

**AGREEMENT FOR SALE**

**THIS AGREEMENT IS MADE ON THIS THE ..... DAY OF  
..... TWO THOUSAND AND TWENTY THREE (2023)**

**-BETWEEN –**

**SUTAPA ROY (PAN ARSPR4858C) ( Aadhar 3062 6988 5545),** daughter of Late Dilip Kumar Roy, by faith- Hindu, by occupation- Housewife, by nationality- Indian, residing at Flat no.6H, 26/1, Gorakhabasi Road, Post Office- Dum Dum, Police Station- Nagerbazar, Pin-700028

**TANUKA ROY (PAN AMQPR6048D) ( Aadhar 9797 2255 5303)**, daughter of Late Dilip Kumar Roy, by faith- Hindu, by occupation- Housewife, by nationality- Indian, residing at 23, Rafi Ahmed Kidwai Road, Bangur Avenue, Post Office-Bangur, Police Station-,Nagerbazar, Pin- 700055

**DIBYENDU ROY (PAN AGYPR4046B) (Aadhar 6171 7246 7213)**, son of Late Dilip Kumar Roy, by faith- Hindu, by occupation- Business, by nationality- Indian, residing at 23 Rafi Ahmed Kidwai Road, Bangur Avenue, Post Office-Bangur, Police Station-,Nagerbazar ,Pin-700055

**HRISHIKESH NAG (PAN AMSPN6131D) (Aadhar 6238 9669 2786)**, son of Late Bina Rani Nag, by faith- Hindu, by occupation- Retired, by nationality- Indian, residing at 236, Kabi Nabin Sen Road, Post Office- Dum Dum, Police Station- Nagerbazar,Pin-700028

**TANDRA NAG (PAN ABTPN2117P ) (Aadhar 4033 8102 5251)**, daughter of Late Bina Rani Nag, by faith- Hindu, by occupation- Retired, by nationality- Indian, residing at 236, Kabi Nabin Sen Road, Post Office- Dum Dum, Police Station- Nagerbazar,Pin-700028

**DEBABRATA NAG (PAN AHPPN3386G) ( Aadhar 5077 4771 3441)** son of Late Bina Rani Nag, by faith- Hindu, by occupation- Business, by nationality- Indian, residing at 236, Kabi Nabin Sen Road, Post Office- Dum Dum, Police Station- Nagerbazar,Pin-700028

**JAYATHEE ROY (PAN: ACXPR9705L) (AADHAR 5220 0548 5454)** daughter of Late Dinomoy Roy, by faith-Hindu, by occupation- Business, by nationality- Indian, residing at 50, Gorakhabasi Road, Post Office- Dum Dum, Police Station-Dum Dum, Pin-700028

**PRIYANKA ROY alias DEB (PAN ) ( Aadhar 6829 0950 4421)** daughter of Late of Dinomoy Roy, by faith-Hindu, by occupation- Housewife, by nationality- Indian, residing at 515, Kabi Nabin Sen Road, Post Office- Dum Dum, Police Station- Nagerbazar, Pin-700028.

**DEBDUTTA ROY(PAN No. BBNPR1425D), ( Aadhar 9808 8443 8966)** son of Late Dinomoy Roy, by faith-Hindu, by occupation- Service, by nationality- Indian, residing at 23,Rafi Ahmed Kidwai Road, Bangur Avenue , Post Office-Bangur, Police Station-,Nagerbazar, Pin-700055.

**NILU ROY (PAN DHXPR7447P) (Aadhar 7763 1907 4712)**, Wife of Late Dinomoy Roy, by faith-Hindu, by occupation- Housewife, by nationality- Indian, residing at 23,Rafi Ahmed Kidwai Road, Bangur Avenue Post Office- Bangur, Police Station-,Nagerbazar, Pin- 700055 ,hereinafter referred to as the **OWNER/VENDORS** (which term or expression shall unless excluded by or repugnant to the subject or context shall be deemed to mean and include their

respective heirs, legal representatives, administrators, executors, successors and assigns) of the **FIRST PART**;

**And**

**SAMRIDDI DEVELOPERS PVT. LTD. (PAN AAHCS6328R)**, a Private Limited Company duly incorporated in accordance with the provisions of the Companies Act, 1956 having its registered office at 9/12, Lal Bazar Street, Third Floor, Block - C, P. O. GPO, P. S. Lalbazar, Kolkata – 700001 and work for gain at 25A, Park Street, 3<sup>rd</sup> floor Room no.301, Kolkata-700016 through its **Authorized Signatory JAYATHEE ROY ( CEO ) (PAN: ACXPR9705L) (AADHAR 5220 0548 5454 )**., wife of Sri Indrajit Roy, 50, Gorakhabasi Road, Post Office- Dum Dum, Police Station-Dum Dum, Pin-700028, hereinafter called the '**DEVELOPER**' (which expression shall unless excluded by or repugnant to the context be deemed to mean and include the partners, successors, successors in office and assigns) (Developer includes successor-in-interest and assigns) of the **SECOND PART** Owners and Developer individually **Party** and collectively **Parties**.

**AND**

..... (**PAN:.....**) son of .....residing at .....Post Office- ....., Police Station-.....,District - ....., West Bengal, Pin-.....,hereinafter called and referred to as the '**PURCHASER/ALLOTTEE**' (which term and expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his/her/its/their heirs, executors, administrators, successors, successors-in-interests, representatives, nominee/s and assigns) of the **THIRD PART**.

The Promoter and Allottee shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

#### **DEFINITIONS:**

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

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

**WHEREAS:**

- A.** The landowners abovenamed are the absolute owners of **ALL THAT** piece and parcel of land admeasuring **25 Cottah** more or less Holding No.404, K.N. Sen Sen Road, lying and situated at Mouza- Satgachi, Ward No.25, J.L. no.20, R.S. 154,Touzi No.169,C.S. Khatian Nos.540, 374,319,326, C.S. Dag Nos.762,763,855,846,751,753,754,2733, L.R. Khatian Nos.2012,2027, L.R. Dag Nos.1983,2154,2195, Dist-24 Paraganas(N), under South Dum Dum Municipality,Police Station- Dum Dum, Sub Registration office –Cossipore Dum Dum, District **-24 Parganas.**
- B.** The Owner/Vendors entered into a **Development Agreement** with the Promoters on dated 14<sup>th</sup> December, 2022 in respect of the Land measuring about (hereinafter referred to as "Said Land"), being Development Agreement dated 14<sup>th</sup> December, 2022, registered with the office of Additional Registrar of Assurance IV, Kolkata and recorded in Book No.I, Volume no.1904-2022, Pages 1190287 to 1190337, Being no.190420735 for the year 2022 and Development Agreement dated 14<sup>th</sup> December, 2022 registered with the office of Additional Registrar of Assurance IV, Kolkata and recorded in Book No.I, Volume no.1904-2022 Pages 1180160 to 1180199, Being no.190420696 for the year 2022 Power of Attorney dated 13.01.2023 registered with the office of Additional Registrar of Assurance III, Kolkata and Power of Attorney dated 13.01.2023,registered with the office of Additional Registrar of Assurance III, Kolkata recorded in recorded in Book No.I, Volume no.1904-2023, Pages 70839 to 70869, Being no.190400740 for the year 2023 and recorded in Book No.I, Volume no.1904-2023, Pages 70668 to 70708, Being no.190400741 for the year 2023.
- C.** The Said Land is earmarked for the purpose of building a residential Project comprising multistoried apartment buildings and the said project shall be known as "**SWAROJINEE** " and the terms & conditions for owning an Apartment in the said Project shall be as recorded hereinafter.
- D.** The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land on which Project is to be constructed have been completed.
- E.** The South Dum Dum Municipality being the Local Civic Authority has granted the necessary permission to develop the project vide approval bearing No.551 dated 18.08.2022.

- F.** The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project from the South Dum Dum Municipality and also for the apartment, plot or building from Local Civic Authority. The Promoter agrees and undertakes that it shall not make any change in any Block/s to the approved plans except in strict compliance with section 14 of the Act and other laws as applicable.
- G.** The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at Kolkata.
- H.** The Allottee had applied for an apartment in the Project on ..... and has been allotted apartment no. .... having carpet area of .....**square feet** (equivalent to super built up area/ saleable area .....Sq.ft. more or less) on .....**Floor**, (Balcony Area .....Sq.ft. more or less) **Block No.** ..... and ..... **Car Parking Space** at "**SWAROJINEE**" as permissible under the applicable law and of prorate share in the common areas as defined under clause(n) of Section 2 of the Act (hereinafter referred to as the "Apartment" more particularly described in Schedule A and the floor plan or the apartment is annexed hereto and marked as Schedule B).
- I.** The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein :
- i.** The Allottee has independently examined and verified or caused to be examined and verified, inter alia, the following and has fully satisfied himself about the same:
  - ii.** The Title of the Owner/ the right to of the developer in respect of the Premises.
  - iii.** The Sanctioned Plans of the Buildings and further revised Sanctioned Plan in terms of the Act
  - iv.** The Carpet Area/Area of the Said Apartment;
  - v.** The Specifications and common Portions of the Project; and
  - vi.** The respective rights interest and entitlements of the Developer and the Allottee under this Agreement for Sale.
  - vii.** The Purchaser shall have common user right in respect of only those portions of the terrace which are not part of the saleable area of the Developer.

- J.** The parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications etc. applicable to the Project;
- K.** The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.
- L.** In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between this Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the apartment no.....having carpet area of .....**square feet** on .....**Floor**, (Balcony Area ..... **square feet**) **Block No.....**as specified in para H.

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

**1.2** The Total Price for the Apartment based on the carpet area measuring more or less about ..... **sq. ft.** is **Rs...../- (Rupees .....)** **only.**

Block No :	Rate of the Apartment per square feet
Apartment No :	
Floor :	
Covered Car Parking –	..... <b>Car Parking</b>
Total Unit Price (in Rupees)	<b>Rs...../- (Rupees .....)</b> <b>only</b>

More fully mention 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 as mentioned in Payment Plan, part- IV-VI (**Section-A&B**)

**1.4** The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

**1.5** The Allottee shall make all the payments as per the payment plan set out in **Schedule 'C' ("Payment Plan")**.

**1.6** It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities for the respective unit/s described herein at **Schedule 'D'** and **Schedule 'E'** in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Allottee as per the provisions of the Act. Provided that the Promoter may make such additions or alterations as may be required by the Allottee, or such minor changes or alteration if permitted under the provisions of the Act.

**1.7** The Promoter shall confirm to the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter, if there is reduction in the carpet area then the Promoter shall refund the excess money paid by Allottee within forty-five days, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, of the apartment, allotted to Allottee, the Promoter shall demand that from the Allottee as per the next milestone of the payment plan as provided in Schedule 'C'. All these monetary adjustments shall be made at the same rate per square feet as agreed in para 1.2 of this Agreement.

**1.8** Subject to para 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the Apartment as mentioned below :

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

**(ii)** The Allottee shall also have undivided proportionate share in the Common Areas. Since the share interest of Allottee in the Common Areas is undivided and

cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc. without causing any inconvenience or hindrance to them. It is clarified that the promoter shall hand over the common areas to the Association of Allottees after its formation and duly obtaining the occupancy certificate from the competent authority as provided in the Act.

**(iii)** That the computation of the price of the Apartment includes recovery of price of land, construction of the Common Areas, internal development charges, cost of providing electric wiring, electrical connectivity to the Apartment, Lift, Water line and Plumbing, finishing with Paint, Marbles, Tiles, Doors, Windows, Any other amenity (if required by the Concerned Building Plan Sanction Authority), maintenance charges as per para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project.

**(iv)** The Allottee has the right to visit the project site to assess the extent of development of the project and his Apartment as the case may be. (prior to take concern from developer)

**1.9** It is made clear by the Promoter and the Allottee agrees that the Apartment along with covered/open/mechanical parking space shall be treated as a single indivisible unit for all purposes. The Developer/ Promoter can extend his Project keeping in view to use the land and all the amenities and facilities of the said Project.

**1.10** The Promoter agrees to pay all outgoings before transferring the physical possession of the Apartment to the Allottees, which it has collected from the Allottees, 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 Promoter fails to pay all or any of the outgoings collected by its from the Allottees or any liability, mortgage loan and interest thereon before transferring the Apartment to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable.

**1.11** The Allottee has paid a sum of **Rs..... /-(Rupees .....) only** being part payment towards the Total Price of the Apartment at the time of application the receipt of which the Promoter



hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan (Schedule 'C') as may be demanded by the Promoter within the time and in the manner specified therein. Provided that if the Allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules.

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

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the 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 **Samriddhi Developers Pvt Ltd**, payable at **Kolkata**.

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

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

**3.2** The Promoter accepts no responsibility in regard to matters specified in para 3.1 above, The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement. It shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said apartment applied for

herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

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

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

#### **5. TIME IS ESSENCE:**

The Promoter shall abide by the time schedule for completing the project as disclosed at the time of registration of the project with the Authority and towards handing over the Apartment to the Allottee and the common areas to the association of allottees or the competent authority, as the case may be, subject to force major as describe in 7.1. Similarly the Allottee shall pay all accounts payable as per payment Plan (Schedule-C) as and when due & demanded.

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

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Apartment and accepted the floor plan, payment plan and the specifications, amenities and facilities as mentioned in different Schedule [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities, subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the Competent Authorities and shall also strictly abide by the bye-laws, sanction area as per Building Rules and density norms and provisions prescribed by the Municipality and shall not have an option to make any variation/alteration/modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

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

**7.1** Schedule for possession of the said [Apartment/Flat/]: The Promoter agrees and understands that timely delivery of possession of the [Apartment] is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the [Apartment/Flat/] on **31.01.2027**, unless there is delay or failure due to war, flood, drought, fire,

cyclone, earthquake, pandemic, epidemic or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the occupancy of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the [Apartment], provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 days from that date. After refund of the money paid by the Allottee, Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

**7.2 Procedure for taking possession** – The Promoter, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement to be taken within two months from the date of issue of Occupancy Certificate. Provided that, in the absence of local law, the conveyance deed in favour of the Allottee shall be carried out by the Promoter within 3 months from the date of issue of Occupancy Certificate. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/Association of Allottees, as the case may be after the issuance of the occupancy Certificate for the project and/or part thereof. The Promoter shall hand over the Occupancy Certificate of the Apartment, as the case may be, to the Allottee at the time of conveyance of the same. It is pertinent to mention that in case any allottee place a written proposal for registration of Deed of Conveyance in his favour of the under constructed area then the same shall be registered in his name but the Occupancy Certificate shall be handed over later after habitation status is achieved in respect of the particular phase of the project and/or particular block.

**7.3 Failure of Allottee to take Possession of Apartment** – Upon receiving a written intimation from the Promoter as per para 7.2, the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoter shall give possession of the Apartment to the Allottee.

**7.4 Possession by the Allottee** – After obtaining the occupancy certificate and handing over physical possession of the Apartment to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas to the Association of Allottee or the Competent Authority, as the case may be.

**7.5 Cancellation by Allottee** – The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act. Provided that where the allottee proposes to cancel/withdraw from the project without any fault of the promoter, the promoter herein is entitled to forfeit the Booking amount paid for the allotment. The balance amount of money paid by the allottee shall be returned by the promoter to the allottee within 45 days of such cancellation. The Purchaser/s shall bear the cost of the Registration of Agreement for Sale and Deed of Conveyance and Cancellation of Agreement for Sale, if required.

**7.6 Compensation-** The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 7.1; or (ii) due to discontinuance of his business as a Developer on account of suspension or revocation of the registration under the Act, or for any other reason, the Promoter shall be liable, on demand to the allottees, in case the Allottee wishes to withdraw from the Project without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, 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 PROMOTER:**

The Promoter here represents and warrants to the Allottee as follows:

- (i)** The 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 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 Apartment.
- (v)** All approvals, licenses and permits issued by the Competent Authorities with respect to the Project, said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Apartment and common areas.
- (vi)** The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right title and interest of the Allottee created herein, may prejudicially be affected.
- (vii)** The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the said Land including the Project and the said Apartment which will in any manner, affect the rights of Allottee under this Agreement.
- (viii)** The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement.
- (ix)** The Promoter Confirm that the Promoter is fully Authorized and not restricted to construct and use their Land only for residential purpose but shall develop the land for construction of Apartments for usage for any commercial purpose too for which shall have no objection and/or can arise any disputes therefore for such purpose at any point of time for ever if the same is in accordance with the Act.
- (x)** At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee 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.
- (xii)** The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges, and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent

Authorities till the Occupancy Certificate has been issued and possession of apartment, plot or building, as the case may be, along with common areas (equipped with all the specification, amenities and facilities) has been handed over to the Allottee 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 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 Promoter shall be considered under a condition of Default, in the Following events:

- i. Promoter fails to provide ready to move in possession of the Apartment to the Allottee within the time period specified in para7.1 or fails to complete the project 0within the stipulated time disclosed at the time of registration of the project with the Authority. For the purpose of this para 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is completed in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which Occupancy Certificate (partially in respect of few blocks and/or complete in respect of all blocks) , as the case may be has been issued by the Competent Authority.
- ii. Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made there under.

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

- i. Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest; or
- ii. The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the apartment, within forty-five days of receiving the termination notice.

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

(i) In case the Allottee fails to make payments for consecutive demands made by the Promoter as per the payment plan Schedule 'C' annexed hereto, despite having been issued notice in that regard, the allottee 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 under the condition listed above continues for a period beyond 3 (three) consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Apartment in favour of the Allottee and refund the money paid to him by the Allottee by deducting the Booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

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

#### **10. CONVEYANCE OF THE SAID APARTMENT:**

The Promoter on receipt of Total Price of the Apartment as per para 1.2 under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Apartment together with proportionate indivisible share in the Common Areas within 3 months from the date of issuance of the occupancy certificate as the case may be to the allottee.

However, in case the Allottee fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee authorizes the promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the promoter is made by the Allottee.

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

The 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 Occupancy Certificate of the project. In the interim period between commencement of possession to unit owners and handing over possession if any capital expenditure is required for common amenities , maintenance , upkeep and improvement , amc etc then such expenses shall be spent from the sinking funds. The cost of such maintenance has been included in the Total Price of the Apartment. In case the common amenities are in future used by the other phases of the said project in

such case both the phase Association shall share the cost of maintenances of the common amenities with the other societies of the other phases as per area proportionate ratio or any other manner the societies shall deem fit and proper.

The Allottee agrees that the Promoter shall have the right to appoint a Company/Holding Organisation/Agencies/Employees for undertaking maintenance of the common parts and portions and for rendition of common services and the Allottee/s agrees to abide by the rules and regulations framed by the said Holding Organization. The maintenance services shall be managed and operated by the Maintenance Agency and/or the external agency and/or agencies as may be appointed by the Promoter and maintenance services shall be provided by the Agency appointed by the Promoter and/or such agency /agencies subject to regular payment of maintenance charges by the Allottee as may be determined by the Promoter.

## **12. DEFECT LIABILITY:**

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per 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, it shall be the duty of the Promoter to rectify such defects without further charges, within 30 (thirty) days and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

## **13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:**

The 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 agrees to permit the association of allottees and/or maintenance agency to enter into the Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise with a view to set right any defect.

## **14. USAGE:**

Use of Service Areas : The service area, if any, as located within the '**SWAROJINEE** ', shall be earmarked for purposes such as services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks. Pump rooms, maintenance and service rooms, etc. and other permitted



uses as per sanctioned plans. The Allottee shall not be permitted to use the service 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. However, if the common service areas are used by the allottees of other phases then all the allottees of all the societies of all the phases of the project in future shall abide by the rules for use of the service areas common to all the allottees of the different phases as well as the that of the extended projects.

## **15. COMPLIANCE WITH RESPECT TO THE APARTMENT:**

**15.1** Subject to para 12 above, the Allottee shall after taking possession, be solely responsible to maintain the 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 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 Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in goods 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 further undertakes, assures and guarantees that he/she would not put any sign-board/nameplate, neon light, publicity material or advertisement material etc. on the face façade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passage or staircase of the Building. The Allottee shall also not remove any wall including the outer and load bearing wall of the Apartment.

**15.3** The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of Allottees and/or Maintenance Agency appointed by Association of Allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

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

The Parties are entering into this Agreement for the allotment of a Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the project.

**17. ADDITIONAL CONSTRUCTIONS:**

The Promoter undertakes that he has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the Competent Authority (ies) and disclosed, except for any addition construction as may be permitted by the Competent Authority as provided and/or permitted under the Act. Notwithstanding the above it is agreed that the purchasers hereby agrees that the Promoter shall have full and absolute right without any interference to develop further and other Phases of Swarojanee and /or any other project of the Promoter on the adjacent land which may either be acquired by the Promoter or suitable arrangements with regard thereto may be entered into by the Promoter and It shall be independent and a right secured with the Promoter to enlarge and/or extend and/or expand the said project and construct additional blocks in the adjoining land that may be acquired subsequently by the Promoter , the purchasers(s) in that event shall raise no objection in any manner whatsoever and shall co-operate with the Promoter and the Promoter shall every right to open an access for ingress and egress to the adjoining land in future and the purchasers has no objection in any manners. The Promoter and /or any other project of the Promoter and the Occupiers of units at other phases of other Phases of Swarojanee shall have the right to use the approach road and other common areas and facilities comprised the entire project, for which the purchasers shall not raise any objection of whatsoever nature and waives the right to raise any such objection and in any event the Promoter shall have a perpetual right of ingress and egress over the project common passages, pathways, internal roads for which the purchasers shall not raise any objection of whatsoever nature and waives the right to raise any such objection.

**18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:**

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

**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 Real Estate (Regulation and Development) Act, 2016 (16 of 2016) and registered with West Bengal Real Estate (Regulation

and Development) Rules, 2021;. 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 by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the payment plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar, Registering Authority as and when intimated by the Promoter. If the Allottee(s) fails execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or do not appear before concerned the Sub-Registrar/Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default and if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever. In the event the Allottee fails to make payment of the consideration as per the Schedule of Payments , in such case after successive three defaults the Promoter shall issue a Notice intimating cancellation of the allotment and determination of the Agreement and also issue a Paper Notification in this regard thereafter the Promoter shall be entitled to allot the apartment in favour of any other third party subject however that the Promoter shall refund any amount to the bank concerned in the event the Allottee has availed any financial accommodation to purchase the Apartment.

**21. ENTIRE AGREEMENT:**

This agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Apartment, 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/NOMINATION:**

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Apartment and the Project shall equally be applicable to and enforceable against and by any subsequent Allottees of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes. If the Allottees want to nominate to any third party other than the actual legal heir/s then the Allottees shall pay an amount of Rs.500/- per Sq.ft. for each nomination and/or each stage of nomination to the Promoter upon consideration amount.

**24. WAIVER NOT A LIMITATION TO ENFORCE:**

**24.1** The 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 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 that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and/or binding on the 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. SEVERABILITY:**

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under other applicable laws, such provisions of the Agreements shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the rules and Regulations made there under or the applicable law as the case may be and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

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

**27. 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.

**28. PLACE OF EXECUTION:**

The execution of this Agreement shall be completed only upon its execution by the Promoter through its authorized signatory at the places which may be mutually agreed between the Promoter and the Allottee, at 25A, Park Street, Room no.301, on the 3<sup>rd</sup> floor, Kolkata-700016 and after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at any of the jurisdiction of the Sub-Registrar/District Registrar/Registrar of Assurance or any other Concerned Registering Authority.

**29. NOTICES:**

That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be served if sent to the Allottee or the Promoter by Registered Post at their respective addresses specified below :

**1) NAME OF THE ALLOTTEE/S:**

..... (PAN:.....) son of .....residing at  
 ....., Post Office- ....., Police Station- ....., Dist. -  
 ....., West Bengal, Pin-.....

**NAME OF THE DEVELOPER:**

**SAMRIDDI DEVELOPERS PVT. LTD. (PAN AAHCS6328R)**, a Private Limited Company duly incorporated in accordance with the provisions of the Companies Act, 1956 having its registered office at 9/12, Lal Bazar Street, Third Floor, Block - C, P. O. GPO, P. S. Lalbazar, Kolkata – 700001It shall be the duty of the Allottee and the 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 Promoter or the Allottee, as the case may be.

**30. JOINT ALLOTTEES:**

That in case there are Joint Allottees all communications shall be sent by the 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. SAVINGS:**

Any application letter, allotment Letter, agreement, or any other document signed by the allottee in respect of the Apartment, as the case may be, prior to the execution and registration of this Agreement for Sale for such Apartment, as the case may be shall not be construed to limit the rights and interest of the allottee under the Agreement for Sale of under the Act or the rules or the regulations made there under.

**32. GOVERNING LAW:**

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

**33. DISPUTE RESOLUTION:**

All or any 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.

**SCHEDULE 'A'**

**DESCRIPTION OF THE APARTMENT AND COVERED PARKING & EXTRA AMENITIES**

**PART-I**

- M. **ALL THAT** the Apartment No. ....with Carpet Area of.....**square feet**approx consisting of ..... **Bed Rooms, One Living cum Dining Room, One Kitchen, ..... Toilets and ..... Balcony**(balcony, area .....**square feet**) constructed in the ratio of the such covered area of the Apartment on the same proportion out of the total area of the land on the .....**Floor, Block No.....**of "**SWAROJINEE** " to be constructed at or upon **ALL THAT** piece and parcel of land admeasuring **25 Cottah** more or less Holding No.404, K.N. Sen Sen Road, lying and situated at Mouza- Satgachi, Ward No.25, J.L. no.20, R.S.

154,Touzi No.169,C.S. Khatian Nos.540, 374,319,326, C.S. Dag Nos.762,763,855,846,751,753,754,2733, L.R. Khatian Nos.2012,2027, L.R. Dag Nos.1983,2154,2195, Dist-24 Paraganas(N), under South Dum Dum Municipality,Police Station- Dum Dum, Sub Registration office –Cossipore Dum Dum, District **-24 Parganas.**

**PART-II**

..... **Car Parking Space**

**SCHEDULE 'B'**

Description of the Floor Plan for the Apartment No.....on the.....**Floor, Block No.....**of "**SWAROJINEE**".

**SCHEDULE 'C'**

**PAYMENT PLAN**

**PART-I**

**TOTAL AGREED CONSIDERATION Rs...../- (Rupees .....)** **only** and 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 .....

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

**TOTAL CONSIDERATION Rs...../- (Rupees .....)** **only.** The purchasers have agreed to and shall pay GST at the applicable rates in addition to the consideration amount as per following manner:

On booking	10% + GST
On agreement	10% + GST
On Completion of piling	10% + GST
On Deck level casting of subject apartment	10% + GST
On Roof Casting of subject	20% + GST

apartment (Each floor casting @ 4%)	
On Brick Work/Plaster casting of subject apartment	10% + GST
On Flooring casting of subject apartment	10% + GST
On Plumbing and Sanitary Fittings	5% + GST
On Electrical Work	5% + GST
On Possession	10% + EDC + GST

\* GST will be payable with every installment at applicable rate.

## **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 will be applicable Real Estate (Regulation and Development) Act, 2016 (16 of 2016) West Bengal Real Estate (Regulation and Development) Rules, 2021 shall be charged. In case payment is not made for consecutive three months from the demand date then the booking shall be cancelled and the Company shall deduct Booking amount and the interest liabilities plus applicable Goods & Service Tax on the amount so received till such time and refund the balance payment without any interest thereon. The refund amount shall not include the GST amount paid along with consideration.

All payments received after due date will be first applied towards applicable interest (as per West Bengal Real Estate (Regulation and Development) Rules, 2021) 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 "**Promoter**" shall endeavor to construct the said Apartment and make the same ready for delivering the possession thereof not later than **42 [Forty Two] months** from the date of booking and a grace period of further **6 months**



subject to force majeure as mention in Application of Booking Form and/or reasons beyond the control of the **"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 Said Apartment.

The Project upon completion of all phases shall mean the housing project "SWAROJINEE" undertaken for construction, erection and completion of the said COMPLEX to be constructed in accordance with the Plan and adjacent projects and/or other phases undertaken by the PROMOTER herein and /or to be undertaken by the PROMOTER herein,.

The Purchaser/s acknowledge/s at or before entering these presents that the "PROMOTER" has made known to the Purchaser/s that the "PROMOTER" shall be entitled to acquire any other piece or parcel of land adjoining or contiguous to the said Residential Area (hereinafter referred to as the ADDITIONAL AREA) and shall be entitled to provide all facilities and/or utilities existent the said Residential Area to any new building and/or buildings which may be constructed on the said Additional Area including any access and/or for the purpose of ingress in and egress from and/or through the common parts and portions of the said Residential Area to the new building and/or buildings which may be constructed on the Additional Area including drainage, sewerage, transformer, generator, cable ducts, water lines, and such other facilities and/or amenities and/or utilities which are to be provided in the said Complex and or Residential Area in terms of this agreement.

For the purpose of completion of the said BLOCK and/or the FLAT AND/OR UNIT, the said FLAT AND/OR UNIT shall be deemed to have been completed if provided with electricity, (through sub meter) water and drainage facilities and the completion certificate is granted by the Architect and it would not be necessary that the other common parts and portions of the Complex are complete and the Purchaser/s agrees not to raise any objection and/or hindrance and the " PROMOTER" shall be entitled to continue with the completion of the common parts and portions without any obstruction or hindrance by the Purchaser/s or any person and/or persons claiming through or under him/her/it.

The "PROMOTER" shall be entitled to all future vertical/lateral expansion of the said BLOCK and/or the complex by way of additional construction or otherwise and the Purchaser/s has agreed not to raise any objection in any manner whatsoever or howsoever. In the event the PROMOTER makes any additional construction the undivided share in the land shall stand reduced to such extent and the Purchaser consent to the same and relinquishes and waives all rights in

respect thereof.

The purchasers hereby agrees that the PROMOTER shall have full and absolute right without any interference to develop further and other Phases of ANJWAINEE and /or any other project of the PROMOTER on the adjacent land which may either be acquired by the PROMOTER or suitable arrangements with regard thereto may be entered into by the PROMOTER and It shall be independent and a right secured with the PROMOTER to enlarge and/or extend and/or expand the said project and construct additional blocks in the adjoining land that may be acquired subsequently by the PROMOTER, the purchasers(s) in that event shall raise no objection in any manner whatsoever and shall cooperate with the PROMOTER and the PROMOTER shall every right to open an access for ingress and egress to the adjoining land in future and the purchasers has no objection in any manners. The PROMOTER and /or any other project of the PROMOTER and the Occupiers of units at other phases of other Phases of SWAROJINEE shall have the right to use the approach road and other common areas and facilities comprised the entire project, for which the purchasers shall not raise any objection of whatsoever nature and waives the right to raise any such objection and in any event the PROMOTER shall have a perpetual right of ingress and egress over the project common passages, pathways, internal roads for which the purchasers shall not raise any objection of whatsoever nature and waives the right to raise any such objection.

The existing water body within the Project boundary shall continue to remain as a water body and the Developer shall be entitled to cause beautification of the water body by providing a Swimming pool in the Project and landscaping around periphery of the Swimming Pool. The Promoter reserves its right to decide the terms of use of the swimming pool and the subscription/ membership charges for such usage and the Allottee agrees that the Developer shall be entitled to decide on the Rules and Regulations and waives the right to raise any objection to the same.

## **PART – IV**

### **Section A: Additional Payments payable wholly by the Allottee**

(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 Apartment in favour of the Allottee.

(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 Apartment 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. The apartment shall be sold on the basis of carpet area by the Developer but prevailing requirements of the registration offices may require the stamp duty to be calculated on the basis of super built area and the purchaser shall be required to pay the stamp duty as may assessed irrespective of the super built area. The Advocate appointed by **PROMOTER** shall take steps to have the Deed of Conveyance registered before the Registering Authorities upon request for the same being made by the Promoter.

(c) Charges levied by the "**Promoter**" for any additional or extra work done or any additional amenity or facility provided or any changes, additions, alterations or variation made in the Said Apartment including the costs, charges and expenses for revision of the Plans to the extent it relates to such changes, additions, alterations or variation.

(d) Betterment and/or development charges or other levies that may be charged regarding the Premises or the Buildings or the construction in terms hereof.

(e) 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 to the Promoter are all additional/inclusive of the chargeable area**

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

(a) Obtaining and providing electricity supply and including those on account of or relating to transformer and electrical sub-station other equipment and installations, cabling, wiring, are all inclusive of the Chargeable area.

- (b) Installation of generator for the Common Portions and for providing minimum reasonable power to the said Apartment are all inclusive of the chargeable area.
- (c) Installation of security system for the common portions are all inclusive of the chargeable area.
- (d) Legal fee payable to Promoter is not inclusive in the agreed consideration.

### **PART – V**

Additional consideration payable to the **"Promoter"** in case there be any increase in Carpet Area of the said Apartment upon construction being made and the measurement being certified by the **"Promoter"**. Such additional consideration shall be calculated at the same rate at which the Agreed Consideration has been computed. On the other hand in case there be any decrease in Carpet Area of the said Apartment after construction being made and the measurement being certified by the **"Promoter"**. Such cost shall be calculated at the same rate at which the Agreed Consideration has been computed and refunded to the Allottee.

The area /Super Built up area of the Apartment is tentative and is subject to final determination on completion and finishing of the Apartment. For such final determination, the Parties confirm, accept and assure each other that the certificate of Architect and/or such other architect or architects that the "Promoter" may appoint from time to time, shall be final and binding on the Parties and none of the Parties shall be entitled to question and raise any objection and /or challenge the mode of computation at any time or under any circumstances.

### **PART – VI** **"DEPOSITS"**

- (a) Corpus Maintenance Deposit Rs.25,000/-.(Twenty Five Thousand)Only.
- (b) Maintenance for the common purposes Rs.3/- Per sq.ft.
- (c) Deposit for any other item in respect of which payment is to be made by the Allottee under Part-I of this Schedule.
- (d) The area /Super Built up area of the Apartment is tentative and is subject to final determination on completion and finishing of the Apartment. For such final determination, the Parties confirm, accept and assure each other that the certificate of Architect and/or such other architect or architects that the "Promoter" may appoint from time to time, shall be

final and binding on the Parties and none of the Parties shall be entitled to question and raise any objection and /or challenge the mode of computation at any time or under any circumstances.

(e) The amounts of the aforesaid Deposits [a] [b] and [c] shall be quantified by the **"Promoter"** at the appropriate time. The Allottee agrees and undertakes 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 APARTMENT)**

<b>FOUNDATION</b>	:	.....
<b>BED ROOMS</b>	:	Floor .....
		Walls :.....
<b>KITCHEN</b>	:	
<b>Walls</b>	:	...
<b>Flooring</b>	:	...
<b>Counter</b>	:	.....
<b>Fittings</b>	:	.....
<b>BATHROOM</b>	:	
<b>Walls</b>	:	.....
<b>Flooring</b>	:	.....
<b>Fittings</b>	:	.....
<b>LIVING / DINNING / LOBBY / PASSAGE</b>	:	
<b>Flooring</b>	:	.....
<b>Wall &amp; Ceiling:</b>		.....
<b>ELECTRICAL</b>	:	.....
<b>LOBBY</b>	:	.....
<b>OTHERS</b>	:	.....

**THE SCHEDULE ABOVE REFERRED TO**  
**(COMMON PORTIONS)**

**PART I**

A. COMMON PARTS and PORTIONS in the BUILDING.

1. ....
2. ....
3. ....

## **PART-II**

### **B. AMENITIES in the COMPLEX. ..**

1. ....
2. ....
3. ....
- 4.

### **SECTION – C [Common installations in respect whereof only right of user in common shall be granted as Service Area]**

- a) Electrical installations including meters, transformer and/or sub-station that may be installed for receiving electricity from the body supplying electricity.
- b) Common Power Generator for providing stand-by power for common lights, lifts, pumps and other common services as also minimum reasonable power for use within the Apartment.
- c) Other facilities or installations, if any provided for the common use of the Apartment Owners of the Premises and not covered by Section A hereinabove.
- d) Common water reservoirs, water tanks, water pipes [save those inside any Apartment] and water from available sources [if any, allowed by the Corporation/JilaParishad/Panchayat/ Local Authority] appurtenant to the Buildings.
  - a) Pumps and motors.
  - b) Firefighting equipment

**IN WITNESS WHEREOF** parties hereinabove named have set their respective hands and signed this Agreement for Sale at ..... in the presence of attesting witness, signing as such on the day first above written.

**SIGNED AND DELIVERED** by the **OWNER** herein in the presence of **WITNESSES:**

- 1.
  
- 2.

**SIGNATURE OF THE OWNER**

**SIGNED AND DELIVERED** by the **PROMOTER/DEVELOPER** herein in the presence of:

**WITNESSES:**

- 1.
  
- 2.

**SIGNATURE OF THE PROMOTER/DEVELOPER**

**SIGNED AND DELIVERED** by the **PURCHASER/ALLOTTEE'** herein in the presence of

**WITNESSES:**

- 1.
  
- 2.

**SIGNATURE OF THE PURCHASER/ALLOTTEE'**

**Drafted by me**

**Advocate**

RECEIVED from the within named Purchaser the within mentioned sum by way of **Rs...../- (Rupees .....)** only money as per Memo below :-

**MEMO OF CONSIDERATION**

Date	Cash/ Cheque No.	Bank & Branch Name	Amount
		<b>TOTAL</b>	<b>Rs...../-</b>

**(Rupees .....)** only

**SIGNATURE OF THE WITNESS**

1.

**SIGNATURE OF THE PROMOTER/DEVELOPER**

2.