

This **AGREEMENT FOR SALE (AGREEMENT)** executed on this  
\_\_\_\_\_ **(Date)** day of \_\_\_\_\_ **(Month), 2020**

**BY & BETWEEN,**

**SHARMA SARKAR CONSTRUCTION PVT. LTD.**, Having PAN: “**ABCCS9846G**”, A Private Limited Company, incorporated under the provisions of Companies Act, 2013, with the **Corporate Identity Number** : “**U45309WB2019PTC234967**”, Having its Registered Office at:- 558, Rishi Bankim Chandra Road, Post Office – Hazinagar, Police Station – Naihati, District – North 24 Parganas, Pin Code – 743135, West Bengal, duly Represented by one of its Director, **SRI INDRAJIT SHARMA SARKER**, Son of Late Jogadhir Sharma Sarkar, Having “**PAN: ALFPS5249D**”, Having “**AADHAR: 990226934341**”, by Faith – Hindu, by Occupation – Business, Residing at :- Post Office – FingaPara, Police Station – Jagaddal, District – North 24 Parganas, Pin Code – 743129, West Bengal, duly authorized hereinafter called the “**PROMOTER**” (which expression shall unless repugnant to the context meaning thereof be deemed to mean and include successors-in-interest and permitted assigns)

**AND,**

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

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

**DEFINITIONS:**

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

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

**b) “RULES”** means the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2018;

**c) “REGULATIONS”** means the Regulations made under the West Bengal Housing industry Regulation Act, 2017;

d) “SECTION” means a Section of the Act.

**WHEREAS:**

**A. SRI. TAPAS KUMAR BASU, Having PAN: ADLPB0896M**, Son of Late Kamal Kumar Basu, by Faith – Hindu, by Occupation – Retired, Residing at:- 6, Abhay Ghosh Road, Post Office & Police Station- Naihati, District – North 24 Parganas, West Bengal, is the absolute and lawful owner of piece and parcel of Bastu Land measuring about **07.27 Decimal**, comprised in R.S. Dag No. 808, corresponding to L.R. Dag No. 1296, under R.S. Khatian No. 600, corresponding to L.R. Khatian No. 12175, J.L. No. 03, Re Sa No. 21, Mouza – Naihati, lying & situated at:- Holding No. 6, Abhay Ghosh Road, under Ward No. 8 of the Naihati Municipality, under Post Office & Police Station- Naihati, Additional District Sub – Registrar Office at Naihati, District – North 24 Parganas, West Bengal, *vide Deed of Gift dated 30/11/2018 being No. 09501 for the year 2018*, duly registered at the Office of Additional District Sub – Registrar at Naihati,

**AND** another piece and parcel of Bastu Land measuring about **03.99 Decimal**, comprised in R.S. Dag No. 808/2675, corresponding to L.R. Dag No. 1298, under R.S. Khatian No. 600, corresponding to L.R. Khatian No. 12175, J.L. No. 03, Re Sa No. 21, Mouza – Naihati, lying & situated at:- Holding No. 6, Abhay Ghosh Road, under Ward No. 8 of the Naihati Municipality, under Post Office & Police Station- Naihati, Additional District Sub – Registrar Office at Naihati, District – North 24 Parganas, West Bengal, *vide Deed of Gift dated 01/10/1993 being No. 5647 for the year 1993*, duly registered at the Office of Additional District Sub – Registrar at Naihati,

**AND** another piece and parcel of Bastu Land measuring about **01.85 Decimal**, comprised in R.S. Dag No. 809, corresponding to L.R. Dag No. 1299, under R.S. Khatian No. 601, corresponding to L.R. Khatian No. 12175, J.L. No. 03, Re Sa No. 21, Mouza – Naihati, lying & situated at:- Holding No. 6, Abhay Ghosh Road, under Ward No. 8 of the Naihati Municipality, under Post Office & Police Station- Naihati, Additional District Sub – Registrar Office at Naihati, District – North 24 Parganas, West Bengal, *vide Deed of Gift dated 30/11/2018 being No. 09502 for the year 2018*, duly registered at the Office of

Additional District Sub – Registrar at Naihati. Thus, **Total Land** measuring about **13.11 Decimal** along with an old dilapidated building measuring about **200 Sq. Ft.** under Police Station- Naihati, A.D.S.R.O. Naihati, District – North 24 Parganas, West Bengal.

**B.** That Tapas Kumar Basu, the Owner of the plot of land as mentioned in Clause “A” above with a view to raise a multi – storied building duly invited the Promoter as well as entered into a **Development Agreement** on **13/12/2019** as was registered at the Office of the Additional Sub – Registrar at Naihati, District – North 24 Parganas, *vide Deed No. 150708572 for the year 2019* with certain terms & conditions who further authorized the Promoter to act as his Attorney through execution of a **Development Power of Attorney** dated **13/12/2019** as was registered at the Office of the Additional Sub – Registrar at Naihati, District – North 24 Parganas, *vide Deed No. 8583 for the year 2019*;

**C.** The Said Land is earmarked for the for the purpose of building commercial cum residential project comprising multi-storied apartment buildings and the said project shall be known a **“PROJECT”**

**D.** 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.

**E.** The **Naihati Municipality** has granted the commencement certificate to develop the project vide approval dated 28/08/2019 vide bearing permit number 24370

**F.** The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the apartment, plot or building, as the case may be from **Naihati 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;

**G.** The Promoter has registered the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at ..... on ..... under Registration No. ....

**H.** The Allottee had applied for an apartment in the Project vide Application No. \_\_\_\_\_ dated \_\_\_\_\_ and has been allotted **Apartment No.** \_\_\_\_\_ having \_\_\_\_\_ Carpet Area of \_\_\_\_\_ Square Feet, on floor \_\_\_\_\_

no..... in building “ PUSHPA KAMAL APARTMENT” along with Garage/Covered Parking \_\_\_\_\_ (if any) admeasuring \_\_\_\_\_ square feet (if any) in the ground floor [Please insert the location of the garage/covered parking], as permissible under the application 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 the Schedule A and the floor plans or the apartment is annexed hereto and marked as Schedule B);

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

**J.** The Allottee has independently examined and verified or caused to be examined and verified and is fully aware of and thoroughly satisfied about the following:-

- i) The ownership and title of the Premises and the documents relating thereto;
- ii) The Plans sanctioned by the Corporation and the necessary approvals and permissions;
- iii) The right, title, interest and entitlement of the Promoter in respect of the Premises; and
- iv) The Carpet Area, Built-up Area and the Super Built-up Area of the Said Apartment.

**K.** The Allottee undertakes and covenants not to raise henceforth any objection or make any requisition regarding the above and also waives the right, if any, to do so.

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

**M.** 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.

N. 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 said Apartment and the garage covered parking (if applicable) as specified in Para G.

**NOW THEREFORE, in consideration of the mutual representation conveys, assurance, promises and agreement contained herein and other good and valuable consideration, the Parties agree as follows:**

**1.TERMS:**

**1.1** Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the said Apartment as specified in Para H.

**1.2** The Total Price for the said Apartment based on the Carpet Area is Rs. \_\_\_\_\_(Rupees \_\_\_\_\_) only (“Total Price”) (Give break up and description):

Block/Building/Tower No. ....	Rate of Apartment/Sq. Ft.*
Apartment No. ....	
Type .....	
Floor .....	
Total Price (in Rupees)	

\*Provide breakup of the amounts such as cost of apartment, cost of exclusive balcony or verandah areas, cost of exclusive open terrace areas, proportionate cost of common areas, preferential location charges, taxes, and maintenance charges as per Para II etc., if/as applicable

Flat	
Garage	
Total Price (in Rupees)	

**Explanation:**

(i) The Total Price above includes the booking amount paid by the Allottee to the Promoter toward the said Apartment;

(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 date of handing over the possession of the said Apartment 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; which is more particularly described in schedule- A & C.

Provided that in case there is any charge / modification in the taxes, the subsequent amount payable by the Allottee to the promoter shall be increased/reduced based on such change/ modification;

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

(iii) The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment demanded by the promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notification together with dates from which taxes/levies etc. have been imposed or become effective;

(iv) The Total Price of said Apartment includes recovery of price of land, construction of not only the Apartment but also the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire protection and, includes cost for providing all other facilities, amenities and specification to be provided within the said Apartment and the Project as mentioned in **Schedule D**.

**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, that Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority as per the Act, the same shall not be charged from the Allottee.

**1.4** The Allottee(s) shall make the payment as per the payment plan set out in **Schedule 'C' ("Payment Plan")**.

**1.5** The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @.....% per annum for the period by which the respective installments has been postponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to and Allottee by the Promoter.

**1.6** It is agreed that the Promoter shall not make any additions and alteration in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at **Schedule 'D'** in respect of the said Apartment, without the previous written consent of the Allottee as per the provision of the Act and the Promoter may make such minor additions or alteration 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 construction of the Building is complete and the occupancy certificate\* is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter, If there is reduction in the carpet area then the Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such and excess amount was paid by the Allottee. If



there is any increase in the carpet area of the apartment, allotted to Allottee, the Promoter may demand that from the Allottee as per the next Milestone of the Payment Plan as provided in **Schedule “C”**. All these monetary adjustments shall be made at the same rate per square feet as agreed in **Para 1.2** of this Agreement.

**1.8** Subject to the Allottee not committing any default in terms of this Agreement including the Clause 9.3 hereunder, the Promoter agrees and acknowledges, the Allottee shall have the right to the said Apartment as mentioned below:

(i) The Allottee shall have exclusive ownership of the said Apartment as described in **Schedule “B”**;

(ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc. without causing any inconvenience or hindrance to them, It is clarified that the promoter shall hand over the common areas to the association of Allottees after duly obtaining the completion certificate from the competent authority as provided in the Act;

(iii) That the computation of the price of the said Apartment includes recovery of price of land, construction of not only the said Apartment but also the Common Areas and includes cost of providing all facilities, amenities and specifications to be provided within the said Apartment and the Project as mentioned in **Schedule “C” & “D”** including the 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 detections and firefighting equipment in the common areas, maintenance charges.

(iv) The Allottee has the right to visit the project site to assess the extent of development of the project and his apartment, as the case may be.

**1.9** It is made clear by the Promoter and the Allottee agrees that the said Apartment along with \_\_\_\_\_ garage/covered parking (if any) shall be treated as a single indivisible unit for all purposes. It is agree that if 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 projects in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is

clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.

**1.10** The Promoter agrees to pay all outgoings before transferring the physical possession of the apartment to the Allottees, which it has collected from the Allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institution, 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 Allottees, 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 take 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 said Apartment at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the said Apartment as prescribed in the Payment Plan as mentioned in **Schedule "C"** whether demanded by the Promoter or not, within the time and in the manner specified therein; Provided that if the Allottee delays in the payment towards any amount which is payable, he shall of 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 payment, 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 " SHARMA SARKAR CONSTRUCTION PVT. LTD. payable at Axis Bank, Naihati Branch.

## **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 law including that of remittance of payment acquisition/sale/transfer or immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligation 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 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 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 any way and the Promoter shall be issuing the payments receipts in favour of the Allottee only.

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

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

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

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

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

The Allottee has seen the proposed layout plan, specification, amenities and facilities of the said Apartment and accepted the floor plan, payment plan as mentioned in **Schedule “B & C”** and the specification, amenities and facilities as mentioned in **Schedule “D”** 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 specification,

amenities and facilities, subject to the term 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 Municipality and shall not have an option to make any variation/alteration/modification in such plans, other than in the manner provide under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

## **7. POSSESSION OF THE APARTMENT :**

**7.1 Schedule for possession of the said Apartment** – The Promoter Agrees and understands that timely delivery of possession of the Apartment to the Allottee and the common areas to the association of Allottee or the competent authority, as the case may be, is the essence of the Agreement subject to full payment and compliance by the Allottee under this Agreement including as mentioned in Clause 7.2. below. The Promoter assures to hand over possession of the Apartment along with ready and complete common areas with all specification, amenities and facilities of the project in place within the time period mentioned unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by the nature effecting the regular development of the real estate project (“Force Majeure”). If, however, the completion of the Project is delayed due to the Force Majeure condition then the Allottee agrees that the Promoter shall be entitled to the extension of the time delivery of possession of the Apartment. Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure condition, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 days from that date. The Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agree that he/she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligation and liabilities under this Agreement.

**7.2** The obligation of the Promoter under Clause 7.1. above shall arise subject to the Allottee having made timely payment of the full amounts of the total price mentioned in **Schedule “C”** as per the payment plan mentioned therein as also the timely payment of all the Additional Liabilities and Deposits as mentioned in **Schedule “E”** prior to scheduled date of delivery of possession

and subject to the Allottee complying with all his obligations under this Agreement and/or otherwise under law and not committing any breach, default or violation.

**7.3 Procedure for Taking Possession** – The Promoter, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession (“**Possession Notice**”) of the Apartment, to the Allottee in terms of this Agreement to be taken within two months from the date of issue of occupancy/ completion certificate subject to due compliance of Clause 7.2 by the Allottee and subsequently the Deed of Conveyance shall be executed in favour of the Allottee shall be executed by the Promoter and the Allottee within 3 months from the date of issue of occupancy/ completion certificate. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provision, formalities, documentation of the part of the Promoter. The Allottee, after taking possession, agree(s) to pay the maintenance charges as determine by the Promoter/association of Allottees, as the case may be after the issuance of the completion certificate for the project. The promoter shall hand over the occupancy certificate of the apartment/plot, as the case may be, to the Allottee at the time of conveyance of the same.

**7.4 Failure of Allottee to take Possession of the Apartment** – Upon receiving a written intimation from the Promoter as per Para 7.3, the Allottee shall make full payment of all dues and comply with all its obligations as mentioned in Clause 7.2 and thereafter take possession of the said Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the said Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in Para 7.3 such Allottee shall continue to be liable to make all payments and laible to pay maintenance charges, municipal taxes and other outgoings as specified in Para 7.3.

**7.5 Possession by the Allottee** – After obtaining the Occupancy/ Completion Certificate and handing over physical possession of the said Apartment to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, to the association of Allottees as per the local laws;

**7.6 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 the 45 days of such cancellation.

**7.7 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 development or has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the said Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified in Para 7.1 or (ii) due to discontinuance of his business as a Developer on account of suspension or revocation of the registration under the Act, or for any other reason, the Promoter shall be liable, on demand to the 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 said Apartment, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within forty-five day 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 said Apartment which shall be paid by the promoter to the Allottee within forty-five days of it becoming due.

**7.8** With effect from the Date of Possession or the Date of Commencement of Liabilities, whichever is earlier, the Allottee shall be deemed to have fully satisfied himself in all respects including the Plans, the construction and the quality, specification and workmanship thereof, the carpet area and built-up area and super built-up area, the quality of materials used, the structural stability and completion of the Buildings, the Common Areas, the said Apartment, etc. and shall not thereafter be entitled to raise any objection or make any claim regarding the same.

**7.9** After the Date of Possession or within 30 days from the date of execution of Deed of Conveyance, whichever is earlier, the Allottee shall apply for

mutation to the Authorities and shall take all necessary steps and complete, at the Allottee's own costs, the mutation of the said Apartment Unit in the Allottee's name within 6 months thereafter.

**7.10** At the request of the Allottee, the Promoter may at its opinion and subject to such condition and compliances by the Allottee as it may deem fit, allow the Allottee to have temporary access to the said Apartment for interiors and furniture work at his own costs provided prior full payment of the Agreed Consideration, Additional Liabilities and Deposits is made by the Allottee. The Allottee shall complete the interiors and furniture works without disturbing or causing inconvenience to the Promoter or the buyers/occupants of other Apartment Units and without making any change in the structure and construction of the said Apartment. During such period, the Promoter shall continue to be in possession of the said Apartment and the Allottee shall only have a revocable and temporary license to have access to the same for the aforesaid limited purpose and shall not be entitled to actually occupy, use or enjoy the said Apartment till possession is given by the Promoter in terms of Clause 7.2 above.

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

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

- (i) The Promoter has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute actual, physical and legal possession of the said Land for the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the Land or the Project;  

[in case there are any encumbrances on the land provide details of such encumbrances including any rights, title, interest and name of party in or over such land];
- (iv) There are no litigation pending before any Court of law or Authority with respect to the said Land, Project or the said Apartment;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and said Apartment are valid and subsisting and have been obtained by the 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 said 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 enters 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 said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said 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 said Apartment to the Allottee and the common areas to the association of Allottees or the competent authority, as the case may be;
- (x) The Schedule Property is not the subject matter of any HUE 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, imposition, 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 issues and possession of apartment, plot or building, as the case may be, along with the common areas (equipped with all the specification, amenities and facilities) has been handed over to the Allottee and the association of the Allottee or the competent authority, as the case may be;
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order notification (including any notice for acquisition or requisition of the said property)



has been received by or served upon the Promoter in respect of said Land and/or the Project.

## **9. EVENTS OF DEFAULTS AND CONSEQUENCES :**

**9.1** Subject to the Force Majeure clause, the Promoter shall be considered under a condition of default in the following events:

(i) Promoter fails to provide ready to move in possession of the said Apartment to the Allottee within the time period specified in Para 7.1 or fails to complete the project within the stipulated time disclosed at the time of registration of the project with the Authority. For the purpose of this Para ready to move in possession shall mean that the apartment shall be in a habitable condition which is complete in all respect including the provision of all specification, amenities and facilities, as agree to between the parties, and for which occupation certificate and completion certificate as the case may be, has been issues by the competent authority;

(ii) Discontinuance if the Promoter's business as a developer on account of suspension or revocation of his registration under the provision of the Act or the rules or regulations made there under.

**9.2** In case of Default by Promoter under the conditions listed above, Allottee is entitled to the following subject to the Allottee having complied with all his obligations under this Agreement including making timely payment of all amounts payable under this Agreement and there being no failure, refusal, neglect, breach, violation, non – compliance or default on the part of the Allottee to perform on comply with any of the terms, conditions, covenants, undertakings, stipulations, restrictions, prohibitions and/or obligations under this Agreement or otherwise under law:-

(i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee required to make the next payment without any interest; or

(ii) The Allottee shall have the option of terminating the agreement in which 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 the interest at the rate prescribed in the rules within 45 days of receiving the termination notice or within such further time as may be agreed between the parties. The fees and expenses relating to the Agreement for sale including

stamp duty, registration fees, Advocate fees, incidental and other expenses for registration, etc. shall not be refundable. The GST paid by the Allottee shall be refunded only if the Promoter receives refund/credit for the same from the concerned authorities. Such refund, if any, shall be made within 30 days of receipt/credit of GST. If however the Allottee does not terminate the Agreement within 3 months of the date specified in Clause 7.1, then it shall be deemed that the Allottee has voluntarily opted not to terminate the Agreement and this Clause shall no longer be applicable and/or shall cease to have effect; Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the Promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the said Apartment, which shall be paid by the Promoter to the Allottee within forty-five days of it becoming due or within such further time a may be agreed between the parties.;

(iii) Provided that where an Allottee does not intend to withdraw from the project or terminate the agreement, he shall be paid, by the Promoter, interest at the rate prescribed in the rules, for every month of delay till the handing over of the possession of the said Apartment , which shall be paid by the Promoter to the Allottee within the 45 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 as mentioned in **Schedule “C”** mentioned herein below, despite having been issued notice in that regard the Allottee shall be liable to pay interest to the Promoter on the unpaid amount at the rate prescribed in the rules.

(ii) In case of Default by Allottee under the condition listed above continues for a period beyond 2(two) consecutive months after notice from the Promoter in this regard, the Promter may cancel the allotment/Agreement of the said Apartment in favour of the Allottee and refund the money paid to the Promoter by the Allottee and refund the money paid to the Promoter by the Allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated and the Promoter shall free to deal with, dispose of and/or sell the said Apartment Unit to anyone else without any reference to the Allottee which right and/or entitlement shall come to an end forthwith upon termination. The fees and expenses relating to the Agreement for Sale including stamp duty, registration fees, Advocate fees, incidental and

other expenses for registration, etc. shall not be refundable. The GST paid by the Allottee shall be refundable only if the Promoter receives refund/credit for the same from the concerned authorities. Such refund, if any, shall be made within 30 days of receipt/credit of GST. Provided that the Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination.

(iii) In case of there being a failure, refusal, neglect, breach, violation, non-compliance or default on the part of the Allottee to reform or comply with any of the terms, conditions, covenants, undertakings, stipulations, restrictions, prohibitions and/or obligations under this Agreement or otherwise under law, then the Promoter shall be entitled to issue a Notice to the Allottee calling upon the Allottee to rectify, remedy, make good or set right the same within one month from the date of issue of such Notice. If the Allottee does not comply with the said Notice to the satisfaction of the Promoter within the above time, then the Allottee shall be liable to pay the Promoter compensation and/or damages that may be quantified by the Promoter in default of such payment within 30 days, the Promoter may terminate the allotment/ Agreement of the said Apartment in favour of the Allottee. In case of termination the provisions under sub-clause 9.3 (ii) shall be applicable regarding the amount that shall be refundable and the time for the same.

(iv) If any act or omission of the Allottee results in any interruption, interference, hindrance, obstruction, impediment or delay in the Project or the construction of the Buildings or any portion thereof including further construction, additions and/or alteration from time to time and/or in the transfer, sale or disposal of any Apartment or portion of the Buildings, then in that event the Allottee shall also be liable to pay to the Promoter compensation and/or damages that may be qualified by the Promoter.

(v) Besides the Aforesaid rights the Promoter shall also be entitled to enforce any other right to which the Promoter may be entitled to in law by reason of any default or breach on the part of the Allottee.

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

**10.1** The Promoter, on receipt of Total Price of the said Apartment as per Clause 1.2 and Additional Liabilities and Deposits mentioned in Schedule E and all other amounts or dues payable by the Allottee hereunder on in law in respect of the said Apartment Unit including Maintenance Charges, electricity charges, municipal and other taxes and levies and other outgoings from the

Allottee and due compliance by the Allottee of all his obligations under this Agreement or otherwise under law, shall execute a conveyance deed and convey the title of the said Apartment, the said Parking Space together with proportionate indivisible variable undivided impartible share in the Common Areas including the said Undivided Share within 3 months from the date of issuance of the occupancy certificate or the completion certificate, as the case may be, to the Allottee:

However, in case the Allottee fails to pay any amount including depositing the stamp duty and/ or registration charges and/or incidental charges and/or incidental expenses within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges and incidental expenses to the Promoter is made by the Allottee.

**10.2** Neither any of the following is intended to be transferred, nor any of them shall be transferred in favour of the Allottee shall have no right, title, interest, claim or entitlement whatsoever in respect thereof:

- a) Open and covered spaces in the Building and the Land not included in the Common Areas mention in Schedule D;
- b) Other Apartments, Apartment Units, servant quarters and Parking Spaces in the Building (except the right to park car(s) in the said Parking Space) and/or the Premises;
- c) Exclusive Open Terrace attached and/or appurtenant to other Apartment Units; and
- d) Right of further construction on any part of the land comprised in the Premises or raising of any additional floor/storey/construction over the roofs of the Building.

**10.3** In respect of the Apartment Units, other spaces, properties and rights which are not intended to be transferred to the Allottee as aforesaid, the Promoter shall be entitled to use, utilise, transfer, alienate, part possession, deal with or dispose of the same in any manner whatsoever on such terms and conditions as may be thoughtful and fit and proper by the Promoter in its absolute discretion, without any reference to the Allottee. The Allottee hereby consents to the same and undertakes and covenants not to raise any claim and create or cause to be created any obstruction or hindrance whatsoever regarding the same. The Allottee has irrevocably and unconditionally agreed and

undertaken not to have or be entitled to nor to claim any right, title, interest in the other Apartment Units at the Premises (including the Executive Open Terrace Garden Areas comprised therein) and/or the properties and rights which are not intended to be transferred to the Allottee as aforesaid and also hereby disclaims, relinquishes, release and/or waives in favour of the Promoter and/or the other Apartment Owners, as the case may be, all right, title, interest, entitlement or claim that the Allottee may be entitled to, both In law or in equity, into or upon the other parts and portions of the Buildings and the Premises excepting those which are being expressly agreed to be transferred in favour of the Allottee by this Agreement and has agreed that such provision would also be included in the Deed of Conveyance to be executed favour of the Allottee in respect of the said Apartment Unit.

**10.4** The right of the Allottee regarding the Undivided Share shall be variable depending on further/ additional vertical and/or horizontal or other constructions, if any, made by the Promoter from time to time and the Allottee hereby irrevocably consents to the same. Any such variation shall not affect the Total Price/ Agreed Consideration and no claim can be raised regarding the same by the Allottee and the Allottee shall not be entitled to and covenants not to demand any refund out of the Total Price/ Agreed Consideration paid by the Allottee on the ground of or by reason of any variation of the Undivided Share.

**10.5** The Promoter shall be entitled at all times to install, display and maintain its name and/or logo in the roofs of the Building and/or other areas in the Building and/or the Premises by putting up hoarding, display signs, neon-signs, lighted displays, etc. without being required to pay any charges for the same, other than payment of electricity consumed on actuals, and no one including the Apartment Owners and the Association shall be entitled to object or to hinder the same in any manner whatsoever.

**10.6** Save and except the right of obtaining housing loan in terms Clause 18 below, the Allottee shall not have any right or lien in respect of the said Apartment Unit till physical possession is made over to him after payment of all amounts by the Allottee.

**10.7** The Promoter may permit and/or grant rights to outside/third parties against payment of consideration/charges to the Promoter for setting up communication towers or other installation for mobile telephones, VSAT, Dish, and/or other antennas and other communication and satellite systems on the Common Areas of the Building and neither the Apartment Owners nor the Association nor any other entity shall be entitled to object to or hinder the same

in any manner whatsoever. If any refundable deposit is received from such outside/third parties, then the same shall be made over by the Promoter to the Association at the time of handing over the maintenance. Further, the recurring monthly consideration/charges, if any, shall be received by the Association after handing over of maintenance by the Promoter.

**10.8** The Deed of Conveyance and all other papers and documents in respect of the said Apartment Unit and the Premises shall be prepared and finalized by the Project Advocates and the Allottee has agreed and undertaken to accept and execute the same within 15 days of being required by the Promoter after complying with all obligation that are necessary for the same. In default, the Allottee shall be responsible and liable for all losses and damages that the Promoter may suffer.

**10.9** The Allottee confirms that he has agreed to purchase the said Apartment Unit with full knowledge that he would have no right, title, interest, claim or entitlement whatsoever in respect of Exclusive Open Terrace Garden Areas Attached and/or appurtenant to other Apartment which shall be exclusively owned and used by the respective Apartment Owners and occupants thereof.

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

**11.1** The Promoter shall be responsible to provide and maintain essential services in the Project till the offer to the Association to take over of the maintenance of the project upon the issuance of the completion certificate of the project. The cost of such maintenance has not been included in the Total Price of the said Apartment and the same shall be paid by the Allottee as agree with the Promoter.

**11.2** The Promoter shall take steps for formation of the Association. Any association, company, syndicate, committee, body or society formed by any of the Apartment Owners without participation of the Promoter shall not be entitled to be recognized by the Promoter and shall not have any right to represent the Apartment Owners or to raise any issue relating to the Building or the Premises. The maintenance of the Premises shall be made over to the Association within the time mentioned in the West Bengal Apartment Ownership Act, 1972 and upon such formation the Association shall be responsible for the maintenance of the Building and the Premises and for timely renewal of all permissions, licenses, etc. After handing over the maintenance of the Premises to the Association, the Promote shall transfer and make over the Deposits to the Association after adjusting its dues, if any.

**11.3** All the Apartments Owners including the Allottee shall become members of the Association without raising any objection whatsoever and abide by all the rules, regulation, restriction and bye-laws as be framed and/or made applicable by the Promoter.

**11.4** All Papers and documents relating to the formation of the Association shall be got prepared and finalized by the Promoter and the Allottee hereby consents to accept and sign the same.

**11.5** The rules and regulations of the Association shall not be inconsistent and/or contrary to the provisions and/or covenants contained herein which provisions and covenants, in any event, have and overriding effect.

**11.6** All Costs, Charges and Expenses relating to the formation and functioning of the Association shall be borne and paid by all Apartment Owners of the Building including the Allottee herein.

**11.7** The Allottee shall from the Date of Possession, use and enjoy the said Apartment Unit in the manner not inconsistent with the Allottee's rights hereunder and without committing any breach, default or creating any hindrance relating to the rights of ant other Apartment Owner and/or the Promoter.

**11.8** The obligations and covenants of the Allottee in respect of the user, maintenance and enjoyment of the said Apartment Unit, the Common Areas, the Building and the Premises including payment of Maintenance Charges, electricity charges, municipal and other taxes and other outgoings are more fully specified in Clause 15 and Schedule J and the same shall be binding on the Allottee. It is expressly made clear that from the Date of Possession or the Date of Commencement of Liabilities, whichever is earlier, all costs, expenses and outgoing in respect of the said Apartment Unit including for Maintenance Charges, electricity charges, municipal taxes and other outgoings, charges, rates, taxes, levies, cess, deposits including security deposits or assessments pertaining to the said Apartment Unit, shall become payable by the Allottee notwithstanding anything to the contrary contained in Clause 15 or elsewhere in this Agreement. Such liability shall continue till the same is paid by the Allottee or the Arrangement/ Allotment is cancelled/ terminated.

**11.9** The maintenance charges and proportionate Common Expenses shall be paid by the Allottee irrespective of whether or not the Allottee uses or is entitled to or is able to use any or all of the Common Areas and any non-user or non-requirement in respect of any Common Areas or parking facility (if so

granted) shall not be nor be claimed to be a ground for non-payment or decrease in the liability of payment of the Allottee in respect of the said proportionate common expenses and/or maintenance charge.

**11.10** From the date of offering the handing over of maintenance to the Association, the Promoter shall not have any responsibility whatsoever regarding the Building and the Premises and/or any maintenance, security, safety or operation including relating to firefighter equipment and fire safety measures, lift operations, generator operations, electrical equipment, meters and connection, etc and/or for any statutory compliances, permissions and licenses regarding the Premises and/or any equipment installed and/or required to be installed therein. The same shall be the exclusive responsibility of the Apartment Owners including the Allottee and/or the Association who shall also ensure continuous compliance with all statutory rules, regulations and norms including in particular relating to fire fighting and safety, lift and generator operations, etc. and obtaining and/or renewing all necessary permissions and licenses. The Apartment Owners including the Allottee and/or the Association shall take steps and get transferred all necessary permissions and licenses in their names including lift license, generator license, fire license, etc. and the Promoter shall sign necessary papers upon being requested by them in writing. In case any default or negligence and/or in the event of any accident taking place subsequent to the date of handing over of maintenance, the Promoter and/or its directors, employees or agents shall not have any liability or responsibility whatsoever under any circumstances.

## **12. DEFECT LIABILITY :**

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

## **13. RIGHT TO ENTER THE APAARTMENT FOR REPAIRS :**



The Promoter/ Maintenance Agency/ Association of Allottees shall have the right of unrestricted access of all common areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of Allottees and/or maintenance agency to enter the said Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

#### **14. USAGE :**

Use of the basement and service areas: the basement(s) 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 equipments, etc. and other permitted uses as per sanctioned plans,. The Allottee shall not be permitted to sue the services areas and basements in any manner whatsoever, other than those earmarked as parking spaces and the same shall be reserved for use by the association of Allottees formed by the Allottees for rendering maintenance services.

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

**15.1** Subject to Para 12 above the Allottee shall, after taking possession, be solemnly responsible to maintain the said Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the said Apartment , or the staircases, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any law or rules of any authority or change or alter or make addition to the said Apartment and keep the, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belong thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support shelter etc. of the Building is not in any way damaged or jeopardized.

**15.2** The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board/ name-plate, neon light, publicity material or advertisement material etc. on the face façade of the Building or anywhere on the of the Project, buildings therein or Common Areas. The Allottee shall also not change the colour scheme of the outer walls or paintings of the exterior side of the windows or carry out change in the exterior elevation or design. Further

the Allottee shall not store any hazardous or combustible goods in the said Apartment or place any heavy material in the common passage or staircase of the Building. The Allottee shall also not remove any wall including the outer and load bearing wall of the said Apartment .

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

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

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

#### **17. ADDITIONAL CONSTRUCTION :**

**17.1** The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority(ies) and disclosed, except for as provided in the Act and the clauses below.

**17.2** Besides the additions and alterations permissible under the Act and/or Rules, the Allottee has irrevocably consented to and/ or hereby irrevocably consents that the Promoter shall, until handing over the possession of all the Apartments, be entitled to all future vertical and horizontal exploitation of the Buildings and/or the Premises by way of additional/further construction in the Premises including by raising of any additional floor/storey/ construction over the roofs of the Building and shall at its absolute discretion be entitled to make from time to time additions or alterations to or in the Buildings and/or the Common Areas and shall be entitled to deal with and dispose of all of the above in any manner whatsoever and for such purpose the Promoter is entitled to shift any part of the Common Areas (including common installation like lift machine room and the water tank) to the ultimate roofs and also to make available the Common Areas and all utility connections and facilities to the additional/further constructions and the same is and shall be deemed to be the previous written consent under the Act. The Allottee shall not have any right whatsoever in the additional/further construction and covenants not to raise any objection, hindrance or claim in respect of any of the above and/or in respect of

any temporary inconvenience that may be suffered by the Allottee because of the same. The Allottee also admits and accepts that the Promoter and/or employees and/or agents and/or contractors of the Promoter shall be entitled to use and utilise the Common Areas for movement of building materials and for other purposes and the Allottee shall not raise any objection in any manner whatsoever with regard thereto. If any act or omission of the Allottee results in any interruption interference, hindrance, obstruction, impediment or delay in the Project or any portion thereof including further construction, additions and/or alterations from time to time and/or in the transfer, sale or disposal of any Apartment or portion of the Project, then in that event the Allottee shall also be liable to pay to the Promoter compensation and/or damages that may be quantified by the Promoter. The Promoter shall, if required, obtain necessary permission / sanction from the concerned authorities regarding the above or get the same regularized/ approved on the basis that the Promoter has irrevocably sole right in respect of the same and the Allottee has irrevocably consented and/or hereby irrevocably consents to the same. It is agreed that such modification, additions and/or alteration shall not affect the Total Price and that the total number of Common Areas mentioned in Schedule 'D' shall not be reduced to the detriment of the Allottee.

**18. PROMTER 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 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 agree to take the said Apartment. However, the Allottee hereby irrevocably consents that the Promoter shall be entitled to take loans and/or financial assistance for the purpose of the implementation and execution of the Project. For obtaining such loans and/or financial assistance from Banks/Financial Institution/ Housing Finance Companies or corporate bodies, the Promoter shall be entitled to create charge and/or mortgage in respect of the Premises in favour of the Banks/Financial Institution/Housing Finance Companies or corporate bodies granting such loans. However, on or before the execution of the Deed of Conveyance in respect of the said Apartment Unit, a release/no objection/ clearance shall be obtained by the Promoter from the concerned Banks/Financial Institutions/Housing Finance Companies or corporate bodies regarding transfer of the said Apartment Unit. Similarly, the Allottee shall be entitled to take housing loans for the purpose of acquiring Apartments Units in the Project from banks, institutions and entities

granting such loans provided that such loans are in accordance with and subject to this Agreement. The Promoter shall, if required by the Allottee, render co-operation of obtaining such housing loans. It is however made clear that availing of the home loan by the Allottee shall not in any way restrict any of the rights of the Promoter under this Agreement including the right of termination. The Allottee undertakes to avail the home loan in accordance with the terms and conditions of this Agreement.

#### **19. BINDING EFFECT :**

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedule along with the payments due as stipulated in the Payments Plans within 30 (Thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar (specify the address of the Sub-Registrar) as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (Thirty) days from the date of its receipts 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 dates 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.

#### **20. 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 understanding, any other agreements, allotment letter, corresponding, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/plot/building, as the case may be.

#### **21. RIGHT TO AMEND :**

The Agreement may only be amended through written consent of the Parties. Any document containing any amendment accepted by the parties shall be valid and binding irrespective of whether the same is registered or not. The parties understand the present registration procedure in West Bengal does not contain provision for registration of any amendment of a document and as such

registration of any document containing any amendment is not likely to be possible.

**22. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/SUBSEQUENT ALLOTTEES :**

**22.1** It is clearly understood and so agreed by the between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the said Apartment and the Project shall be equally applicable to and enforceable against and by any subsequent Allottee of the said Apartment , in case of a transfer, as the said obligations go along with the said Apartment for all intent and purposes.

**22.2** Until a Deed of Conveyance is executed in favour of the Allottee, the Allottee shall not be entitled to mortgage or encumber or assign or alienate or dispose of or deal in any manner whatsoever with the said Apartment Unit or any portion thereof and/or any right therein and/or under this Agreement (“Alienation”) except for the purpose of housing loan.

**23. WAIVER NOT A LIMITATION TO ENFORCE :**

The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement waive the breach by the Allottee in not making payments as per the Payments Plan [Annexure C] including waiving the payments of interest for delayed payments. It is made clear and so agree by the Allottee that exercise of discretion by the Promoter in the case of on Allottee shall not he constructed to be a precedent and/or binding on the Promoter to exercise such discretion in the case of other Allottees.

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

**24. SEVERABILITY :**

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulation made there under or under other applicable laws, such provisions of the Agreement shall he 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 Rule and Regulations made there under or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

**25. METHOD OF CALCUALTION OF PROPORTIONATE SHARE WHEREEVER REFERRED TO IN THE AGREEMENT :**

Where ever in this Agreement it is stipulated that the Allottee has to make any payments, in common with other Allottee(s) in Project, the same shall be the proportion which the carpet area of the said Apartment bears to the total carpet area of all the said Apartment in the Project.

**26. 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 to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

**27. 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 agree 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 said Sub-Registrar at ADSR Naihati . Hence this Agreement shall be deemed to have been executed at ADSR Naihati.

**28. NOTICES :**

That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have bee duly serve if sent to the Allottee or the Promoter by Registered Post at their respective address specified below:-

**Address of the Promoter:-**

**SHARMA SARKAR CONSTRUCTION PVT. LTD.,**

**Having its Registered Office at:-** 558, Rishi Bankim Chandra Road, Post Office – Hazinagar, Police Station – Naihati, District – North 24 Parganas, Pin Code – 743135, West Bengal.

**Address of the Allottee:-**

_____	Name of Allottee
_____	(Allottee Address)
_____	

It shall be the duty of the Allottee and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Allottee, as the case may be.

**29. JOINT ALLOTTEES :**

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

**30. 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 of Sale of such apartment, plot or building, as the case may be, shall not be constructed to limit the rights and interests of the Allottee under the Agreement for Sale under the Act or the rules or the regulations made there under.

**31. GOVERNING LAW:**

That the right and obligation of the parties under or arising out of this Agreement shall be constructed and enforced in accordance with the Act and the Rules and Regulation made there under including other applicable laws of India for the time being in force.

**DISPUTE RESOLUTION:**

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligation of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be referred for Arbitration under the Arbitration and Conciliation Act, 1996. The Arbitral

Tribunal shall consist of a sole Arbitrator to be appointed in accordance with the Arbitration and Conciliation Act, 1996, as amended from time to time. The parties have agreed that the sole Arbitrator shall not be bound to follow the rules of evidence and shall have summary powers and may make interim orders and awards, whether interim or final. The Award/ Awards made by the Arbitrator shall be final and parties agree to be bound by the same.

### **SCHEDULE 'A'**

Residential Flat Unit No. .... , of ..... floor, carpet area approximately ..... (In words.....) square feet, and attached Balcony, and other area measuring built-up area approximately ..... (in words.....) square feet, super built-up area approximately ..... (in words.....) square feet, forming part of the Said building named ,” PUSHPA KAMAL APARTMENT” situated on 6No, Abhay Ghosh Road, Naihati, to be constructed on the Said Premises described more particularly in the Land Scheduled “F”. The layout of the Said Flat is delineated on the Schedule- B annexed hereto and bordered in colour Red thereon.

The said apartment is to be made ready for handing over possession by ..... Month of the year..... unless there is delay due to Force Majeure or reasons beyond control

### **SCHEDULE 'B'- FLOOR PLAN OF THE APARTMENT**

**Site Plan to be attached with this page.....**



**SCHEDULE 'C'- PRICE DETAILS & PAYMENT PLAN****PRICE DETAILS:**

<b>Unit Price:</b>	<b>Rs</b>
a) Cost of Unit	
b) Cost of exclusive balcony or verandah areas	
c) Proportioante cost of Common Areas with external wall thickness etc.	
<b>Sub- Total (A)</b>	
<b>Other Charges :</b>	
a)Electrical transformer installation charges	40,000.00
b) Contribution for becoming Member of the Association.	5,000.00
c) Legal/documentation Charges per Apartment. This shall include documentation charges and exclude registration / commissioning charges, stamp duty and registration fees, which shall be paid extra by the Allottee at actual	5,000.00
<b>Sub-Total (B)</b>	<b>50,000.00</b>
<b>Total G.S.T @..... (C)</b>	
<b>Total Price (A+B+C)</b>	

**THE TOTAL PRICE SHALL BE PAID BY THE ALLOTTEE IN THE FOLLOWING MANNER :**

The purchaser shall pay to the builder the sum of rupees..... (in words.....) only approximately towards the cost of construction and completion of the said flat together with the proportionate undivided share or interest in land comprised in the said premises appurtenant to the said flat which has been calculated at the rate of approx Rs..... (in word ..... ) only per Square Feet rate in the following manner.

Rs..... i.e. 10% of unit price on the day of booking as well as signing of this presents.

Rs..... i.e. 20% of unit price on or before completion of foundation upto plinth level of the said building

Rs..... i.e. 20% of the unit price on or before completion of respective floor roof.

Rs..... i.e. 20% of unit price on or before completion of respective flat unit brick work.

Rs..... i.e. 20% of unit price on or before completion of respective flat electricity, door & window frame fitting and plaster & flooring.

Rs..... i.e. 10% of unit price and (B) and (C) of the 'Price Schedule Table' on or before final possession and handover.

**SCHEDULE “D”****SPECIFICATION, AMENITIES, FACILITIES (WHICH ARE PART OF THE APARTMENT/PLOT) :**

(Description of common facilities, common areas and common users to be enjoyed by the land owner/first party along-with their respective flats and with the other occupiers of the proposed building)

- 1) Common Passage of the Building, Road and pathways to be used as entrance to and exit from the flat to the Municipal Road without any interruption or hindrances whatsoever.
- 2) Staircases and landing on all floors;
- 3) Drainage, safety tank and soak pit well;
- 4) Installation of common services;
- 5) Lift;
- 6) Boundary wall and main gate;
- 7) Water pump, water supply, water pipes (in outer side);
- 8) Foundation, Plinth, Common Walls, Girders, Rafters and all other supporting structures including Drains, Sewers including top roof of the building;
- 9) The land left, vacant by the boundary wall in conformity with the rules and regulations of the Naihati Municipality and as shown in the Building Plan.
- 10) Electrical wiring, meter and fittings (if any) excluding those that may be installed for any particular purpose or for any particular flat.
- 11) Generally all other parts of the property necessary or for its existence, maintenance or safety or normally in common use and also the common vacant space etc. including the proportionate share of land as described in Schedule-"A" above.

**(Specification of Flat and Building)**

1. Structure : R.C.C. Foundation and R.C.C. structure.
2. Brick work : 10" outside 5" inside partition wall (as Necessary).
3. Doors : Door fame of Saal wood, Door Shutter of Flash Door, Bathroom frame and Door of PVC.
4. Window : Grill fitted Sliding Aluminium window with full Glass.
5. Floor : All marble/tiles floor with 4" skirting on all sides
6. Toilet : Marble/Tiles floor and wall with white glazed  
Tiles upto 5" (Five feet) height.
7. Kitchen : Kitchen slab of black stone and One sink of  
Stainless steel wall above slab upto 2" height  
with glazed tiles and marble floor and two taps.
8. Dining Room : One white Basin.
9. Electricals : 5 Points in each Bed Room and Drawing cum  
Dining room, 2 points in toilet, 4 points in Kitchen, 1 Bell  
point, exhaust hole and point, all concealed wiring.
10. Sanitary : (i) One white commode in Toilet, 3 water  
Points in toilet.  
  
(ii) One white commode and two water  
points In W/C.
11. Painting : Inside wall with plaster of parish in each flat  
and Outside wall with cement paint.
12. Water supply : Common overhead tank and distribution of  
Water in each floor from down pipe of PVC From  
deep tube well through pump.
13. Staircase : Yellow mosaic white wash in staircase inside  
Wall.

14. Door Windows : Main doors shall be provided by one view

And Fittings Finder, Steel Aluminium Tower bolt, handle  
And all inside doors provides with necessary  
Aluminium/steel fittings.

## **SCHEDULE “E”**

### **ADDITIONAL LIABILITIES**

The following are not included in the Total Price/Agreed Consideration and the Allottee has agreed and undertakes to pay the following within 15 (fifteen) days of demand without raising any objection whatsoever regarding the same:

i ) Goods and Service Tax (GST) payable on the Total Price/Agreed Consideration and/or on sale/ transfer of the said Apartment Unit to the Allottee and payment of the same shall be made on or before the date the same is payable as per law or alongwith the payment of the respective instalment or within 15 days of demand by the Promoter, whichever is the earliest.

ii ) Price, cost, charges and expenses levied by the Promoter for any additional or extra work done and/or any additional amenity or facility provided and/or for any changes, additions, alterations or variation made in the said Apartment, the Buildings, the Premises, the Project and/or the agreed Specifications, including the costs, charges and expenses for revision of the Plans.

iii ) Betterment fee, development charges and any other tax, duty, levy or charge that may be imposed or charged regarding the said Apartment Unit, the Buildings, the Premises and/or the Project.

iv ) Stamp duty and registration fee and all other taxes, levies and other allied expenses relating to this Agreement, the Deed of Conveyance and all other papers and documents that may be required to be executed and/or registered in pursuance hereof and/or relating to the said Apartment Unit and any additional/deficit stamp duty, additional/deficit registration fee, penalty, interest or any other levy, if any, that may be imposed in this regard at any time.

- v) Fixed Maintenance Charges at the rate of Rs. 2.5/- per square feet of super built-up area per month for the said Apartment.
- Vi) Any increase and/or escalation in cost of construction due to Force Majeure shall be payable proportionately in respect of the said Apartment Unit.
- Vii) Cost & Charges for formation of the Association for the Common Purposes amounting to Rs. 5,000/- per Apartment.
- Viii) Agreed Legal Fees of the Project Advocates amounting to Rs. 5,000/- payable at or before the Date of Possession or the execution of the Deed of Conveyance, whichever is earlier.
- Ix) Applicable Goods and Service Tax and any other tax, duty, levy, cess, etc., if applicable on the amounts payable under this Schedule, shall be paid by the Allottee in addition to the above.
- X) The Additional Liabilities that are not quantified above shall be quantified by the Promoter at the appropriate time.
- Xi) Deposit for electric supply / individual meter for the said Apartment payable to the Electricity Supply Agency.

Applicable Goods and Service Tax and any other tax, duty, levy, cess, etc., if applicable on the above amounts shall be paid by the Allottee in addition to the above.

**SCHEDULE "F" ABOVE REFERRED TO :**

(Description of the land on which the proposed  
building shall be constructed),

ALL THAT piece and parcel of land measuring 13.11 Decimal of Bastu land in **THREE DAGS** togetherwith an old delapidated Pucca Building standing thereon,

**PART -I** land measuring 07.27 Decimal, comprised in R.S. Dag No. 808 corresponding to L.R. Dag No. 1296 under R.S. Khatian No. 600 corresponding to OWN L.R. Khatian No. 12175 laying and situated at Mouza Naihati, J.L. No.3, Ressa No. 21, P.S. Naihati, within the Limit of Naihati Municipality Ward No.8 New Ward No.16, Abhoy Ghosh Road, Holding No. 6, within the Jurisdiction of Additional District Sub-Registration Office at Naihati, District North 24-Parganas;

**PART -II** comprised in R.S. Dag No. 808/2675 corresponding to L.R. Dag No. 1298 land measuring 03.99 Decimal AND comprised in R.S. Dag No. 809 corresponding to L.R. Dag No. 1299 land measuring 01.85 Decimal, under R.S. Khatian No. 600 & 601 corresponding to OWN L.R. Khatian No. 12175 laying and situated at Mouza Naihati, J.L. No.3, Ressa No. 21, P.S. Naihati, within the Limit of Naihati Municipality Ward No. 8 New 16, Abhoy Ghosh Road, Holding No. 6, within the Jurisdiction of Additional District Sub-Registration Office at Naihati, District North 24-Parganas,

The Sixteen annas land is butted and bounded as follows:-

ON THE NORTH : H/O. MANAS KR. BASU & MUNICIPAL LANE

ON THE SOUTH : H/O. P. MUKHERJEE

ON THE EAST : ABHOY GHOSH ROAD

ON THE WEST : H/O. N. MUKHERJEE & MUNICIPAL LANE

IN WITNESS WHEREOF parties hereinabove named have set their respective heads and signed this Agreement for Sale at \_\_\_\_\_(city/town name) in the presence of attesting witness, signing as such in the day first above written

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee:(including joint buyers)

SIGNATURE

NAME

ADDRESS

SIGNATURE

NAME

ADDRESS

SIGNED AND DELIVERED BY THE WITHIN NAMED:

**PROMOTER**

SIGNATURE

NAME

ADDRESS

At \_\_\_\_\_ on \_\_\_\_\_

\_\_\_\_\_ in the presence of:

WITNESSES:

SIGNATURE

NAME

ADDRESS

SIGNATURE

NAME

ADDRESS