

AGREEMENT FOR SALE

This Agreement for Sale ("Agreement") executed on this ___ (Date) day of _____(Month), 20____,

By and Between

SAINTHIA GPJ CONSTRUCTION', a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business and registered office at College Road, Sainthia, Ward No- 06, P.O/P.S- Sainthia, DIST- Birbhum, PIN-731234, West Bengal, (PAN-ADOFS1321B),(GSTIN - 19ADOFS1321B1ZB) represented by its authorized Partners namely, **1. SRI SANDIP AGARWALA**,(PAN- AGKPA1091R), S/o Late Gopal Prasad Agarwala.by faith - Hindu, Nationality - Indian, Occupation - Business, residing at MayurakshiSarani, Ward No - 05, Sainthia, Post Office - Sainthia, Police Station - Sainthia, District - Birbhum, Pin Code - 731234**. SMT BHAWNA AGARWALA**,(PAN - AJCPT1717G), W/o Sri Sandip Agarwala. by faith - Hindu, Nationality - Indian, Occupation - Housewife, residing at MayurakshiSarani, Ward No - 05, Sainthia, Post Office - Sainthia, Police Station - Sainthia, District - Birbhum, Pin Code - 731234, and **3. SAINTHIA GPJ CONSTRUCTION PVT. LTD.**(PAN NO.AAZCS2779J), a Company having its office at College Road, Sainthia, Ward No- 06, P.O/P.S- Sainthia, DIST- Birbhum, PIN-731234, West Bengal hereinafter referred to as the "**Promoter**" (which expression shall unless 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).

AND

Mr. / Ms. _____, (Aadhar 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 an assigns).

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

DEFINITIONS:-

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

- (a) "Act" means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016);
- (b) "appropriate Government" means the Central Government;
- (c) "Rules" means the Real Estate (Regulation and Development) (General) Rules, 2016 made under the Real Estate (Regulation and Development) Act, 2016;
- (d) "Regulations" means the Regulations made under the Real Estate (Regulation and Development) Act, 2016; (e) "section" means a section of the Act.

WHEREAS:

- A. **Sri Sandip Agarwal** become the owner of a piece and parcel of land measuring about 10 Decimal by virtue of an amicable partition through registered deed of gift being no. 1216 & 1169 in the year 2005 at A.D.S.R., Suri and **Smt. Bhawna Agarwal** become the owner of a piece and parcel of land measuring about 10 Decimal by virtue of a registered deed of gift being no. 417/2017 in the year 2017 at A.D.S.R., Suri. Thereon Sandip Agarwal and Bhawna Agarwal are the absolute and lawful owner of all that piece and parcel of the land 20 Decimal thereon measuring an area 8712 square feet be the same a little more or less lying and situated at Plot No. 37, College Road and comprised in- Mouza- Muradihi, , J.L No-97, Khatian No- 1668 & 2789, under Ward No-06 of the Sainthia Municipality, Police Station- Sainthia District- Birbhum, Sub-Registry Office at Suri. The Owner and the Promoter have entered into a joint development agreement dated 15.04.2017 Notarised and Identified at Suri through Notarial Magistrate Md. Naser Hossain.
- B. The Said Land is earmarked for the purpose of plotted development of a project comprising B+G+4 multi-storeyed apartment buildings and the said project shall be known as '**GP HEIGHTS**'.
- 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 Sainthia Municipality has granted the commencement certificate to develop the Project vide approval dated 13/11/2017 bearing registration no. **6289/SM/17**;
- E. The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the apartment, plot or building, as the case may

be, from Sainthia 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 Real Estate Regulatory Authority at _____ on _____ under registration no. _____;
- G. The Allottee had applied for an apartment in the Project vide application no. _____ dated _____ and has been allotted apartment no. _____ having carpet area of _____ square feet, type _____, on _____ floor in [tower/block/building] no. _____ (“Building”) along with garage/covered parking no. _____ admeasuring _____ 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 (n) of Section 2 of the Act (hereinafter referred to as the “Apartment” more particularly described in Schedule A and the floor plan of the apartment is annexed hereto and marked as Schedule B);
- H. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- I. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;
- J. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- K. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the 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. _____ (Rupees _____ only

Building no. _____ Apartment no. _____ Type _____ Floor _____	Rate of Apartment per square feet*
Total price (in rupees)	

[AND] [if/as applicable]

Garage/Covered parking - 1	Price for 1
Garage/Covered parking - 2	Price for 2
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 Value Added Tax, Service Tax, 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/plot 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 and mentioned herein before in Schedule 'C'. 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 11 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 because 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. 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. 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, 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 [Schedule C] through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of ' _____ ' payable at _____.

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 any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the 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 the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

- 4.** ADJUSTMENT/APPROPRIATION OF PAYMENTS: The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the allottee against the Apartment, if any, in his/her name and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.
- 5.** TIME IS ESSENCE: The Promoter shall abide by the time schedule for completing the project as disclosed at the time of registration of the project with the Authority and towards handing over the Apartment to the Allottee and the common areas to the association of allottees or the competent authority, as the case may be.
- 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 West Bengal Housing industry Regulatory Act 2017 and shall not have an option to make any variation /alteration / modification insuch 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/PLOT:

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 allottees or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to hand over possession of the Apartment along with ready and complete common areas with all specifications, amenities and facilities of the project in place on 11.11.2020, 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. 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 after the issuance of the completion certificate for the project. The promoter shall hand over the occupancy certificate of the apartment, as the case may be, to the allottee at the time of conveyance of the same.

7.3 Failure of Allottee to take Possession of Apartment - Upon receiving a written intimation from the Promoter as per para 7.2, the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Apartment to the allottee. In case the Allottee fails to take possession within the time provided in para 7.2, such Allottee shall continue to be liable to pay maintenance charges as specified in para 7.2.

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

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 fortyfive 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; 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;
- (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, 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 2 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 3 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. 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 until 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 until 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 GP HEIGHTS, 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. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

15.1 Subject to para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a 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 colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further, the Allottee shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall, including the outer and 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 previously mentioned 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(is) 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/Plot/Building] and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such [Apartment/Plot/Building].
- 19. APARTMENT OWNERSHIP ACT (OF THE RELEVANT STATE):** 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 West Bengal.
- 20. BINDING EFFECT:** Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned SubRegistrarat Suri 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/building, as the case may be.

22. RIGHT TO AMEND: This Agreement may only be amended through written consent of the Parties.

23. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE / SUBSEQUENT ALLOTTEES: It is clearly understood and so agreed by and between the Parties hereto that all the 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 complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in _____ after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar at Suri. Hence this Agreement shall be deemed to have been executed at _____.

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 Sainthia GPJ Construction having its registered office at College Road, Sainthia, Ward No- 06, P.O/P.S- Sainthia, DIST- Birbhum, PIN-731234,

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 through the adjudicating officer appointed under the Arbitration and Conciliation Act.1996.

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

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee: (including joint buyers)

(1) Signature _____

Name _____

Address _____

(2) Signature _____

Name _____

Address _____

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Promoter:

(1) Signature _____

Name _____

Address _____

At _____ on _____ in the presence of:

WITNESSES:

1. Signature _____

Name _____

Address _____

2. Signature _____

Name _____

Address _____

SCHEDULE 'A'

All that piece and parcel of land measuring an area about _____ sq.ft. be the same a little more or less comprised in under Mouza-Muradihi, J.L No: 97, L.R. Khaitan No: - 1668, 2789, L.R.Dag No: 37P.O/P.S-Sainthia, District: Birbhum, Pin-731234, West Bengal, India including all the easement right and other rights and all appurtenances within the local jurisdiction Siuri which is delineated in the plan annexed herewith in red border line and the same is butted and bounded as follows:-

ON THE NORTH: By LAND OF L.R DAG NO 37

ON THE EAST: By LAND OF L.R DAG NO 37

ON THE SOUTH: By 42 FEET WIDE ROAD

ON THE WEST: By LAND OF L.R DAG NO 37

SCHEDULE 'B'

All that self contained 1(One) Flat measuring about _____sq.ft bethe same a little more or less including the undivided impartible propotionate share or interest over the Land as described in the schedule "A" herein above, consisting of flat at the _____Floor, Flat No.- ____ and a two wheeler parking space in the basement including all the easement right and other rights, common facilities of the said Residential/Commercial Building and all appurtenances of the said schedule "A" property within the limits of Sainthia Municipality, within the local jurisdiction of Additional District Sub-Registrar of Suri.

SCHEDULE 'C' PAYMENT PLAN

Sl. No.	Percentage (%) of consideration	Particulars
1	Rs.1,00,000/- (Rupees One Lac)	On booking
2	15% (less booking amount)	On signing of agreement (within 30 days)
3	25%	On completion of ground floor casting
4	20%	On completion of 2 nd floor casting
5	20%	On completion of 4 th floor casting
6	10%	On commencement of flooring work
7	10%	On Possession

SCHEDULE 'D'
SPECIFICATIONS, AMENITIES, FACILITIES
(WHICH ARE PART OF THE APARTMENT/PLOT)

1. Driveway
2. Entrance lobby
3. Staircases and such other commons areas earmarked for Common use
4. Overhead Water Tank
5. Lift
6. Lift Machine Room
7. Adequate lighting in common area
8. DG Generator sets for common uses
9. Deep Tube well for water supply
11. Septic tank and drainage & sewage line.
12. Security room
13. CCTV facility at major portion of building
14. Evacuation
15. Fire Fighting Equipment
16. Drinking water from Municipality.

[The 'Schedules' to this Agreement for Sale shall be as agreed to between the Parties]

BY order of the Governor,

**Secretary to the Government of
West Bengal Housing Department**

DEED OF CONVEYANCE

This deed of Conveyance is made on ___Day of January,
Two Thousand Nineteen (2019).

Between

1. _____ (having PAN-_____), Son of - _____, by faith - _____, by nationality - Indian, by occupation-_____, residing at-_____, P.O+P.S - _____, Dist-_____, PIN-_____, hereinafter referred to as the **PURCHASER/ALLOTTEE** (which term or expression shall unless otherwise excluded by or repugnant to the subject or context be deemed to mean and include **his** respective heirs, executors, administrators, representatives and/or assigns)of the **ONEPART.**

AND

‘SAINTHIA GPJ CONSTRUCTION’(PAN-ADOF51321B), (GSTIN - 19ADOF51321B1ZB) a Partnership Firm incorporated under the provisions of the Indian Partnership Act, 1932, and having its registered Office at College Road, Sainthia, Ward No- 06, P.O/P.S- Sainthia, DIST- Birbhum, PIN-731234, West Bengal, represented by its Partners namely,
1. SRI SANDIP AGARWALA,(PAN- AGKPA1091R), S/o Late Gopal Prasad Agarwala. by faith - Hindu, Nationality - Indian, Occupation - Business, residing at MayurakshiSarani, Ward No - 05, Sainthia, Post Office - Sainthia, Police Station - Sainthia, District - Birbhum, Pin Code - 731234
2. SMT BHAWNA AGARWALA,(PAN - AJCPT1717G), W/o Sri Sandip Agarwala. by faith - Hindu, Nationality - Indian, Occupation - Housewife, residing at MayurakshiSarani, Ward No - 05, Sainthia, Post Office - Sainthia, Police Station - Sainthia, District - Birbhum, Pin Code - 731234, and **3. SAINTHIA GPJ CONSTRUCTION PVT. LTD.**(PAN NO.AAZCS2779J), a Company having its office at College Road, Sainthia, Ward No- 06, P.O/P.S- Sainthia, DIST- Birbhum, PIN-731234, West Bengal hereinafter referred to as the **DEVELOPER**(which term or expression shall excluded by or repugnant

to the subject or context be deemed to mean or include its heirs, executors, administrators, legal representatives and assigns) of the **OTHER PART**.

Definitions:

In this indenture the terms as used shall, unless it be contrary and/or repugnant to the context, shall have the following meaning:-

1. **'Building'** shall mean the building and/or buildings as has been and/or constructed from time to time on the premises and shall be named and styled as "GP HEIGHTS."
2. **'Promoter'** shall mean and include M/S Sainthia GPJ Construction partnership firm incorporated in accordance with the provision of The Indian Partnership act, 1932 having its registered Office at College more, Sainthia, P.o. + P.S. - Sainthia, Birbhum, Pin – 731234 represented by its three partners namely, i) Sri Sandip Agarwala, Son of Late Gopla Prasad Agarwala, ii) Smt. Bhawna Agarwala, Wife of Sri Sandip Agarwala, iii) Sainthia GPJ Construction Pvt. Ltd.
3. **'Co-owners'** shall according to its context mean the purchaser/s and all other persons who own or have agreed to own units in the said building including the Owner/Promoter for the units owned by them, if any.
4. **'Common Expenses'** shall mean and include all expenses to be incurred by the Co-owners for the maintenance management and upkeep of the building including the common portions and/or expenses of the co-owners for the common purpose.
5. **'Common Portions'** shall mean and include all common areas driveways, erections, constructions comprised in the building hereunder and expressed or intended for common use and enjoyment of the co-owners morefully and particularly mentioned under Third Schedule hereinunder appearing.
6. **'Common Purpose'** shall mean and include the purpose of managing and maintaining the building and in articulate the common portions, collections and disbursement of the common expenses and dealing with the matters of common interest of the obligation for the most beneficial use and enjoyment of their respective units exclusively and the premise in common.

7. **'Parking Spaces'** shall mean and include open/covered space reserved in the premises for parking of two and four wheeler motor vehicles.
8. **'Plans'** shall mean and include the plans, drawings and specifications of the said new building vide Sanctioned serial no. **6289/SM/17** dated 13/11/2017, sanctioned by the authority of Sainthia Municipality.
9. **'Purchaser/s'** shall include:-
 - a) In case the **purchaser is an individual**, the term expression "purchaser" shall mean and include his/her/their successors, executors, administrators, legal representative and/or assigns;
 - b) In case the **purchaser is a partnership firm**, the term or expression "Purchaser" shall mean and include the partners of such partnership firm and their respective heirs, executors, administrators, successors, legal representative and/or assigns.
 - c) In case the **purchaser is a Limited company and/or Private limited company** the term and/or expression "Purchaser" shall mean and include such company and its successors or successor-in-office or successors-in-interest and/or assigns.
 - d) In case the **purchaser is a trust**, the term or expression "Purchaser" shall mean and include the trustee or trustees for the time being of such trust and its successor or successors in office and/or assigns.
 - e) In case the **purchaser is a Karta** representing the Hindu Undivided Family, the expression or term "Purchaser" shall mean and include the Karta and, or member for the time being of such Hindu undivided Family(H.U.F) and their respective heirs, executors, successors, administrators, legal representative and/or assigns.
 - f) In case the **purchaser is a Co-operative Society**, the term or expression "Purchaser" shall mean and include the members of such co-operative society and their respective heirs, executors, legal representative and/or assigns.
10. **'The Solicitor'** shall mean Advocate Muddit Surana of Suri District and Session Judges Court in favour of Tax Point, having its office at Sainthia, Opposite Telephone office, P.O. + P.S. – Sainthia, who is in-charge of legal acts, deeds, and contracts, in between the purchaser/s and vendor herein.
11. **'Force Majeure'** shall mean and include flood, earthquake, riot, war, storm, tempest, civil commotion, strike and/or any other act or commission beyond the control of the parties hereto. The parties hereto shall not be considered to

be liable for any obligation hereunder to the extent that performance of the relative objections presented by the existence of the “Force Majeure” and shall be suspended from the obligation during the duration of the “Force majeure”.

Any failure or omission by either party to perform its obligation shall not be deemed to be a breach of the Agreement, if the same is caused by reasons or circumstances constituting Force Majeure which shall include but not be limited to acts of God, acts of any Government or any agency thereof, fire, or, riots, civil commotion, strikes, lock-outs, embargoed, disasters or any other cause and/or causes beyond the control of the party affected.

12. **‘Vendor’** shall include its successors of interest and/or assigns.

Background/Title of the property on which the proposed multistoried building is erecting and/or Constructing

1. Whereas one Late Gopal Prasad Agarwala, son of late Keshri Chand Agarwala was the previous owner and possession holder of a piece and parcel of land measuring about 211 Decimal, located at Mouza-Muradihi, Dag/Plot No. 37, J.L. 97, P.S. – Sainthia, District – Birbhum.
2. That after the Death of Late Sri. Gopal Prasad Agarwala his property divided between his legal heirs by virtue of a amicable deed of partition. And Sri Sandip Agarwala through a registered deed of gift being no. – 1216 & 1169 in the year 2005 at Siuri A.D.S.R. got an area measuring about 66 Decimal located at Mouza-Muradihi, Dag/Plot No. 37, J.L. 97, P.S. – Sainthia, District – Birbhum. And mutated his name under B.L.L.R.O office at sainthia.
3. That in the year 2017 Sri Sandip Agarwala by virtue of a registered deed of gift being no. 417/2017 registered at A.D.S.R, Suri gifted 10 Decimal of land out of his 66 Decimal of land located at Mouza-Muradihi, Dag/Plot No. 37, J.L. 97, P.S. – Sainthia, District – Birbhum in favour of his wife Smt. Bhawna Agarwala, D/O- Manoj Tibrewala. And thereafter Bhawna Agarwala mutated her name under B.L.L.R.O office at sainthia.
4. That now Sandip Agarwala and his wife Bhawna Agarwala, being the true and lawful “LANDOWNERS” and have possess the below mentioned schedule property openly, peaceably and uninterruptedly by paying land revenue to the Government.

5. That Sri Sandip Agarwala and Smt. Bhawna Agarwala herein referred as the Land Owners entered into a Joint Development Agreement dated on 15/04/2017 with a Promoter namely, Sainthia GPJ Construction to construct a B+G+4 multi storied building which named as 'GP Heights' on 20 Decimals of land located at Mouza-Muradihi, Dag/Plot No. 37, J.L. 97, P.S. – Sainthia, District – Birbhum.
6. That according to JDA **Owner's allocation** means approx 30% of total constructed area of the proposed B+G+4 multi storied building i.e. entire 1st floor measuring about 5969 sq.ft. 4(Four) Four wheeler parking space in the basement measuring about 560 sq. ft. (140 sq. ft. each * 4) and 2(Two) 2BHK Flats namely '3E' & '3F' in the third floor measuring about 960 and 902 respectively. Apart from the owner allocation as mentioned above, the owners, shall have no right, title and interest in any other portions of the building to be constructed at premises except the enjoyment of common portion and particularly mentioned in the owner's allocation. The portion mention in this schedule partly by way of area and partly by way of pecuniary value covered 30% of the B+G+4 proposed multistoried building. Owners are fully entitled to mutually exchange their shares between them or transfer the whole in any one owner's name herein above mentioned. And **DEVELOPER'S ALLOCATIONS** shall mean 70% area of the total constructed area of the proposed multi-storied building comprised total Ground Floor, 2nd floor, 4th Floor and remaining portion of 3rd Floor and Basement left after deducting land owners portion including common facilities as absolutely belong to the **DEVELOPER** after providing the owner allocation as aforesaid and together with the absolute right on the part of the **DEVELOPER** and or prospective buyers and intending transferors, transferees, lease and or any way deal with the same but with out in any way affecting the right and interest of the **OWNER**.
7. The said M/S Sainthia GPJ Construction, after duly entered into a joint development agreement in regard with the below mentioned schedule land lands, commercially exploiting the same with an intention to construct a

multistoried building namely “GP Heights” on the said plot of lands upon obtaining a bonafide building plan to be submitted to the competent authority of Sainthia municipality and according a building plan was designed for a basement and B+G+4 i.e., five storey building having provisions for Parking spaces for both four wheeler and two wheeler on basement, commercial spaces on ground floor, and residential units/apartments on the upper floors i.e., from first to 4th floor and the said plan was duly sanctioned by the chairman, Sainthia Municipality vide serial no. **6289/SM/17** dated **13/11/2017** and as per provisions of the said sanctioned plan construction of the proposed multistoried building is already started at the costs and expenses of the said M/S Sainthia GPJ Construction.

8. That the said M/S Sainthia GPJ Construction already started construction of the said basement plus ground plus four i.e., five storey building in accordance with the said sanctioned building plan, and will make it inhabitable in all respect with all the provisions for water, electricity, and drainage at its own costs and expenses.
9. The vendor is desirous to sell and the purchaser/s herein is/are desirous to purchase all that Flat/Apartment/Shop/Parking Space No. ____ on _____ Floor, of the Said building namely “GP Heights” according to the plan lying and situate at and being Municipal Holding No. 598 admeasuring an area of ____ (_____) Sq. Ft. Super Built Up area, be the same a little more or less for a consideration value of Rs- _____/- (_____) only for Flat/Apartment/Commercial Shop/Parking Space i.e. @ Rs- _____/- (_____) only per sq. ft., free from all encumbrances whatsoever under the following terms and conditions hereinafter appearing under the following terms and conditions.

Now this indenture witness as follows :-

1. The present Building Plans may have to be altered and/or modified time to time in the event of any addition of development on adjoining land or addition of further floors in the building and all the Purchasers will be deemed to have consented to the same.
2. “GP Heights” is comprised of a single residential cum commercial building containing different types and sizes of Residential Flats, Commercial Shops, Covered Car and Two-Wheeler parking, meant for independent use, as well as a Common area and support infrastructure like water reservoirs, drainage &

sanitary networking, electrical installations and internal passages etc. The construction of the same sanctioned by Sainthia Municipality vide Municipal Sanctioned Plan serial no. 6289/SM/17 dated 13/11/2017.

3. All the documentation of Deed of Conveyance for sale relating to the Residential building/Commercial Shops Parking areas in “GP Heights” shall be in the form as prepared by the advocates of the Firm viz. TAX POINT or such other persons and/or such other advocates as will be appointed by the Firm. The documents prepared by the Advocates shall be final and binding upon all the Purchaser/s and /or Vendor and they agree and undertake not to object thereto. They may, at their own costs, seek clarifications and also make suggestions, which may or may not be entertained by the Firm or the Advocates at their discretion.
4. At the time of resale of or renting of the said property, Purchaser/s and the current Vendor will be liable to complete all the documentation of either Deed of Conveyance for sale or Rent or Leave and License Agreement relating to the Residential building/Commercial Shops/Parking areas in “GP Heights” shall be in the form as prepared by the advocates of the said Firm viz. TAX POINT only.
5. The Purchaser before taking over possession of the Flat/Apartment/Shop/Parking Space agreed to be purchased by him/her/them/its shall fully inspect the same and point out the defects, if any, to the Owners/Vendors. The Owners/Vendors shall rectify all such defects before handing over the possession. The Owners/Vendors shall be responsible or liable to rectify any patent defects at its own costs and efforts for a period of 3 (three) year from the date of obtaining Completion Certificate from the concerned authority.

The Owner/Vendor doth hereby Covenant with the Purchaser/s as follows

1. The interest which the Owner/Vendor doth hereby profess to transfer, subsists and that they have good right, full power, absolute authority and indefeasible respective right, title and interest to grant, convey, transfer, sale, assign and assure and convey the said Flat/Apartment/Shop/Parking Space being no. _____ on the _____ Floor /Basement of the multistoried building named “GP Heights” measuring _____ sq. ft. Super Built Up area, be the same a little more or less of super built up area together with impartible and undivided proportionate of share in the land underneath attributable to the area of the said flat comprised in the said premises as more fully described in Second Schedule hereunder written, granted, conveyed, sold, transferred, assigned and assured unto the purchaser/s in the manner aforesaid.

2. The Owner/Vendor has not concealed or suppressed any material defects in their title to the property/premises.
3. The purchaser/s shall have proportionate share in common areas as described in the Schedule hereunder written.
4. The Owner/Vendor shall all times hereafter upon reasonable request and cost of the Purchaser do or execute or cause to be done and executed all the lawful acts, deeds, matters, and things whatsoever for further and more perfectly assuring the said Flat/ Apartment/ Shop/ parking Space unto the use of purchaser/s herein.

Purchaser/s Obligations and Covenants:-

1. Not to claim any right whatsoever or howsoever in respect of other Flats /Apartments /Shops /Parking Spaces in the said premises of the building excepting the said unit.
2. Not to claim any exclusive right over the said premises or other part of the said building or the terrace, roof, parapet walls, open spaces and other covered spaces not granted to the purchaser or the external periphery of the said building which will remain common with other co-purchasers.
3. The use of the said unit only for Residential/Commercial/Parking purpose only.
4. Not to store or allow to be stored any articles, things, materials, and goods, in the landing lobbies and other common parts of the building.
5. Not to cause or make obstruction or interference with the free ingress and egress from the said building or the said premises.
6. The purchaser shall regularly and punctually make payment proportionate amount towards maintenance charges of common areas and other outgoing as mentioned in the schedule hereunder written to the Owner/Vendor until the formation of Flat Owners' Association by the Purchaser/s or co-owner/s and after its formation, the said newly formed association shall manage and maintain the said building and premises.

7. The purchaser along with other purchasers who have taken, purchased or acquired other units of the said building shall form among themselves into an association of the Owners of the various portions of the said building. The memorandum constitution, articles, rules, and regulations and/or bye-laws as the case may be and other documents of the relating to the formation of such Association of the Purchaser relating to the Registration and organization thereof shall be done by a competent authority.
8. The purchaser shall pay the proportionate share towards proportionate legal and other costs charges and expenses for and relating to the formation, Registration and organization of the said Association of Purchasers of flats in the said building.
9. The purchaser after being the absolute owner shall have the rights to sell, transfer, let-out, mortgage, the said flat lawfully to the third party or to do modification, or alteration of the said flat without the interference from the Owner/Vendor or any other occupants of the building and do all such acts in consequence with the provision of the Deed of Conveyance as setout herein before by taking into consideration the following:-
 - i) Not to obstruct the Owner/Vendor or the society or Association in its Acts relating to Common purpose.
 - ii) Not to violate any of the rules and regulations laid down in respect of the user of the building.
 - iii) Not to insure, harm, or damage the common parts or common portion or any other units in the said building, by making any alteration or withdrawing any support or the structure or otherwise.

The Purchaser Shall not do the following:-

1. Alter any portion elevation or color scheme of the said building.
2. Throw or accumulate or cause to be thrown or accumulated dirt rubbish or refuges within the said unit or in common parts of the common portions save at the place as directed thereof.

3. Carry on or cause to be carried on any obnoxious, injurious, noisy, dangerous, hazardous, illegal, or immoral activities in the said unit and also anywhere in the building.
4. Do or permit anything to be done which is likely to cause nuisance or inconveniences to the occupants of the other units in the said building.
5. Keep or store any offensive combustible, obnoxious, hazardous, or dangerous articles in the said unit or the common part or the common portions.
6. Keep, allow to keep lunatic or person suffering from any violent, dangerous, obnoxious, or infectious disease/s in the said unit.

The First Schedule Above Referred To:

(Land with entire structure)

Description of the said Land Premises : ALL THAT pieces and parcels of land measuring about 20 Decimal be the same a little more or less lying and situated at being L R Plot no. 37, College More , Ward no. 06, vide Municipal Holding No. 598, J L No. 97, L R Khatian no. 1668 & 2789, P S - Sainthia, District - Birbhum, within the Jurisdiction of _____, Suri, along with a five storey's multistoried building erected thereon named and styled as "GP Heights" as per Sanctioned plan being sanctioned plan no. 6289/SM/17 dated 13/11/2017 butted and bounded as follows :-

ON THE NORTH:	LAND OF L.R DAG NO 37
ON THE EAST:	LAND OF L.R DAG NO 37
ON THE SOUTH:	42 FEET WIDE ROAD
ON THE WEST:	LAND OF L.R DAG NO 37

The Second Schedule Above Referred To:

Description of the Flat/ Apartment/ Commercial Shop/ Parking Space being sold Property: All that One(One) Flat/ Apartment/ Commercial Shop/ Parking Space being Flat/ Apartment/ Commercial Shop/ Parking Space No ._____, on _____ Floor, measuring a Super Built Up Area of _____ (_____)Sq. Ft., on _____ Floor, Consisting of ___ Bed rooms, ___ Toilet, ___ Kitchen, ___ Living/Dining Room, ___ Balcony, ___ Utility Room, ___ Store Room, ___ Puja Room together with the undivided proportionate and impartiable share or interest in the land and common areas and facilities connected herewith as mentioned under Third Schedule, situated at “GP Heights”, College More, Ward no. 06, P S - Sainthia, Pin – 731234, morefully mentioned in the First Schedule is shown in the annexed floor plan, verged in border ___ and the said floor plan shall be treated as part and parcel of these presents, butted and bounded as follows :-

- On The North By** :
- On The East By** :
- On The South By** :
- On The West By** :

The Third Schedule Above Referred To :-

Common facilities and Amenities :

1. The Open space for premises other than the space for parking as demarcated.
2. The foundation, beams, supports, main walls, passage. Etc.
3. Boundary walls and main entrance on the ground floor for the flat owners.
4. Electrical Installation.
5. Top roof for lifting antenna and/or aerial.
6. 1 (one) Lift and 2 (Two) Elevation, but the said lift shall not be used for lifting heavy materials. etc.
7. Lift Machine Room

8. Adequate Lighting in Common Area.
9. The septic tank water reservoir.
- 10.Overhead Water Tank.
- 11.Pump room.
- 12.Water and sewerage evacuation pipes and sewerage common to the building.
- 13.Drains and sewerage from the building to the Municipal main drain.
14. Driveway
- 15.DG Generator sets for common uses
- 16.Entrance lobby
- 17.Security room
18. CCTV facility at major portion of building
19. Evacuation
20. Fire Fighting Equipment
21. Drinking water from Municipality.

The Fourth Schedule Referred As :-

Conditions obligations nad/or restrictions recognized/admitted by and/or to be observed and performed by the Purchaser/s :-

1. All charges for consumption of electricity for the common areas and facilities shall be borne and paid by all the flat owners proportionately, on the basis of their holding on Super Built Up basis.
2. The costs of maintenance repairs replacement and/or installation, as the case may be, in respect of common properties mentioned in the Third

Schedule herein before written shall be formed and paid by all owners proportionately.

3. The Purchaser/s shall at his/her/their/its own costs get his/her/their/its name/s mutated in respect of the flat/ apartment/ commercial shop/ parking space in Sainthia Municipality, and the owner/vendor herein will give its consent for such mutation and will sign necessary papers accordingly.
4. If any additional erection such as tube-wells, water pumps, etc. be required to be installed in the said building/s thereto will be done with mutual consent of all the Flat owners thereof and all the expenses in connection therewith will be borne and paid by the flat owners proportionately.
5. That neither of the parties hereto shall act in any manner so as to cause nuisance or annoyance to the Flat Owners of the said building.
6. That the Purchaser/s will at his/her/their/its own costs take in his/her/their/its name/s separate meter or sub-meter for supply of electricity for the said flat/ apartment/ commercial shop.
7. That the Purchaser/s will not to demolish or damage of cause or permit to be demolished or damaged the construction or any part thereof nor make any alteration in the main structure like beams, walls etc. under whatsoever situation.

The Fifth Schedule Above Referred To :-

Specification of Construction :-

1. **Structure :**

2. **Flooring :**

3. **Doors :**

4. **Windows :**

5. **Kitchen :**

6. **Walls :**

7. **Lobby and Staircase :**

8. **Water Supply :**

9. **Electricals :**

10. **Toilet :**

11. **Lift :**

1 (one) Lift of _____ make are installed for lifting the persons from basement to top floors and vice versa.

The Sixth Schedule Above referred To :

Covenants regarding management and maintenance of the common portions and the common expenses :

1. Title and Construction :

1.1. The Purchaser/s has/have examined the copy of the plans the title of the Owner/Vendor to the premises and the building agreement and the common portions and the facilities fittings and fixtures as have been provided in the building including the said unit and have duly satisfied themselves with regard thereto and the nature scope and extent of the benefits, rights and interest provided to the Purchaser/s.

2. Transfer and Dismemberment :

2.1. The properties and the rights hereby conveyed to the Purchaser/s for each unit shall be one and shall not be partitioned or dismembered in any manner save with the consent of the Owner/Vendor.

2.2. The Purchaser/s shall be entitled to let out or part with possession of the said unit only after giving information in writing to the Flat Owners' Association or to the Owner/Vendor till formation of Flat Owners' Association disclosing the full particular of occupant and rent and all other charges and benefits receivable by the Purchaser/s to the extent necessary for assessment of the liability for Municipality and other rates, taxes and impositions it being clarified that in case of sale only three days prior information will be necessary of its intention to transfer along with the name of the Transferee and the Purchaser/s will not be required to disclose the consideration and other terms of transfer.

2.3. Notwithstanding the aforesaid no transfer shall be effected to any sort whatsoever by the Purchaser/s until such time Purchaser/s and discharge his/her/their/its debts and liabilities to the Flat Owners' Association or to the Owner/Vendor , till formation of Flat Owners' Association.

3. Mutation, taxes and impositions :

3.1. The Purchaser/s shall apply for and have the said unit separately assessed for the purpose of assessment of Municipal rates and taxes if and in so far as the same as allowable in law and shall also apply for and

obtain mutation in his/her/their/its as Purchaser/s and /or Co-Owner in the relevant Municipal and other records.

4. Upon the mutation of the said unit for the purpose of liability of Municipal rates terms and impositions the Purchaser/s shall pay wholly such tax of or impositions in respect of the said unit.
 - 4.1. Besides the amount of such Municipal taxes, rates and impositions the Purchaser/s shall bear and pay all other taxes and impositions including multistoried building tax if any in respect of the building proportionately and/or the said unit wholly.
 - 4.2. Management and maintenance of the common portions.
 - 4.3. Upon the Purchaser/s fulfilling his/her/their/its obligation and covenant hereunder the Owner/Vendor shall manage, maintain and control the common parts and do all acts deeds and things as be necessary or expedient for the common purpose and the Purchaser/s shall Co-operate the owner/Vendor thereof and shall pay the Owner/Vendor a sum as presently payable per month of the area of the said unit towards the common expenses subject to actual costs, till formation of Flat Owners' Association.
5. The Owner/Vendor till formation of Flat Owners' Association may frame such rules, regulations and bye laws from time to time for the common purposes and for quiet and peaceful enjoyment of the commercial cum residential building as the Owner/Vendor may consider reasonable but not inconsistent with the provisions contained herein and the Purchaser/s shall observe and abide by the same and shall not do anything whereby the same may be violated.
 - 5.1. Owner/Vendor.
 - 5.2. The Owner/Vendor shall deal with the common purposes and the co-owners shall be made and shall become members thereof and the co-owners shall have equal proportionate voting power as decided by the company.
6. The Purchaser/s shall not do the following :
 - 6.1. Use the said flat/ apartment/ commercial shop/ parking space for no other purpose other than for which it is purchased with the prior permission in writing by the Owner/Vendor.

- 6.2. Violate any of the rules and regulations as laid down herein or that may separately be framed in respect of the user of the building.
 - 6.3. Injure harm or damage the common portions or any other units in the building by making any alterations or withdrawing any support or otherwise.
 - 6.4. Throw or accumulate or cause to be thrown or accumulated any dirt, rubbish or other refuse within the said flat/ apartment/ commercial shop or in the common portions save at the places specifically indicated there for.
 - 6.5. Carry or Caused to be carried on any obnoxious, injurious, noisy, dangerous, hazardous, illegal, or immoral activity in the said flat/ apartment/ commercial shop or anywhere also in the building as well as in the said premises.
 - 6.6. Do or permit anything to be done which is likely to cause nuisance or annoyance to the occupants of other flat/ apartment/ commercial shop in the building.
 - 6.7. Alter or draw any wires, cables, pipes etc. from and to or through any of the common parts or other units save in the manner as expressly mentioned herein or permitted by the Owner/Vendor or the company in writing.
 - 6.8. Damage or demolish or cause to be damaged or demolished the said flat/ apartment/ commercial shop or any part thereof at anytime or the fittings and fixtures affixed thereto.
7. Other than the Ground Floor all the upper Floors will be meant strictly for residential purpose only, and deviation will need Owner/Vendor's written consent as well as permission from the competent authority of Sainthia Municipality.

In witness whereof the parties hereunto set and subscribed their respective hands and seals the day, month and year first above written.

Signed Sealed and Delivered

by the above named Owner/Vendor
at Suri, in the presence of :

1.

2.

Signature of the Owner/Vendor's

This Deed Of Conveyance is Drafted,
typed and prepared at our Office by:

Signature Of the Purchaser/s

(Advocate)

For Tax Point

Opposite Telephone office

Ground Floor, Sainthia

P S – Sainthia, District – Birbhum

Pin – 731234

M No: +91-8759403888

: +91-9088363550

Received on from the within named Purchaser/s by the within named Owner/Vendor the Within Sum of Rs- _____/- (_____) Only, as and by way of consideration money in full and final for sale of all that flat/apartment/ commercial shop/ parking space , being flat/apartment/ commercial shop/ parking space no. ____ on ____Floor, lying and situated at and being Municipal Holding No. 598, College More, Under Ward No.6, Sainthia, Birbhum, Pin -731234, as per memorandum of Consideration below :-

Memo Of Consideration

Sl No.	Date	Demand Draft/Cheque No.	Bank	Branch	Amount (Rs)

TOTAL					

() only.

Witnesses :

- 1.
- 2.

Signature of Owner/Vendor