shall offer the possession to the Purchaser in writing after receiving the occupancy certificate* of the Project.

Failure of Purchaser to take Possession of Apartment: Upon receiving a written intimation from the Developer as per clause 7.2, the Purchaser shall take possession of the Apartment from the Developer by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Developer shall give possession of the Apartment to the Purchaser. In case the Purchaser fails to take possession within the time provided in clause 7.2, such Purchaser shall continue to be liable to pay maintenance charges as applicable from the date of such intimation.

Possession by the Purchaser – After obtaining the occupancy certificate* and handing over physical possession of the Apartment to the Purchasers, it shall be the responsibility of the Developer to hand over the necessary documents and plans, including common areas, to the association of the Purchasers or the competent authority, as the case may be, as per the local laws.

Cancellation by Purchaser – The Purchaser shall have the right to cancel/withdraw his allotment in the Project as provided in the Act: Provided that where the Purchaser proposes to cancel/withdraw from the project without any fault of the Developer, the Developer herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the Purchaser shall be returned by the Developer to the Purchaser within 45 days of such cancellation.

Compensation – The Developer shall compensate the Purchaser 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 compensation under this section shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the Developer fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; the

Developer shall be liable, on demand to the Purchasers, in case the Purchaser 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 specified in the Rules within 45 days including compensation in the manner as provided under the Act. Provided that where if the Purchaser does not intend to withdraw from the Project, the Developer shall pay the Purchaser interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the Apartment.

8. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER

The Developer hereby represents and warrants to the Purchaser as follows:

- (i) The 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 Developer has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project
- (iv) There are no litigations pending before any Court of law with respect to the said Land, Project or the [Apartment];
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the 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;
- (vi) The Developer has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Purchaser created herein, may prejudicially be affected;
- (vii) The Developer has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said Apartment which will, in any manner, affect the rights of Purchaser under this Agreement;
- (viii) The Developer confirms that the Developer is not restricted in any manner whatsoever from selling the said Apartment to the Purchaser in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Developer shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Purchaser and the common areas to the Association of the Purchasers;
- (x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;

- (xi) The Developer has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities until the physical handover of the project.
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Developer in respect of the said Land and/or the Project
- (xiii) That the property is not Waqf property.

9. EVENTS OF DEFAULTS AND CONSEQUENCES

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

- (i) Developer fails to provide ready to move in possession of the Apartment to the Purchaser within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects;
- (ii) Discontinuance of the Developer's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

In case of Default by Developer under the conditions listed above, Purchaser is entitled to the following:

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

The Purchaser shall be considered under a condition of Default, on the occurrence of the following events:

- (i) In case the Purchaser fails to make payments for two consecutive demands within fifteen (15) days of each demand made by the Developer as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Purchaser shall be liable to pay

interest to the Developer on the unpaid amount at the rate specified in the Rules.

- (ii) In case of Default by Purchaser under the condition listed above continues beyond two consecutive demands and after notice from the Developer in this regard, the Developer shall cancel the allotment of the [Apartment/ Plot] in favour of the Purchaser and refund the amount money paid to him by the Purchaser by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

10. CONVEYANCE OF THE SAID APARTMENT

The Developer, on receipt of complete amount of the Price of the [Apartment] under the Agreement from the Purchaser, shall execute a conveyance deed and convey the title of the [Apartment] together with proportionate indivisible share in the Common Areas within 3 (three) months from the issuance of the occupancy certificate*. However, in case the Purchaser fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Purchaser authorizes the Developer to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Developer/Registrar/competent authority is made by the Purchaser. The Purchaser shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/ penalties imposed by the competent authority(ies).

11. MAINTENANCE OF THE SAID BUILDING / APARTMENT / PROJECT

The Developer shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of the Purchasers. The cost of such maintenance has been excluded in the Total Price of the Apartment, and shall be paid separately at the time of giving possession. The Maintenance Charges will be Rs.2.5 (rupees two and fifty paise) per square foot of super build up area of the apartment, and can be increased by the Developer/Association of Purchasers, when formed, at the time of or after giving Possession of the said Apartment. Non-payment or late payment of maintenance charges by the Purchasers will attract penalty charges along with the due amount, which shall be reasonable and decided by the Developer/Association of Purchasers when formed.

12. DEFECTLIABILITY

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of service or any other obligations of the

Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5(five)years by the Allottee from the date of handing over possession.

13. RIGHT OF PURCHASER TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES

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

14. RIGHT TO ENTER THE APARTMENT FOR REPAIRS

The Developer / maintenance agency /association of Purchasers shall have rights of unrestricted access of all Common Areas, garages/car parking's and parking spaces for providing necessary maintenance services and the Purchaser agrees to permit the association of Purchasers and/or maintenance agency/Developer 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 service areas as located within the project **SUNANDA APARTMENT**, shall be earmarked for purposes such 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 uses as per sanctioned plans. The Purchaser shall not be permitted to use the services areas in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of Purchasers formed by the Purchasers for rendering maintenance services.

16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

The Purchaser 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 laws 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 ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized. The Purchaser further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Purchasers 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 Purchaser 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 Purchaser shall also not remove any wall, including the outer and load bearing wall of the Apartment. The Purchaser shall plan and distribute its electrical load in conformity with the electrical systems installed by the Developer and thereafter the association of Purchasers and/or maintenance agency appointed by association of Purchasers. The Purchaser shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PURCHASER

The Purchaser is entering into this Agreement for the allotment of a Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular. That the Purchaser 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, all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the Apartment/ at his/ her own cost.

18. ADDITIONAL CONSTRUCTIONS

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan has been approved by the competent authority (ies) except for as provided in the Act.

19. DEVELOPER SHALL NOT MORTGAGE OR CREATE CHARGE

After the Developer executes this Agreement, he shall not mortgage or create a charge on the [Apartment/Plot/ Building] and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Purchaser who has taken or agreed to take such [Apartment/Plot/Building].

20. APARTMENT OWNERSHIP ACT

The Developer has assured the Purchasers that the project in its entirety is in accordance with the provisions of the West Bengal Apartment Ownership Act,1972. The Developer showing compliance of various laws/regulations as applicable in the State of West Bengal.

21. BINDING EFFECT

Forwarding this Agreement to the Purchaser by the Developer does not create a binding obligation on the part of the Developer or the Purchaser until, firstly, the Purchaser signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 15 (fifteen) days from the date of receipt by the Purchaser and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Developer. If the Purchaser(s) fails to execute and deliver to the Developer this Agreement within 15 (fifteen days) from the date of its receipt by the Purchaser and/or appear before the Registrar/Sub-Registrar/ registrar of Assurance for its registration as and when intimated by the Developer, then the Developer shall serve a notice to the Purchaser for rectifying the default, which if not rectified within 30(thirty) days from the date of its receipt by the Purchaser, application of the Purchaser shall be treated as cancelled and all sums deposited by the Purchaser in connection therewith excluding the booking amount shall be returned to the Purchaser without any interest or compensation whatsoever, but after deducting the interest charges for late payment, if any.

22. ENTIRE AGREEMENT This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/ plot/building, as the case may be.

23. RIGHT TO AMEND

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

24. PROVISIONS OF THIS AGREEMENT APPLICABLE ON PURCHASER / SUBSEQUENT PURCHASERS

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 Project shall equally be applicable to and enforceable against any subsequent Purchasers 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

The Developer may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the

Purchaser in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Purchaser that exercise of discretion by the Developer in the case of one Purchaser shall not be construed to be a precedent and /or binding on the Developer to exercise such discretion in the case of other Purchasers. Failure on the part of the Developer 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 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 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.

27. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT

Wherever in this Agreement it is stipulated that the Purchaser has to make any payment, in common with other Purchaser(s) in Project, the same shall be the proportion which the super built up area of the Apartment bears to the total super built up area of all the Apartments in the Project.

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

29. PLACE OF EXECUTION :- The execution of this Agreement shall be complete only upon its execution by the Developer through its authorized signatory at the Developer's Office, or at some other place, which may be mutually agreed between the Developer and the Purchaser.

30. NOTICES

That all notices to be served on the Purchaser and the Developer as contemplated by this Agreement shall be deemed to have been duly

served if sent to the Purchaser or the Developer by Registered Post at their respective addresses specified below:

(Name of Purchaser)-_____ (Purchaser Address)-

(Developer's name) JP ENTERPRISE
Developer's address) Jagadishpur , Post Office and Police Station –
Rajarhat, District – North 24 Parganas, Kolkata – 700135, in the state of
West Bengal.

It shall be the duty of the Purchaser and the 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 Developer or the Purchaser, as the case may be.

31. JOINT PURCHASERS: - That in case there are Joint Purchasers all communications shall be sent by the Developer to the Purchaser 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 Purchasers.

32. GOVERNING LAW That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force.

33. DISPUTE RESOLUTION: - All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the Adjudicating Officer appointed under the Act.

[The other terms and conditions are as per the contractual understanding between the parties; however, the additional terms and conditions are not in derogation of or inconsistent with the terms and conditions set out above or the Act and the Rules and Regulations made there under].

34. To be read with point no. 7.5 The Purchaser must give a written confirmation to the Developer for any cancellation.

--:THE "A" SCHEDULED OF THE PROPERTY::-
(DESCRIPTION OF THE SAID PROPERTY)

ALL THAT Piece and Parcel of **Bastu** land measuring more or less **05 (five) khata** lying and situated at **Mouza - Bhatenda**, J.L. No – 28, in the District- North 24 Parganas, Kolkata – 700135, comprised and contained in R.S. and L.R Dag No 214, **L.R. Khatian No. 3056**, Police Station – Rajarhat, which is within the local limits of Rajarhat Bishnupur 1 No. Gram Panchayat, Additional District Sub Registry Office Bidhannagar (Salt Lake City) at present Additional District Sub Registry Office Rajarhat , Newtown, District – North 24 Parganas, Kolkata – 700135, West Bengal.

ON THE NORTH:- _____ feet wide road.

ON THE SOUTH:- R.S. Dag No. 214 (P).

ON THE EAST: - R.S. Dag No. 214 (P).

.

ON THE WEST :- R.S. Dag No. 241 (P).

--:THE "B" SCHEDULED ABOVE REFERRED::-
(Subject matter of this Agreement)

ALL THAT piece and parcel of a residential Flat, tiles flooring, Apartment no. - **Flat:** __, Type ____ **BHK**, on the _____ **Floor**, Carpet Area- _____ square feet, total super-built up area- _____ (_____) square feet, along with a covered car

parking at ground floor, in the said building namely “**SUNANDA APARTMENT**” together with undivided proportionate share or interest of the land along with all proportionate rights of all common areas and facilities of the building duly constructed on the premises more fully mentioned in the First schedule herein above written.

Car Parking Area- 120 Sq. ft (minimum), Car Parking Type -sub 4 meter and medium size car only .

Car Parking Entry- Independent parking. Car Parking No. - To be allotted with Possession Letter.

SCHEDULE 'C' - PAYMENT PLAN BY THE PURCHASER

The Total Consideration/Price of Apartment and garage (excluding GST) is Rs: _____ /- (**Rupees** _____) **only**.

- a. On application Rs. _____ /-only.
- b. On signing of this agreement 10% of total consideration (includes booking amount) i.e. **Rs.**_____ only.
- c. On Foundation 15% of total consideration.
- d. On Ground Floor Roof casting 10% of total consideration.
- e. On 1st Floor Roof casting 10% of total consideration.
- f. On 2nd Floor Roof casting 10% of total consideration.
- g. On 3rd Floor casting 10% of total consideration.
- h. On 4th Floor Roof casting 10% of total consideration.
- i. On Brick work and plaster of Apartment 10% of total consideration.
- j. On Completion of Tiles Work of the Apartment 5% of the total consideration.
- k. Balance 10% on possession of flat (with car parking space).

Note:

All amount payable above to be paid together with applicable GST and other statutory charges payable from time to time.

SCHEDULE 'D' - DEFINITION OF COMMON AREAS

Part 1 – Common Area and Portions (with access for all Purchaser)

- a. Lobbies, stair case and lifts.
- b. The ultimate roof of the building areas
- c. Open pathways, all gates to the premises.
- d. Egress and ingress of the building.
- e. Main gate.
- f. Water pump and motor

Part 2 – Service Area and Portion (With access for only maintenance staff and Association)

- a. Stair Head Room, Lift Machine Room, Lift well.
- b. Electric Meters, Wiring and electric accessories for lighting of common areas in the block.
- c. Electric cables.
- d. Overhead water reservoirs, Exterior Water pipes/ pipe lines.
- e. Drains sewers, septic tank/s and their connection.
- f. All Pumps and motors.
- g. All external lighting.

SCHEDULE 'E' – SPECIFICATIONS OF THE APARTMENT

FOUNDATION- The foundation of the building shall be reinforced cement concrete piling foundation

STRUCTURE - The main structure of the building shall be of reinforced cement concrete frame structure comprising of R.C.C. Columns beams slabs etc.

ELEVATION - Attractive designed front elevation with exclusive finish.

WALLS - The external walls of the building be 125 mm thick brick/flyash brick/ and partition wall inside the flats shall be of 125 mm thick. Both to be bounded with cement mortar.

PLASTERING - All internal surface shall be plastered with cement and finished with plaster of Paris. All external walls shall be plastered with cement and sand and painted with cement paints of reputed make. Inside wall shall be finished with wall putty.

FLOORING - All flooring and skirting inside the flat including the balcony shall be made with 2'x2' Vitrified tiles. The toilets shall have 6' glazed

ceramic tiles with anti skid tile flooring. The kitchen will have tile flooring.

DOORS - All doors frame will be made by wooden. The main door will be of wooden flush door with outside door skin/laminate. Internal door shall be wooden flush door affixed on proper frame painted with primer paint. Toilets will have plastic door. The main door shall be provided with one magic eye.

WINDOWS - All window shall be aluminium frame and will be fitted with glass.

TOILET FITTINGS - All toilets will have anti – Skid tile flooring. All toilets be provided with concealed plumbing for water. Each bath room shall have European W.C. or Indian type pan which the Purchaser will choose (option of choosing is only before materials arrive), one cistern. Each toilet will have concealed stop cock, bib cocks and shower. One bathroom will have attached basin. The camod/WC and the basin will have white colour.

KITCHEN FITTINGS/FIXTURES: The Kitchen will have tile flooring. The Kitchen shall have Black stone platform, 2 feet dado ceramic tiles on cooking slab and one stainless steel sink.

STAIRS - All landings and steps of the stair-case will have Marble/Tiles.

ELECTRICALS - Meter-individual meter to be fitted by the flat buyers shall be done at their individual own cost. All electrical lines, to be concealed, having quality copper wires of proper gauge with earthing arrangements, all switch boards to be of PVC with front cover, switch/plug/sockets etc.

ELECTRICAL POINTS:

Bed rooms - Four light points, one fan point, one plug point (6 Amps),

Toilets - One light point, one exhaust fan point, 15 Amps Geyser point (in one toilet)

Living/Dining Room - three light points, one fan points, one plug point (6 Amps), one T.V. Point and one Refrigerator point (15 AMP)

Kitchen - two light point, one Water filter point and exhaust point and one 15 Amps Microwave point.

Stairs/ Common Gallery- One light point in each landing, One bell Point outside of every flat.

One plug point (6 Amps) in the balcony.

The Purchaser has to pay extra money for any extra work other than what are stated in hereto.

IN WITNESS WHEREOF the parties have hereunto set and subscribed their signatures, seal the day month and year first above written.

Signed sealed and delivered in the presence of witness :-

1.

2.

Signature of the Power of Attorney
holder of the Land owners

Signature of the Developer

Signature of the Purchaser

::: MEMO OF CONSIDERATION :::

Received a sum of **Rs. /- (Rupees) only from the purchaser**
in the presence of the following witnesses by cash / cheque/ NEFT.

Date	Bank of Branch	Cheque	Amount
-------------	-----------------------	---------------	---------------

Total

Rupees

only.

Witness:-

1.

2.

Signature of the Developer