

ANNEXURE-A

[See rule 9]

Agreement for Sale

This Agreement for Sale (Agreement) executed on this (Date) day of (Month), 20.....,

By and Between

SRI SANJAY BOSE s/o Late Chittaranjan Bose (PAN No. AFUPB7363J Adhar No. 2695-4544-3369), AND SRI SANJIB BOSE alias SANJIB BASU son of Late Chittaranjan Bose (PAN No. AJDPB3184E, Adhar No. 4208-9250-1743), all resident of Village Latibpur, P.O. Uluberia, R.S., P.S. Uluberia, Dist. Howrah, PIN- 711316, all Indian National, all by faith Hindu, all by occupation Business, hereinafter called the "LAND OWNERS/VENDORS" (which term of expression shall unless excluded by or repugnant to the context be deemed to mean and include their legal heirs, executors, administrators, successors in interest and/or assigns) of the FIRST PARTIES.

FIRST PARTIES herein being represented by their constituted Attorney/Promoter SARMITA ENTERPRISE (GSTIN- 19ADMPC4109P1Z7) a proprietorship concern/firm being represented by its sole proprietor SRI SUMANTA CHANDRA son of Rabindranath Chandra, (PAN- ADMPC4109P, Adhar No. 8136-6391-2746), Indian National, by faith Hindu, by occupation Business, resident of Village & P.O. Latibpur, P.S. Uluberia, Dist. Howrah, PIN- 711316 by virtue of Registered Development Power of Attorney dated 27th September, 2020, registered before D.S.R.-II Howrah, in Book No. I, Volume No. 0513-2020, pages from 122507 to 122536, being No. 0513-03718 for the year 2020 ;

AND

SRI _____ son/wife of _____, Nationality Indian, by Religion Hindu , by occupation _____ , and residing at _____ , hereinafter called and referred to collectively as the "ALLOTTEE/ALLOTTEE" (which term or expression shall unless excluded by inconsistent with or repugnant to the subject or context be deemed to mean and include her legal heirs, executors, successors, administrators, legal representatives and assigns) being the party of the SECOND PART.

AND

SARMITA ENTERPRISE (GSTIN- 19ADMPC4109P1Z7) a proprietorship concern/firm being represented by its sole proprietor SRI SUMANTA CHANDRA son of Late Rabindranath Chandra, (PAN- ADMPC4109P, Adhar No. 8136-6391-2746), Indian National, by faith Hindu, by occupation Business, resident of Village & P.O. Latibpur, P.S. Uluberia, Dist. Howrah, PIN- 711316, hereinafter called and referred to collectively as the "BUILDER/PROMOTER" (which term or expression shall unless excluded by inconsistent with or repugnant to the subject or context be deemed to mean and include his legal heirs, executors, administrators, legal representatives and assigns) being the party of the OTHER PART.

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.

WHEREAS :

- A)** ALL THAT piece and parcel of Bastu Land measuring about 53 Decimals comprised in R.S. Dag No. 13 corresponding to L.R. Dag No. 24 and Bastu land measuring about 19 Decimals comprised in R.S. Dag No. 173 corresponding to L.R. Dag No. 206 and Garden land measuring about 03.33 Decimals comprised in R.S. Dag No. 172 corresponding to L.R. Dag No. 205, within MOUZA ULUBERIA, J.L. No. 109, under Police Station Uluberia, District Howrah (hereinafter collectively "said property") with other properties originally belonged to LILABATI BOSE w/o Late Sarat Chandra Bose, she acquired right title, interest, possession and occupancy to the said property from her brothers/erstwhile owners/Donors Sri Probodh Chandra Sarkar & Sri Prakash Chandra Sarkar both sons of Late Bhootnath Sarkar by virtue of Registered Deed of Gift registered before Addl. Dist. Sub Register, Uluberia, Howrah vide Deed No. 4288 for the year 1928, said LILABATI BOSE had accepted the said gifted properties and used to possess the same as per demarcation and boundary as mentioned in the said Deed of Gift, as the said Deed of Gift was executed prior to initiation of Cadastral Survey & Mapping of the State of West Bengal;
- B)** LILABATI BOSE died intestate in the year 1937, and after demise of said Lilabati Bose her acquired above gifted properties was recorded in the name of her husband SARAT CHANDRA BOSE (since deceased) in the C.S. Record of Right after Cadastral Survey & Mapping of Mouza Uluberia, District Howrah in the State of West Bengal;

- C)** While said SARAT CHANDRA BOSE was in absolute possession and occupation of the said properties, he died intestate in the year 1943 leaving behind his legal sole legal heir and successor only son CHITTARANJAN BOSE prior to commencement of Hindu Succession Act 1956, accordingly his said son had exclusively acquired and entitled to sole and absolute right, title, interest, possession over the said property/ies as an intestate succession;
- D)** Said LATE LILABATI BOSE and LATE SARAT CHANDRA BOSE also had a married daughter namely SMT. AMIYA BOSE (CHOWDHURY) (since deceased) and as her said parents died before commencement of Hindu Succession Act 1956, said SMT. AMIYA BOSE (CHOWDHURY) being married daughter legally had exempted to inherit & succeed any estates, properties of her parental properties in terms of the then Hindu Law of Succession;
- E)** After Revisional Survey & Settlement operation and subsequent thereto L.R. survey settlement operation of the State of West Bengal, the above mentioned inherited properties had solely acquired by the said CHITTARANJAN BOSE (son of LATE LILABATI BOSE and LATE SARAT CHANDRA BOSE) by virtue of intestate succession, & his name was recorded/published in the R.S. as well as L.R. record-of-right as Bastu Land measuring about 53 Decimals comprised in R.S. Dag No. 13 corresponding to L.R. Dag No. 24 and Bastu land measuring about 19 Decimals comprised in R.S. Dag No. 173 corresponding to L.R. Dag No. 206 and Garden land measuring about 03.33 Decimals comprised in R.S. Dag No. 172 corresponding to L.R. Dag No. 205, within MOUZA ULUBERIA, J.L. No. 109, under Police Station Uluberia, District Howrah;
- F)** Thus being the sole owner thereof, CHITTARANJAN BOSE s/o Late Sarat Chandra Bose got his name mutated in the Revenue Record of B.L. & L.R.O. pertaining to his share in R.S. Dag No. 13 corresponding to L.R. Dag No. 24, R.S. Dag No. 173 corresponding to L.R. Dag No. 206, and comprised in R.S. Dag No. 172 corresponding to L.R. Dag No. 205, within MOUZA ULUBERIA, J.L. No. 109, under Police Station Uluberia, District Howrah Under R.S. Khatian No. 343 and subsequently L.R. Khatian No. 690;
- G)** While was in possession thereof, said CHITTARANJAN BOSE as Guarantor created Equitable Mortgage over the said Property (53 Decimals comprised in R.S. Dag No. 13 corresponding to L.R. Dag No. 24) as collateral Security of Cash Credit facilities availed by the BORROWER SMT. SUCHETANA BOSE as sole proprietress of her proprietor Business ULUBERIA TOBACO CENTRE, with the Secured Creditor (Bank) STATE BANK OF INDIA by deposit of above Original Registered Deed of Gift Registered before A.D.S.R. Uluberia, vide Deed No. 4288 for the year 1928;

- H)** The said Borrower ULUBERIA TOBACO CENTRE had failed to regularize the said Cash Credit Account as per norms and also could not able to liquidate the outstanding dues of the Bank as such said Loan Account of ULUBERIA TOBACO CENTRE classified as Non-Performing Assets, and the STATE BANK OF INDIA being secured Creditor initiated action under the provision of Securitization And Reconstruction of Financial Assets and Enforcement of Security Interest Act 2002 in respect of the said Mortgaged property by issuance of Demand Notice as per Section 13(2) of Securitization And Reconstruction of Financial Assets and Enforcement of Security Interest Act 2002 (hereinafter referred to as SARFAESI Act) dated 19.05.2011;
- I)** In spite of said Notice issued by the Secured Creditor, said Borrower as well as Guarantor failed to liquidate the dues to the Bank/Secured Creditor within the statutory period prescribed under the said SARFAESI Act 2002;
- J)** The Transferor/Secured Creditor Bank through its authorized officer appointed under SARFAESI Act 2002 had taken possession of the Schedule Property on 11.08.2012 as per Section 13(4) of Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act 2002.
- K)** A compromise settlement submitted by the said Borrower as well as Mortgagor/Guarantor to the Secured Creditor with regard to the total dues of the Bank, which was finally was approved by the Secured Creditor Bank by an approval of Settlement proposal vide Memo No. SAMB/BR/3249 dated 02/03/2013, wherein the Secured Creditor Bank agreed to part discharge of demarcated 16.53 decimals out of the total Mortgaged property comprised in R.S. Dag No. 13 corresponding to L.R. Dag No. 24 appertaining to Khatian No. 690 within MOUZA ULUBERIA, J.L. No. 109, under Police Station Uluberia, District Howrah against Rs. 39, 50, 000/- being Part of the total outstanding dues against the said N.P.A. Account.
- L)** On strength of the said settlement proposal being Memo No. SAMB/BR/3249 dated 02/03/2013, said SHRI CHITTARANJAN BOSE son of Late Sarat Chandra Bose sole, conveyed and transferred (according to Section 54 of Transfer of Property Act 1882) demarcated Bastu Land 16.53 Decimals/10 Cottahs comprised in R.S. Dag No. 13 corresponding to L.R. Dag No. 24 appertaining to Khatian No. 690 within MOUZA ULUBERIA, J.L. No. 109, under Police Station Uluberia, District Howrah in favour of MADHUMITA GHOSH nee CHANDRA and SMT. NANDINI CHAKRABORTY by virtue of Two registered title deeds, and the said settled amount of Rs. 39,50,000/- paid by the aforesaid two Allottees to the said loan account of the ULUBERIA TOBACO CENTRE lying with secured creditor Bank, being consideration of the said 16.53 Decimals/10 Cottahs land sold by the said SHRI CHITTARANJAN BOSE, and whereas the Developer herein has constructed on the above land (16.53 Decimals/10 Cottahs) two G+4 towers (Block- A & B being part of Sukhoner Water Garden Complex) by joint venture with the said owners ;

- M)** After the above said sell, the residue land measuring about 37 decimals comprised in R.S. Dag No. 13 corresponding to L.R. Dag No. 24, including land of L.R. Dag Nos. 205, 206, appertaining to Khatian No. 690, within MOUZA ULUBERIA, J.L. No. 109, under Police Station Uluberia, District Howrah still remains as charge (collateral) property with the said secured creditor/Bank.
- N)** Said CHITTARANJAN BOSE died intestate on 04/11/2016, (Chameli Bose wife of Chittaranjan Bose predeceased him, who died on 29.03.2007) and at the time of his death Chittaranjan Bose left his two sons SRI SANJIB BOSE @ SANJIB BASU and SRI SANJAY BOSE (the land owners herein) to surviving him as his legal heirs and successors and all properties, estates and liabilities, co-extensive liabilities of the said deceased devolved on his two sons as an intestate succession;
- O)** After demise of said Chittaranjan Bose, his said two sons/the land owners herein are no longer wish to keep indebtedness with the said secured creditor Bank and to materialize the same they put a compromise proposal before the said secured creditor/Bank to clear the entire outstanding dues against the said NPA account of the ULUBERIA TOBACO CENTRE, to release the rest mortgaged property remains in charge as collateral security with the said secured creditor/Bank.
- P)** In acceptance of the compromise proposal of the land owners herein, the secured creditor/ Bank sanctioned a Settlement Letter vide No. SAMB-II/CLO/II/20-21/189 dated 01.09.2020 after having approved from its Higher authority stating thereof full & final settlement amount of Rs. 70,00,000/- (seventy lakh) against the said loan account and on receipt, to close the said NPA account and release entire residue mortgaged property;
- Q)** Land owners herein recently got their names mutated in the Revenue Record of B.L. & L.R.O. pertaining to their respective share (equal share) in L.R. Dag No. 24, including L.R. Dag Nos. 205, 206, within MOUZA ULUBERIA, J.L. No. 109, under Police Station Uluberia, District Howrah Under L.R. Khatian Nos. 4751 & 4752;
- R)** The land owners herein had no capacity at all to deposit said settled amount (70 lakh) to the secured creditor Bank to close the said loan account, as such the land owners have approached to the Developer herein and after prolong discussions it was settled that:
- That the said full and final settlement amount of Rs. 70,00,000/- will be paid to the secured creditor Bank by the Developer to release the residue mortgage property along with all original title deeds still remains in the custody of the bank;

- The settlement amount Rs. 70,00,000/- (seventy lakh) to be paid to the secured creditor bank from the account of the developer to release the mortgaged property to be deemed as consideration amount paid to the Land Owners herein in equal share;
 - That after releasing the all charges against said property the developer will be solely entitled to develop the said the said property by demolishing all existing structures and dilapidated building thereon by erecting several G+4 buildings as would be sanctioned by the competent authority;
 - That the Land owners will get some portions of the said constructed area which is more fully mentioned in the Owner's allocation hereinafter;
 - That after full liquidation of the said loan outstanding by the developer herein, the land owners as well as the Developer will execute and register Development Agreement and Development Power of Attorney to record their mutual agreement and to give effect of the said development of the above property by Residential Complex;
- S)** In terms of the above mutual agreement the Developer herein paid out of his own account the said settlement amount of Rs. 70,00,000/- (seventy lakh) to the account of the secured creditor/bank to loan account of ULUBERIA TOBACO CENTRE and released the said mortgaged property (First Schedule property) from all encumbrances, and obtained delivery of No due certificate (SBI- SAMB II/2020-21/CLO II/296 dated 29.09.2020), Original title deed of the premises from the said secured creditor;
- T)** Thereafter by a Development Agreement dated 27th September, 2020, registered before D.S.R.-II Howrah, in Book No. I, Volume No. 0513-2020, pages from 122609 to 122658, being No. 0513-03713 for the year 2020 entered into between the Vendors and the Developer the Vendors have granted the exclusive right of development in respect of the said Premises unto and in favour of the Developer herein for the consideration and on the terms and conditions contained and recorded in the said Development Agreement (hereinafter referred to as the DEVELOPMENT AGREEMENT) ;
- U)** In pursuance of the said Development Agreement 27th September, 2020 the Developer became entitled to construct, erect and complete the new buildings (Block- C, D & E being part of Sukhoneer Water Garden Complex) comprising of several self-contained apartments/flats/units/Garages/Covered spaces/office spaces etc. to be ultimately held and/or enjoyed by various intending Allottees on ownership basis;
- V)** In terms of the said Development Agreement 27th September, 2020, the land owners delegated powers and authorities to the Developer herein to act, deeds, things and perform all works and to dispose of the Developer's allocation of the proposed buildings by virtue of a Registered Development Power of Attorney dated 27th September, 2020, registered

before D.S.R.-II Howrah, in Book No. I, Volume No. 0513-2020, pages from 122507 to 122536, being No. 0513-03718 for the year 2020;

- W)** The Developer caused a map or plan sanctioned by the Uluberia Municipality being No. UM/BLDG/PLAN NO. 87 dated 28.02.2020;
- X)** The Promoter has registered the Project phase I, Phase II and Phase III (under Block- C, D & E as mentioned in sanction plan being part of Sukhoneer Water Garden Complex) under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at _____ on _____ under registration No. _____; _____ and _____
- Y)** The Allottee had applied for an apartment in the Project vide application no. _____ dated _____ and has been allotted apartment No. _____ having super built-up area of _____ square feet, on _____ floor in [Block-] (“Building”) along with garage/covered parking No. _____ admeasuring _____ square feet on the Ground Floor [of Block-] as permissible under the applicable law and of prorate 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 Second Schedule hereunder);
- Z)** The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein:
- AA)** 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;
- BB)** 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;
- CC)** 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/UNIT] 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 & conditions as detailed in this Agreement, the Promoter hereby agrees to sell to the Allottee(s) and the Allottee(s) hereby agrees to purchase , the [Apartment / UNIT] as specified in Para 'G'

1.2 The Total Price for the [Apartment/ UNIT] based on the carpet area is **Rs. (in words Rupees..... only)** ("Total Price") (Give break-up and description):-

Block/Building/ Block No. Apartment no. Type: Floor.....	Rate of Apartment per square feet*
Total Price (in Rupees)	

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

Garage/ covered parking-1	Price for 1 (in Rs.)
Garage/ covered parking-2	Price for 2(in Rs.)

Total price (in Rupees)	-----

Explanation:

- (i) The Total Price above includes the booking amount paid by the allottee to the Promoter towards the [Apartment / UNIT.]
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of G.S.T. and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) upto the date of the handing over the possession of the Apartment/UNIT 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(s) to the Promoter shall be increased/ reduced based on such change/ modification.

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

- (iii) The Promoter shall periodically intimate to the Allottee(s), the amount payable as stated in (i) above and the Allottee(s) 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(s) 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/ UNIT 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 specification to be provided within the Apartment/ UNIT and the Project.

- 1.3 The Total Price is escalation free, save and except increases which the Allottee(s) 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(s) for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/ order/ rules/ regulations to that

effect along with the demand letter being issued to the Allottee(s), 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(s) 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(s) by the Promoter.
- 1.6 It is agreed that the Promoter shall not make any addition and alteration 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/ UNIT/building, as the case may be, without the previous written consent of the Allottee(s) 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(s), or such minor changes or alterations as per the provisions of the Act.

- 1.7 *(Applicable in case of Apartment)* The Promoter shall confirm to the final carpet areas that has been allotted the Allottee after in construction of the building is complete and the occupancy certificate the granted by the competent authority, by furnishing details of the charges, if any in the carpet area. The Total Price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If the there is reduction in the carpet area than 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 the 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 agreed and acknowledges, the Allottee shall have the right to the Apartment/ UNIT as mentioned below:

(i) The Allottee(s) shall have exclusive ownership of the Apartment/ UNIT;

(ii) The Allottee(s) shall also have undivided proportionate share in the common areas. Since the share/ interest of Allottee(s) in the common areas is undivided and cannot be divided or separated, the Allottee(s) shall use the common areas, along with other occupants and maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall handover 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/ UNIT 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 specification to be provided within the Apartment/ UNIT 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/ UNIT, as the case may be.

1.9 It is made clear by the Promoter and the Allottee agrees that the Apartment/ UNIT 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 accept 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 Allottee(s) of the Project.

1.10 The Promoter agrees to pay all outgoings/ dues before transferring the physical possession of the Apartment to the Allottee(s) which it has collected from the Allottee(s), for the payment of outgoings/dues (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/ dues collected by it from the Allottee(s) or any liability, mortgage loan and interest thereon before transferring the Apartment to the Allottee(s), the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings/ dues 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 therefore by such authority or person.

1.11 The Allottee has paid a some of **Rs. ----- (Rupees----- only)** as booking amount being part payment towards the Total Price of the [Apartment/ UNIT] 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/ UNIT] as prescribed in the payment plan at [Schedule C] as may be demanded by the Promoter within the time and manner specified therein.

Provided that if the Allottee(s) 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 account payee cheque / demand draft/ banker's cheque or online payment (as applicable) in favor of **SAMRITA ENTERPRISE** payable at A/C No. _____ .

Schedule time table of Payment

	<u>Installments/Stages</u>	<u>Applicable Taxes</u>	<u>Amount to be paid by the Allottee to the Promoter</u>
<u>1</u>	<u>On Booking</u>	PLUS GST	<u>30% of Total Unit/Price</u>
<u>2</u>	<u>After slab casting</u>	PLUS GST	<u>Payable 20% of Total cost of Unit/Price</u>
<u>3</u>	<u>After brick Works</u>	PLUS GST	<u>Payable 30% of Total</u>

			<u>cost of Unit/Price</u>
<u>4</u>	<u>After internal finishing work</u>	PLUS GST	<u>Payable 15% of Total cost of Unit/Price</u>
<u>5</u>	<u>On registration and hand-over possession</u>	PLUS GST	<u>Payable rest 5%</u>

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

- 3.1 The Allottee, if residence outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act,1999 ('FEMA'), Reserve Bank of India Act, 1934 ('RBI' Act) and the Rules and Regulation made thereunder or any statutory amendments or modifications made thereof and all others applicable laws including that of remittance of payment, acquisition/ sale/ transfer of immovable properties in India etc. and provide the Promoter with such permission, approval 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 statutory enactments or amendments thereof and the Rules and Regulation 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 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 regards. 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 Promoters 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 Allottee and such third party shall not have any right in the application/allotment of the said Apartment/ UNIT apply for herein in any way and the Promoter shall be issuing the payment receipts in favor of the Allottee only.

4. ADJUSTEMENT/ APPROPRIATION OF PAYMENTS:

The Allottee authorized 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/UNIT], 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/ UNIT] to the Allottee and the common areas to the Association of allottees or the competent authority, as the case may be.

The possession/ of the apartment/ unit including all fittings, accessories, together with amenities and facilities of the complex as per Agreement to sale will be delivered to the Allottee approximate within month of—--- 202— subject to force measures and other stipulations hereinafter and hereinbefore contained;

6. CONSTRUCTION OF THE PROJECT/APARTMENT:

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Apartment/ UNIT and accepted the floor plan, payment plan and the specification, 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 West Bengal Apartment ownership Act 1972 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 this Agreement.

7. POSSESSION OF THE APARTMENT / UNIT:

- 7.1 Schedule for possession of the said [Apartment / UNIT] – The Promoter agrees and understands that timely delivery of possession of the [Apartment/ UNIT] 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 handover possession of the [Apartment/ UNIT] 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 effecting the regular development of the real estate project ("*Force Majeure*"). If, however, the completion of 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/ UNIT].

Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee(s) 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(s) 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 agreed that he/ she shall not have any rights, claims etc. against the Promoter and 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/ UNIT], to the Allottee(s) in terms of this Agreement to be taken within 2 (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 three months from the date of issue of occupancy certificate]. The Promoter agrees and undertakes to indemnify the Allottee(s) in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee(s), 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 completion certificate for the Project. The Promoter shall handover the occupancy certificate of the Apartment/ UNIT, 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/ UNIT]- Upon receiving a written intimation from the Promoter as per Para 7.2 above, the Allottee(s) shall take possession of the [Apartment/ UNIT] 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/ UNIT] to the Allottee(s). In case the Allottee(s) fails to take possession within the time provided as per Para 7.2 above, such Allottee shall continue to be liable to pay maintenance charges as specified under Para 7.2 above.

- 7.4 Possession by the Allottee- After obtaining the occupancy certificate* and handing over physical possession of the [Apartment/ UNIT] to the Allottee, it shall be the responsibility of the Promoter to handover the necessary documents and plan, including common areas to the Association of allottees 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(s) shall have the right to cancel/withdraw his allotment in the Project as provided in the Act:
Provided that where the Allottee(s) 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(s) shall be returned by the Promoter to the Allottee(s) within forty-five 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 the 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 said [Apartment/ UNIT] (i) in accordance with the terms of this Agreement, duly completed by the date specified in Para 7.1 above; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the provisions of the Act; or for any other reason; the Promoter shall be liable, on demand to the Allottee, 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/ UNIT], with interest 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 intent to withdraw from the Project the Promoter shall pay the Allottee interest for every month of delay, till the handing over of the possession of

the [Apartment/ UNIT], 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(s) as follows:

- (i) The Promoter has absolute, clear and marketable title with respect to the said Land and 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/UNIT];
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and [Apartment/Unit] 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/UNIT] 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(s) 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/UNIT] which will, in any manner, affect the rights of Allottee(s) under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [Apartment/UNIT] to the Allottee(s) 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/UNIT] to the Allottee(s) 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 matters 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 the Apartment/ UNIT 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 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) The Promoter fails to provide ready to move in possession of the [Apartment /Flat] to the Allottee(s) within the time period specified in Para 7.1 above in this Agreement 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 the Promoter under the conditions listed above, Allottee(s) is entitled to the following:-

- (i) Stop making further payments to the Promoter as demanded by the Promoter. If the Allottee(s) stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee(s) be required to make the next payment without any interest; or
- (ii) The Allottee(s) 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(s) under any head whatsoever towards the purchase of the Apartment, along with interest within forty-five days of receiving the termination notice:

Provided that where an Allottee(s) 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/ UNIT], which shall be paid by the Promoter to the Allottee within forty-five days of it becoming due.

9.3 The Allottee(s) shall be considered under a condition of default, on the occurrence of the following events:

- (i) In case the Allottee(s) fails to make payments for **three** consecutive demands made by the Promoter as per the payment plan annexed hereto, despite having been issued notice in that regard, the Allottee(s) 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 conditions listed above continues for a period beyond (three) consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the [Apartment/ UNIT] in favour of the Allottee(s) and refund the money paid to him by the Allottee(s) 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/ UNIT :

The Promoter, on receipt of Total Price of the [Apartment/ UNIT] as per Para 1.2 under the Agreement from the Allottee shall execute a conveyance deed and convey the title of the [Apartment/ UNIT] together with proportionate indivisible share in common areas within three 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 absence of local law, the conveyance deed in favour of the Allottee shall be carried out by the Promoter within three months from the date of issue of occupancy certificate].

FURTHER THAT Registration of the Conveyance will be prepared & conducted exclusively by the Promoter's nominated Advocate or Law firm, and the expenses of Registration fees and stamp duties of the Unit/Apartment as per valuation of Directorate of Stamp & Revenue Department, West Bengal and additional 1% legal expenses will be borne by the Allottee.

However, in case the Allottee(s) fails to deposit the stamp duty, registration charges within the period mentioned in the demand notice, letter, the Allottee(s) 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(s).

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

The Promoter shall be responsible for providing and maintaining the 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/ UNIT].

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 this Agreement relating to such development is brought to the notice of the Promoter within a period of 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 thirty days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee(s) 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(s) agrees to permit the Association of allottees and/or maintenance agency to enter into the [Apartment/ UNIT] 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(s) and service areas:- The basement and service areas, if any, as located within the (Project name), 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, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee(s) 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 used by the Association of allottees for rendering maintenance services.

15. COMPLIANCE WITH RESPECT TO THE APARTMENT/ UNIT :
- 15.1 Subject to Para 12 above, the Allottee(s) shall, after taking possession, be solely responsible to maintain the said [Apartment/ UNIT] at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the said building [Apartment/ UNIT], or the staircases, lifts, common passages, corridors, circulation areas, atrium or compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the said Apartment/ UNIT, and keep the said Apartment/ UNIT,, its walls and partitions, sewers, drains, pipes 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 grantees that he/ she would not put any sign-board/ name-plate, neon light, publicity material or advertisement material etc. on the façade of the building or anywhere on the exterior of the Project, building therein or common areas. The Allottee also not change the color scheme of outer wall or painting of the exterior side of windows or carry out any change in the exterior elevation or design. Further the Allottee shall store any hazardous or combustible goods in the [Apartment/ UNIT] 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 wall of the [Apartment/ UNIT].
- 15.3 The Allottee shall plan and distribute its electric load in conformity with the electric systems installed by the Promoter and thereafter the Association of allottees and/or maintenance agency appointed by the association of allottees. The Allottee shall be responsive 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/ UNIT] 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 anywhere in the Project after the building plan, layout plans sanction plan and specifications, amenities and facilities has been approved by the competent authorities 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 said [Apartment/ UNIT/ 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

for charge shall not affect the right and interest of the Allottee(s) who has taken or agreed to take such [Apartment/ UNIT/ Building].

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

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

20. BINDING EFFECT :

Forwarding this Agreement to the Allottee(s) by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee(s) until, firstly, the Allottee(s) signs and delivers this Agreement with all the Schedules along with the payments due as stipulated in this payment plan within thirty days from the date of receipt by the Allottee(s) and secondly, appears for registration of the same before the concerned Sub-Registrar ----- (address of 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(s) 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(s) for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee(s), application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee(s) in connection therewith including the booking amount shall be returned to the Allottee(s) 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/ UNIT/ 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 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 said [Apartment/ UNIT]

and the Project shall equally be applicable to and enforceable against and by any subsequent Allottee of the [Apartment/ UNIT], in case of a transfer, as the said obligations go along with the Apartment/ UNIT 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 said out in this Agreement wave the breach by the Allottee in not making payments as per the payment plan [Annexure C] including waving 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 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 the Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and 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(s) has to make any payment, in common with other allottee(s) in the Project, the same shall be the proportion which the carpet area of the [Apartment/ UNIT] bears to the total carpet area of all the [Apartments/UNITs] 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 Sub-Registrar at----- (ADSRO ULUBERIA, DSR HOWRAH OR ARA- KOLKATA). Hence this Agreement shall be deemed to have been executed at -----.

29. NOTICES:

That all the 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:-

M/S SAMRITA ENTERPRISE	Allottee(s) name
Address: Latibpur, Uluberia, Howrah, PIN-711316	Address

It shall be the duty of the Allottee and promoter to inform each other of any changes 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 ALLOTTEE:

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 Allottee(s).

31. SAVINGS:

Any application letter, allotment letter, agreement, or any other document signed by the allottee, in respect of the apartment, UNIT or building, as the case may be, prior to the execution and registration of this agreement for sale for such apartment, UNIT 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 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 dispute 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 discussions, failing which the same shall be settled under Arbitration and Conciliation Act 1996.

34. AS FROM THE DATE OF POSSESSION THE ALLOTTEE COVENANTS TO THE PROMOTER AS FOLLOWS:

- a) To observe the rules and/or regulations framed from time to time by the developer and upon its formation and taking over maintenance and management of the common portions by the service organization for the common purposes for quiet peaceful and beneficial enjoyment of the building.

- b) To keep the said unit and every part thereof and all fixtures and fittings therein properly painted and in good repairs and in neat and clean conditions as decent and respectable place and for the purpose mentioned in the Third schedule thereto.
- c) To use the said unit and all the common portion carefully and quietly.
- d) To use and enjoy the said unit exclusively and the common portion only to the extent required for ingress to and egress to and from the said unit and for user of the utilities provided and the Allottee shall not have any other right of the user of the common portions in the said land and building.
- e) To allow the developer and his surveyor, workmen and/or Agents with or without or materials at all reasonable time to enter the said unit for the purpose of construction and completion of the building and the common purpose.
- f) To comply with statutory law, requisitions or notifications which will be applicable to the said unit or any part thereof and keep the Developer harmless and indemnified in respect thereof.
- g) To let out or part with the possession of the said unit only after prior information in writing to the developer of the full particulars of the occupant and rent and all other charges and benefits receivable by the Allottees in respect thereof to the extent necessary for assessment of the liability for B.L.& L.R.O. rates and imposition and payment of all the dues payable by the Allottee to the developer under this Agreement until the formation of the service organization and after such formation the service organization.
- h) Not to obstruct the developer and the service organization in their acts relating to the common purposes.
- i) Not to injure or damage the common portions or any other/units in the building by making any alteration or withdrawing any support for making any construction or otherwise.
- j) Not to alter any outer portion or elevation of the buildings.
- k) Not to decorate paint or otherwise alter the color scheme of the exterior of the said unit or the building or the common portion.
- l) Not to throw or accumulate or cause to be thrown or accumulated any dirt, rubbish or other refuse in the common portion of the area reserved by the Developer save at the place as be indicated therefore.
- m) Not to place of cause to be placed any article in the common portions.
- n) Not to use the residential unit for commercial/office/illegal purpose or for any manufacturing or processing work.

- o) Not to carry on or cause to be carried on any obnoxious injurious, noisy, dangerous, hazardous or illegal or criminal activity or business etc. in or through the said unit.
- p) Not to store or keep or allow anymore to store or keep any inflammable, combustible, obnoxious, injurious, hazardous or dangerous articles in the said unit or any other part of the building or the said land.
- q) Not to claim any right whatsoever or however over the said building or the said land or any part thereof save the said unit and save as may be necessary for ingress and egress of men and materials pipes and cables for availing the facility or utilities and in particular not to claim in any right, in open terrace, roof, parapet walls of the roof, columns or pillars or in the covered or open spaces of the building or the said land save and except the unit and the rights of user thereof as common portions.
- r) Not to break any wall or walls of the said unit or open out any window or any other apparatus projecting outside exterior of the said unit for the purpose of installing widow or windows, air conditioner, exhaust fan or otherwise without the prior express written permission of the Developer, it being clarified that nothing contained herein shall prevent the Allottee to install window type air-conditioner at the place if provided in the steel frames or windows to the said unit.
- s) Not to do or permit anything to be done which is likely to cause nuisance or annoyance to the occupants of the other units in the building or the adjoining building or buildings.
- t) Not to keep any heavy articles or things which are likely to damage the floor or operate any machine save the usual house hold appliances.
- u) Not to install or keep or operate any generator in his unit except the battery-operated inverter or as may be permitted by the service organizations.
- v) Not to dismember or partition the properties and rights in the land in the shape of impartible proportionate share there to or ask for partition thereof agree to sale and transfer it in part or parts in any manner.
- w) Not to dismember or partition the properties and rights in the unit save with prior consent of the management organization but subject to the condition indicated.
- x) The Allottee shall not do any act, deed or thing whereby the developer is prevented from making construction of the building on the land or from completing the construction or delivering the possession of any other units or selling, transferring, assigning or disc posing of the interest in the undivided impartible proportionate share in the said land.

y) **THE** Allottee further understood and agreed that all existing common passages, internal passages and all proposed internal passages, walking tracks by the side of Water body as would be manufactured within the said residential complex will remain common for all Flat owners of Block-A, B, C, D & E, land owners as well as the Developer the said passages will be maintained by the all Unit owners OR by the common funds of the Association of the said Residential Complex;

Hence the Allottee herein declare and admit that in future the Developer herein shall have every right to access, enjoy all types of easements over the all internal common passages/roads created or to be created within the proposed Block-C, D & E, for the purpose of any future projects on the Southern or Western side of the "First" schedule property, and on strength of this declaration made herein by the Allottee, the Developer shall have every right to increase the project to the adjacent plots of "First" schedule property, and the Developer shall have every right to take valid sanction from the competent authority for such future constructions of the projects treating the said internal common internal roads/passages as primary accesses road, and further that the Developer also shall have right to provide all easement rights over the said passages for ingress and egress to and from the said project to the proposed/intending buyers of the said future projects, for which the land owners as well as the Allottee including other Units/Flats owners of the proposed Block-C, D & E shall have no right to object in any manner AND shall have no legal right of causing any obstructions, obligations, disputes, injunctions in future from any Court of Law.

Z) Before getting possession of the Apartment/Unit all Allottee members shall be giving Rs. 10,000/- per and 5000 per year in advance for ad-hoc maintenance charges to the Developer for common maintenance purposes of the complex till full completion and hand over possession of the project and formation of registered Association/Society of the complex.

(Proportionate share towards costs, expenses and outgoings which the Allottees shall have to bear proportionately with other co-occupants of the "Project" after taking possession of the Apartment/Unit)

- a) The Expenses common nature like of maintenance, repairing, re-decorating etc. of the said structure and in particular the roof gutter and rain water pipes of the building and electric wires under or upon the building and enjoyed or used by the Allottee in common with other occupiers of the said building and the main entrance passage, landing and staircase of the building enjoyed by the Allottee or used in common aforesaid and the boundary walls of the building compounds terrace etc.
- b) The expenses of maintaining continuous supply of water for sanitary system to the Allottee in the said flat occupied by them.
- c) The cost of cleaning and lighting the entrance of the building, the passage and space around the building, lobby, corridors, staircase, water tank, Reservoir enjoyed or used by the Allottee as common areas.
- d) Costs of salaries of sweepers and security guards.

- e) The costs of working and maintenance of electric deep tube well pumps, motors, tube well and other light and service charges.
- f) Such expenses as are necessary for or incidental to the maintenance and up-keep of the building, including white washing/ painting.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at (city/town name) 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 _____

*Please affix
photographs
and sign
across the
photograph*

(2) Signature _____

Name _____

Address _____

*Please affix
photographs
and sign
across the
photograph*

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'

DESCRIPTION OF THE [APARTMENT/UNIT] AND TILE GARAGE/COVERED PARKING (IF APPLICABLE)
ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS

ALL THAT the **Flat No.** ___ on the _____ **Floor (~~Block-C, D & E~~)** containing by estimation an area of _____ **sq. ft. (Super built-up)** (be the same a little more or less) with all fixtures and fittings consisting of ___ bedrooms, ___ toilet(s), Kitchen, ___ drawing cum dining, ___ Verandah AND **SECONDLY** ALL THAT the ___ **Covered car parking space measuring _____ sq. ft Being No.** ___ on the ground floor of the (**Block- ___**) building AND **THIRDLY** ALL THAT the undivided proportionate share in all common parts portions areas facilities and amenities comprised in the said New Building and/or the said Premises and **FOURTHLY** ALL THAT the undivided indivisible impartible proportionate share or in interest in the **land & premises** attributable thereto;

The said Apartment/Unit is butted & Bounded by:

ON THE NORTH:

ON THE SOUTH:

ON THE EAST:

ON THE WEST:

(LAND & PREMISES)

ALL THAT piece and parcel of Bastu Land measuring a little more OR less about 37 (thirty seven) Decimals comprised in R.S. Dag No. 13 corresponding to L.R. Dag No. 24, appertaining to R.S. Khatian No. 343, L.R. Khatian No. 690, new mutated L.R. Khatian Nos. 4751 & 4752, Touji No. 744, Revenue survey No. 2286, within MOUZA ULUBERIA, J.L. No. 109, under Police Station Uluberia, District Howrah within the ambit of Uluberia Municipality Ward No. 27, together with all right of easement attached therewith, within the jurisdiction of the Additional District Sub Register Office Uluberia, District Register Office at District Howrah, PIN- 711316 together with all easement rights attached therewith, the above premises is butted & bounded by :

ON THE NORTH : Existing G+4 Block-A & Block-B buildings, 18.60 feet Common passage in between Block A & B & partly Uluberia Municipal Road;

ON THE SOUTH : Plot of Part of R.S. Dag No. 14 & R.S. Dag No. 15;

ON THE EAST : Water body & 15 feet entrance passage;

ON THE WEST : Plot of R.S. Dag No. 12;

SCHEDULE-‘B’ - FLOOR PLAN OF THE APARTMENT

Please attach Floor Plan

SCHEDULE- ‘C’ - PAYMENT PLAN

	<u>Installments/Stages</u>	<u>Applicable Taxes</u>	<u>Amount to be paid by the Allottee to the Promoter</u>
<u>1</u>	<u>On Booking</u>	PLUS GST	<u>30% of Total Unit/Price</u>
<u>2</u>	<u>After slab casting</u>	PLUS GST	<u>Payable 20% of Total cost of Unit/Price</u>

<u>3</u>	<u>After brick Works</u>	PLUS GST	<u>Payable 30% of Total cost of Unit/Price</u>
<u>4</u>	<u>After internal finishing work</u>	PLUS GST	<u>Payable 15% of Total cost of Unit/Price</u>
<u>5</u>	<u>On registration and hand-over possession</u>	PLUS GST	<u>Payable rest 5%</u>

SCHEDULE- 'D' -

SEPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE APARTMENT/ UNIT)

Specifications to be provided for the Unit

1. R.C.C. column (Pillar)
2. Outside Brick wall 8" thick, Partition wall (inside) 3" & 5" thick
3. Inside and outside plaster ½ thick
4. Flash Door made by wooden with wooden door frame and P.V.C. door in toilet & kitchen.
5. Window anodized aluminum with glass (sliding panel).

6. Interior finish:

- a) POP
- b) One coat primer & one side laminate finish in doors.

7. Exterior finish; Painting with cement based or acrylic paint.

8. Bath room-toilet

- a) One basin with stop cock each flat.
- b) One pan or Commode fitting in bath cum-toilet
- c) Three water points in bath –cum-toilet
- d) Dado upto 6' with wall ceramic tiles.

9.Kitchen :

- a) One steel sink with tap each flat.
- b) Two water point in each kitchen.

C) Dado with wall tiles up to 3' above kitchen counter.

10. Floor finish : marble or (Ceramic OR Vitrified) of (ISI) good quality.

11. Electrical Switches & Wire: Any reputed Brand.

Electrical Points: Each living & dining room 2 light points, 1 fan point, plug point.

Each kitchen: 1 light point, 1 exhaust point, 1 plug point.

Each bath-cum-toilet: 1 light point.

Each Balcony 1 light point, 1 plug point.

One calling bell point & separate meter point for each flat.

12. Water supply & Drainage

a. Overhead Reservoir.

b. motor & pump reputed company.

c. All outlet pipes for water & sanitary are with PVC pipe.

13. Staircase Stone finish & I.S. railing.

15. Lift facility from Ground Floor to Top Floor.

SCHEDULE- 'E' - SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE PROJECT)

1. Internal roads, pathways, passages and driveways and Security Room.
1. Landscaped garden, lawn and water body (**Water Body and Park has to be maintained by the owner's association/society from the income from the water-body. The income from the water-body cannot be utilized for other purpose of the society**)
2. Streetlights, Campus and Garden lights and fixtures, electrical installations.
3. Boundary wall / fencing, if any.
4. Road / Block signage
5. Underground/Overhead water reservoir, water pumping station and pump house.
6. Pumps and Pumps Accessories.
7. Sewage and storm drainage system.
8. Water distribution network.
9. Central Green, Lawns.
10. All infrastructural facilities / works including water storage tanks for firefighting arrangement, Water supply bore wells, Sewerage, drainage, water supply and accessories thereto.

11. All electrical installations / works including panels, cables, cable trench and accessories thereto.
12. Health amenities and facilities: water body, park, gym can be used after all establishment by the promoter, which is accessible for Unit holders/ Allottee members of the complex subject to membership card against the Development fees 35,000/- + GST for each Allottees.

(The Schedules to this Agreement for sale shall be as agreed to between the Parties)

*or such other certificate by whatever name called issued by tire competent authority.

