

**ANNEXURE -A**

(See rule 9)

**AGREEMENT FOR SALE**

**BY AND BETWEEN**

**(1) Mrs. RAMA AICH,** (PAN CLJPA6219B) daughter of Late Sudhir Ranjan Das & W/o. Mr. Manish Aich, by faith Hindu, by Nationality Indian, by occupation housewife, residing at 2 Vivekananda Colony, Panihati (M), 24 Parganas North, Kolkata –700114.

**(2) Mr. ASHISH DAS,** (PAN DTQPD5615G) son of Late Sudhir Ranjan Das, by faith Hindu, by Nationality Indian, by occupation service, residing at 57 Teachers Co-Operative Society, Kamarhati (M), 24 Parganas North, Kolkata – 100109.

**(3) Ms. RINKU DAS,** (PAN AZPPD2946Q) daughter of Late Sudhir Ranjan Das, by faith Hindu, by Nationality Indian, by occupation service, residing at 57 Teachers Co-Operative Society, Kamarhati (M), 24 Parganas North, Kolkata – 100109.

**(4) Mrs. BINAPANI CHAKRABORTY,** (PAN BPJPC1273C) daughter of Late Umesh Chandra Chakraborty & W/o. Mr. Satish Chakraborty, by faith Hindu, by Nationality Indian, by occupation housewife, residing at 1/84 Jatindas Nagar, Belghoria Kamarhati (m), Kolkata – 700056.

**(5) Mrs. CHABI RANI CHAKRABORTY,** (PAN BQVPC1582P) wife of Late Haripada Chakraborty and daughter of Late Bishweswar Chakraborty, by faith Hindu, by Nationality Indian, by occupation housewife, residing at 54 Teachers Co-Operative Society, Kamarhati (M), 24 Parganas North, Kolkata – 100109.

**(6) Mr. ARUN CHAKRABORTY,** (PAN BPJPC1247F) son of Late Haripada Chakraborty, by faith Hindu, by Nationality Indian, by occupation business, residing at 54, Teachers Co-Operative Society, Kamarhati (M), 24 Parganas North, Kolkata – 100109.

**(7) Mr. SHYAMAL CHAKRABORTY,** (PAN BODPC0249F) son of Late Haripada Chakraborty, by faith Hindu, by Nationality Indian, by occupation service, residing at 54 Teachers Co-Operative Society, Kamarhati (M), 24 Parganas North, Kolkata – 100109.

**(8) Mrs. BHARTI CHAKRABORTY** (PAN -----) daughter of Late Haripada Chakraborty & wife of Mr. Gopal Chakraborty, by faith

Hindu, by Nationality Indian, by occupation housewife, residing at 48 Suraj Sen Street, Belghoria, Kolkata – 700056.

**(9) Mrs. SIMA MUKHERJEE** (PAN **BGPPM6572D**) wife of Mr.

Somnath Mukherjee, by faith Hindu, by Nationality Indian, by occupation housewife, residing at residing at Natagarh, Canal Side, Panihati (m), Kolkata – 700112.

**(10) Mrs. MADHABI KUSARI** (PAN **BZPPK3542J**) wife of Late Dipak Kusari, by faith Hindu, by Nationality Indian, by occupation housewife, residing at 8/1 Abdul Latif Street, Belghoria Kolkata – 700056.

**(11) Mrs. DIPA BANIK** (PAN **AXPPB3126JU**) wife of Mr. Debabrata Banik, by faith Hindu, by Nationality Indian, by occupation housewife, residing at 19/1/, Rashbihari Ghosal Lane, Malipanchghara, Howrah-711107.

**(12) Mrs SANDHYA DAS** (PAN **DYFPD4116J**) wife of Mr. Parimal Das, by faith Hindu, by Nationality Indian, by occupation housewife, residing at 60, Adarsha Pally, Belghoria, Kamarhati (m) Kolkata -700056.

**(13) Mrs SIPRA DUTTA** (PAN **BZMPD9290F**) wife of Late Molay Dutta, by faith Hindu, by Nationality Indian, by occupation housewife, residing at 87 Uday Villa Udbastu Pally, Kamarhati (m) Kolkata – 700056. all the vendors represented by their constituted attorney **ADITYA**

**CONSTRUCTION)** (Deed No. 128) 2017-2018 (**ABKFA0046K**) a PARTNERSHIP FIRM having its Registered Office at (47, Tarun Pally, D P Nagar, Belghoria, North 24 Parganas, Kamarhati(m) Kolkata-700056 WB being represented by its partners **1) BISWAJIT TRIVEDI** (PAN **AHPPT5484K**) (AADHAAR 7533 7949 2018) by faith Hindu, by Nationality Indian, by occupation business, residing at 47 Tarun Pally, D.P. Nagar, P.O & P.S – Belgharia, District North 24 Parganas, Kolkata – 700056 **2) DEBABRATA SINHA** (PAN **CGKPS9161C**) (AADHAAR 2466 8515 9987) by faith Hindu, by Nationality Indian, by occupation business, residing at 47 Tarun Pally, D.P. Nagar, P.O & P.S – Belgharia, District North 24 Parganas, Kolkata – 700056 vide two separate Development Power of Attorney dated 04<sup>th</sup> May 2018 and registered at the office of the Additional District Sub Registrar, Belghoria, North 24 Parganas and entered in Book No. I, CD Volume No. 1526-2018, Pages from 63814 to 63836, Being No. 152602571 for the year 2018 & dated 18<sup>th</sup> May 2017 Book No. I, CD Volume No. 1526-2017, Pages from 38293 to 38326, Being No. 152601399 for the year 2017 respectively hereinafter jointly referred to as the

**VENDORS/LANDOWNERS** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective heirs/heir, executors, administrators, legal representatives and assigns) of the **FIRST PART**

**AND**

**ADITYA CONSTRUCTION**) (Deed No. 128) 2017-2018 (**ABKFA0046K**) a PARTNERSHIP FIRM having its Registered Office at (47, Tarun Pally, D P Nagar, Belghoria, North 24 Parganas, Kamarhati(m) Kolkata-700056 WB being represented by its partners **1) BISWAJIT TRIVEDI** (PAN AHPPT5484K) (AADHAAR 7533 7949 2018) by faith Hindu, by Nationality Indian, by occupation business, residing at 47 Tarun Pally, D.P. Nagar, P.O & P.S – Belgharia , District North 24 Parganas, Kolkata – 700056 **2) DEBABRATA SINHA** (PAN CGKPS9161C) (AADHAAR 2466 8515 9987) by faith Hindu, by Nationality Indian, by occupation business, residing at 47 Tarun Pally, D.P. Nagar, P.O & P.S – Belgharia , District North 24 Parganas, Kolkata – 700056 hereinafter referred to as the "**PROMOTER**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns) of the **SECOND PART**

**AND**

**MR./MS.**\_\_\_\_\_ (Aadhaar No. \_\_\_\_\_) son / daughter of \_\_\_\_\_, aged about \_\_\_\_\_ residing at \_\_\_\_\_ (PAN \_\_\_\_\_) hereinafter called the "**ALLOTTEE**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns).

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

**DEFINITIONS:**

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

**a)"Act"** means the West Bengal Housing Industry Regulation Act, 2017 (West Ben. Act XLI of 2017);

**b)"Rules"** 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.

A. The landowners herein are the absolute and lawful owner of **ALL THAT** piece or parcel of land measuring an area of **6(Six) Cottahs 1 (One) chittack 0 (Zero) square feet** be the same a little more or less together with **G+ Three Storied** building to be constructed known as "**AIDTYA ENCLAVE**" appertaining to Mouza Basudebpur, J.L. No. 2, R.S. No. 113, C.S. & R.S. Plot Nos. 113, lying and situated at being Premises Nos. 57 Holding No. 365, Teachers Co-operative Society, under Kamarhati Municipality, Ward No. 24, P.S. Belghoria, Kolkata-700056, District North 24 Parganas (said land) vide sale deed & other details fully mentioned in clause "**I**" hereunder written.

B. The Said Land is earmarked for the purpose of building a [commercial/ residential/ any other purpose] project comprising multistoried apartment buildings and the said project shall be known as "**ADITYA ENCLAVE**" :  
Provided that where land is earmarked for any institutional development the same shall be used for those purposes only and no commercial/residential development shall be permitted unless it is a part of the plan approved by the competent authority;

C. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land on which Project is to be constructed have been completed;

D, The **Kamarhati Municipality** has granted the commencement certificate to develop the project vide approval dated 30.07.2019 bearing registration no 137/19-20;

E. The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the building, from **Kamarhati Municipality**. The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable;

F. The Promoter has registered the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at \_\_\_\_\_on\_\_\_\_\_ under registration no.....

G. The Allottee had applied for an apartment in the Project vide application no..... dated ..... square feet, on..... floor in the building known as "ADITYA ENCLAVE" along with garage/covered parking no..... adm easuring \_\_\_\_\_square feet in the\_\_\_\_ [Please insert the location of the garage/covered parking], as permissible under the applicable law and of pro rata share in the common areas ("Common Areas") as defined under clause (m) of Section 2 of the Act (hereinafter referred to as the "Apartment" more particularly described in **Schedule A-III** and the floor plan of the apartment is annexed hereto and marked as **Schedule B**);

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. **ADDITIONAL DISCLOSURES/DETAILS:**

WHEREAS by a deed of indenture, dated 30.03.1981 THE BARRACKPORE SUBDIVISIONAL CO-OPERATIVE TEACHERS COLONY SOCIETY LIMITED purchased a land from the Government of West Bengal ALL THAT piece or parcel of land measuring about 4.78 acres appertaining to R.S .DAG Nos. 113, 114, 115,116 &117, under Khatian Nos. 6 J. L No.2 in Mouza – Basudebpur, District 24 Parganas North.

WHEREAS there after the said THE BARRACKPORE SUB – DIVISIONAL CO-OPERATIVE TEACHERS COLONY SOCIETY LIMITED divided the said land in different plots and said the plots among the member of the society.

And whereas one Mr. UMESH CHANDRA CHAKRABORTY son of late Gobindo Chakraborty was one of the member of the said society purchased a plot measuring about 2 Cottahs 0 chittacks and 0 sq.ft be the same little more or less from the said society on 18.07.1982 and for the sake brevity herein after called the said land which was registered on 18<sup>th</sup> July 1982 in the office of the Additional District Sub Registrar Cossipore Dum Dum and recorded in Book No. I, Volume No. 299-1982, Pages from 133 to 135, being No. 6451 for the year 1982.

**AND WHEREAS** having been owner of said land the said Mr. Umesh Chandra Chakraborty duly constructed one stoned building measuring an area of 300 sq.ft. thereupon and died intestate on 19<sup>th</sup> January 1991 leaving them surviving his one son namely Hari Pada Chakraborty and one daughter namely Binapani Chakraborty as his only legal heirs/ heiress and successors to her estate and accordingly after the demise of said Mr. Umesh Chandra

Chakraborty the said property devolved upon her aforesaid legal heirs and successors became the joint owners of the said property by virtue of inheritance and under the Hindu Succession Act 1956 and his wife predeceased him

**AND WHEREAS** having been owners of said land the said Mr. Hari Pada Chakraborty died intestate on 08<sup>th</sup> November 2007 leaving behind his widow Chabi Rani Chakraborty and two son Arun Chakraborty and Shyamal Chakraborty & five daughters Bharati Chakraborty, Sima Mukherjee, Madhabi Kusari, Dipa Banik, Sandhya Das as his legal heirs/ heiress and successors to his estate and accordingly after the demise of said Mr. Hari Pada Chakraborty his aforesaid legal heirs and successors became the joint owners of the said property by virtue of inheritance and under the Hindu Succession Act 1956

**AND WHEREAS** in the event that have happened the said Binapani Chakraborty, Chabi Rani Chakraborty, Arun Chakraborty, Shyamal Chakraborty, Bharati Chakraborty, Sima Mukherjee, Madhabi Kusari, Dipa Banik and Sandhya Das by way of inheritance from their respective predeceased in interest are thus now joint owners of the land measuring an area of **ALL THAT** piece or parcel of land measuring an area of 2 (Two) Cottahs 0 (Zero) chittacks be the same a little more or less together a Kutcha House measuring an area of 300 sq.ft. and presently the said property has been reassessed and renumbered appertaining to Mouza Basudebpur, J.L. No. 2, C.S. & R.S. Plot No. 113, lying and situated at **Premises No. 54, Holding No. 426** (New), 426 (Old), under Kamarhati Municipality, Ward No. 24, P.S. Belghoria, District North 24 Parganas fully mentioned in the **First Schedule Part-I** hereunder written.

WHEREAS by a deed of indenture, dated 30.03.1981 THE BARRACKPORE SUBDIVISIONAL CO-OPERATIVE TEACHERS COLONY SOCIETY LIMITED purchased a land from the Government of West Bengal ALL THAT piece or parcel of land measuring about 4.78 acres appertaining to R.S .DAG Nos. 113, 114, 115,116 &117, under Khatian Nos. 6 J. L No.2 in Mouza – Basudebpur, District 24 Parganas North.

WHEREAS there after the said THE BARRACKPORE SUB – DIVISIONAL CO-OPERATIVE TEACHERS COLONY SOCIETY LIMITED divided the said land in different plots and said the plots among the member of the society.

AND WHEREAS one Mr. MILAN DAS one of the member of the said society purchased a plot measuring about 2 Cottahs 8 Chittacks and 36 Sq. Ft. be

the same little more or less from the said society on 08.07.1982 and for the sake brevity herein after called the said land which was registered in the office of the Additional District Sub Registrar Cossipore Dum Dum. Being no-6449 for the year 1982.

AND WHEREAS Mrs. SIPRA DUTTA purchases the said Land measuring 1 Cottahs 1 Chittacks and 0 Sq. Ft. from Mr. MILAN DAS by a sale Deed being no- 1289 recorded in Book – I for the year 2009 registered at Cossipore Dumdum on 17<sup>th</sup> February 2009.

WHEREAS the Owner Mrs. SIPRA DUTTA is seized and possessed of otherwise well and sufficiently entitled to all that the land and premises situate of land containing by estimation an area of 1 Cottahs – 1 Chittack – 0 Sq. Ft more or less lying and situated at Mouza – Basudebpur , Plot No. 54/A, C.S/R.S.DAG No. 113, 114, 115, 116 & 117, under Khatian No. 6, J.L No. 2, Holding at 425/1, Teacher's Co-Operative Society, P.S.-Belghoria, District 24 Parganas North, Kolkata – 700056

**AND WHEREAS** the said Smt. Binapani Chakraborty, Smt. Chabi rani Chakraborty, Sri. Arun Chakraborty, Sri. Shyamal Chakraborty, Smt Bharati Chakraborty, Smt Sima Mukherjee, Smt Madhabi Kusari, Smt. Dipa Banik, Smt. Sandhya Das and Smt. Sipra Dutta having decided to develop the "said land " and to erect a **G+ Three Storied** commercial cum residential building thereat, duly proposed the Developer to the planned development of the said property after demolition of the existing old dwelling house and by constructing a new **G+ Three Storied** residential-cum-commercial building thereon comprising of self-contained residential flats/units / shops / garages etc. on ownership basis according to the sanctioned building plan to be sanctioned by the **Kamarhati** Municipality.

**AND WHEREAS** on 18<sup>th</sup> May 2017 the landowners herein executed and registered a Development Agreement with the ADITYA CONSTRUCTION the Developer herein and registered at the office of the Additional District Sub Registrar, Belghoria, North 24 Parganas and entered in Book No. I, CD Volume No. 1526-2017, Pages from 38110 to 38159, being No. 152601394 for the year 2017 for such purposes under the terms and conditions fully mentioned therein.

**AND WHEREAS** in terms of the said Development Agreement the Owners herein on the same date i.e. 18<sup>th</sup> May 2017 executed a Development Power of Attorney in favor of the said **ADITYA CONSTRUCTION**, the Developer herein being represented by its Partners **1) BISWAJIT TRIVEDI** (PAN

AHPPT5484K) (AADHAAR 7533 7949 2018) by faith Hindu, by Nationality Indian, by occupation business, residing at 47 Tarun Pally, D.P. Nagar, P.O & P.S – Belgharia , District North 24 Parganas, Kolkata – 700056 **2)** **DEBABRATA SINHA** (PAN CGKPS9161C) (AADHAAR 2466 8515 9987) by faith Hindu, by Nationality Indian, by occupation business, residing at 47 Tarun Pally, D.P. Nagar, P.O & P.S – Belgharia , District North 24 Parganas, Kolkata – 700056 and registered at the Office of the Additional District Sub- Registrar, Belghoria, North 24 Parganas and entered in Book No. I, CD Volume No. 1526-2017, Pages from 38293 to 38326, Being No. 152601399 for the year 2017.

WHEREAS by a deed of indenture, dated 30.03.1981 THE BARRACKPORE SUB – DIVISIONAL CO - OPERATIVE TEACHERS COLONY SOCIETY LIMITED purchased a land from the Government of West Bengal ALL THAT piece or parcel of land measuring about 4.78 acres appertaining to DAG Nos. 113, 114, 115, 116 & 117, under Khatian Nos. 6, J. L No.2 in Mouza Basudebpur, P.O-Agarpara, and District-24 Parganas North.

WHEREAS there after the said THE BARRACKPORE SUB – DIVISIONAL CO-OPERATIVE TEACHERS COLONY SOCIETY LIMITED divided the said land in different plots and sold the said plots amongst the member of the society.

AND WHEREAS one Mr. SUDHIR RANJAN DAS one of the member of the said society purchased a plot measuring about 3 Cottahs – 0 Chittack – 0 Sq. Ft be the same little more or less from the said society on 30<sup>th</sup> March 1981 and for the sake brevity herein after called the said land which was registered in the office of the Additional District Sub Registrar Cossipore Dum Dum and entered in Book No. I, CD Volume No. 76-1981, Pages from 139 to 144, being No. 3162 for the year 1981.

**AND WHEREAS** having been owner of said land the said Mr. Sudhir Ranjan Das duly constructed one stoned building measuring an area of 400 sq.ft. thereupon and died intestate on 20<sup>th</sup> November 2016 leaving them surviving his one son namely Mr. Ashish Das and two daughters namely Mrs. Rama Aich and Ms. Rinku Das as his only legal heirs/ heiress and successors to her estate and accordingly after the demise of said Mr. Sudhir Ranjan Das the said property devolved upon her aforesaid legal heirs and successors became the joint owners of the said property by virtue of inheritance and under the Hindu Succession Act 1956 and his wife predeceased him.

**AND WHEREAS** the said Mr. Ashish Das, Mrs. Rama Aich and Ms. Rinku Das having decided to develop the "said land " and to erect a **G+ Three Storied**



commercial cum residential building thereat, duly proposed the Developer to the planned development of the said property after demolition of the existing old dwelling house and by constructing a new **G+ Three Storied** residential-cum-commercial building thereon comprising of self-contained residential flats/units / shops / garages etc. on ownership basis according to the sanctioned building plan to be sanctioned by the **Kamarhati** Municipality.

**AND WHEREAS** on 04<sup>th</sup> May 2018 the landowners herein executed and registered a Development Agreement with the "**ADITYA CONSTRUCTION**" the Developer herein and registered at the office of the Additional District Sub Registrar, Belghoria, North 24 Parganas and entered in Book No. I, CD Volume No. 1526-2018, Pages from 63447 to 63477, being No. 152602559 for the year 2018 for such purposes under the terms and conditions fully mentioned therein.

**AND WHEREAS** in terms of the said Development Agreement the Owners herein on the same date i.e. 04<sup>th</sup> May 2018 executed a Development Power of Attorney in favor of the said "**ADITYA CONSTRUCTION**", the Developer herein being represented by its Partners **1) BISWAJIT TRIVEDI** (PAN AHPPT5484K) (AADHAAR 7533 7949 2018) by faith Hindu, by Nationality Indian, by occupation business, residing at 47 Tarun Pally, D.P. Nagar, P.O & P.S – Belgharia , District North 24 Parganas, Kolkata – 700056 **2) DEBABRATA SINHA** (PAN CGKPS9161C) (AADHAAR 2466 8515 9987) by faith Hindu, by Nationality Indian, by occupation business, residing at 47 Tarun Pally, D.P. Nagar, P.O & P.S – Belgharia , District North 24 Parganas, Kolkata – 700056 and registered at the Office of the Additional District Sub- Registrar, Belghoria, North 24 Parganas and entered in Book No. I, CD Volume No. 1526-2018, Pages from 63814 to 63836, Being No. 152602571 for the year 2018.

**AND WHEREAS** the Owners in course such owning and possessing of the property mentioned hereinabove and hereunder written in the schedule having desirous of developing jointly the said premises by constructing a new building after demolishing the existing structure in accordance with the plan or plans sanctioned by **Kamarhati** Municipality at the aforesaid land of the Owners and accordingly the said three holdings being Holding No. **365** Teachers Co-operative Society, Holding No. **425/1** Teachers Co-operative Society & Holding No. **426** Teachers Co-operative Society duly amalgamated in to a single holding being **Holding No. 365** Teachers Co-operative Society fully mentioned in the **First Schedule Part-III** hereunder written.

**AND WHEREAS** the said Developer herein having decided to develop the "said land" and to erect a **G + Three Storied** commercial cum residential building thereat duly obtained a building sanction plan Being BP No 137/19-20 dated 30.07.2019 sanctioned by the **Kamarhati Municipality**.

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] and the garage/covered parking (if applicable) as specified in para G

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

**1 TERMS:**

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 Price for the [Apartment] based on the carpet area is Rs..... (Rupee.....) Total price (in rupees.....)

Break up and description: Rate of apartment per square feet

Building Name:

Apartment No.

Type:

Floor:

Total Price (in rupees):

\*Provide breakup 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, and maintenance charges as per para II etc., if/as applicable

**AND**

Garage: Price .....

Total price (in rupees):

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 GST. 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 and the project to the association of 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 areas, maintenance charges as per para II etc. and includes cost for providing all other facilities, amenities and specifications 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 competent authority and/or any other increase in

charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/ charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/ regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges 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.

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 installments payable by the Allottee by discounting such early payments @.....% per annum for the period by which the respective installment 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, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at **Schedule 'D'** and **Schedule 'E'** (which shall be in conformity with the advertisement, prospectus etc. on the basis of which sale is effected) in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Allottee as per the provisions of the Act.

Provided that the Promoter may make such 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 the Promoter, If there is reduction in the carpet area then the Promoter shall refund the excess money paid by Allottee within forty-five days 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 adjustments shall be made at the same rate per square feet as agreed in para 1.2 of this Agreement.

1.8. Subject to para 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the [Apartment] as mentioned below;

- (i) The Allottee shall have exclusive ownership of the [Apartment];
- (ii) The Allottee shall also have undivided proportionate share in the Common Areas, Since the share interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the promoter shall hand over the common areas to the association of allottees after duly obtaining the completion certificate from the competent authority as provided in the Act;
- (iii) That the computation of the price of the [Apartment] includes recovery of price of land, construction of [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 areas, maintenance charges as per para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the [Apartment] and the Project;
- (iv) The Allottee has the right to visit the project site to assess the extent of development of the project and his apartment/plot, as the case may be,

1.9. It is made clear by the Promoter and the Allottee agrees that the [Apartment] along with garage/covered parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the 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 [Apartment] as prescribed in the Payment Plan [**Schedule C**] as may be demanded by the Promoter within the time and in the manner specified therein: Provided that if the allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules.

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

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan [through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of **(NAME OF COMPANY)** payable at **Kolkata**.

## **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 refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The

Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

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

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

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

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

The Promoter shall abide by the time schedule for completing the project as disclosed at the time of registration of the project with the Authority and towards handing over the [Apartment] to the Allottee and the common areas to the association of allottee or the competent authority, as the case may be.

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

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the [Apartment] and accepted the floor plan, payment plan and the specifications, amenities and facilities [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 concerned 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:**

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 allottee or the competent authority, as the case may be, 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 specifications, amenities and facilities of the project in place on unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). 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 Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 days from that date. 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 occupancy certificate from the competent authority shall offer in writing the possession of the [Apartment], to the Allottee in terms of this Agreement to be taken within two months from the date of issue of occupancy certificate. [Provided that, in the absence of local law, the conveyance deed in favor of the allottee shall be carried out by the promoter within 3 months from the date of issue of occupancy certificate. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee, after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/association of allottees, as the case may be after the issuance of the completion certificate for the project. The promoter



shall hand over the occupancy certificate of the apartment/ plot, 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 Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of Allottee or the competent authority, as the case may be, 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 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 him in respect of the [Apartment], with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within 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 Landowner/Promoter has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project; [in case there are any encumbrances on the land provide details of such encumbrances including any rights, title, interest and name of party in or over such land];
- (iv) There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the [Apartment];
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and [Apartment] are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and [Apartment] and common areas;
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land including the Project and the said [Apartment] which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [Apartment] to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the [Apartment] to

the Allottee and the common areas to the association of allottees or the competent authority, as the case may be;

(x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;

(xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the completion certificate has been issued and possession of apartment, plot or building, as the case may be, along with common areas (equipped with all the specifications, 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 condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority;

(ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of 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 stops making payments the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest; or

(ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the apartment, 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/Plot), 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 the 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 the Allottee and refund the money paid to him by the allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated; Provided that the promoter shall intimate the allottee about such termination at least thirty days prior to such termination.

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

The Promoter, on receipt of Total Price of the [Apartment] as per para 1.2 under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the [Apartment] together with proportionate indivisible share in the Common Areas within 3 months from the date of issuance of the occupancy certificate 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 notice, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee.

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

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of allottees upon the issuance of the completion certificate of the project. The cost of such maintenance has been included in the Total Price of the [Apartment].

**12. DEFECT LIABILITY:**

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

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

The Promoter/maintenance agency/association of allottees shall have rights of unrestricted access of all Common Areas, 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 "-----", shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks. Pump rooms, maintenance and service rooms, firefighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted 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 Part] change or alter or make additions to the [Apartment] and keep the [Apartment], its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

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 facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the color 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 load bearing wall of the [Apartment].

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

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

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

## **17. ADDITIONAL CONSTRUCTIONS:**

The Promoter undertakes that 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 been approved by the competent authority(ies) and disclosed, except 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/ Building] and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right

and interest of the Allottee who has taken or agreed to take such [Apartment/Building].

**19. APARTMENT OWNERSHIP ACT (ORTHE 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**. The Promoter showing compliance of various laws/ regulations as applicable in **West Bengal**.

**20. BINIDLNG EFFECT:**

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar (specify the address of the Sub-Registrar) as and when intimated by the Promoter. If the Allottee(s) 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 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 understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/ Plot including, 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 ALLOITEE / 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 payments as per the Payment Plan [**Annexure C**] including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottees.

24.2. Failure on the part of the Parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

**25. SEVERABILITY:**

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made 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 [Apartments/Plots] in the Project.

**27. FURTHER ASSURANCES:**

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



**28. PLACE OF EXECUTION:**

The execution of this Agreement shall be completed only upon its execution by the Promoter through its authorized signatory at the 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 Additional District Sub-Registrar, **Belghoria**, North 24 Parganas. Hence this Agreement shall be deemed to have been executed at Kolkata.

**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 by Registered Post at their respective addresses specified below:

\_\_\_\_\_ Name of Allottee

\_\_\_\_\_ (Allottee Address)

\_\_\_\_\_ M/s\_Promoter name

\_\_\_\_\_ (Promoter Address)

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 at the above address shall be deemed to have been received by the promoter or the Allottee, as the case may be.

**30. JOINT ALLOTTEES:**

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

**31. SAVINGS:**

Any application letter, allotment Letter, agreement, or any other document signed by the allottee in respect of the apartment, plot or building, as the case may be, prior to the execution and registration of this Agreement for Sale for such apartment, plot 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 the 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.

### **OTHER TERMS AND CONDITIONS AS PER THE CONTRACTUAL UNDERSTANDING BETWEEN THE PARTIES**

1. Any extra work within the limits of sanction plan other than those specified herein, indicated or required to be carried out by the Purchasers in the said flat shall be intimated in details to the Developer by a letter within 30 (thirty) days from the date of signing of this agreement and the Developer if admit the same to be carried out, will do the same and the charges thereof shall be payable by the Purchasers to the Developer. If the Purchasers subsequently wants to alter or change the specification mentioned in the **SCHEDULE D** hereunder on that event the Purchasers shall pay the differences to the Developer.
2. That the Purchasers on purchasing the flat shall be entitled to sale, mortgage, lease, or otherwise alienate the said flat subject to the terms and conditions contained herein without the consent of the other co-owners of the said premises who may have acquired before and who may hereafter acquire any right, title or interest similar to the Purchasers. Be it clarified that under no circumstances the Developer shall be liable to handover possession and/or cause registration of the said flat to the Purchasers until all payment shall be made by the Purchasers in time and in the manner as mentioned hereinabove. The Sale of the flat shall be completed by **18 months** from the date of signing of this Agreement for Sale.
3. As long as the said Flat in the said building is not separately assessed for municipal taxes and other charges, the Purchasers shall pay proportionate share of water charges and municipal taxes and other statutory taxes as assessed on the whole building to the Developer

and Sin its formation to the Association. Once the flat is separately assessed the Purchasers shall be liable directly to the authority/ department concerned for such payment of rates and taxes. The Developer, upon formation of the Association would reserve the right to take any legal action against the Purchasers to realize the sum, if due on his account for the monthly cost of maintenance and the proportionate municipal taxes.

4. That the Purchasers shall bear the necessary required expenses towards the stamp duty, registration fees, miscellaneous expenses and Advocate fees. Registration of the same shall be done after receiving the entire consideration of the said flat together with charges for extra work (if any). The sale deed will contain all clauses as to right, liberties, restrictions and duties mentioned herein and all usual and other general clauses.
5. The Purchasers has prior to the execution of this Agreement taken inspection of the sanctioned Building plan, and all other relevant documents on title to the said property and have satisfied and have accepted the title of the Developer and the Owners in respect of the said property and/or the building and agreed not to question the same and/or put any requisition henceforth with regard thereto in respect of either parties interest.
6. The Purchasers shall have exclusively right in the flat and easement right of and over the common path of egress and ingress jointly with other Owners of the other portion of the building.
7. The Purchasers shall not for any reason whatsoever obstruct or withheld or in any way interfere with the construction of the said building or part thereof, notwithstanding any temporary inconvenience caused rather constructional work and also co-operate the Developer/Co-Owner in the management maintenance of the building and formation of the Association.
8. The Purchasers not to do anything whereby the Co-Purchaser/Purchasers of the other portion of the building will be obstructed or prevented from quiet and exclusive enjoyment of their respective possession.

9. The Purchasers not to throw any rubbish or store any article, combustible goods in the common portion of the building or in front of the building nor to carry on any obnoxious, noisy, offensive, illegal or immoral activities in the said flat and also not to use any such sign board which may affect through fare of air and light to the building.
10. That from the date of delivery of possession of the flat the Purchasers further do hereby covenant with the Developer as follows: -
  - (a) The Purchasers shall not for any reason whatsoever obstruct Developer's completion of further construction of any part of the building and/or proposed building or of the said premises notwithstanding any temporary inconvenience caused to the Purchasers in enjoyment of the flat and the common areas.
  - (b) The Purchasers shall allow the Developer/Association and its workmen to enter into the said flat for carrying out the works required for the common purpose on receipt of prior verbal notice in this regard.
  - c) The Purchasers shall pay the common expenses regularly and punctually within 7<sup>th</sup> of every current month or on demand made by the Developer/Association in respect of all outgoings including cost of maintenance and the rates and taxes for the land and the building and the flat until it is assessed separately. The Purchasers shall pay and meet all the charges for electricity and other utilities/ services Municipal rates or taxes relating to the flat wholly upon mutation. Beside the above the Purchasers shall pay the cost of maintenance of common service & facilities.
  - d) The Purchasers shall not demolish or cause to be demolished the flat or any part thereof, nor at any time make or cause to be made any addition or alteration of whatsoever nature in or to the flat or any part thereof or to the building nor any alteration in the elevation and outside color scheme of the building/flat and shall not change or in any other manner damage columns, beams, walls, slabs or R.C.C. or other structural foundation in the flat or any portion of the building causing danger to the building whereon the flat is situated. The Purchasers shall however be allowed to repair and change the doors, windows, and grills when the same comes old and broken and can also fix A.C. Machine personal service amenities etc. in the flat without disturbing the co-owners.

- (e) The Purchasers shall not throw dirt, rubbish or garbage or permit the same to be thrown from the said flat in the compound or any portion of the said building in which the flat is situated nor to cause any nuisance or annoyance to the co- Purchasers.
- (f) The Purchasers shall not be entitled to put and/or display any name writing drawings, signboard, placard of any kind over any windows in the interior of the said flat so as to be visible from outside the said flat or on the outer walls of the said flat or on any part of the said building without the consent of the Developer or the Association. The Purchasers shall be entitled to put nameplate on the outside of the main door.
- (g) The Purchasers shall not decorate or color paint the exterior of the said flat otherwise than in a manner agreed by the Association or owners of all units in the said building.
- (h) Any delay or indulgences or forbearance on the part of the Developer in enforcing the terms of this Agreement or giving time/grace or relaxation to the Purchasers by the Developer shall not be construed as waiver on the part of the Developer of any breach or non compliance of any of the terms and conditions herein stipulated nor shall the same in any manner prejudice the rights of the Developer in enforcing any of its rights or claim arising out of any such breach.
- i) That the ultimate roof user right will be always with the residential Flat owners and the Purchasers shall be allowed to check, repair and maintain the overhead water tank and to fix T.V. Antenna etc. on the ultimate roof.

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

**SIGNED AND DELIVERED** by  
the within named **LANDOWNERS**

Signature.....

Name.....

As constituted Attorney of -----

---, -----, -----

, -----, -----, -  
-----, ----- & --  
-----

Address.....

**SIGNED AND DELIVERED** by

the within named **PROMOTER**

Signature.....

Name.....

Address.....

**SIGNED AND DELIVERED** by

the within named **ALLOTTEE**

Signature.....

Name.....

Address.....

At ..... on .....in the presence of:

**WITNESS:**

1. Signature.....

Name.....

Address.....

2. Signature.....

Name.....

Address.....

**THE SCHEDULE A-I ABOVE REFERRED TO**

**ALL THAT** piece or parcel of land measuring an area of 3(three) Cottahs 1 (one) chittack be the same a little more or less together with **G+ Three Storied** building to be constructed known as "**ADITYA ENCLAVE**" appertaining to Mouza Basudebpur, Plot No. 54 & 54/1, C.S.DAG No. 113, 114, 115,116 & 117, under Khatian Nos. 6, J. L No.2 , Holding at 426, 425/1 Teachers' Co Operative Society, P.O. – Belghoria, District 24 Parganas North, Kolkata-700056 within the local limits of Kamarhati Municipality and the same is butted and bounded by:

**ON THE NORTH** : 18'-0" wide Municipal Road  
**BY ON THE SOUTH** : other land;  
**BY ON THE EAST** : 08'-0" wide Municipal Road;  
**BY ON THE WEST** : House of BANAMALI BISWAS & Others.

**THE SCHEDULE A-II ABOVE REFERRED TO**

**ALL THAT** piece or parcel of land measuring an area of 3(three) Cottahs 0 (zero) chittack 0(zero) square feet be the same a little more or less together with **G+ Three Storied** building to be constructed known as "**ADITYA ENCLAVE**" appertaining to Mouza Basudebpur, Plot No. 57, C.S.DAG No. 113, 114, 115, 116 & 117, under Khatian Nos. 6, J. L No.2 , Holding at 365, Teachers' Co Operative Society, P.O. – Belghoria, District 24 Parganas North, Kolkata-700056 within the local limits of Kamarhati Municipality and the same is butted and bounded by:

**ON THE NORTH BY** : House of Smt Chabi Ranichakraborty & others;  
**ON THE SOUTH BY** : Other land;  
**ON THE EAST BY** : 08'-0" wide Municipal Road;  
**ON THE WEST BY** : House of BANAMALI BISWAS & Others.

**THE SCHEDULE A-III ABOVE REFERRED TO  
(Amalgamated total property)**

**ALL THAT** piece or parcel of land measuring an area of **6(six) Cottahs 1 (one) chittack 0 (zero) square feet** be the same a little more or less together with **G+ Three Storied** building to be constructed known as "**ADITYA ENCLAVE**" appertaining to Mouza Basudebpur, Plot No. 57, C.S.DAG No. 113, under Khatian Nos. 6, J. L No.2 , Holding 365 Teachers' Co Operative Society, P.O. – Belghoria, District 24 Parganas North, Kolkata-700056 within the local limits of Kamarhati Municipality and the same is butted and bounded by:

**On the North** : 20'-0" wide Municipal Road  
**On the South** : Other Land  
**On the East** : 08'-0" wide Municipal Road  
**On the West** : H/o of BANAMALI BISWAS & Others

### THE SCHEDULE B ABOVE REFERRED TO

**ALL THAT** piece and parcel of a self-contained residential **Flat Being Flat No. ....**, measuring a carpet area of ..... **sq. ft.** be the same a little more or less ( .....sq.ft. covered area) & having .....sq.ft balcony on the ..... **Facing** on the ..... **Floor** comprising of ..... of the **G Plus Three storied** building being Premises Nos. 57, Holding No. 365, Teacher's Co-operative Society, under Kamarhati Municipality, Ward No. 24, P.S. Belghoria, District North 24 Parganas together with the undivided proportionate share, right, title, interest, possession of the said land underneath along with undivided proportionate share and right of all common facilities and common amenities belonging to the said building as well as belonging to the said Premises including all easement rights and all rights of ingress and egress, at the said schedule property of the said building Including roof right hereby agreed to sell and transfer by the Owners/Developer/ Confirming Parties to the Purchasers

### THE SCHEDULE C ABOVE REFERRED TO:

Total consideration of the said flat is **Rs. ..../- (Rupees .....)** only **including GST** shall be paid by the Purchasers.

1. Received as earnest money **Rs. ..../- (Rupees .....)** only by Cheque/ NEFT as part payment of the total consideration.
2. 30% of the total consideration value including earnest money shall be paid by the purchaser after completion of ground floor roof casting.
3. 10% of the total consideration value shall be paid by the purchaser after completion of first floor roof casting.
4. 10% of the total consideration value shall be paid by the purchaser after completion of second floor roof casting.
5. 10% of the total consideration value shall be paid by the purchaser after completion of third floor roof casting.
6. 10% of the total consideration value shall be paid by the purchaser after completion of brick work of the respective flat.
7. 10% at the time of inside plaster.
8. 10% at the time of outside plaster.
9. 5% at the time of flooring.
10. Balance amount shall be paid by the Purchaser to the Developer at or before execution/registration of Deed of Conveyance or handing over possession of the flat whichever is earlier



**THE SCHEDULE D ABOVE REFERRED TO:**

(Specifications, Amenities, Facilities which are the part of the Apartment)

- I.** All walls will be 200mm / 100mm/ 75mm thick/Block Brick Cement casting.
- II.** Internal walls will be wall putty finish with paint.
- III.** All Doors will be Flush Doors and main gate decorative Flush Door.
- IV.** Flooring of flats will be good quality Vitriify Tiles or Marbel with 4" skirting and cooking platform will be **Marble steel sink** with one tap point.
- V.** Toilet two numbers commode, cistern, two-tap points, one shower poin & one hot & cold tap line.
- VI.** All concealed line will be **UPVC** and outer lines will be **branded 'PVC'**.
- VII.** Toilets will be provided with branded fittings.
- VIII.** Sanitary fittings will be white branded fittings.
- IX.** All doorframe will be provided by Shawl wooded with commercial flush solid core door and bathroom will be provided PVC frame and PVC door.
- X.** Main Door will be provided with **Godrej Lock** fittings.

**THE SCHEDULE E ABOVE REFERRED TO:**

(Specifications, Amenities, Facilities which are the part of the Project)

- I.** Construction will be RCC Framed Structure with Steel & Cement.
- II.** All walls will be 200mm / 100mm/ 75mm thick/Block Brick Cement casting.
- III.** Internal walls will be wall putty finish with paint.
- IV.** All Doors will be Flush Doors and main gate decorative Flush Door.
- V.** All concealed line will be **UPVC** and outer lines will be **branded 'PVC'**.
- VI.** Electrical: - Concealed wiring with Finolex/Mescab Copper wire with modular **switch**.
- VII.** One submersible pump will be provided in the compound.
- VIII.** Adequate lighting will be provided in the Common areas.