

AGREEMENT FOR SALE

THIS DEED OF AGREEMENT is made on this _____ day of October, 2020
BETWEEN

BETWEEN

- a. **Mr. Zahid Hossain**, having PAN: **ABJPH3916Q**, son of Abdul Aziz, by occupation: Business

- a. **Mrs. Parveen Begum**, having PAN: **AITPB8057H**, wife of Zahid Hossain, by occupation: Housewife

Both are formerly residents of 84/5, Narkeldanga North Road, P.S: Narkeldanga, Kolkata: 700136, District: North 24 Parganas, both are by faith- Islam, by Nationality - Indian hereinafter jointly called and referred to as the **VENDORS** (which term or expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators, of the last surviving partner and his/her/their assigns) of the **FIRST PART.**

The Vendors (both of them) herein by virtue of a Development Power of Attorney, duly registered on 06/11/2015 before the D.S.R.-II, North 24 Parganas at Barasat and recorded in Book No. I, Volume Number: 1502-2015, Page from 41250 to 41283, being No. 150203201 for the year 2015, all are represented by their Constituted Attorney **Sri Nilesh Rohra**, alias **Nilesh Kumar Rohra** having **PAN ARUPR3837P**, son of Sri Ashok Kumar Rohra, by Nationality - Indian, by faith - Hindu, by occupation - Business, residing at 73, Bangur Avenue, Block C, P.S. - Lake Town, Kolkata - 700055, District - North 24 Parganas.

AND

MESSRS Uma Builders, a Proprietorship firm, having its office at Kharibaria, Kamdhuni, Rajarhat, West Bengal: 700135, District - North 24 Parganas, represented by its Sole Proprietor Sri Nilesh Rohra, alias Nilesh Kumar Rohra, having PAN ARUPR3837P, son of Sri Ashok Kumar Rohra, by Nationality - Indian, by faith - Hindu, by occupation - Business, residing at 73, Bangur Avenue, Block C, P.S. - Lake Town, Kolkata - 700055, District - North 24 Parganas, hereinafter called and referred to as the "DEVELOPER" (which expression shall unless excluded

by or repugnant to the context or subject be deemed to mean and include its successors-in-office, executors, legal representatives and assigns) of the **SECOND PART**.

AND

1. **Kuntal Mukherjee** ,(PAN xxxxxx), S/O Mainak Mukherjee, by faith- Hindu, by occupation- Retired, by nationality- Indian, and residing at Vill: Bardhaman , Via: Rampur, P.O: Mumbai, P.S: Vijaywada, District: Stanford City, hereinafter called and referred to as the “ **PURCHASER/S** ” (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include his heirs, executors, administrators, successors, administrators, legal representatives and/or assigns) of the **THIRD PART**.

The Vendor and the Developer and the Purchaser/s shall hereinafter collectively be referred to as the parties and individually as a “Party”.

DEFINITIONS: For the Purpose of this agreement for sale, unless the context otherwise requires:

- a) “Act” means the West Bengal Housing Industry Regulation Act, 2017 (West Ben. Act XLI of 2017).
- b) “Rule Means the West Bengal Housing industry Regulation Rules, 2018 made Under the West Bengal Housing Industry Regulation Act, 2017;
- c) “Regulations” Means the regulations made under the West Bengal Housing Industry Regulation Act, 2017;
- d) “Section” means a section of the Act.

WHEREAS:

- A. All that piece and parcel of Bastu land measuring an area of 05 (Five) Cottahs 13 (Thirteen) Chittacks 14 (Fourteen) Sqft, be the same a little more or less, along-with proposed multi-storied building which is at present under construction, being Scheme Plot Nos. 84 and 85, comprising in R.S & L.R

dag No. **90** under R.S. Khatian Nos. **187** corresponding to Kri. Khatian No. **470** Present L.R. Khatian Nos. **981 and 982** lying at situated in Mouza – **Dasadrone**, J.L. No. 4, Re.Su. No. 150, Touzi No. 2998 within the jurisdiction of Bidhannagar Municipal Corporation P.S: Airport now Baguiati, A.D.S.R.O: Bidhannagar (Salt Lake City), Pargana: Kalikata, District: North 24 Parganas. said VENDORS (**Mr. Zahid Hossain** and **Mrs. Parveen Begum**) are recorded sole owners and absolutely seized and possessed with all transferable right, title and or interest in respect of the said Property.

AND WHEREAS the both the **VENDORS** herein while in possession and enjoyment of the said land measuring an area of **05 Cottahs, 13 Chittacks and 14 Sqft**, mentioned in **Schedule - A** herein below, with a view to develop the same by erecting a multi-storied building, entered into a Development Agreement with the Developer of the Second Part herein, under certain terms and conditions mentioned therein, on 28/10/2015 and registered on 05/11/2015 before the D.S.R.-II, North 24 Parganas at Barasat and recorded in Book No. I, Volume No: 1502-2015, Pages from 40136 to 40187, **being No. 150203164** for the year 2015 and also empowered the Proprietor of the developer herein namely **Sri Nilesh Kumar Rohra**, as his Constituted Attorney, by virtue of a Development Power of Attorney, which was duly registered on 06/11/2015 before the D.S.R.-II, North 24 Parganas at Barasat and recorded in Book No. I, Volume Number: 1502-2015, Page from 41250 to 41283, being No. 150203201 for the year 2015.

AND WHEREAS both the Vendors herein, amalgamated their separate plot of land, into a single plot of land, by virtue of a Deed of Declaration of Amalgamation, which was duly registered on 08/09/2017 before the A.D.S.R. Rajarhat and recorded in Book No. I, Volume No. 1523-2017, Pages from 263271 to 263282, being No. 152309009 for the year 2017. They obtained the Conversion Certificate as the nature of **Bastu**, from the B.L. & L.R.O. Rajarhat, in respect of their aforesaid property, vide Conversion Case No. **497/BL & LRO/Raj/2016** dated 05/09/2016 and **498/BL & LRO/Raj/2016** dated 16/09/2016 respectively.

- B. The Said Land is earmarked for the purpose of building a residential and car parking space project comprising multi storied apartment building, and the said project shall be Known as **Aashiyana Apartment**.

- C. The promoter is fully competent to enter into this agreement and 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;
- D. The intimation of commencement of the work has already been submitted to **Bidhannagar Municipal Corporation.**
- E. The promoter has obtained the final layout plan, sanctioned plan, specification and approvals for the project and also for the apartment, plot or building as the case may be from Bidhannagar Municipal Corporation. The Promoter agrees and undertakes that it shall not make any changes to approved plans except in strict compliance with section 14 of the Act and other laws as applicable.
- F. The promoter has registered the project under the provision of the Act with the West Bengal Housing Industry Regulatory Authority at Kolkata Registration No
- G. The Allottee had applied for an apartment in the project vide application and has been allotted apartment hereinafter referred to as the apartment more particularly described in Schedule A – 1 and the floor plan or the apartment in annexed hereto and marked as annexure.
- H. The parties have gone through all the terms and conditions set out in this agreement and understood the mutual rights and obligations detailed herein.
- I. The promoter may in future develop further blocks or phases on the land parcel adjacent to said premises, and reserve the right to share common infrastructure i.e, driveway, club and other amenities with such block/blocks/phase/phases in terms of rule 10 under the said act.
- 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 the parties, the promoter hereby agrees to sell and the allottee hereby agrees to purchase the Apartment morefully mentioned in Schedule A – 1.

NOW THEREFORE , in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuable consideration the parties agree in 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 morefully and particularly mentioned in the schedule A – 1.
- 1.2 The total price payable for the apartment is **Rs.** _____ only, more fully mentioned in the schedule – B.

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 excludes Taxes (consisting of tax paid payable by the promoter by way of G.S.T and cess or any other similar taxes which may be levied, in connection with 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 or the component authority, as the case may be, after obtaining the completion certificate.

Provided the 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 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 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 completed finished as per specifications more fully mentioned in schedule – D includes recovery of price of land underneath the building, construction of the common areas, internal development charges, external development charges, and includes cost for providing all other facilities, amenities and specification to be provide within the apartment and the project but it will be excluded of taxes and maintenance charges.

1.3 The total price is escalation free, save and except increases which the allottee hereby agrees to pay due to increase on account of development charges payable to the competent authority and/or any other increase in charge 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 / regulations 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 said project by the authority as per Act, the same shall not be charged from the allottee.

- 1.4 The Allottee/s shall make the payment as per the payment plan set out in Schedule 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 @ 4% per annum for the period by which the respective instalment has been preponed. The 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, lay out plans and specifications and the nature of fixtures, fittings and amenities described herein Schedule 'D' and Schedule 'E' (which shall be conformity with the advertisement, prospectus etc. On the basis of which sale is effected) in respect of the apartment without the previous written consent of the allottee as per the provision 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. The Promoter shall take prior approval for such addition alteration.
- 1.7 The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the building is complete and the complete 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 re calculated upon confirmation by the promoter, If there is reduction in the carpet area then the promoter shall refund the excess money paid by the allottee within forty five days with annual interest at the rate prescribed in the rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the apartment,

allotted to allottee, the promoter may demand that from the Allottee as per the next milestone of the payment plan as provided in schedule – C . All these monetary adjustment shall be made at the same rate per square feet as per Schedule – B 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 in schedule – B.

- (i) The Allottee shall have exclusive ownership of the Apartment.
- (ii) The Allottee shall have also right to use the common areas transferred to the association of allottee. 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 duly obtaining the completion certificate from the competent authority as provided in the Act; further, the right of the Allottee to use the common facilities shall always be subject to the timely payment of maintenance charges and other charges applicable from time to time.
- (iii) That the computation of the price of the completed Apartment finished as per specification more fully mentioned in the Schedule D, includes recovery of price of land underneath the building, construction of the Apartment and the common Area, internal development charges, external development charges and includes cost for providing all other facilities, amenities and specifications to be provided within the apartment and the Project. The Price exclude Taxes and maintenance charges.
- (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, subject to prior consent of the project engineer and complying with all safety measures while visiting the site.

1.9 It is made clear by the promoter and the Allottee agrees that the Apartment Along with car parking Space, if allotted shall be treated as a single

indivisible unit for all purpose. It is agreed that the project is an independent, self – contained project covering the said land underneath the building 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 as more fully mentioned clause no. 1 hereinabove. It is clarified that project's facilities and amenities shall be available only for use and enjoyment of the Allottee of the project.

1.10 The promoter agrees to pay all outgoings before transferring the physical possession of the apartment to the Allottee, which it has collected from the Allottee, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, including mortgage loan and interest on mortgage 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 out goings 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 proceeding which may be taken therefore by such authority or person.

1.11 The Allottee has paid a sum equivalent to 10% of the total price as booking amount being part payment towards the Total price of the Apartment which includes token Amount / any advances paid at the time of application the receipt of which the promoter hereby acknowledge and the Allottee hereby agrees to pay 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 milestone, 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 (as applicable) in favour of promoter payable at Kolkata at its office.

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 regulation made there under or any Statutory amendments/modifications made thereof and all other applicable laws including that of remittances 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 fulfil 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 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/her payments in any other 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 subject to then same being formed and registered.

6. CONSTRUCTION OF THE PROJECT / APARTMENT :

The Allottee has seen the proposed layout plan, specification, amenities of the Apartment and accepted the floor plan, payment plan and the specification, amenities and facilities as mentioned in the schedule which has been approved by the competent authority, as represented by the promoter. The Promoter shall develop the project in accordance with said layout plans, floor plans and specification, 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 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 – The Promoter agrees and understands that timely delivery of possession of the Apartment to the Allottee and the common areas to the Association of the Allottees is the essence of the Agreement. The Promoter assures to hand over possession of the Apartment along with ready and complete common areas with all specification, amenities and facilities of the project in place on **30th, November, 2022**, unless there is a delay or failure due to war, food, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estates project. (**Force Majeure**). If however, the completion of the project is delayed due to the Force Majeure conditions then the

Allottee agrees that the promoter 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 Allottees 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. The Promoter shall intimate the allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the 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 completion certificate from the competent authority shall offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement to be taken within two months from the date of issue of completion certificate subject to payment of all amounts due and payable under this Agreement and Registration of Deed of Sale. 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 allottees, as the case may be from the date of the issuance of the completion certificate for the project. The promoter shall hand over the photocopy of completion certificate of the allottee at the time of sale deed 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 the executing necessary indemnities, undertakings and such other documentation as prescribed in the 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 interest on amount due and payable in terms of this agreement, maintenance charges as specified in para 7.2, municipal tax and other outgoings and further holding charge of Rs. 5,000/- per month or part thereof for the period of delay of to taking possession.

7.4. Possession by the Allottee – After obtaining the completion 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 upon its formation and Registration: 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 formation and registration of the association of allottees.

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.

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 interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the promoter 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 the promoter in respect of the apartment, with interest at the rate prescribed in the rules including compensation in the manner as provided under the act with in forty – five days of it becoming due;

Provided that where if the Allottee does not intend to withdraw 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 forty – five days of it becoming due.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER :

The promoter hereby represents and warrants to the Allottee as follows:

- (i) The promoter has absolute, clear and marketable title with respect to 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 approval from the competent Authorities to carry out development of the project;
- (iii) There is no encumbrance upon the said land or the project;
- (iv) There are no litigation pending before any court of law or Authority with respect to the said land, project or the apartment;
- (v) All approval, licenses and permits issued by the competent authorities with respect to the project, said land 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 law in relation to the project, said land, building and apartment and common areas till the date of handing over of the project to the association of allots;
- (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 any other agreement with any person or party with respect to the said apartment which will, in any manner, affect the rights of allottee under this agreement;
- (viii) The promoter confirm 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 deed of sale the promoter shall handover lawful, vacant, peaceful, physical possession of the apartment to the allottee and the common areas to the association of allottees once the same being formed and registered;

- (x) The schedule property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the said land;
- (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, damage and /or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent authorities till the completion certificate has been issued and possession apartment irrespective of apartment along with common areas (equipped with all the specifications, amenities and. Facilities) has been handed over to the allottee and the association of allottee or not;
- (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 the 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 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 provision 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 payment to promoter as demanded by the promoter. If the allottee stop making payment 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 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 agreement, along with interest at the rate prescribed in the rules within forty – five days of receiving the termination notice subject to the allottee shall prior to receipt of refund on the above account from the promoter, at his own costs and expenses, execute all necessary cancellation related document required by the promoter;

Provided that where an allottee does not intended 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 payment for consecutive demand 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 the condition listed above continues for a period beyond two consecutive months after notice from the promoter in this regard, the promoter upon 30 days written notice may cancel the allotment of the apartment in favor of the allottee and the refund the money paid by the allottee by deducting the booking amount and the interest liabilities and this agreement shall thereupon stand terminated.

10. CONVEYANCE OF THE SAID APARTMENT:

The promoter, on receipt of total price of the apartment as per schedule- B under the agreement from the allottee, shall execute a deed of sale drafted by the promoters advocated and convey the title of the apartment together with proportionate indivisible share in the common Area within 3 months from the date of issuance of the completion certificate and the completion 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 mention in the notice, the allottee authorizes the promoter to withhold registration of the deed of sale in his/her favor till payment of stamp duty and registration charges and the allottee shall be bound by its obligation as morefully mention in clause 7.3 of this agreement.

11. MAINTENANCE OF THE SAID BUILDIND / APARTMENT/ PROJECT:

The promoter shall be responsible to provide and maintain essential service in the project till the taking over of the maintenance of the project by the association of allottee, for a maximum period of 1 (one) year upon the issuance of the completion certificate of the project.

12. DEFECT LIABILITY:

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of service or any other obligation 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 obtaining completion certificate, 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 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 and parking space for providing necessary maintenance service and the allottee agree to permit the association of allottee and /

or maintenance agency to enter in to 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 and service 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 usage as per sanctioned plans. The allottee shall not be permitted to use the service area and the basement 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 service.

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, corridor, circulation areas, atrium or the compound which may be in violation of any law or rules of any authority or change or alter or make additions to the apartment and keep the apartment, its walls and partitions, sewers, drains, pipe and appurtenances there to or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelters 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 /nameplate, neon light, publicity material and advertisement material etc. on the face façade of the building or anywhere on the exterior of the project, building therein or common areas. The allottee shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any changes 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 there after the association of allottees and/or maintenance agency appointed by the association of allottees . the allottee shall be responsible for any loss or damage arising out of breach of any of the aforesaid condition.

16. COMPLIANCE OF LAW, NOTIFICATION 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, notification applicable to the project.

17. ADDITIONAL CONSTRUCTIONS:

The promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the project after the building plan, layout plan, sanction plan, and specification, amenities and facilities has been approved by the competent authority (ies) and disclosed, expect for as provided in the act.

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 effect the right and interest of the allottee who has taken or agreed to take such apartment. During the period of construction or before that, the promoter may obtain construction finance but without creating any liability on allottee.

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

The promoter has assured the allottees that the project in its entirety is in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972,

The promoter showing compliance of various laws/regulations as applicable in said 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

sign and delivers this agreement with all the schedules along with the payment 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 – register (specify the address of the sub – registrar) as and when intimated by the promoter. If the allottees fails to execute and deliver to the promoter this agreement within 30 (thirty) 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 (thirty) days from the date of its receipt by the allottee, application of the allottee shall be treated as cancelled and all sums deposit 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 schedule, 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.

22. RIGHT TO AMEND:

This agreement may only be amended through written consent of the parties.

23. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE

/SUBSEQUENT ALLOTTEES:

It is clearly understood and so agreed by and between the parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the 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.

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 payment 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 allottees 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 provision 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 regulation made there under or under other applicable laws, such provision 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 there under or the applicable law, as the case may be, and the remaining provision 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 allottees in project, the same shall be the proportion which the carpet area of the apartment bears to the total carpet area of the apartment in the project.

27. FURTHER ASSURANCE:

Both parties agreed that they shall execute, acknowledge and deliver to the other such instrument and take such other action, in addition to the instruments and action specifically provided for herein, as may be reasonably required in order to effectuate the provision 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 concerned sub – registrar. Hence this agreement shall be deemed to have been executed at Kolkata.

29. NOTICE:

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 by registered post at their respective addresses as mention in the agreement or through e-mail.

It shall be the duty of the allottee and the promoter to inform each other of any change of 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 purpose to consider as properly served on all the allottees.

31. SAVING:

Any application letter, allotment letter, agreement, or any other document sign by the allottee in respect of the apartment, prior to the execution and registration of this agreement for sale for such apartment, shall not be constructed to limit the rights and interest of the allottee under the agreement for sale or 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 interpretations and validity of the terms thereof and the respective right 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 are not in derogation of or inconsistent with the terms and conditions set out above or the Act and the rules and regulations made there under]

SCHEDULE A

(The entire Premises)

All that piece and parcel of Bastu land measuring an area of **05 (Five) Cottahs, 13 (Thirteen) Chittacks, 14 (Fourteen) Sqft**, be the same a little more or less, along-with proposed multi-storied building which is at present under construction, being Scheme Plot Nos. **84 and 85**, comprising in **R.S & L.R dag No. 90** under R.S. Khatian Nos. **187** corresponding to Kri. Khatian No. 470 Present **L.R. Khatian Nos. 981 and 982** lying at situated in **Mouza – Dasadrone**, J.L. No. 4, Re.Su. No. 150, Touzi No. 2998, within the jurisdiction of Bidhannagar Municipal Corporation, P.S: Airport now Baguiati, A.D.S.R.O: Bidhannagar (Salt Lake City), Pargana: Kalikata, District: North 24 Parganas, which is butted and bounded by :

ON THE NORTH : 14' Wide Road

ON THE SOUTH : Dag Nos. 410 & 92

ON THE EAST: 12' wide Common Passage &
Scheme Plot No 85/A.

ON THE WEST: Scheme Plot No. 83.

SCHEDULE A - 1

(Description of the flat & the Car Parking Space hereby sold)

ALL THAT a self-contained residential flat, identified by Flat no_ **xx** _, Type: **2BHK**, measuring more or less Area: **xxx Sq.ft.** area including 25% Super built up area, located at Floor: **xx** of the premises, and **ALL THAT** a Car Parking Space under the Roof inside the building measuring more or less **xxx Sq. ft.** Identified by **Car Parking Space No.** _____, located at **GROUND FLOOR** of the premises namely "**Aashiyana Apartment**" **TOGETHERWITH** undivided impartible proportionate share of interest in the land comprised in the said property at **Dasadrone**, under Bidhannagr Municipal Corporation, P.S: Baguiati, District: North 24 Parganas which includes all the common areas and facilities attached therewith together with the undivided proportionate share/interest on the land attributable thereto.

The following facilities will be provided with the said flat:

1. 24 Hours water Supply.
2. 24 hours security.
3. Lift.
4. Underground water reservoir.

The purchasers will enjoy the facilities without paying any extra charges thereof subject to payment of maintenance charge to be fixed by the flat owner's association/committee/common body.

SCHEDULE B**(Price)**

Price for the Apartment	Rs: xxxxxx
Price of _____ car parking space	Rs: xxxxx -----
Total Price	Rs: xxxxxxxx

(xxxx Lakhs xxxx Thousand Rupees Only)

SCHEDULE C**Payment Plan**

- (a) On application Rs. _____ (Rupees _____) only.
- (b) On signing of this agreement 20% of total consideration i.e. Rs. _____) only.
- (c) On Foundation 15% of total consideration.
- (d) On 1st casting 15% of total consideration.
- (e) On 2nd casting 10% of total consideration.
- (f) On 3rd casting 10% of total consideration.
- (g) On 4th casting 10% of total consideration.
- (h) On Brick work and flooring of Apartment 10% of total consideration.
- (i) Balance 10% on possession of flat (with car parking space).

Note :

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

SCHEDULE 'D'**(Specification of work)****FOUNDATION:**

The foundation of the building shall be reinforced cement concrete.

- STRUCTURE** : The main structure of the building shall be of reinforced cement concrete frame structure comprising of R.C.C. Columns beams slabs etc.
- ELEVATION** : Attractive designed front elevation with exclusive finish.
- WALLS** : The external walls of the building be 200/125 mm thick brick and partition wall inside the flats shall be of 75 mm and 125 mm thick. Both to be bounded with cement mortar.
- PLASTERING** : All internal surface shall be plastered with cement and finished with plaster of Paris. All external walls shall be plastered with cement and sand and painted with cement paints of reputed make. Inside wall shall be finished with plaster of paris.
- FLOORING AND SKIRTING**: All and other flooring and skirting inside the flat including the balcony shall be made with 2'x2' Vitrified tiles. The toilets shall have 6' glazed white ceramic tiles with marble/tile flooring. The kitchen will have tile flooring.
- DOORS** : All doors frame will be made of Sal wood. The main door will be of flush door. Internal door shall be commercial water proof flush type affixed on proper timber frame painted with primer paint. Toilets will have plastic door. The main door shall be provided with one magic eye.
- WINDOWS** : All window shall be aluminium frame with integrated grill and will be fitted with glass.
- TOILET FITTINGS** : All toilets will have anti – Skid tile flooring. All toilets be provided with concealed plumbing for

water. Each bath room shall have European W.C. or Indian type pan which the Purchaser will choose, one cistern and one basin. Each toilet will have two bib cocks and one shower.

KITCHEN FITTINGS/

FIXTURES:

The Kitchen will have tile flooring. The Kitchen shall have Black stone platform with black stone, 3' dado ceramic tiles on cooking slab.

ROOF :

Proper roof treatment with water proofing.

STAIRS

:

All landings and steps of the stair-case will be Kota Marble/Tiles.

ELECTRICALS

: Meter-individual meter to be fitted by the flat buyers shall be done at their individual costing. All electrical lines, to be concealed, having quality copper wires of proper gauge with earthing arrangements all switch boards to be of PVC with in front cover of parapet sheet, with switch/plus/sockets etc. are to be provided on all electrical points.

ELECTRICAL POINTS:

Bed rooms

:

Two light points, one fan point, one multi-plug point (6 Amps), computer points in all bed rooms. Only one A.C Point and one washing point in the entire flat.

Toilets

:

One light point, one exhaust fan point, 15 Amps one Geyser point.

Living/Dining Room:

two light points, two fan points, four plug point (6 Amps), one T.V. Point and one Refrigerator point (15 AMP)

Kitchen

:

Aqua Guard point and exhaust point and one 15 Amps point.

Stair	:	One light point in each landing, One bell Point outside every flat.
Roof	:	Two light points.
Ground floor	:	Adequate light points.

WATER SUPPLY: One underground water reservoir for storing the water is to be provided with adequate horse power capacity of pump of reputed make & Boring & Deep Tubewell.

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

SCHEDULE 'E'

(Common Areas, Amenities & Facilities)

Part-1. (Block common portion)

- (a) Lobbies and stair case.
- (b) Stair Head Room, Lift, Machine Room, Lift well.
- (c) The ultimate roof of the building areas as marked in the plan annexed hereto.
- (d) Overhead water reservoirs.
- (e) Water pipe (save those inside any apartment).
- (f) Wiring and accessories for lighting of common areas in the block.
- (g) Lift and lift machinery.

Part-2.

- (1) Open pathways.
- (2) Boundary walls.
- (3) All gates to the premises.
- (4) Drains sewers, septic tank/s and their connection with the KMC.
- (5) Electric transformer/s.
- (6) Electric cables.
- (7) Underground water reservoir.
- (8) All external lighting.
- (9) Pumps and motors.
- (10) Security room.

IN WITNESSES WHEREOF, parties hereinabove hands and signed this agreement for sale at Kolkata in the presence of attesting witness, signing as such on the day first above written.

SIGNED, SEALED AND DELIVERED

IN THE PRESENCE OF :

1

As Constituted Attorney for and on behalf of
Zahid Hossain and Parveen Begum
Signature of the Vendor.

2

SIGNED AND DELIVERED BY THE WITHIN NAMED :

Promoter

Signature :

Name :

Address

Please affix
photographs
and sign across
the Photograph

SIGNED AND DELIVERED BY THE WITHIN NAMED :

Allottee :

Signature :

Name :

Address:

Please affix
photographs
and sign across
the Photograph

Witnesses:

1. Signature:

Name :

Address

2. Signature:

Name:

Address:

RECEIVED Rs. _____ - only (Rupees _____)
only from the within named Purchaser/s as advance as per following memo:

MEMO OF CONSIDERATION:

Cheque No.	Date	Bank	Amount.
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Signature of the Promoter.

DRAFTED AND PREPARED BY

(Dipankar Chandra Das)
Advocate
Barasat court