

**AGREEMENT FOR SALE**

**THIS AGREEMENT FOR SALE** is made this            day of            2019 (Two  
Thousand Nineteen) **Between**

**SRI NIKHIL GHOSH, (PAN. ADMPG4391D)**, aged about 50 Years, **Aadhaar No. 322824537680**, son of Late Haran Chandra Ghosh, by faith: Hindu, by Nationality: Indian, by occupation: Business, residing at “BASUMATI” 825, Mahamayatala Road, P.O. Garia, P.S. Sonarpur, Kolkata- 700 084, Dist: South 24 Parganas, hereinafter referred to as the **LAND OWNER/VENDOR** (Which term or expression shall unless repugnant to the context meaning thereof be deemed to mean and include his heirs, executors, administrators, successor in interest and permitted assigns) of the **ONE PART**.

**AND**

**SRI/ SMT. ....**, (**PAN. ....**) son/ daughter/ wife of ....., aged about ..... Years, **Aadhaar No. ....**, by faith: Hindu, by Nationality: Indian, by occupation: Business, residing at ....., hereinafter called the **PURCHASER/ALLOTTEE** (Which term or expression shall unless repugnant to the context meaning thereof be deemed to mean and include his heirs, executors, administrators, successor in interest and permitted assigns) of the **OTHER PART**.

**DEFINITION:**

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” mean the West Bengal Housing Industry Regulation Rules, 2018 made under the W.B.H.I. Regulation Act 2017.
- c) “Regulation” means the regulations made under the W.B.H.I. Regulation Act 2017.
- d) “Section” means a section of the Act.

**WHEREAS:**

**A.(i)** By one deed of conveyance dated- 12.08.2016, the Owner/Vendor herein purchased land measuring about 12.5 decimals comprised in R.S. Dag No. 140, corresponding to L.R. Dag No. 126, under R.S. Khatian No. 160, L.R. Khatian No. 1012 and 1017, Mouja: Elachi, J.L. No. 70, R.S. No. 223, Toiji No. 51, 53 & 64/64, within the limits of the Rajpur-Sonarpur Municipality, Ward No. 26, P.S. Sonarpur, Dist: South 24 Parganas from the Owner namely Shyamali Ghosh @ Ghau @ Shaw for consideration. Said deed was registered in the office of A.D.S.R. Sonarpur and recorded in

Book No. I, Volume No. 1608-2016, Pages 117834 to 117855, Being No. 160804774 for the year 2016.

**(ii)** By One deed of conveyance dated- 12.08.2016, the Vendor herein purchased land measuring about 12.5 decimal comprised in R.S. Dag No. 140, corresponding to L.R. Dag No. 126, appertaining to R.S. Khatian No. 160, L.R. Khatian No. 1012 and 1016, of said Mouja: Elachi, P.S. Sonarpur , under Rajpur-Sonarpur Municipality, Ward No. 26, from Smt. Leena Ghosh said deed was registered in the office of A.D.S.R. Sonarpur, Being No. 160804918, for the year 2016.

**(iii)** By one deed of conveyance dated- 12.08.2016, the Owner/Vendor herein purchased land measuring about 12.5 decimals comprised in R.S. Dag No. 140, corresponding to L.R. Dag No. 126, under R.S. Khatian No. 160, L.R. Khatian No. 4 and 1012, Mouja: Elachi, under Rajpur-Sonarpur Municipality, Ward No. 26, P.S. Sonarpur, Dist: South 24 Parganas from Sri Avijit Ghosh and Bharati ghosh said deed was registered in the office of the A.D.S.r. Sonarpur, Being no. 160804776, for the year 2016.

**(iv)** By one deed of conveyance dated- 12.08.2016, the Owner/Vendor herein purchased land measuring about 12.5 decimals comprised in R.S. Dag No. 140, corresponding to L.R. Dag No. 126, under R.S. Khatian No. 160, L.R. Khatian No. 1012 and 1014, Mouja: Elachi, under Rajpur-Sonarpur Municipality, Ward No. 26, P.S. Sonarpur, Dist: South 24 Parganas from Manju Ghosh said deed was registered in the office of A.D.S.R. Sonarpur, Being No. 16084777, for the year 2016.

**(v)** By one deed of conveyance dated- 12.08.2016, the Owner/Vendor herein purchased land measuring about 12.5 decimals comprised in R.S. Dag No. 140, corresponding to L.R. Dag No. 126, under R.S. Khatian No. 160, L.R. Khatian No. 1012 and 1013, Mouja: Elachi, under Rajpur-Sonarpur Municipality, Ward No. 26, P.S. Sonarpur, Dist: South 24 Parganas from one Biswajit Ghosh and others for consideration. Said deed was registered in the office of A. D. S. R. Sonarpur, Being No. 16084778 for the year 2016.

**(vi)** By one deed of conveyance dated- 12.08.2016, the Owner/Promoter herein purchased land measuring about 12.5 decimals comprised in R.S. Dag No. 140, corresponding to L.R. Dag No. 126, under R.S. Khatian No. 160, L.R. Khatian No. 1012 and 1015, Mouja: Elachi, under Rajpur-Sonarpur Municipality, Ward No. 26, P.S. Sonarpur, Dist: South 24 Parganas from Smt. Malina Ghosh. Said deed was registered in the office of A. D. S. R. Sonarpur, Being No. 16085089 for the year 2016.

**(vii)** Thus the Vendor herein became the absolute and lawful owner of land measuring about 75 decimal more or less in Mouja: Elachi, vide six deed of conveyance as stated above. Being the owner the Vendor has mutated his name in the office of the Rajpur-Sonarapur Municipality and after such mutation said portion of land has been known as 620, S. N. Ghosh Avenue. The nature of the said land also been converted for Bahutal Abasan by the Govt. of W.B.

**B.** Said land is earmarked for the purpose of building a residential cum commercial project comprising Multi-Storeyed apartment building having facilities thereat and the said project shall be known as - "SU CASA ROYAL".

**C.** The promoter is fully competent to enter into this agreement and all the legal formation with respect to the right, title and interest of the Promoter regarding the said land on which project is to constructed have been completed.

**D.** The Rajpur-Sonarapur Municipality has granted the commencements Certificate to develop the project vide approval dated- ..... Being registration No. ....

**E.** The Vendor has obtained the first day-out plan, sanctioned plan, specifications and approval for the project and also for the apartment from the Rajpur-Sonarapur Municipality. The promoter agrees and undertakes that he shall not make any changes to the approved plan except in strict compliance with sec. 14 of the Act and other laws as applicable.

**F.** The Vendor has registered the project under the provisions of the Act with the W.B. Housing industry Regulatory Authority at ..... on ..... under registration No. ....

**G.** The Allottee/Purchaser had applied for an apartment in the project vide application No. .... Dated- ..... And has been allotted apartment No. .... Having carpet area of ..... Sq. ft. on the ..... side of ..... floor, in Block- ....., alongwith Garage/Covered Parking No. ....., admeasuring ..... sq. ft. in the Ground floor as permissible under the applicable law and of pro-rata share in the common area hereinafter referred to as the apartment more particularly described in Schedule "A" and the floor Plan 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. (Please enter any additional disclosures/ details)

J. The parties hereby confirm that they are signing this agreement with full knowledge of all the laws, rules, regulations, notifications, etc, applicable to the project:

K. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this agreement and all applicable laws, are now willing to enter into this agreement on the terms and conditions appearing hereinafter.

**1. TERMS:**

**1.1** Subject to the terms and conditions as detailed in this agreement, the Vendor agrees to sell to the allottee and the allottee hereby agrees to purchase, the (Apartment Plot) as specified in para G.

**1.2** The Total price for the (Apartment Plot) based on the carpet area is **Rs. .... (Rupees .....)** **Only** (Total price) (Give break up and description):

Block/ Building/ Tower No.	Rate of Apartment per square feet
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Apartment No.

Type.

Floor.

Total price (in rupees)

cost of apartment, cost of exclusive balcony or verandah areas, preferential location charges, taxes, maintenance charges as per para II etc.

(AND) (if/ as Applicable)

Garage/Covered Parking- 1	Price for 1
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Garage/ Covered Parking- 2	Price for 2
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Total price (in rupees)

**Explanation:**

- i. The total price above includes the booking amount paid by the allottee to the Vendor towards the (Apartment/Plot):

- 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) up to the date of handing over the possession of the apartment/plot to the allottee and the project to the association of allottee or the competent authority, as the case may be, after obtaining the completion certificate;
  - iii. 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 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;
  - iv. The Vendor 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 Vendor within the time and in the manner specified therein. In addition, the Vendor shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with date from which such taxes/levies etc. have been imposed or become effective;
  - v. The Total Price (Apartment/Plot) includes recovery of price of land, construction of 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 include cost for providing all other facilities, amenities and specifications to be provided within the (Apartment/Plot) and the Project.
- 1.3** The Total Price is escalation-free save and except increases which the Allottee hereby agrees to pay due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and

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

- 1.4** The Allottee(s) shall make the payment plan set out in Schedule C (“Payment Plan”)
- 1.5** The promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @% per annum for the period by which the respective installment has been proponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the promoter.
- 1.6** It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at Schedule “D” and Schedule “E” (which shall be in conformity with the advertisement, prospectus etc. on the basis of which sale in 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 authority, by furnishing details of the changes, if any not more than three percent , 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 Vendor 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 part 1.2 of this agreement.

**1.8** Subject to part 9.3 Vendor agrees and acknowledge, the Allottee shall have the right to the (apartment/Plot) as mentioned below:

- i)** The Allottee shall have exclusive ownership of the (Apartment/Plot)
- ii)** The Allottee shall also have undivided proportionate share in the Common Areas, since the share interest of Allottee in the Common Areas undivided and cannot be divided or separated, the Allottee shall use the Common Areas alongwith 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/Plot) includes recovery 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 to be provided within the (Apartment/plot) and the Project.
- iv)** The Allottee has the right to visit the project site to assess the extent of development of the project and his apartment/plot, as the case may be.

**1.9** It is made clear by the promoter and the Allottee agrees that the (Apartment/Plot) along with covered and open parking space shall be treated as a single invisible unit for all purpose. 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 land/or linked/combined with any other project in its vicinity



or otherwise except for the purpose of integration of infrastructure for benefit of the Allottee. It is clarified that project's facilities and amenities shall be available only for use and enjoyment of the Allottee of the Project.

**1.10** The Promoter agrees to pay all outgoings before transferring the physical possession of the apartment to the allottee, which it has collected from the 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 outgoing collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottee, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoing 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 thereof 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/Plot) 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/plot) as prescribed in the payment plan (Schedule C) as may be demanded by the Promoter within the time and in the time 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 prescribed in the Rules.

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

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan (through A/C Payee Cheque/ Demand Draft/ bankers cheque or online payment (as applicable) in favour of ..... 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 or any statutory amendments/modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc, and provide the Promoter with such permission, 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 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 payment made by him/her under any head(s) of dues against lawful outstanding of the allottee against the (Apartment/Plot), if any his/her name and the Allottee

undertakes not to object/demand/direct the Promoter to adjust his payments in my 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/Plot) 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 (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 by-laws, F.A.R and density norms and provisions prescribed by the ..... (please insert the relevant State Laws) and shall not have an option to make any variation/alteration/modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.
7. **POSSESSION OF THE APARTMENT/PLOT:**
  - 7.1 Schedule for possession of the said (apartment/Plot) The Promoter agrees and understands that timely delivery of possession of the (Apartment/Plot) 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/Plot) along with ready and complete common areas with all specifications, amenities and facilities of the project in place on ..... unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity, caused by nature affecting the regular development of the real estate project ("Force Majeure") if however, the completion of the Project is delayed due to the Force Majeure conditions then Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the (Apartment/Plot).

Provided that such Force Majeure conditions are not a nature make it impossible for the contract to be implemented. The Allottee agrees and confirm that, in the event it become 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 the 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 as obligations and liabilities under this Agreement.

- 7.2** Procedure for taking possession: The Promoter, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the (apartment), to the Allottee in terms of this agreement to be taken within two months from the date of issue of occupancy certificate. (Provided) that, in the absence of local law, the conveyance deed in favour of the allottee shall be carried out by the Vendor within 3 months from the date of issue of occupancy certificate). The promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee after taking possession agree(s) to pay the maintenance charges as determined by the Vendor/association of allottee, as the case may be after the issuance of the completion certificate for the project. The promoter shall hand over the occupancy certificate of the apartment/plot, as the case may be, to the allottee at the time of conveyance of the same.
- 7.3** Failure of Allottee to take possession of (Apartment): Upon receiving a written intimation from the Promoter as per para 7.2 the allottee shall take possession of the (Apartment) from the Promoter by executing necessary indemnities, undertaking and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the (Apartment) to the allottee. In case the Allottee fails to take possession within the time provided in para **7.2** such Allottee shall continue to be liable to pay maintenance charges as specified in para 7.2.

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

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

**7.5 Cancellation by Allottee:** The Allottee shall have the right to cancel/ withdraw his allotment in the Project as provided in the Act. Provided that where the allottee proposes to cancel/withdraw from the project without any fault of the promoter, the promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the allottee shall be returned by the promoter to the allottee within 45 days of such cancellation.

**7.6 compensation:** The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and 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/Plot) (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 a 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/Plot), with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within forty-five days of it becoming due;

Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the (Apartment) which shall be paid by the promoter to the Allottee within forty-five days of it becoming due.

#### **8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:**

The Promoter hereby represents and warranties to the Allottee as follows:

- i) The Promoter has absolute, clear and marketable title with respect to the said Land; the required 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 Project; (In case there are any encumbrances on the land provide details of such encumbrances including any rights, interest and name of party in or over such land):
- iv) There are no litigations pending before any Court of law or authority with respect to the said Land, Project or the (Apartment)
- v) All approvals, Licenses and permits issued by the complete 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/Plot) 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 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 Vendor 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 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 CONSEQUENCE:**

**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 disclose 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 cause 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.
- 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 withdraws from the project or terminate the Agreement, he shall be paid, by the promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the (Apartment/Plot), which shall be paid by the promoter to the allottee within forty-five days of it becoming due.

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

- i) In case the Allottee fails to make payments for consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest to the promoter on the unpaid amount at the prescribed in the Rules;
- ii) In case of Default by Allottee under the condition listed above continues for a period beyond ..... Consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the (Agreement) 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 thereon 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 in receipt of Total Price of the (Apartment/Plot) as per para 1.2 under Agreement from the Allottee shall execute a



conveyance deed and convey the title of the (Apartment/Plot) together with proportionate indivisible share in the Common Areas within 3 Months from the date of issuance of the occupancy certificate and the completion certificate, as the case may be, to the allottee:

(Provided that, in the absence of local law, the conveyance deed in favour of the allottee shall be carried out by the promoter within 3 months from the date of issue of occupancy certificate). However, in case the Allottee fails to deposit the stamp duty and/or registration charges within the period mentioned, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee.

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

The Promoter shall be responsible to provide and maintain essential service in the Project till taking over of the maintenance of the Project by the association of all 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/Plot)

**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 agreement for the 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 within such time, the aggrieved Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act.

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

The Promoter/Maintenance agency association of allottees shall have rights unrestricted access of all Common Areas, garage/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 (Apartment/Plot) or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

**14. USAGE:** Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the (project name), shall be earmarked for purpose such as parking spaces and 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 use 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 apaces and the same shall be reserved for use by the association of allottees formed by the Allottees for rendering maintenance services.

**15. COMPLIANCE WITH RESPECT TO THE APARTMENT:**

**15.1** Subject to para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the (Apartment/Plot) at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or the Building, or the (Apartment/Plot), or the staircase, 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 after or make additions to the (Apartment/Plot) and keep the (Apartment/Plot). 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 guaranties 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, building therein or Common Area. The Allottee shall also not change in the exterior elevation or design further the Allotte hall not store any hazardous or combustible goods in the (Apartment/Plot) or place any heavy material in the common passage or staircase of the Building. The Allottee shall also not remove any will including the outer and load bearing wall of the (Apartment/Plot).

**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 allottee and/or maintenance agency appointed by

association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

- 16. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:** The Parties are entering into this Agreement of the allotment of a (Apartment/Plot) with the full knowledge of all laws, rules, regulations, notification applicable to the project.
- 17. ADDITIONAL CONSTRUCTION:** The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan, layout plan, sanction plan and specification, amenities and facilities has been approved by the competent authority(ies) and disclosed, except for s provided in the Act. unless approved modification or approved revised plan.
- 18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:** After the Promoter executes this Agreement he shall not mortgage or create a charge on the (Apartment) Building) and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to like such (Apartment/Plot/Building)
- 19. APARTMENT OWNERSHIP ACT (OR THE RELEVANT STATE ACT):**  
The Promoter has assured the Allottee that the project in its entirety is in accordance with the provision of the .....
- 20. BINDING EFFECT:** Forward the Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter of the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedule along with the payments due as stipulated in the Payment Plan within 30 (Thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar at A.D.S.R. Sonarpur 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, allotments 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 APPLICATION ON ALLOTEE/ SUBSEQUENT ALLOTTEES:** It 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 any subsequence Allottee of the (Apartment), in case of a transfer, as the said obligations so along with the (Apartment) for all intense and purposes.
- 24. WAIVER NOT A LIMITATION TO ENFORCE:**
- 24.1** The Promoter may, at its sole option and desecration, 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 Allottee.
- 24.2** Failure on the part of the Parties to enforce any time or for any period of time the provisions hereof shall not be constructed to be a waiver of any provision or the right thereafter to enforce each and every provision.
- 25. SEVERABILITY:** If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules

and Regulation made 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 execution of this Agreement.

- 26. METHOD CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:** Wherever in this Agreement is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same be the proportionate which the carpet area of the (Apartment/Plot) bears to the total carpet area of the (Apartment/Plot)
- 27. FURTHER ASSURANCE:** Both Parties agree the they shall execute, acknowledge and deliver to the other such instrument and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in other 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 exeurion the said Agreement shall be registered at the office of the Sub-Registrar at A.D.S.R. Sonarpur. Hence this Agreement shall be deemed to have been executed at .....
- 29. NOTICE:** That all notice to be served on the Alloottee 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 the Allottee .....

Allotte Address .....

Promoter Name: **EHTHA REALTY PVT. LTD.**

Address : "Basumati" 825, Mahamayalta Road, P.S. Sonarpur, P.O. Garia, Kolkata- 700 084.

It shall be the duty of the Allottee and the Promoter to inform each other 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 at the address given by him/her which shall for all intents and purpose to consider as property served on all the Allottee.
- 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, 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. DISPUT RESOLUTION:** All or any disputes arising out or touching upon or relation to the terms and conditions of the Agreement, including the interpretation and validity of the terms respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same be settled under the Arbitration and Conciliation Act. 1996.

(Please insert any other terms and conditions as per the contractual understanding between the parties, however, please assure that such additional terms and conditions are not in derogation of or inconsistent with the terms and conditions set out above or the Act and the Rules and Regulations made there under)

**SCHEDULE "A"**

**(Description of the LAND with Boundaries in all four directions)**

**ALL THAT** piece and parcel of land measuring as per deed **75 decimal.** more or less lying and situated at Mouza – Elachi, R.S No-223, Touzi Nos. 51,52,& 63/64, J.L. No. 70, R.S. Dag no. **140**, R.S. Khatian no. **160**, L.R Dag No- **126** , L.R. Khatian no. **3069**, of Ward no **26** , Holding no. 620, S.N.Ghosh Avenue , under P.S :- Sonarpur under the jurisdiction of Rajpur Sonarpur Municipality of Ward no. 26 within Sub –Registration office at Sonarpur in the District South 24 Parganas , morefully and particularly described in the **FIRST SCHEDULE** and demarcated by Red Border in the plan annexed hereto.

**On the North :: Land of Mala Ghosh and Biswadeep Ghosh.**

**On the South :: Land of Chinto Ghosh and others.**

**On the East :: Extension E.M By Pass.**

**On the West :: Land of Govinda Ghosh.**

**A.i)(Description of the Apartment and Parking along with Boundaries in all four directions)**

**ALL THAT** one self-contained Flat on the ..... Side of the ..... Floor, being Flat No. ...., Tower No. ...., having super built up area ..... Sq. Ft. (Carpet area ..... Sq. Ft.) more or less comprising of .... (.....) bed rooms, 1 (One) drawing-cum dining space, 1 (One) kitchen, 2 (Two) toilets, 1 (One) balcony and one Car Parking space measuring ..... Sq. Ft. more or less, together with undivided proportionate share in the underneath the building and right to use the common areas and facilities to be provided at the said premises.

**SCHEDULE "B"**

**Floor plan of the Apartment**

**SCHEDULE "C"**

1.	At the time of Booking (Rupees One Lakh ) Only	Rs. 1,00,000.00
2.	At time of Agreement (Rupees ..... ) Only	Rs. 10%
3.	After Foundation Casting (Rupees ..... ) Only	Rs. 15%
4.	After Basement Casting (Rupees ..... ) Only	Rs. 10%
5.	After 1 <sup>st</sup> roof Casting (Rupees ..... ) Only	Rs. 5%
6.	After 2 <sup>nd</sup> roof Casting (Rupees ..... ) Only	Rs. 5%
7.	After 3 <sup>rd</sup> roof Casting (Rupees ..... ) Only	Rs. 5%
8.	After 4 <sup>th</sup> roof Casting (Rupees ..... ) Only	Rs. 5%
9.	After 5 <sup>th</sup> roof Casting (Rupees ..... ) Only	Rs. 5%
10.	After 6 <sup>th</sup> roof Casting (Rupees ..... ) Only	Rs. 5%
11.	After 7 <sup>th</sup> roof Casting (Rupees ..... ) Only	Rs. 5%
12.	After 8 <sup>th</sup> roof Casting (Rupees ..... ) Only	Rs. 5%



13.	After 9 <sup>th</sup> roof Casting (Rupees ..... ) Only	Rs. 5%
14.	After 10 <sup>th</sup> roof Casting (Rupees ..... ) Only	Rs. 5%
15.	After Completion Brick work (Rupees ..... ) Only	Rs. 5%
16.	After completion flooring work (Rupees ..... ) Only	Rs. 5%
17.	At the time of possession (Rupees ..... ) Only	Rs. 5%

**TOTAL**

**Rs.**

**(Rupees.**

### SCHEDULE "D"

#### **Specification, Amenities, Facilities (Which are part of the Apartment)**

Detail of provisions to be made in the flat/flats as follows:-

- 1. STRUCTURE, BRICK WORK & WALLS:** R.C.C frame structure and Brick Claddings and internal wall finish with P.O.P and External weather coat paint with water proofing compound.
- 2. FLOOR:** All floors except toilet and kitchen will be finished with vitrified tiles of size 2'x 2'with skirting.
- 3. TOILET:** Antiskid vitrified tiles on floors and ceramic tiles upto 6'-0" on walls. Concealed plumbing line with hot and cold water line for geyser. Essco deluxe or equivalent CP fittings and Hindware and parryware or equivalent sanitary fittings.
- 4. KITCHEN :** Cooking platform top will be finished with green polished marble slab (11'- 0") length and stainless steel sink and glazed tiles will be provided total 18 sqft. above cooking platform.

**5. DOORS :** All doorframes will be sal wood/ hard wood and all doors will be flush door with fittings and fixings.

**6. WINDOWS:** Sliding aluminum windows with clear glass panes with MS Grill.

**7. ELECTRICAL :** Concealed wiring with proper gauge of copper wire in PVC conduit to be done in flats including point, switch, switch board cover etc. at suitable places in the following manner generally :-

Sl No.	Place	Light Point	Fan Point	5Amp.plug point	Calling Bell	TV/Tel point	15 Amp.
1.	Bed Room I	2	1	1	-	-	1
2.	Bed Room II	2	1	1	-	-	-
3.	Bed Room III	2	1	1	-	-	-
4.	Dining/Drawing	3	2	1	1	1	1
5.	Toilet	1	1	1	-	-	-
6.	Kitchen	1	1	2	-	-	-
7.	Varandah	1	-	-	-	-	-

**8. WATER SUPPLY :** 24 hours water supply through Deep tube well.

### **SCHEDULE "E"**

#### **Specification, Amenities Facilities (which are part of the Project)**

1. Land underneath the building and statutory open spaces.
2. Staircase above the roof level.
3. Common Passage and lobby on the ground floor.
4. Water pump, Over Head and under ground water tank, water pipes and other common plumbing installations.
5. Drainage and Sewerage.
6. Boundary walls and main gates.

**N.B. :** All fixtures such of any kinds of Fan, Bulb, Regulator exhaust fan etc. will be supplied by the purchaser.

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

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

**SIGNED AND DELIVERED BY THE WITHIN NAMED:**

Signature of the Allotee

1. Signature:

Name:

Address:

2. Signature:

Name:

Address:

**SIGNED AND DELIVERED BY THE WITHIN NAMED:**

Signature of the Promoter

Signature:

Name:

Address:

**WITNESSES:**

1.

2.

**SIGNED AND DELIVERED BY THE WITHIN NAMED:**

Signature of the Allottee

1. Signature:

Name:

Address:

2. Signature:

Name:

Address:

**SIGNED AND DELIVERED BY THE WITHIN NAMED:**

Signature of the Promoter

Signature:

Name:

Address:

**WITNESSES:**

1.

2.

