

**THIS AGREEMENT FOR SALE** made this **12<sup>th</sup>** day of **December 2018**

**BY AND B E T W E E N**

**PUSHPPALKI REALTY PVT. LTD.**, having CIN – U45200WB2013PTC192978 , a company within the provisions of the Companies Act, 1956/2013 as the case may be, having its Registered Office at 216, Mahatma Gandhi Road, Kolkata-700 007, and its corporate office at 493/C/A G.T. ROAD HOWRAH-711102 (PAN –AAHCP2783P), represented by its Director Madan Mohan Mall (Aadhar No. 8713-9463-0169) authorized vide board resolution dated 3<sup>rd</sup> October 2018 hereinafter referred to as the "Promoter" hereinafter referred to as the **“PROMOTER”** (which expression shall unless excluded by or repugnant to the context or meaning shall be deemed to include its successors, successor-in-interest and permitted assigns).

**A N D**

**BISWANATH CHAKRABORTY (PAN NO.-AGHPC4734G)** S/o. Mr. Narayan Chakraborty & **AMBALIKA CHAKRABORTY (PAN NO.-AWSPC8304M)** W/o. Biswanath Chakraborty both by Caste Hindu, both residing at 8/A/3 Dinen Bhattacharjee Sarani, Serampore, Prabash Nagar, Serampore, Uttarpar, Hooghly, West Bengal-712249, hereinafter referred to as the **“ALLOTTEE”** (which expression unless excluded by or repugnant to the subject or context shall be deemed to mean and include his/her/their/its heirs legal representative, executors, administrators and assigns)

**INTERPRETATIONS/ 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) **“Regulation”** means the Regulations made under **the** West Bengal Housing Industry Regulation Act 2017.

d) **“Section” means** a section of the Act.

**W H E R E A S:**

A. Standard Pharmaceuticals, an associate Company of Ambalal Sarabhai Enterprises Limited was the Owner of the said premises. The said Standard Pharmaceuticals was merged with the said Ambalal Sarabhai Enterprises Limited by orders of the Hon'ble Calcutta High Court as well as the Hon'ble Gujarat High Court and all properties, assets and liabilities etc. stood transferred to Ambalal Sarabhai Enterprises Limited and Standard Pharmaceuticals became a division of the said Ambalal Sarabhai Enterprises Limited. By a registered Deed of Conveyance dated 21<sup>st</sup> August, 1997 and registered with the Additional District Sub Registrar Serampore Hooghly the said premises was sold, transferred and conveyed to the Standard Pharmaceuticals Ltd. The said document was entered into **Deed No - 4324** for the year **1997**.

B. Standard Pharmaceuticals Ltd, became the absolute Owner of the property situated at the premises no. 1, D’cruze Garden Lane, Srerampur, Hooghly by virtue of the above referred registered Deed of Conveyance and

thereafter it mutated its name in the record of Srirampur Municipality and has been paying the rates and taxes regularly to the Srirampur Municipality. The right, title and interest in respect of the said land is secured and protected in the name of the company.

**C.** Subsequently a Scheme of Rehabilitation & Merger was submitted to and passed by the Hon'ble Bench of BIFR marked JUNE 2003, for survival of the units and the Hon'ble bench allowed the merger of the subsidiaries namely Opec Innovation Ltd. with STANDARD PHARMACEUTICAL LIMITED and the Hon'ble Bench and Govt. of West Bengal allowed the company to sell and develop its Land in Serampore & Kolkata for the revival of the units. **Since then it became earmarked to commercial exploitation and/or development and/or promoting the said land by constructing residential flat meant for sale.**

**D.** Standard Pharmaceuticals Limited wished to develop a portion of the Land and submitted a plan to the authorities Named Serampore Municipality for dividing its entire property into 5 portions for the purpose of the development and the same was accepted by the office of the Municipal Councilors and the Land was divided as follows upon payment of requisite charge and mutation fees vide Letter No. 1141/A/7-17 dated 31.10.2014. The Property was divided as follows and the balance remained as it is.

1A. D'cruze Garden Lane having area of	82.6 Cottahs
1B. D'cruze Garden Lane having area of	78 Cottahs
1C. D'cruze Garden Lane having area of	127.6 Cottahs
1D. D'cruze Garden Lane having area of	89.6Cottahs

**E.** A plan for construction of residential building on premises No. 1/B, D'cruze Garden Lane, Serampore, District : Hooghly was submitted and sanctioned by the Serampore Municipality on 17.03.2015 being building petition no 429 dated 28.11.2014, more fully described in Schedule 'A' to this agreement Standard Pharmaceuticals Ltd (Owner) is the absolute and lawful owner of 5217.39 square meters situated at Mouza- Mahesh in subdivision Serampore & District Hooghly etc. ("Said Land") vide sale deed(s) dated 21<sup>st</sup> August 1997 . Registered as document no. 4324 At the office of the Sub-Registrar. The owner and the promoter have entered into a [collaboration development/ joint development] agreement dated 3<sup>rd</sup> August 2017 Registered as document no. 1974 /17 at the office of the Sub-Registrar.

**F.** Standard Pharmaceuticals Limited on being satisfied about the credentials of Pushppalki Realty Pvt. Ltd. appointed it as the Promoter of the said premises for commercial exploitation, development and sale of the property in terms of the said sanction on certain terms and conditions agreed upon by and between both the parties and which have been reduced to writing in

a development agreement signed within and between them. The said Development Agreement was registered in the office of ARA-III ,Kolkata and recorded in Book no.1, Volume No 1903, Pages 63136 to 63183 being Deed no 1974 for the year of 2017 and accordingly the Standard Pharmaceuticals Ltd. has given a POWER OF ATTORNEY in favour of the PROMOTER for development and sale of the property being developed herein which is registered in the office of ARA-III and recorded in book No.IV Volume No 1903, Pages 38867 to 38897 being Deed No. 1258 for the year of 2018.

The Promoter shall construct the said buildings/blocks consisting of ground and 4 (four) upper floors on each building/block on the said land in accordance with the plans approved by the appropriate authorities and/or according to the modifications thereof as may be required by such authorities.

**G.** That after being fully satisfied about the title and development rights of the Promoter of the said premises and also the said sanctioned plan the Allottee(s) agree/s to acquire the said Residential **Flat No.1-F** on the **1<sup>st</sup> Floor, of Building No.-7, Block-B** , measuring Super Built-up area approximately **722 Sq.ft.** be the same a little more or less and subject to actual measurement in “**Sridhar Vihar**” at 1/B, D’Cruze Garden Lane, Serampore, Hooghly, more fully described in Schedule ‘B’ hereto for a total consideration of **Rs.14,44,000/- (Rupees Fourteen Lacs Forty Four Thousands only)** to be paid by the Allottee(s) to the Promoter. The

payment schedule for payment of the said consideration is stated in schedule 'C' to this agreement. The above consideration money does not include G.S.T or any other taxes.

**N.B.:**

Price includes proportionate share of cost of Common Portions together with proportionate undivided share and interest in the land comprised only in the building.

Price excludes cost of additional features/facilities provided at the request of the Allottee(s).

The price excludes any form of taxes such as G.S.T or other taxes as may be applicable and the Allottee will be required to make separate payment for the same as may be applicable.

The Price excludes any area that may be required for 2-wheeler or 4-wheeler parking and the Allottee will be required to make additional payment for such parking space.

The price excludes Deposit and charges of electric meter to be provided by CESC Limited/State Electricity Board, costs for registration of transfer documents, legal fees, deposit for maintenance and taxes, any costs involved in forming of association, any sort of club membership etc. Such costs will be paid over and above the said consideration and the details of which are mentioned in Schedule 'C' to this agreement.

**H.** The Allottee hereby agrees to make payment to the Promoter all amounts as per the Schedules of this agreement as and when it becomes due. The

Allottee(s) also agrees to pay the Promoter interest not less than 15% per annum on all the amounts, which shall become due and payable by the Allottee(s) to the Promoter under these present, effective from the date the said amount become due and payable by the Allottee(s) to the Promoter and not paid in the manner as agreed in this agreement and/or in default thereof. Provided however payment of the interest shall not be deemed as the waiver of the right of the Promoter of cancellation of the instant Agreement by the Promoter on account of any default committed by the Allottee(s) in making payments of any installments by the Allottee(s) to the Promoter on due date and/or on account of breach of any of the terms and conditions therein contained committed by the Allottee(s).

- I.** Upon payment of the entire consideration money mentioned and stated herein and as per the Schedules of this agreement the allotment of the said unit in favour of the Allottee shall be complete, possession shall be delivered and the Promoter shall arrange to execute and register necessary deed of conveyance and transfer the said flat as may be desired by the Allottee.
- J.** In the event the Allottee(s) commit any default in payment of any amount due and payable by the Allottee(s) to the Promoter under this Agreement or the Allottee(s) committed breach of any of the terms and conditions herein contained, the Promoter shall refund the money paid by the Allottee(s) under this Agreement after deduction not less than 5% of the amount deposited by the Allottee(s) or in the alternative as the Promoter may find



justifiable by the way of liquidated damages for the breach of the instant Agreement.

- K.** The Allottee shall be allowed to inspect the said unit at the time of construction by the Promoter during normal business hours provided however the Allottee gives 24 hours prior notice in writing to the Promoter requesting permission for such inspection.
- L.** In addition to the total consideration mentioned in Schedule 'C' to this agreement, the Allottee shall also pay to the Promoter additional expenses incurred by the Promoter due to variation or extra work over and above those mentioned in Schedule 'D' to this agreement on request of the Allottee or that is caused by an event that is unavoidable and adds value to the flat purchased.
- M.** The Allottee shall bear and pay stamp duty, registration charges, G.S.T and all other taxes, levies, miscellaneous and other expenses in respect of all documents and papers for affecting the sale and conveyance of the said unit including mutation, separation and apportionment of the taxes in the name of the Allottee.
- N.** The Allottee(s) shall be given possession of the aforesaid flat within 4 years from the date of signing this agreement, or so soon thereafter the said project and/or the buildings/blocks are/is ready for use and occupation, and/or delivery provided that the Allottee(s) has duly paid to the Promoter the entire amount of the consideration as mentioned in this agreement and

its schedules acquiring the said flat and all other payment by way of reimbursement of other costs and expenses and the deposits to be made and the monies to be deposited by the Allottee(s) with the Promoter under the terms of the instant Agreement and the Promoter has transferred and/or conveyed and/or executed a duly registered Deed of Conveyance in respect of the said flat.

**O.** The aforesaid time of completion shall stand extended if the same is delayed due to any force majeure subject to Promoter informing the Allottee about the same in writing within 30 days from the date of such force majeure having commenced. The Allottee agrees that he shall not make any claim or compensation or charges for the delay caused.

**P.** Completion certificate shall be obtained from the architect of the building certifying that the said unit has been constructed and completed in all respects as per the requirements and is in habitable condition.

**Q.** The Allottee shall unless he takes the possession earlier, be deemed to have taken possession of the said unit upon expiry of seven days of service of notice for delivery of possession by the Promoter to the Allottee, hereinafter referred to as Date Of Possession, irrespective of when the Allottee takes actual possession of the said unit.

**R.** The Allottee undertakes not to do or cause to be done any act, deed or thing by virtue of which the construction at the said premises or units is either hampered, obstructed, delayed or stopped.

- S.** Upon taking the possession the Allottee consents and undertakes to cooperate with the Promoter in all aspects in the management and maintenance of the new building and/or the said premises and to sign all necessary documents required for the purpose of formation and/or registration of a Flat Owners' Association that may be formed by the Promoter on behalf of the Allottee(s) of the flats that may have been occupied or unsold and be it clearly understood that execution of the aforesaid documents by the Allottee(s) shall be an essential pre-condition for occupation of the said flat by the Allottee(s). The Allottee further undertakes that he/she/they shall not take any steps to form any owner's association or any similar organization by whatever name called without written permission of the Promoter. The Promoter shall hand over the association formed to the Allottee(s) once the project is completed. All expenses for the formation and registration of such organization including the legal charges will be borne by the Allottee.
- T.** Upon taking possession the Allottee undertakes to observe and follow the rules and regulations made and conveyed from time to time by the Promoter or the management organization and also agrees to pay the common expenses incurred by the Promoter or the Management Organization for common purpose.
- U.** Upon taking possession the Allottee covenants to allow on prior notice the Promoter or his representative with or without their workmen to enter into

the said unit for completion or repair and maintenance of any portion of the said unit for common purpose of the building/ buildings or the project.

**V.** Once the possession of the said flat is handed over by the Promoter to the Allottee(s), the Allottee(s) shall not be able and/or entitle to make any objection in regard to the quality of workmanship or the materials used for construction or any other matter in connection with the said flat and the said garage (nor can make any claim in this behalf). The fittings, fixtures and amenities to be made and provided by the Promoter shall be in accordance with the specifications mentioned in the **SCHEDULE - 'D'** mentioned hereunder (***hereinafter referred to as "the said fitting, fixtures and amenities"***).

**W.** Nothing contained herein shall be construed or deemed as a transfer or demise in law of the said flat in favour of the Allottee(s). The Allottee(s) shall be entitled to a proper Deed of Conveyance at his/ her/their/it costs in his/her/their/its favour in respect of the said flat only after all payments in respect thereof as mentioned herein in this agreement and its schedules shall have been made by the Allottee(s) to the Promoter.

**X.** After the possession of the said flat along is given to the Allottee(s), the Allottee(s) shall be liable to pay the Promoter regularly and punctually whether demanded or not at all time his/her/their/its proportionate share of common expenses including the Municipal taxes and Expenses till separate assessment of the said unit is assessed in respect of the said flat. All rates, taxes, dues, duties, impositions, outgoings, burden, water

charges, insurance premium and maintenance and common lights charges, repairs, salaries & Bonus and other benefits of the employees (bill collector, chowkidar, lift man, gardener, caretaker, accountant, sweepers, plumber, electrician, any other staff employed for common purpose etc.) electricity bill incurred for running the equipment such as water pumps, Lift Etc. and lighting the common areas inside the building and also including areas outside the building and driveway and open areas and all other expenses incidental to the management and maintenance of the said building, whether the same are imposed, levied or paid by the Promoter and it is hereby agreed that the aforesaid proportionate share as fixed by the Promoter every month shall be paid by the Allottee(s) regularly and punctually on or before the 7<sup>th</sup> day of the month next after the month for which the same are due and payable.

- Y.** Upon taking possession of the said unit the Allottee shall also be liable to pay all operational expenses for running and maintaining all machines and equipment and installations such as Generator, Lifts, Water pumps with motor, security camera, Intercom Etc. and pay for the repairs and replacement if required of the same in the event there is some defects in any equipment used for common purpose. The Allottee also agrees and undertakes to pay and contribute to any other outgoing or expenses on account of maintenance and upkeep or for installation etc. of any facility upon demand by the Promoter without challenging the Promoter for the same.

**Z.** Upon taking possession of the unit, the Allottee undertakes not to use the same for any purpose other than his/her private residence. He further undertakes not to use the same in a way that may cause nuisance to other flat owners in the building.

**AA.** Upon taking possession of the said unit the Allottee undertakes not to deface or try to change the exterior of the building in any way. He undertakes not to put any poster, banner or promotional material such as hoarding in any place on the exterior of the building including his own veranda or window. He shall not shift or open any new window or ventilation without written permission of the Promoter. He shall not bring any external wiring for use within his flat for the purpose of Wireless Internet or Cable Television etc., without written permission of the Promoter. He shall not place any article on the common areas including the lift lobby.

**BB.** Upon taking possession the Allottee confirms that he shall not make any changes to the structure of the building both interior and exterior. He further undertakes not to create or build any Loft or Water tank within his unit or its bathroom or kitchen without written permission of the Promoter. The Promoter shall not be held responsible for any damage to the structure of building if such construction is done by the Allottee.

**CC.** The Allottee shall not claim any right over the roof/terrace and over and in respect of other common open space in the project that has not being transferred or conveyed to the Allottee.

**DD.** The Allottee shall not store or bring in the flat any article or substance of combustible nature and comply with all the recommendations of the fire authority. The Promoter shall not be responsible for any accident that may have occurred due to not following the recommendations of the Fire Authority by the Allottee.

**EE.** The Allottee shall pay the maintenance charges from the date of possession and any G.S.T there upon as per the bill raised by the Promoter. The Promoter shall continue to maintain the building till such time as maintenance organization is formed and starts looking after the maintenance. The Allottee shall raise no objection related to the bills raised by the Promoter and the accounts will be available to scrutiny every quarter for the previous quarter.

**FF.** The Allottee(s) shall before taking possession of the said flat keep and maintain with the Promoter the following deposits viz. @ Rs 10000/- For 2 BHK & 15000 For 3 BHK as Sinking Fund. Such deposit shall not carry any interest on it. In case the Allottee refuse to pay the deposit, the Promoter shall have a right to treat it as a default and shall not be liable to deliver the possession of the unit to the Allottee. The Promoter shall transfer the said deposit to the management organization when it is formed after deducting all payables till date.

**GG.** Until the Promoter receives the Municipal taxes bill in respect of the said property the Allottee(s) agrees and undertakes to pay the vendor provisionally as determined by the Promoter considering the valuation of

the said flat towards the aforesaid outgoings from the date of the occupation of the said flat along with the said garage .

**HH.** That the Allottee(s) shall be responsible for all the internal repairs for his/her/their/its flat agreed to be acquired by him/her/them/its costs and maintain the same in good condition and state/order and repairs and shall observe all the rules and bye-laws of the Authority and shall not do or suffer to be done anything into upon the said building of the flat, which may be against the provisions, rules of the local authorities and he/she/they/it shall be responsible for anything done to the contrary and liable for the consequences thereof.

**II.** The Allottee(s) shall not assign and/or his/her/their/its right or interest in the said flat as derived under this Agreement until full payment in respect of thereof as agreed hereunder has been paid to the Promoter and thereafter a duly registered Deed of Conveyance is executed, ratified and attested by the Promoter in favour of the Allottee(s). Nevertheless in the event of Allottee(s) express his/ her/ their/its intention to assign/nominate and/or transfer his/ her/ their/its existing right in the said flat unto and in favour of an assignee/ nominee/transferee introduced by the Allottee(s) before the execution of registration of the Deed of Conveyance, the same shall be subject to the sole discretion and/or consent of the Promoter. The Promoter has a right to charge an amount of not more than 10% of the value of the unit for affecting such assignment.



**JJ.** The Allottee(s) shall be bound to sign all paper and/or documents and do all other acts and deeds things as the Promoter lawfully require him/her/them/it to do from time to time in this regard for safeguarding the property and interest of other Allottee(s) or flat owners.

**KK.** The Allottee(s) shall not use the said flat for any purpose other than for residence, and for no other purpose except with the written permission of the Promoter.

**LL.** If the Promoter is not able to give possession of the said flat to the Allottee(s) on account of any reasonable cause, the Allottee(s) shall not be entitled to any damages whatsoever, but he/she/they/it shall be entitled to receive back the money paid by him/her/them/it to Promoter towards consideration of the said flat and garage.

**MM.** It is hereby agreed and declared that the interest of the Allottee(s) in the said land and building is impartible and the Allottee(s) shall at no time demand partition of his/her/their/its flat or interest in the undivided common area of the said building.

**NN.** It is hereby further agreed and declared that it shall not be hereafter open to the Allottee(s) to dispute to the title of the Promoter to the said land and/or building thereon.

**OO.** The Allottee(s) further covenants with the Promoter that he/she/they/it shall not demolish or cause demolition of any part or portion of the said building nor shall make or cause to be made any new construction of whatsoever nature in the said building or any part thereof nor will

he/she/they/it make any additions or alternations to the said flat and garage with the previous consent in writing of the Promoter.

**PP.** The Allottee(s) hereby further agree/s to pay in addition to the consideration as hereby agreed upon all statutory levies and taxes which may be payable or leviable on the Allottee(s) such as G.S.T, any Local Body Tax or any other tax or duty which the Promoter is or may become liable to pay or to collect from the Allottee(s).

**QQ.** It has been agreed between the Promoter and Allottee(s) that this agreement is purely an agreement for sale of the said flat together with the undivided proportionate share of land attributable to the said flat after its completion which would be effected by execution of the Deed of Conveyance to be registered before the Sub-Registrar of Assurances on payment of applicable stamp duty by the Allottee(s) under Transfer of Property Act. It is, therefore, clearly understood that till such time the Deed of Conveyance is not executed and registered with the Sub-Registrar the said Unit (comprising of the super structure together with undivided share of land) would remain as the property of the Promoter and the Promoter will only be liable to refund the earnest money or advance paid by the Allottee(s) to the Promoter in the event of this agreement coming to end for any defaults and/or breaches.

**RR.** In case the West Bengal State Electricity Board or Calcutta Electric Supply Corporation Limited requires or demands construction of the sub-station or space for setting up a transformer and related laying of cables

before supplying the necessary domestic power to the proposed building or buildings the Allottee(s) shall contribute to its cost proportionately as determined by the Promoter.

SS. The open areas in the said Building as well as the said Premises including all car/two wheelers parking spaces which are not required for egress to and/or ingress from the said Unit and/or the areas which do not form part of the Common Parts and portions will be the exclusive property of the PROMOTER with absolute right to sell, transfer and/or otherwise dispose of the same or any part thereof.

TT. Notwithstanding what has been contained in this Agreement, the right of the ALLOTTEE is confined only to the said unit absolutely and free right to ingress to and egress from the said Unit and further right on the undivided proportionate impartible land area beneath the construction as shown in the said sanctioned building plans and the said building permits but without having any right on any future sanction that may be given on the said premises by the Serampore Municipality, whether on the existing building or otherwise and construction actually made in the said premises.

UU. Notwithstanding what has been stated elsewhere in the Agreement it is made abundantly clear that the right, title and interest of the ALLOTTEE is confined only to the said Unit and the PROMOTER is entitled to sell and/or dispose of all other portions of the said premises to any third party at their sole discretion and to which the ALLOTTEE under no circumstances shall be entitled to raise any objection thereof.

VV. Natural materials like marble, granite, wood, sandstone etc. contain veins with inherent structural differences, as a result of which colour and marking caused by their mineral complex composition, inherent impurities are likely to occur. While the PROMOTER shall take every care to ensure construction and completion of the unit as per the specifications annexed hereto, the PROMOTER shall not be responsible or accountable for any deterioration in the quality of such natural materials like cracks, discolouring etc. which are the direct result of the effects of nature. Granite Tiles/Slabs are pre-polished and care shall be taken in their installation. However, being a much harder material than marble it cannot be polished after installation and hence some differences may be left at the joints.

**WW.** Due to any unavoidable circumstances, act of God and due to non-availability of material, labour, power and water due to force majeure or strikes of any nature or by any Court's order of the Government or Semi-Government authority, the completion of construction and the handover of unit is delayed, the Allottee(s) shall neither be entitled to claim any compensation from the owner nor shall be entitled to cancel the agreement or demand refund of any amount.

XX. In the case of any dispute or difference arising out of, relating to this Agreement, the same will be settled by reference to the Sole named Arbitrator named and appointed by the Promoter under the provisions of the Arbitration and Conciliation Act, 1996 as amended from time to time.

YY. Only the Court within the Ordinary Original Civil Jurisdiction have jurisdiction to try, entertain and determine all proceedings arising out of this Agreement, including the Arbitration Proceedings etc. will be at Kolkata jurisdiction.

ZZ. All legal charges relating to the Agreement of Sale, Deed of Conveyance shall be paid for by the Allottee. The legal charges for execution of the documents excluding the stamp duty, Commissioning, registration etc. shall be as mentioned in the Schedule "C". The Advocate shall draft and finalize all documents of every nature whatsoever or howsoever relating to and touching with the said premises.

AAA. Force Majeure shall include any Flood, Earthquake, Storm, Tempest, War, Civil commotion, Riots, Change in any governmental /Statutory Notifications, Acts of God and/or any order/stipulations of the Courts/Statutory or Local Authorities and/or any prohibition order from any Court of Law or Statutory Authorities to which the Parties have no control. In such an event neither party shall have any claim on the other for delay on account of such force majeure.

BBB. The failure with or without intent of any party hereto to insist upon the performance by the other of any terms and/or provisions of this Agreement in strict conformity with the literal requirements hereof shall not be treated or deemed to constitute a modification of any of the terms and/or provisions hereof nor shall such failure or election be deemed to constitute a waiver of the right of such party at any time whatsoever

thereafter to insist upon performance by the other strictly in accordance with any of the terms and/or provisions of this Agreement.

CCC. No amendment or change hereof or addition hereto shall be effective or binding on either of the parties hereto unless set forth in writing and executed by the duly authorized representatives of each of the parties hereto.

DDD. Any matter which may come up at any time during the subsistence of this Agreement but not covered herein shall be decided mutually and in case the same cannot be decided mutually then the decision of the Advocate of the PROMOTER in such matters shall be binding upon the parties.

EEE. The Promoter has taken peaceful possession of the premises and commenced construction of the proposed Buildings/Blocks on the said land in accordance with the said plan.

FFF. the Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the said land on which Project is to be constructed have been completed.

GGG. Serampore Municipality has granted the commencement certificate to develop the Project being building petition no 429 dated 28.11.2014

HHH. the promoter has obtained the final layout plan, sanctioned plan, specification and approvals for the project and also for the apartment, plot or building, as the case may be from Serampore Municipality . The promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable.

III. The Promoter has been registered the project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at \_\_\_\_\_ on \_\_\_\_\_ under registration no.

JJJ. The proposed Residential Complex has been decided by the Promoter to be more popularly known as **'SRIDHAR VIHAR' (hereinafter referred to as "the said project")**. The Promoter has the sole right to use the name 'SRIDHAR VIHAR' and the Logo of the Project. The Allottee shall not claim to any right or ownership of the name and the logo at any time. The Promoter also reserves the right to change the name of the project and the Allottee shall raise no objection if the Promoter decides to do so at any point in time.

KKK. The Allottee has/have taken inspection of the copies of the relevant title deed and the approved plans in respect of the said land and the building proposed to be constructed thereon and is satisfied about the right

of the Promoter to the develop the land, and about the proposed building Scheme.

LLL. The allottee being so satisfied and in need of comfortable and suitable accommodation has approached the Promoter and is desirous of acquiring a self- contained residential flat admeasuring **722** Sq.Ft. super built up area which is marked and identified as **Flat No. 1-F** on the **1<sup>ST</sup> Floor** of **Building No-7, Block -B** as indicated in the said plan and the same is more fully described hereunder as **SCHEDULE – ‘B’ (herein after referred to as “the said flat”)**, upon the terms and conditions hereinafter mentioned. The Promoter agreed to sell the said flat at a consideration of **Rs.14,44,000/- (Rupees Fourteen Lacs Forty Four Thousands only)** being the highest market price and to avoid all kinds of difficulties, hardships, misunderstanding and/or ambiguity, the parties have decided to reduce their writing in this agreement for sale of the said flat agreed to be sold upon following terms and conditions hereinafter mentioned:

MMM. The Allottee had applied for an apartment in the Project vides application no. .... Dated ..... And has been allotted apartment no. .... Having carpet area of ..... Square feet, type ....., on .... Floor in [tower/block/building] no. .... ("Building") along with garage/covered parking no. .... admeasuring ..... square feet in the ..... [Please insert the location of the garage/covered parking], as permissible



under the applicable law and of pro rata share in the common areas ("Common Area") as defined under clause (m) of section 2 of the Act (hereinafter referred to as the "Apartment" more particularly described in Schedule-B and the floor plan of the apartment is annexed hereto and marked in Schedule-B)

NNN. The Parties have gone through all the terms & conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.

OOO. The Parties hereby confirm that they are signing this Agreement with full knowledge of the all laws, rules, regulations, notifications etc. applicable to the Project.

PPP. 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;

QQQ. 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/Plot] and the garage/covered parking (if applicable) as specified in Para G.

**NOW THEREFORE, in consideration of the mutual representation, covenants, assurances, promises and agreement 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 / Plot] as specified in Para 'G'

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

Block/Building/ Tower 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, 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 / 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) upto the date of the handing over the possession of the Apartment/Plot to the allottee and the Project to the association of allottees or the competent authority, as the case may be, after obtaining the completion certificate;

Provided that in case there is any change/ modification in the taxes, the subsequent amount payable by the Allottee(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/ Plot 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 putty/POP, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges. and includes cost for providing all other facilities, amenities and specification 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(s) hereby agrees to pay, due to increase on account of extra

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 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/ Plot/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 The Promoter shall confirm to the final carpet areas that has been allotted to the Allottee after full construction of the building is complete and the occupancy certificate is 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 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/ Plot as mentioned below:

- (i) The Allottee(s) shall have exclusive ownership of the Apartment/ Plot;
- (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/ Plot 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/ 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 to which the Allottee agrees that the Apartment/Plot 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 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 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 PUSHPPALKI REALTY PVT LTD payable at Kolkata.

3. **COMPLIANCE OF LAWS RELATING TO REMITTANCES:**

- 3.1 The Allottee, if reside 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 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 Allottee and such third party shall not have any right in the application/allotment of the said Apartment/ Plot 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/Plot], if any, in his/ her name and the Allottee undertakes not to object/ demand/ direct the Promoter to adjust his payments in any manner.

DOUBLE LOAN CASE:- PROJECT LOAN AND MORTGAGE LOAN

**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 of the Apartment/ Plot 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 .....(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 this 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 handover 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 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/ Plot].

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/ Plot], 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/ 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/ Plot]-** Upon receiving a written intimation from the Promoter as per Para 7.2 above, the Allottee(s) shall take possession of the [Apartment/ Plot] 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/ Plot] 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/ Plot] 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/ Plot] (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 Promoter 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/ Plot], 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/ Plot], 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;

*(In case there are any encumbrances provide details of such encumbrances including any rights, title, interest and name of party in or over such land)*

- (iv) There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the [Apartment/Plot];
  
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and [Apartment/Plot] 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/plot] 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/Plot] 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/Plot] 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/Plot] 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/ Plot 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;

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/ Plot], 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 two consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the [Apartment/ Plot] 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/ PLOT :**

The Promoter, on receipt of Total Price of the [Apartment/ Plot] as per Para 1.2 under the Agreement from the Allottee shall execute a conveyance deed and convey the title of the [Apartment/ Plot] 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].

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/ 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 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/ 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(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/ PLOT :**

15.1 Subject to Para 12 above, the Allottee(s) shall, after taking possession, be solely responsible to maintain the said [Apartment/ Plot] 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/ Plot], 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/ Plot, and keep the said Apartment/ Plot,, 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 guarantees 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 shall 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 not store any hazardous or combustible goods in the [Apartment/ Plot] or place any heavy material in the common passages or staircase of the building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Apartment.

15.3 The Allottee shall plan and distribute its 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/ Plot] 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 have been approved by the competent authorities and disclosed, except for as provided in this 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/ Plot/ Building] and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage for charge shall not affect the right and interest of the Allottee(s) who has taken or agreed to take such [Apartment/ Plot/ 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 .....  
*(Please insert the name of the apartment ownership Act).* 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 ARA-III Kolkata 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

21. **ENTIRE AGREEMENT:**

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter

hereof. and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Apartment/ Plot/ Building, as the case may be.

**22. RIGHT TO AMEND :**

This Agreement may only be amended through written consent of the Parties.

**23. PROVISIONS OF THIS AGREEMENT APPLICABLE 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/ Plot] and the Project shall equally be applicable to and enforceable against and by any subsequent Allottee of the [Apartment/ Plot], in case of a transfer, as the said obligations go along with the Apartment/ Plot 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/ Plot] bears to the total carpet area of all the [Apartments/Plots] in the Project.

**27. FURTHER ASSURANCES:**

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

**28. PLACE OF EXECUTION :**

The execution of this Agreement shall be completed only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar at ARA-III Kolkata

**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.....(Promoter's name )	Allottee(s) name
Address.....	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, plot or building, as the case may be, prior to the execution and registration of this agreement for sale of such apartment, plot or building, as the case may be, shall not be construed to limit the rights and interests of the

allottee under the agreement for sale or under the Act 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.

Any additional terms and conditions are not in derogation of or inconsistent with the terms and conditions set out in the WBHIRA Act and the Rules and Regulations made there under.



**SCHEDULE 'A' REFERRED TO ABOVE:**

**(hereinafter referred to as the "said land")**

**ALL THAT** piece and parcel of land admeasuring 5217.39 Square meters and/or 78 Cotthas, more or less with all structures standing thereon situated and lying at and being renumbered premises 1/B D'cruze Garden Lane, P.S.- P.O.- Serampore, Dist-Hooghly, West Bengal, Pin-712203 within Serampore Municipality, butted and bounded as follows:

**ON THE NORTH** :Premises No.1/C D'cruze Garden Lane Serampore ;

**ON THE EAST** :Land of Eastern Railways;

**ON THE SOUTH** :Premises No.1/A D'Cruze Garden lane Serampore ;

**ON THE WEST** :Premises No.1 D'Cruze Garden Lane Serampore;

**SCHUDULE- 'B' REFERRED TO ABOVE**

**(hereinafter referred to as "the said flat")**

**ALL THAT** the **Flat No. 1-F of Building No- 7 in Block-B** on the **1<sup>st</sup> Floor** measuring **722 Sq.ft.** super built up area, being the same a little more or less, subject to actual measurement, in the complex comprised in the housing project "**SRIDHAR VIHAR**"at Premises No.1/B D'cruze Garden Lane , P.S.- P.O.- Serampore, Dist-Hooghly, Pin-712203, constructed upon the demarcated part or portions of the said lands described in the SCHEDULE A above written including the rights of user of the common area in the building and the lands as shown in the map or plan kept with the Promoter.

**SCHEDULE - 'C' REFERRED TO ABOVE**

**(hereinafter referred to as "Payment Terms and Schedule")**

- 1) The consideration for the sale Flat as described in Schedule 'B' above and Proportionate Share in the land and Share of the common parts &

portions Shall be **Rs.14,44,000/- (Rupees Fourteen Lacs Forty Four Thousands only)**

- 2) Compulsory charges payable by the Allottee to the Promoter as herein mentioned
  - a) Security deposit for maintenance @Rs1/sq.ft for 6 months **Rs-4332/-**
  - b) Sinking fund **Rs-10000/-** For **2 BHK** Flat
  - c) Fixed Charges For Installation of Generator Set , Transformer For Electricity Supply and collapsible gate at Main Door **Rs.20,000/-** For **2 BHK** Flat.
  - d) Legal fees @ 1% for agreement for sale and Deed of Conveyance on total Consideration value for the said flat **Rs 14,440/-**
  - e) Stamp Duty, Registration Fees and other Incidental Charges for Govt. to be borne by the Allottee
  - f) Cost of Extra Work other than above mention work schedule to be borne by the Allottee
  - g) G.S.T and other taxes as applicable to be borne by the Allottee

**Payment Schedule:**

- 1) on booking Rs 50,000/-  
Within 1 month : 10% less 50000 ( paid on booking)
- 2) on completion of foundation of the building of the said flat  
10%
- 3) on completion of 1<sup>st</sup> floor slab casting of the of the said flat 10%
- 4) on completion of 2nd floor slab casting of the of the said flat 10%
- 5) on completion of 3rd floor slab casting of the of the said flat 10%

**Contd.....23**

- 6) on completion of 4th floor slab casting of the of the said flat 10%
- 7) on completion of brick work of ground floor 10%
- 8) on completion of brick work of 2<sup>nd</sup> floor 10%
- 9) on completion of brick work of 4th floor 10%
- 10) on possession 10%.

**(MODE OF PAYMENT OF THE TOTAL CONSIDERATION)**

**A)** A Sum of Rs.3,00,000/- (Rupees Three Lacs Only) received in cheques before execution of the Agreement.

**B)** Balance Sum of Rs.11,44,000/- (Rupees Eleven Lacs Forty Four Thousands only) due at the time of possession or as per Schedule which over is earlier.

**C)** Fixed charges Rs 48,772/- (Rupees Forty Eight Thousand Seven Hundred Seventy Two Thousands Only) to be paid before possession of the flat or completion of the flat whichever is earlier

**SCHEDULE – ‘D’ REFERRED TO ABOVE**

**(hereinafter referred to as “*the said fitting, fixtures and amenities*”).**

**(Common Portions)**

**1. Areas :**

- (a) Open and/or covered paths and passages; (b) Lobbies and staircases;
- (c) Access to the Roof and/or Terrace on the top floor of the New



Building; (d) Stair Head Room, Lift Machine Room, Lift well; (e) Boundary Walls and main gates of the New Building.

**2. Water and plumbing :**

(a) Water reservoirs; (b) Water tanks; (c) Water pipes (save those inside any Flat); (d) Deep Tube well, if any.

**3. Electrical installations :**

(a) Wiring and accessories for lighting of Common Area;  
(b) Electrical installations relating to meter for receiving electricity from CESC Ltd./ WBSEDCL,  
(c) Pump and motor; (d) Lift and lift machinery.

**4. Drains**

(a) Drains, sewers and pipes;  
(b) Drainage connection with Municipal Drain.

**Contd....24**

**5. Others**

Other Common Areas and installations and/or equipments as are provided in the New Building for common use and enjoyment

**(Specification)**

**(Common Areas)**

**Specification of Construction**

**FOUNDATION :**

RCC foundation and framed structure for ground plus ten floors.

**FLOORS :**

Marble flooring in entire flat.

**DOORS :**

Frames of good quality wood and flush doors and hot pressed phenol bonded commercial quality. Main door will be provided with Lock and night latch.

**WINDOWS :**

Aluminium Windows will be provided with glass panes.

**KITCHEN :**

Cooking platform with steel sink and black granite top and coloured ceramic tiles above cooking platform upto 3 ft. height. Two Nos. C.P. bib cock and will be provided in the kitchen.

**TOILET :**

Ceramic Tiles upto six feet height from floor level including skirting concealed piping, Geyser Point, shower point, washbasin and Indian/W.C. with cistern. All the fittings will be of C.P. brass of genuine make.

**ELECTRICAL WIRING :**

All wiring will be concealed copper and adequate outlet sockets will be provided.

**GENERATOR :**

For lighting the common service areas.

**WATER SUPPLY :**

Corporation/Boring water will be provided in the complex.

**INTERIOR WALL COASTS :**

All the interior walls will be finished with a coat of Plaster of Paris.

**LIFT :**

Automatic passenger Lifts of reputed brand shall be provided.

**COMMON TERRACE :**

Common roof meant for common use.

**FIRE FIGHTING :**

Fire fighting arrangements as required by The West Bengal Fire Service.

**MAINTENANCE :**

Common services for flat shall, until these are handed over the Allottee(s), be maintained by the Owner/or by their agencies and the service charges shall be payable by the Allottee(s).

**ELECTRIC METER :**

Procurement of Electric Meter for each flat from CESC shall be on account and cost of flat buyer.

**TRANSFER AND REGISTRATION :**

The cost and expenses for preparing Agreement, Sale Deed, Stamping, Registration Solicitors/Advocates Fees, other duties and charges as applicable on the date of transfer and Registration shall be on account of the Allottee(s).

**(Common Expenses)**

1. **Association** : Establishment and all other capital and operational expenses of the Association.
2. **Common Utilities** : All charges and deposits for supplies of common utilities.
3. **Electricity** : All charges for the electricity consumed for the operation of the common machinery and equipment.
4. **Fire Fighting** : Cost of operating the fire-fighting equipments and personnel, if any.
5. **Insurance** : All expenses for insuring the New Building and/or the Common Portions, inter-alia, against earthquake, fire, mob violence, damages, civil commotion etc.
6. **Litigation** : All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Portion.
7. **Maintenance** : All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the Common Portions, including the exterior or interior (but not inside any Flat) walls of the New Building.
8. **Operational** : All expenses for running and operating all machinery, equipments and installations comprised in the Common Portions, including lifts, pumps and other common installations including, their license fees, taxes and other levies (if any) and the lights of the Common Areas.

9. **Rates and taxes** : Municipal Tax, Multistoried Building Tax, Water Tax and other levies in respect of the New Building Save those separately assessed on the Allottee(s).
10. **Reserves** : Creation of fund for replacement, renovation and other periodic expenses.
11. **Staff** : The salaries of and all other expenses on the staff to be employed for the Common Purposes, viz. manager, clerks, security personnel, liftmen, sweepers, plumbers, electricians etc. including their perquisites<sup>1</sup>, bonus and other emoluments and benefits.

*Please affix  
photographs  
and sign  
across the  
photograph*

**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.

*Please affix  
photographs  
and sign  
across the  
photograph*

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

Allottee: (including joint buyers)

(1) Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

(2) Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

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

Promoter:

(1) Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

At \_\_\_\_\_ on \_\_\_\_\_ in the presence of:

**WITNESSES:**

1. Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

2. Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

*Please affix  
photographs  
and sign  
across the  
photograph*