

## AGREEMENT FOR SALE

This Agreement for sale is made on this ..... day of ..... 2020 BETWEEN SRI GORA CHAND PAKHIRA (PAN – AQAPP4100A) son of Sri Gopal Chand Pakhira by faith Hindu , by occupation Business, residing at holding no 24+25, Thakur Das Surekha Road , P.O . – Ghusuri , P.S . – Malipanchghora , Dist Howrah – 711107, duly represented by his constituted attorney Sri Tarak Nath Saroj ( PAN No BMPPS3115Q) Son of Late Munarika Saroj , By faith Hindu , by occupation Business , residing at 56 , Madhab Babu Lane , Ghusuri, P.S .- Malipanchghora , Dist – Howrah – 711107, hereinafter referred to as the vender ( Which terms and expression shall unless excluded by or represented to the context or subject be deemed to mean and include his heirs , successors , legal representatives , executors , administrators and assigns ) OF THE FIRST PART

AND

....., hereafter referred to as the PURCHASER vender ( Which terms and expression shall unless excluded by or represented to the context or subject be deemed to mean and include his heirs , successors , legal representatives , executors , administrators and assigns ) OF THE SECOND PART .

AND

M/S SHIVAM REAL ESTATE ( PAN – BMPPS3115Q ) A proprietor ship firm having its office at 17 Girish Ghosh Lane , P.O. – Ghusuri , P.S. – Malipanchghora, Dist.- Howrah – 711107 represented by its Proprietor Sri Tarak Nath Saroj, Son of Late Munarika Saroj By faith Hindu , by occupation Business , residing at 56 , Madhab Babu Lane , Ghusuri, P.S .- Malipanchghora , Dist – Howrah – 711107, hereinafter referred to as THE DEVLOPER / CONFIRMING PARTY ( Which terms and expression shall unless excluded by or represented to the context or subject be deemed to mean and include his heirs , successors , legal representatives , executors , administrators and assigns ) OF THE THIRD PART.

- A) The party of the First Part / Owner is an absolute owner and possessor of all at that piece and parcel of Mokorary Mourashi Bastu land a measuring 4 cottahs, 15 Chattaks, 30 SQ.FT, comprised in Dag NO. 94,( Old Dag No. 90), under Khatian No. 14 and 67, of Mouza Malipanchghora Sheet No. – 3 , appertaining to Howrah Corporation ward – 2, Holding No. – 24+25, Thakur Das Surekha Road , P.O . – Ghusuri , P.S . – Malipanchghora , Dist Howrah – 711107, which is the subject matter of this agreement and the same is more fully and particularly describe in the schedule 'A' below.

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Tarak Nath Saroj

Proprietor

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AND WHEREAS the party of the First Part/ Owner become the absolute owner and possessor of property by way of registered Deed of settement duly registered in the office of Sub - Registered at Howrah and recoded in book no. 1, volume no. 73, pages 59 to 62, Being No. 4185 for the year 1963,

- B) This property is earmarked for the purpose of Building a residential Porject Comprising multistoried apartment building and car parking spaces and the said project shall be known as Rasbehari Residency, G+3 Storied residential Tower.
- C) The Owner and 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 Own which Project is to be constructed have been completed
- D) The owner have duly intimate Howrah Municipal Corporation about commencement of construction of the project vide its letter dated .....
- E) The Promoter has obtained the layout Plan, sanction plan, specification and approvals for the real estate project ( Including for the said building from the competent authority). The promoter agrres and u under takes that its shall not make any change to approved plans of the real estate project except in strict compliance with section 14 of the act and other laws as applicable.
- F) The Promoter has registered the project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at Howrah on ..... Under registration No.....
- G) The Allottee had applied for an apartment in the project vide application no ..... Dated..... and has been allotted apartment no ..... on the ..... floor having carpet area ..... sq. ft more or less type, on floor in (Tower / Block / Building) No ..... ("Building") together with garage / covered parking no..... admeasuring ..... Sq ft more or less in the ground floor as permissible under the applicable law and of pro data share in the common areas of real estate project as defined under clause (m) of Section 2 of the Act ( hereinafter referred as the "Apartment more particularly describe in schedule A and the floor plan of the apartment is annexed here to and marked as schedule B .
- H) The Party have gone through all the terms and condition set out in this Agreement and understood the mutual rights and obligation detail here.
- I) The Parties have gone through all the terms and condition set of in this Agreement and understood the mutual rights, notification etc, applicable to the Project.
- J) The Parties hereby conform that are signing this Agreement with full knowledge of all the laws , rules, regulations , notification etc.. applicable to the project.
- K) The Parties relying on the conformation, representation and assurances of each other to faith fully 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 mutually agreed upon by and between the Parties, The Promoter hereby agrees to sale and the

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Allottee hereby agrees to Purchase the said ( Apartment ) and the Garage / Covered Parking as specified in schedule B.

NOW THEREFORE ,in consideration of the mutual representations , covenants, assurances , promises and agreements contained herein and other good and valuable consideration, the Parties agrees 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 G.
- 1.2 The total prices for the Apartment based on the carpet area is Rs. ....(Rupees.....only ("Total Price") (Give break up and description ).

|   |                                    |
|---|------------------------------------|
| Block/Building /Tower No. _____<br>Apartment No. _____<br>Type _____<br>Floor _____ | Rate of Apartment per square feet* |
|   |                                    |
| Total price (in rupees)   |                                    |

- ❖ Provide break up of the amounts such as cost of apartment, cost of exclusive balcony or verandah areas, cost of exclusive open terrace areas, proportionate cost of common areas , preferential location charges , taxes, maintenance charges as per para II etc., if/as applicable.

(AND) (if/as applicable)

|                        |           |
|------------------------|-----------|
| Garage/Covered parking | Price for |
|------------------------|-----------|

Explanation:

- I. The Total Price above includes the booking amount paid by the allottee to the Promoter towards the Apartment.
- II. The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of G.S.T. and Cess or any other similar taxes which may be levied , in connection with

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the construction of the Project payable by the Promoter , by whatever name called) up to the date of handing over the possession of the apartment to the allottee and the project to the association of the allottees or the competent authority, as the case may be, after obtaining the completion certificate .

Provided that in case there is any change/ modification in the taxes, the subsequent amount payable by the allottee to the promoter shall be increased /reduced based on such change/modification.

Provided further that if there is any increase in the taxes after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any granted to the said project by the Authority, as per the Act, the same shall not be charged from the allottee.

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

IV. The Total Price of Apartment includes recovery of price of land, construction of (not only the Apartment but also) the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common area, maintenance charges as per para II etc. and includes cost for providing all other facilities, amenities and specification to be provided within the Apartment and the project.

1.3 The Total Price is escalation – free, save and except increases which the Allottee hereby agrees to pay due to increase on account of development charges payable to the 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. Provided that if there is any new imposition or increase of any development charges after the expiry of the schedule date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the project by the Authority as per the Act, the same shall not be changed from the Allottee.

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

1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of instalments payable by the Allottee by discounting such early payments @-% per annum for the period by which the respective installment has been preponed. The

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Provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.

- 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, fitting and amenities described herein at Schedule 'D' and Schedule 'E' (which shall be in conformity, plot or building, s the case may be, without the previous written consent of the Allottee as per provisions of the Act.

Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.

- 1.7 (Applicable in case of an Apartment) 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 Promoter, If there is reduction in the carpet area then the Promoter shall refund the excess money paid by Allottee within forty five days with annual Allottee. If there is any increase in the carpet area, with is not more than three percent of the carpet area of the Apartment, allotted to Allottee, the Promoter may demand that from the Allottee as per the next milestone of the payment plan as provided in Schedule C. All this monetary adjustment 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.

1. The Allottee shall have exclusive ownership of the said Apartment
2. 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 can not be divided or separated, the Allottee 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 duly obtaining the completion certificate from the Apartment Authority as provided in the Act.
3. That the computation of the price of the said 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, electric connectivity to the Apartment, lift, water line and plumbing , finishing with paint, marble, tiles, doors, windows, fire detection and firefitting equipment in the Common Areas, maintenance charges as per para II etc and includes cost for providing all other facilities amenities and specification to be provided within the said Apartment and the Project.
4. 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.

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1.9 It is made clear by the Promoter and the Allottee agrees that the said Apartment along with said parking space 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 Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.

1.10 The Promoter agrees to pay all outgoings 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 it from the Allottees or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings 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.

1.11 The Allottee has paid a sum of Rs.....(Rupees..... only) as booking amount being part payment towards the Total price of the Apartment at the time of application the receipt of which the promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the said Apartment as prescribed in the payment plan (Schedule C) as may be demanded by the promoter within the time and 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 payment, 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 (as applicable) in favour of / to account of Promoter payable at Howrah.

## 3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendments/modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any

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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 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 Authority and towards handing over the Apartment to the Allottee and the common areas to the association of allottees or the competent, as the case may be.

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

The Allottee has been the proposed layout plan, specifications, amenities and facilities of the Apartment and accepted the floor plan, payment plan and the, specifications, amenities and facilities (annexed along with this Agreement) which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and , specifications, amenities and facilities, subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye – laws, Far and density norms and provisions prescribed by the municipal authority 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 :

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- 7.1 Schedule for possession of this said Apartment the Promoter agrees and understands that timely delivery for possession of the said Apartment to the Allottee and the Common Areas to the Association of Allottees or the competent Authority, as the case may be, is the essence of the Agreement. The Promoter assures to hand over possession of the said Apartment along with ready and complete common Areas with all specification, , amenities and facilities of the Project placed on 30<sup>th</sup> June 2023 unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature effective the regular development of the real estate Project ("Force majeure"). If, however, the completion of the Project is delay due to the force majeure conditions than 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, than 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 the date. The Promoter shall intimate the Allottee about such termination at last thirty days prior to such termination. After refund of the money paid by Allottee, the 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, 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 of the Promoter within three months from the date of issue of occupancy certificate ). The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment 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 Allottee, as the case may be after the issuance of the completion certificate for the Project. 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.**
- 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. In case the Allottee fails to take possession within the time provided in para 7.2. such Allottee shall continue to be liable to pay maintenance charges as specified in para 7.2.**
- 7.4 Possession by the Allottee – After obtaining the occupancy certificate\* and handing over physical possession of the Apartment to the Allottee, it shall be the responsibility of the Promoter to hand of the necessary document and plans, including Common**

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Areas, to the association of Allottee or the competent authority, as the case may be, as per the local laws.

(Provided that, in the absence of any local law, the Promoter shall handover the necessary documents and plans, including Common Areas, to the association of allottees or the competent authority, as the case may be, within thirty days after obtaining the completion certificate).

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

Except of occurrence of a Force Majeure event, if the Promoter fails to complete all his enable to give possession of the Apartment (i) in accordance with the terms or 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 of 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, with interest at the rate prescribed in the Rule including compensation in the manner as provided under the Act within 45 days of it becoming due.

Provided that where if the Allottee does not intend to with draw from the project, the Promoter shall pay the Allottee interest at the rate prescribed in the rules for every month of delay, till the handing over of the possession of the Apartment which shall be paid by the Promoter to the Allottee within 45 days of it becoming due.

#### 8. REPRESENTATION AND WARRANTIES OF THE PROMOTER :

The Promoter hereby represent 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 law full 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.

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- 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 the Agreement and has not committed or omitted to perform any Act or thing. Where by 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. At the time of execution of the conveyance deed the Promoter shall hand over law full, 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.
- x. The schedule property is not the subject matter of any HUF and that no part thereof is owned by any miner and / or no miner has any right, title and claim over the schedule property.
- xi. The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and / or penalties and other out going, whatsoever, payable with respect to the said project to the competent authorities till the completion certificate has been issued and possession of Apartment, plot or building, as the case may be along with common areas (equipped with all the 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.
- 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 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 para 7.1 or fails to complete the project within the stipulated time disclosed at the time of registration of the project with the Authority. For the purpose of this para 'ready to move in possession' shall mean that the apartment shall be in a habitable

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condition which is complete in all respects including the provision of all specification, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority.

- II. Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

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 stop 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, along with interest at the rate prescribed in the Rules within forty – five days of receiving the termination notice.

Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Apartment, which shall be paid by the promoter to the allottee within forty – five days of it becoming due.

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

- I. In case the Allottee fails to make payments for consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate prescribed in the Rules.
- II. In case of Default by Allottee under condition listed above continues for a period beyond..... Consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Apartment in favour of by the allottee by deducting the hooking 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

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months from the date of Issuance of the occupancy certificate\* and the completion certificate, as the case may be, to the allottee.

( Provided that, in the absence of local law, the conveyance deed in favour of the allottee shall be carried out by the promoter within 3 months from the date of issue of occupancy certificate). However, in case the Allottee fails to deposit the stamp duty and / or registration charges within the period mentioned in 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 completion certificate of the project. The cost of such maintenance has been included in the Total Price of the Apartment.

**12. DEFECTLIABILITY:**

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 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 charge, within 30 days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act.

**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, garages / 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 Basement and Service Areas : The basement (s) and service areas, if any, as located within the (project name), shall be earmarked for purpose such as parking spaces 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 Allottee shall not be permitted

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to use the services areas and the basements in any manner whatsoever,, other than those earmarked as parking spaces and the same shall be reserved for use by the association of allottees formed by the Allottees for rendering maintenance services.

**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 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 fir proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

15.2 The Allottee 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 façade of the Building or anywhere on the exterior of the Project, building 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 passages or staircase of the Building. The Allottee shall also not remove any wall including the outer and bearing wall of the Apartment.

15.3 The Allottee shall plan and distribute its electrical load in conformity with the electrical system 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 CONSTRUCTION :**

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, layout plan, sanction plan and specifications, amenities and facilities has benn approved by the competent authority and disclosed, except for as provided in the Act.

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

After the Promoter executes this Agreement he shall not mortgage or create a charge on the Apartment / Building and if any such mortgage or charge is made or create then notwithstanding anything contained in any other law for the time being in force, such

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mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Apartment/ B

**19. APARTMENT OWNERSHIP ACT (OR THE RELEVANT STATE ACT):**

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

**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 days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub – Register (specify the address of the Sub-registrar) as and when intimated by the Promoter. If the Allottee fails to execute and deliver to the Promoter this Agreement within 30 days from the date of its receipt by the Allottee and / or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 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.

**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 understanding, any other agreement, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/building, as the case may be.

**22. RIGHT TO AMEND :**

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

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

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

**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 payment of interest for delayed payment. It is

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made clear and so agreed by the Allottee that exercise of discretion by the Promoter 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 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.

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 on 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 Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in ..... after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar at ..... (specify the address of the Sub- Registrar). Hence this Agreement shall be deemed to have been executed at Howrah.

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## 29. NOTICES:

That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter Post at their respective addresses specified below.

It 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 to 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 be considered 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, or building as the case may be, prior to the execution and registration of this Agreement for sale for such apartment or building, as the case may be, shall not be construed to limit the rights and interests of the allottee under the Agreement for sale or under the Act or the rules or the regulations made thereunder.

## 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 thereunder 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 respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled under the Arbitration and Conciliation Act, 1996.

( Please insert any other terms and conditions as per the contractual understanding between the parties, however, please ensure that such additional terms and conditions

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Proprietor

are not in derogation of or inconsistent with the terms and conditions set out above or the Act and the Rules and Regulations made thereunder)

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

SCHEDULE 'A' ABOVE REFERRED TO

All that piece and parcel of Bastu land with structure standing thereon measuring about 4 Cottahs 15 Chittaks 30 sq.ft. comprised in Dag no. 94 (Old dag no. 90), under Khatian no. 14 and 67, of Mouza Malipanchghora Sheet No. 3, appertaining to Howrah Corporation Ward no. 2, Holding no. 24+25 Thakurdas Surekha Road, Ghusuri, P.S. Malipanchghora, Dist- Howrah – 711107 and the said property is butted and bounded by as follows :-

ON THE NORTH : Guha Road.

ON THE SOUTH : Holding No. 22/4, Dayaram Naskar Lane.

ON THE EAST : Holding No. 26, Guha Road.

ON THE WEST : Holding No. 22, Guha Road.

SCHEDULE 'B' ABOVE REFERRED TO

All that piece and parcel of a Flat vide flat no. A+B (Front side) measuring an area about more or less 1200 sq.ft. including 20% super built up area (Covered area 1000 Sq.ft.) consisting of Three Bed Rooms, one dinning space, one Kitchen, Two Bath cum Privy on the second floor of the proposed building named as "RASHBEHARI RESIDENCY" to be constructed at holding no. 24+25 Thakurdas Surekha Road, Ghusuri, P.S. Malipanchghora, Dist- Howrah – 711107, comprised in Dag no. 94 (Old dag no. 90), under Khatian no. 14 and 67, of Mouza Malipanchghora Sheet No. 3, appertaining to Howrah Corporation Ward no. 2.

SCHEDULE 'C' ABOVE REFERRED TO

Construction Specification :

Foundation & Super Structure: RCC framed structure for multistoried building materials conforming to the highest available standard will be used. Lift for 4 passengers. Along with CC Camera over all the common parts.

Walls : 3" Thich with plaster of Paris interiors. 5" Thich with attractive external finish.

Doors : Single Flush Door with Commercial ply.

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Windows : M.S. frame window with built – in – grill along with sliding glass pane.

Flooring : Marbles /Tiles flooring with 4" skirting.

Kitchen : Marble to platform with black stone sink & ceramic tiles 2 feet above cooking platform.

Bathroom : Concealed Plumbing system using quality C.P. & good quality sanitary ware & fittings, 6 feet high dado of ceramic tiles on all side with skirting with Indian type Pan.

Electrical : Concealed wiring. Using ISI mark wire. Light and fan points provision of telephone and T.V. points as mentioned below. Each room provide with 4 electric points.

Parking : Two wheeler only free and for four wheeler parking rent will be fixed.

Water : Deep tube-well with round the clock water supply along with H.M.C. water connection.

Extra charges shall be charged by the developer for the extra works, except those mentioned above, and the cost of the extra charges shall be decided by the developer and shall be calculated in the total consideration at the time of final calculating of the total consideration of the flat and the same shall be paid by the purchaser as per demand of the developer. The charges of extra works are as follows:-

- a) One box grill window with aluminum sliding pallas – Rs.20,000/-
- b) One arch or other desine- Rs. 25,000/-
- c) Only aluminum sliding pallas- Rs. 300/- per square foot.
- d) Per extra electrical points- Rs. 450/-
- e) Extra glazed tiles Rs. 150/- per sq.ft.
- f) Extra Tiles works Rs. 150/- per sq.ft.
- g) Bunker / false ceiling / slab Rs. 700/- per sq.ft.
- h) Separate Electric Meter connection Rs. 15,000/- for non- A/C and Rs. 20,000/- for A/C.

**SCHEDULE 'D' ABOVE REFERRED TO**

(Particulars of Common Areas, Facilities and expenses )

1. Staircase on all the floor.
2. Staircase landing space, Lift space.
3. Common passages and lobby on the ground floor excepting parking space if any.
4. Water Pump, water tank, water pipes and other common plumbing installations and overhead reservoir and lift.

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Proprietor

5. Drainage and sewerage.
6. Pump House / space.
7. Boundary wall and main gate.
8. Such other equipment installation, fixtures, fittings and space in or within the said building comprised within the said premises as are necessary passages to the user and occupancy of the flats in commons.
9. All cost of maintenance, operating, replacing, white washing, painting, rebuilding, re construction, decoration, redecorating and lighting in common parts and common portions and also the outer walls of the building and also for security of the said building.
10. The salaries of all persons employed for the same purpose.
11. All charges and deposits for supply for common facilities.
12. Municipal taxes and other out goings save those assessed on the respective flat.
13. Cost and charges of establishment to the maintenance of the building and for water and ward staff.
14. All litigation expenses appearing to the maintenance and protection of the said building and dispute regarding claim and /or demand from the Municipality and local Authorities.
15. The office expenses incurred for maintaining the office for common expenses.
16. All expenses referred to above shall be born by the occupiers in respect of his/her/their proportionate area(s) from the date of taking possession of the flat.

SCHEDULE 'E' ABOVE REFERRED TO

The Developer do hereby received and acknowledge the sum of Rs...../-  
(Rupees.....) only from the purchaser in the following manners :-

| Cheque no. | dated. | Issued from | Amount. |
|------------|--------|-------------|---------|
|------------|--------|-------------|---------|

IN WITNESSES WHEREOF the parties hereto have set and subscribe their respective hands the day, month, and year first above written.

SIGNATURE SEALED AND DELIVERED

IN THE PRESENCE OF :-

WITNESSES :-  
his

Gorachand Pakhira represented by  
Constituted attorney

1.

Signature of the first Part.

2.

Signature of the second part.

Drafted by me.

Shivam Realestate  
Tarak Nath Sars;,  
Proprietor

Advocate

Signature of the developer

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Tarak Nath Sars;,  
Proprietor