

ANNEXURE-A

[See rule 9]

Agreement for Sale

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

By and Between

- 1. SRI AMAL KUMAR MONDAL @ SRI GOPAL CHANDRA MONDAL, PAN: AEBPM9562N**, son of Late Banwarilal Mondal,
- 2. SMT. SUMITA RANI MONDAL, PAN: AFDPM2507G**, wife of Sri Amal Kumar Mondal @ Sri Gopal Chandra Mondal,

Both are by faith Hindu, by Nationality Bharatiya, by occupation business, resident of Birhata, Kalitala, Bardhaman, P.O. & P.S. Bardhaman, District Purba Bardhaman, PIN 713101, hereinafter referred to as "**FIRST PARTY / LAND OWNER**" (which expression shall, unless excluded by or repugnant to the context, be deemed include his legal heirs, executors, legal representatives, and assigns) **OF THE FIRST PART.**

AND

"M/S SAMANTA HOUSING DEVELOPER" PAN: ADBFS1519A, a Partnership Firm, having its office at, Vill. Raina, P.O. & P.S. Raina, District Purba Bardhaman, PIN 713421, represented by its Managing Partner,

SRI DEBASIS SAMANTA, son of Sri Kalicharan Samanta, by faith Hindu, by Nationality Indian, by occupation business, resident of Golahat, Shankharipukur, Bardhaman, P.O. Sripally, P.S. Bardhaman, Dist. Purba Bardhaman, PIN 713103, hereinafter referred to as **SECOND PARTY/DEVELOPER** (which expression shall, unless excluded by or repugnant to the context, deemed to include his legal heirs, executors, administrators, legal representatives, successor in interest and assigns) **OF THE OTHER PART**

[If the allottee is a company]

AND

.....(CIN No.....) a Company incorporated under the provisions of the Companies Act, (1956 or the Companies Act, 2013 as the case may be), having its registered office at (PAN), represented by its authorized signatory (Aadhar No.....), duly authorized vide Board Resolution dated .., hereinafter, referred to as the "Allottee(s)", (which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its successor(s)-in-interest and permitted assigns).

OR

[If the allottee is a partnership firm]

M/s a partnership firm, registered under the Indian Partnership Act, 1932, having its principle place of business at..... (PAN-.....), represented by its authorized partner. (Aadhar No.....) duly authorized vide hereinafter referred to as the "Allottee", (which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrator of the last surviving partner and his/her/their assigns).

OR

[If the allottee is an individual]

Mr./Mrs./Ms..... (Aadhar No.) son/daughter/wife of, Mr..... ..aged about Years, residing at....., (PAN), hereinafter called the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest & permitted assignees).

OR

[If the allottee is HUF]

Mr. /Ms. (Aadhar No.) Son/daughter/wife of..... Aged about. Years for self and as the Karta of Hindu Joint Mitakshara Family known as HUF, having its place of business/ residence at.....(PAN-.....), (hereinafter referred to as, "Allottee(s)", (which expression shall, unless repugnant to the context or meaning thereof be deemed to mean the members or member for the time being of the said HUF, and their respective heirs, executors, administrators permitterl assigns).

[Details of other allottees to be inserted, in case of more than one allottee]

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

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.

WHEREAS

- A.** -----("OWNER") is the absolute owner of land by measuring 0.070 acre and /or 3049.2 sq. ft. more-less area of land being R.S. Khatian No. 1636, R.S Plot No. 7039/7539 and in the L.R.R.O.R, the Khatian No. 7892 & 7893 and Plot No. 5861, classification of land Bastu, within Mouza Radhanagar, J.L. No. 39, under P.S. Bardhaman, Dist. Purba Bardhaman and being Holding No. 110 within ward No. 9, Kalibazar Mahalla under Bardhaman Municipality and has absolutely seized and possessed of or otherwise well and sufficiently entitled to the Lands, hereditaments and premises, existing structure free from all encumbrances, charges, liens, attachments, trusts whatsoever to howsoever more-fully described in the entire First Schedule hereinafter written (hereinafter referred to as the "**SAID PREMISES**").

WHEREAS 'A' schedule plot of land was under the ownership of Indra Narayan Dube and his name was properly been recorded in the R.S.R.O.R. and during his possession and enjoyment of the property he has died living behind his wife Durlava Sundari Dube and only son Narayan Dube and being the absolute owner as the legal heir of Indra Narayan Dube, said Durlava Sundari Dube and Narayan Dube have transferred their respective share of property as mentioned in schedule A in this deed on 22.05.1957 and such transfer has been

completed by execution of a sale deed which has been registered before the office of D.S.R. Bardhaman with endorsement as Deed No. 3972 of 1957 and such transfer has been completed in favour of Kishori Mohan Mukhopadhyay and subsequently under Khatian No. 1636 of R.S.R.O.R. being plot No. 7039/7539 has been recorded in the name of said Kishori Mohan Mukherjee and by getting sanctioned plan form Bardhaman Municipality, said

Kishori Mohan Mukherjee has constructed a building thereon and enjoy the same without getting any hindrance from anyone.

AND WHEREAS during enjoyment of the property by Kishori Mohan Mukherjee, one Nihar Bala Devi has filed a partition suit before the Court of Civil Judge Senior Division with endorsement the number as 181 of 1968, subsequently which transferred before the Court of Additional Sub Judge with endorsement as re-numbered as 87 of 1970, where in the said suit, the A schedule property has been included erroneously, but in the decree in the said by solenama, the A schedule property declared as personal property of Kishori Mohan Mukherjee.

AND WHEREAS during the possession and enjoyment of the property Kishori Mohan Mukherjee has died living behind Sri Ashok Mukherjee as the son, Nivanani Devi as the wife and Manju Banerjee as the daughter who have become the owner in respect of the A schedule property by inheritance and being the absolute owner said legal heirs of Ashok Kumar Mukherjee has transferred the A schedule property in favour of present Land Owner by way of execution of a sale deed which has been registered before the office of Registrar of Assurance at Calcutta on 13.07.1995 with endorsement as Deed No. 1781 of 1995 and during preparation of the deed, a typical mistake has been occurred in respect of area of land which has been typed as "0.07 shatak" and such has been corrected by registered Declaration Deed vide Deed No. 2942 of 2016 of Additional Registrar of Assurance, Kolkata. After purchasing the property present land owner Sumita Rani Mondal and Amal Kumar Mondal @ Gopal Chandra Mondal have mutated their name in the L.R.R.O.R.

DESCRIPTION RECORD OF RIGHT

AND WHEREAS the schedule property according to R.S.R.O.R was under rayati swatwa of Ashok Kumar Mukherjee under Khatian No. 1636 and in the L.R.R.O.R, the properties is under rayati swatwa of Smt. Sumita Rani Mondal and Sri Amal Kumar Mondal @ Gopal Chandra Mondal under Khatian No. 7892 and 7893 respectively, L.R. Plot No. 5861, classification of land Bastu and the rent has been paid upto the period of B.S., while in the Municipal register the name of the land owners have been recorded under Holding No. 110 within Kalibazar Mahalla under Ward No. 09 of Bardhaman Municipality.

ACCORDING TO TITLE & R.O.R

WHEREAS the first party / land owner, according to title & R.O.R., being the absolute owner of schedule land, have decided to develop the schedule mentioned property to a project of multi storied building but he is not in a position of to do same, due to lacking of experience as well as physical capacity and deficiency of pecuniary capacity, as such he has expressed his desire as the form of help of any other by which the dream of first party shall be taken as the place of reality.

- B.** The said land is earmarked for the purpose of building residential project comprising multistoried apartment buildings and the said project shall be known as Named **“SHARADA AABASAN”**

AND WHEREAS the developer is acquainted as ‘FIRM’ namely **M/S SAMANTA HOUSING DEVELOPER**”, who already introduced own self in the locality i.e. in Barddhaman Town, by constructing a project of multi-storied building thereon and the developer is financially sound to complete the further project by maintaining the rule of local authority.

AND WHEREAS the second party developer hearing the dream of first party from their close circle and approach to the first party to allow the Second Party, to develop the land particularly mentioned and described in the first and/or “A” schedule hereunder according to sprouted dream of both parties.

AND WHEREAS both the parties, after knowing all status of each other i.e. right, title, interest of land and pecuniary capacity of second party and being satisfied in respect of capability of Second Part and right, title and interest of land of the First Part as vice-versa, the first party / land owner has agreed to authorize the developer to develop the said land by constructing new multistoried buildings as commercial cum residential flat as ownership basis according to sanctioned plan, which shall sanction by Barddhaman Municipality, by doing shake their hands in a form of agreement with some terms and conditions.

AND WHEREAS for the purpose of development of land as mentioned in schedule A hereunder the landowner has authorized the developer by way of a registered deed of

development of A.D.S.R. Burdwan vide Deed No. 3889 of 2018 and subsequently by way of supplementary deed vide deed No. I – 432 of 2020 of A.D.S.R. Burdwan the specification of allocation of owner and developer has been made.

AND WHEREAS the developer according to said agreement has taken attempt to develop the said land by constructiong new multistoried buildings as residential flat as ownership basis according to sanctioned plan which has been sanctioned by Burdwan Municipality, for said purpose the Developer throughthe First Party submitted the site plan first and subsequently according to said sanctioned site plan, (G+VI) building plan submitted and that has been sanctioned by Burdwan Municipality on 27th September. 2018 vide memo no. 536/E/VII-4 and plan No. 1265, dt. 24.09.2018 where the location and position of each flat as well as other common area i.e. stair case, septic tank and drainage system etc have been shown and depicted properly.

AND WHEREAS after sanction of said plan by Barddhaman Municipality , as per said sanctioned plan, the Developer / Confirming Party has started to construct the (G+VI) residential flat, over the said 'A' schedule land. At the same time the land owner and the Developer have to sale out all such flats which are under construction with the acquaintance in the said project shall be known as Named **"SHARADA AABASAN"**

- C. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the said land on which Project is to be constructed have been completed.
- D. The Burdwan Municipality has granted the commencement certificate to develop the Project vide its approval dated 27/09/2018 Bearing Memo No. 536/E/VII-4 Along with the Map of Plan bearing registration (Encl.) no.1265 dated 24/09/2018 with the permission to construct (G + VI) Ground (G) Plus (+) six (6) Storied Residential Building and consisting of several Flats and Parking Spaces as well as other common area i.e. stair case, septic tank , drinking water, drainagesystem etc. have been shown and depicted properly.
- E. 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 Burdwan Municipality The promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable.
- F. The Promoter has registered the project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at Kolkata onunder registration no.
- G. The Allottee had applied for an apartment in the Project vide application no.....
Dated And has been allotted apartment no. Having carpet area of
Square feet, type , on Floor in Block / Tower / Building no.

along with garage/covered parking no..... .. admeasuring square feet in the for total consideration of Rs..... (RupeesLakhs only) for the flat and the parking space, as permissible under the applicable law and of prorata share in the common areas ("Common Area") as defied under clause (m) of section 2 of the Act (hereinafter referred to as the "Apartment" more particularly described in Schedule-A and the floor plan or the apartment is annexed hereto and marked as Schedule-B);

- H. The Parties have gone through all the terms & conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- I. **AND WHEREAS** after observing all terms and conditions the purchaser, for purchasing the flat as mentioned in schedule 'B', has been ready to enter into an agreement with First Party as well as Developer/Confirming Party and to avoid future complication parties to this agreement settled the terms and conditions as discussed above in respect of purchase of the flat and put it in writing they witnesseth that they will abide by the terms and conditions contained in this agreement.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS :-

- 1.** That a full fledged flat building would be constructed and completed by the Developer / Confirming party where one place would be for the purpose of parking commonly for each parking space purchase at the Ground Floor. The parking place purchaser with the consent of other purchasers may temporarily be permitted to garage or station the wheeler and /or four wheeler of his friends and relations.
- 2.** That the developer shall construct the unit as per specific requirement with certain changes in the proposed flat for extra facilities to be enjoyed by the purchaser within limit of sanctioned plan and that could be done by the developer on payment of extra charges by the purchaser over and above the agreed price.
- 3.** That the purchaser shall pay a sum of Rs. (Rupees) only and for the purposed flat and parking space which is subject to variation and the amount of money shall be paid in phases or installments at the time of booking Rs. amount over the consideration money will have to be paid,% amount over the consideration money will have to be paid ,% amount over the consideration money will have to be paid immediately at the time of agreement,% amount over the consideration money will be paid at the time of Ground floor roof casting,% amount over the consideration money at the time of First floor roof casting,% amount over the consideration money will be paid at the time of Second floor roof casting,% amount over the consideration money will be

paid at the time of Third floor roof casting,% amount over the consideration money will be paid at the time of Forth floor roof casting,% amount over the consideration money will be paid at the time of Fifth floor roof casting ,% amount over the consideration money will be paid at the time of Sixth floor roof casting and lastly% amount will be paid on the date of registration of conveyance deed as well as delivery of possession, which has been mentioned properly in 'D' schedule of this agreement or (a lump sum amount according to desire of the parties) and the purchaser also shall pay the charge of sale agreement and completion of registration of the Sale Deed and at the time of registration of the deed, and GST will be paid by the purchaser accordingly.

- 4.** That the developer shall arrange for all materials as like building, sanitary and electrical materials and barring the building materials in case of any modification in respect of sanitary and electrical materials, extra structure in the flat as per choice of purchaser the developer would be agree to modify the same and the purchaser would be agree to pay the extra chages of all type of modification. The purchaser shall have to put in writing for extra work with signature and those are will be mentioned and maintained in the separate sheet as well as on payment of all extra charges in respect of the flat chosen by Purchaser.
- 5.** That the schedule "B" flat will be construct within Months from the date of execution of the agreement and possession will be deliver provided the purchaser will keep his commitment in matter of payment as stipulated in the schedule 'D' hereunder, and also after completion of conveyance deed, if those installment are paid in time as well as completion of registration of instrument then First Party as well as Developer shall hand over possession of the flat to Third Party / Purchaser.....
- 6.** That if the purchaser fails and neglects to pay the required consideration money by installments and referred in schedule 'D' within due time the First Party as well as the Developer shall have no obligation in delivering possession of the flat. This will be subject to compliance of the terms of this agreement.
- 7.** That the terms and conditions of this agreement shall be binding on the purchaser as well as his/her/their legal heirs and simultaneously the land owner and developer too as well as the legal heirs of parties.

- 8.** That if the purchaser wants extra facilities or excess construction as per requirement provided such are permissible under the present law or rules framed by Burdwan Municipality. Those excess work will be provided for , but in no case if the building rule does not confer, such facilities could not be provided the purchaser in spite of readiness and willingness to pay the extra charges for the same.
- 9.** That in all cases addition and alterations of the flat could not be made. This will be depend upon the structural position of the construction.
- 10.** That the consideration money of the flat may very subject to enhancement of price of steel, cement and other building materials as well as the cost of masons and labours as will be formulated by the State Govt. from time to time for protecting the interest of the labours and employees.
- 11.** That prior to completion of the flat purchaser shall have no right to claim occupation of the flat or reside their temporarily or keep any person for supervision of the construction. This will be under exclusive control of the DEVELOPER and after completion of the flat, confirming party shall give possession of the proposed flat.
- 12.** That if the purchaser complies with all the requisition contained in this agreement and in spite of that the First Party as well as Developer be fail and neglect to give up possession of the flat in respect of which the Agreement is entered with the First Party, and/or Developer, the First Party and or Developer shall be liable for compensation and the amount of compensation would be directed by the District Consumers Residential Forum and if the purchaser fails and neglects to pay any of the installment then notice under registered post would be served on him and in spite of the service of notice the purchase fails and neglects to pay the installments so due within 10 days of the receipt of that notice the agreement shall stand revoked and / or rescinded and the First Party and /or Developer shall have right to allot the flat to some other person and the purchaser shall get back the amount of installments so paid after assignment the said flat by the First Party and / or Developer to the 3rd Party and the Purchaser shall not be entitled to claim any interest thereon and if required the first party shall be at liberty to claim for damages for non-performance of the part of the contract on the part of the purchaser.
- 13.** That the First Party with the help of confirming party shall construct the flat as mentioned in the schedule 'B' hereunder and shown in the blue print affixed in the office

of the Developer/Confirming party and all the facilities enjoined therein shall be provided by the First Party and/or Developer and separate provision for supplies of water, electricity would be provided in each flat and electric charges shall be borne by the purchaser from the date of taking over possession. While the transformer be installed by **W.B.W.S.E.D.C.Ltd.** with the charges of purchaser.

14. That after payment of all installments regarding consideration money, the First Party and/or Developer shall get the sale deed for executing and register the proposed sale deed in the office of the Sub Registrar and the cost of completion of the sale deed shall have to be borne by the purchaser.

15. That the purchaser shall have right to transfer the flat or his right to purchase the flat prior to completion of the sale deed with the consent in writing of the First Party and /or Developer, by payment of% extra charges over the sale value to the developer.

16. That the purchaser with the consent of First Party and/or Developer shall be at liberty to nominate for transferring his right or getting the flat to 3rd Party. But it all depends upon the first party and developer. Normally all nominations could be used after payment of full consideration money of the flat as mention in para 15.

17. That the stair case and other space meant for common enjoyment as has been provided in the blue print shall be used jointly by other co-purchasers of the flat. But in no case the purchaser shall have any right to create any obstruction in the matter of user of the common spaces, by other co-owners of the proposed flat.

18. That by courts of law or any contiguous owner issues any restrain order in constructing the flat then the time provided for shall have to be extended subject to vacation of the ad interim order of injunction. But if the First Party and/or Developer is not being restrained by any court of law then time shall be the essence of contract and it shall have to be followed by both the First Party as well as Developer and the purchaser. Simultaneously if the purchaser be fail to purchase said flat in due time as mentioned in schedule 'D' then his right to get the flat shall be forfeited.

19. That during the period of construction of the flat the purchaser shall have no right to interfere over the proceedings and /or claim any entry therein at any time, but with the consent of the developer and/or First Party the purchaser may visit thereon. The purchaser shall visit the site at the anytime but 4 P.M. to 6 P.M. the curiosity of

purchaser would the full filled only the developer, owner and Head Supervisor barring it the purchaser shall have no right to make any Contract with the masons and labour. In case of any modification, after making prior appointment along with written suggestions the purchaser shall visit the site and it will be allowed only to the Engineer, Head Supervisor and Developer, and without any written suggestion signed by the purchaser no modification will be completed. But in no other cases the purchaser shall have right to interfere therein and after handed over the flat the purchaser shall have no right to make any blame to the developer in respect of construction work.

- 20.** That the possession of the flat will be delivered after completion of the entire unit of the flat building. The purchasers shall form a society along with the co-owners of the flat and shall get the common areas maintained by the members of the society and shall also pay the building tax and rent, if there be any, and shall bear the expenses to maintain the common areas as well as 24 hours security and shall also pay electric bills for lighting in common area and lifting water to the overhead tank, and for the same the first party shall arrange for installation one submersible pump through which the water shall be lifted and it shall be stored in a common tank over the top floor.
- 21.** That the purchaser shall acquire proportionate share in land according to measurement of the flat as mentioned in schedule 'B', beams, joice and plinth and the superstructure, but his possession shall be confined within the 'B' schedule property along with right of enjoyment of common area with there co-owner as jointly.
- 22.** That the purchaser shall bear proportionate extra charges if suggested for additional amenities provided the developer agrees with the same.
- 23.** That the society and / or association shall mutata all owners names in the register and that to be maintained by the society and the member of the society shall pay necessary charges as may be required for maintenance and / or upkeepment and protection of common area and / or caretaker as well as security guard room and also Generator Room, if there be any.
- 24.** That after completion of the flat within the stipulated period as referred to earlier, possession of the flat shall be delivered. The purchaser shall not for any reason whatsoever rescind or terminate the contract. But the first party may terminate it for common purpose of the contract and the purchaser shall not be entitled to claim any damages on account of his failure in performing the contract. All notices and letters shall

be deemed to have been served if it is being posted in the registered address of the parties to this deed given in the cause title of the deed.

- 25.** That the purchaser further undertakes to get the said flat in good substantial repair and after completion shall keep it free from any damages and shall not make any additions and / or alterations which may cause damage or damages to the contiguous flat owners.
 - 26.** That the purchaser shall not obstruct the party or the association in their acts, relating to the common purpose.
 - 27.** That the purchaser shall not through or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the common portion save at the places indicated therefore.
 - 28.** That the purchaser shall not carry on or caused to be carried on any obnoxious or injurious activities in the said flats and car parking space or the common portion.
 - 29.** That the purchaser shall not keep or store any offensive, illegal, combustible obnoxious, hazardous or dangerous articles in the said flat, car parking space and in common place of the apartment.
 - 30.** The purchaser shall not keep any heavy articles or things which are likely to damage the floors or operate any machine which likely to damage the floor save usual home appliances.
 - 31.** That this agreement will not confer over the purchaser save and except the right to purchase, the right of fulfillment of terms of the agreement on payment of the consideration money.
- J. 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.
- K. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- L. 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 Vendor and 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):-

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

- Provided break up of the amount such as cost of apartment, cost of exclusive balcony or verandah area, cost of exclusive open terrace areas, proportionate cost of common areas, preferential location charges, tax, maintenance charges as per para II etc., if/as applicable

- [AND] [if/as applicable]

Cost of Apartment Rs.

Proportionate Cost of Common Area Rs.

Cost of exclusive Balcony Rs.

GST Rs.

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 paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per Para. II etc. and includes cost for providing all other facilities, amenities and specification to be provided within the Apartment/ 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 development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority, from time to time. The Promoter

undertakes and agrees that while raising a demand on the Allottee(s) for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/ order/ rules/ regulations to that effect along with the demand letter being issued to the Allottee(s), which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the Allottee.

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

1.5. The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee(s) by discounting such early payments @ 2% per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee(s) by the Promoter.

1.6. It is agreed that the Promoter shall not make any addition and alteration in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at Schedule 'D' and Schedule 'E' (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the Apartment/ 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 construction of the building is complete and the occupancy certificate granted by the competent authority, by furnishing details of the changes, if any in the carpet area. The Total Price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area then the Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the Apartment, allotted to 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 and the Allottee agrees that the Apartment/ Plot along with ----- covered parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/ combined with any other project in its vicinity or otherwise accept for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottee(s) of the Project.

1.10. The Promoter agrees to pay all outgoings / dues before transferring the physical possession of the Apartment to the Allottee(s) which it has collected from the Allottee(s), for the payment of outgoings/dues (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). If the Promoter fails to pay all or any of the outgoings/ dues collected by it from the Allottee(s) or any liability, mortgage loan and interest thereon before transferring the Apartment to the Allottee(s), the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings/ dues and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.

1.11. The Allottee has paid a some of Rs. ----- (Rupees----- only) as booking amount being part payment towards the Total Price of the [Apartment/ 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 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-----payable at----- .

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

3.1. The Allottee, if residence outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act,1999 ('FEMA'), Reserve Bank of India Act, 1934 ('RBI' Act) and the Rules and Regulation made thereunder or any statutory amendments or modifications made thereof and all others applicable laws including that of remittance of payment, acquisition/ sale/ transfer of immovable properties in India etc. and provide the Promoter with such permission, approval which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulation of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/ her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/ she may be liable for any action under Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

3.2. The Promoter accepts no responsibility in regard to matters specified in Para 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regards. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoters immediately and comply with necessary formalities if any, under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of Allottee and such third party shall not have any right in the application/allotment of the said Apartment/ Plot apply for herein in any way and the Promoter shall be issuing the payment receipts in favor of the Allottee only.

4. ADJUSTMENT/ 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.

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 Burdwa Municipality (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 onunless there is de 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 lay or failure due to war, flood, drought, fire, cyclone earthquake or any other calamity caused by nature effecting the 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 developer on account of suspension or revocation of the registration under the provisions of the Act; or for any other reason; the Promoter shall be liable, on demand to the Allottee, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the [Apartment/ 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 here by represents and warrants to the Allottee(s) a 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 o/such encumbrances including any rights, tit/e, 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/Ploat] 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, 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;
- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

9.2. In case of default by the Promoter under the conditions listed above, Allottee(s) is entitled to the following:-

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

Provided that where an Allottee(s) does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the [Apartment/ 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 ----- 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.

- (iii) In case of default by Allottee under the conditions listed above continues for a period beyond 3 (three) 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 :

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 **(SHARADA AABASAN)**, 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 :

- 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 grantees that he/ she would not put any sign-board/ name-plate, neon light, publicity material or advertisement material etc. on the façade of the building or anywhere on the exterior of the Project, building therein or common areas. The Allottee also not change the color scheme of outer wall or painting of the exterior side of windows or carry out any change in the exterior elevation or design. Further the Allottee shall 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 wall of the [Apartment/ Plot].
- 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 has been approved by the competent authorities and disclosed, except for as provided in the Act.

18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Promoter executes this Agreement he shall not mortgage or create a charge on the said [Apartment/ Plot/ Building] and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee(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 West Bengal Apartment Ownership Act. The promoter showing compliance of various laws/ regulations as applicable in The Act.

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 at Howrah as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee(s) and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee(s) for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee(s), application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee(s) in connection therewith including the booking amount shall be returned to the Allottee(s) without any interest or compensation whatsoever.

21. ENTIRE AGREEMENT:

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof. and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Apartment/ 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 waive 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 Vendor and 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 Howrah. Hence this Agreement shall be deemed to have been executed at Howrah.

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 SAMANTA HOUSING DEVELOPER	Allottee(s) name
Regd. Office at Raina Madhya Para , Vill.+ P.O. + P.S. – Raina , Purba Bardhaman -713142	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 for such apartment, plot or

building, as the case may be, shall not be construed to limit the rights and interests of the allottee under the agreement for sale or under the Act 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.

*(Please insert any or/her terms and conditions as per contractual understanding between the Parties. However, please ensure that such additional terms and conditions are not in derogation of] or Inconsistent with the terms and conditions set out above or the Act and the ru/es and Regulations mode **thereunder.**)*

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

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee: (including joint buyers)

(1) Signature _____

Name _____

Address _____

(2) Signature _____

Name _____ Address _____

*Please affix
photographs
and sign
across the
photograph*

*Please affix
photographs
and sign
across the
photograph*

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Promoter:

(1) Signature _____

(2) Signature -----

Please affix
photographs
and sign
across the
photograph

*“ M/S SAMANATA HOUSING DEVELOPER “ being represented by its
Managing Partners*

SRI DEBASIS SAMANTA (Managing Partner)

S/o Sri Kali Charan Samanta, by faith- Hindu, by profession – Business,
resident of Shankharipukur, Golahat, Post Office: Sripally, P.S.
Barddhaman Sadar, Dist. Purba Bardhaman, Pin - 713103; **PAN:**
AVOPS7016H ; and

At _____ on _____ in the presence of:

WITNESSES:

1. Signature _____
Name _____ Addis _

2. Signature _____ Name _____ Address _____

SCHEDULE-'A'

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

ALL THAT PIECE AND PARCEL OF THE LAND WITH UNDERCONSTRUCTION MULTISTOREID
RESIDENTIAL CUM COMMERCIAL STRUCTURES THEREON that piece of land by measuring
0.070 acare and /or 3049.2 sq. ft. more-less area of land being R.S. Khatian No. 1636, R.S Plot

No. 7039/7539 and in the L.R.R.O.R, the Khatian No. 7892 & 7893 and Plot No. 5861, classification of land Bastu, within Mouza Radhanagar, J.L. No. 39, under P.S. Bardhaman, Dist. Purba Bardhaman and being Holding No. 110 within ward No. 9, Kalibazar Mahalla under Bardhaman Municipality. The said land is earmarked for the purpose of building residential project comprising multistoried apartment buildings and the said project shall be known as Named **“SHARADA AABASAN”**

AND THE SAID PREMISES IS BUTTED AND BOUNDED BY.

- On the North:** 5’6” common passage,
On the South: 25 ” Kalibazar Road (*Municipal Road*),
On the East: COV. Drain with Road of Municipality,
On the West: II STD Building of Gour Kar,

SECHEDULE “B”

SCHEDULE ‘B’

(Description of the Flat to be sold)

ALL THAT INDEPENDENT FLAT being **Flat No. “.....”**, (Also known as **Flat No.**) on theth (.....) **Floor** of the proposed building to be erected on the “A” schedule land measuring Area of **Sq. Ft.(apppx.)** including super built up area intend to purchase. The flat consisting of brick-work of Nos. Bed Rooms,Nos. Dining – Cum –Drawing room, Nos. kitchen, Nos. privy with Nos. bathroom, Nos. Veranda subject to variation as per construction along with the parking space with measurement as Sq.ft. at ground floor with undivided proportionate impartible share of the land underneath the building in relation to the area of the apartment, together with the right of enjoyment of the common areas and facilities on the Residential Building named and styled as **“SHARADA AABASAN”** .

SCHEDULE- 'C' - PAYMENT PLAN

THE THIRD SCHEDULE ABOVE REFERRED TO

PART-I

Specified dates for making payments :-

Consideration for the Undivided share and for construction and completion of the aforesaid **Unit/Flat** and Parking Space total AGREED CONSIDERATION of **Rs.**/- (**Rupees Lakhs Only**) excluding GST, additional charges and other payable charges by the purchasers as stated above including the GST.

PART-II

PAYMENT SCHEDULE

- ** **1st Payment** :- At the Time of Booking of the said Flat and Parking Space of Rs. ...
.....(Rupees Only) amount over the consideration money will have to be paid through **Cheque Payment** vide **Cheque No. "....."** of **Bank**, dated/...../201..... and vide **Cheque No. "....."** of **Bank**, dated/...../201....., total amounting to **Rs.**/- (**Rupees Only**).
- ** **2nd Payment** 20 % amount over the consideration money will have to be paid immediately at the time of Agreement for Sale via Cheque/DD/RTGS/Cash..
- ** **3rd Payment** 15 % amount over the consideration money will have to be paid at the time of Ground Floor roof casting via Cheque/DD/RTGS/Cash.
- ** **4th Payment** 10 % amount over the consideration money will have to be paid at the time of First Floor roof casting via Cheque/DD/RTGS/Cash..
- ** **5th Payment** 10 % amount over the consideration money will have to be paid at the time of Second Floor roof casting via Cheque/DD/RTGS/Cash..
- ** **6th Payment** 10 % amount over the consideration money will have to be paid at the time of Third Floor roof casting via Cheque/DD/RTGS/Cash.
- ** **7th Payment** 10 % amount over the consideration money will have to be paid at the time of Forth Floor roof casting via Cheque /DD/RTGS/Cash.,
- ** **8th Payment** 10 % amount over the consideration money will have to be paid at the time of FifthFloor roof casting via Cheque /DD/RTGS/Cash.

** **9th Payment** 10 % amount over the consideration money will have to be paid at the time of Sixth Floor roof casting via Cheque/DD/RTGS/Cash.

** **10th Payment** after completion of Roof Casting of the 6th Floor and lastly 5 % amount will be paid via Cheque/DD/RTGS/Cash, on the date of registration of conveyance deed as well as delivery of possession, which has been mention properly in "C" schedule of this agreement and the purchaser also shall pay the charge of sale agreement and completion of registration of the Sale Deed and at the time of registration of the deed, the booking amount will be adjusted.

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

(Description of essential amenities of building, each flat and Common Area)

1. **Floor** ----- Total floor inside the flat will be covered by marble (2'x1'x1/2")
2. **Glazetiles** ----- 5'6" height from floor at bathroom and 2'6" height from gas slab at kitchen room and one marble gas slab (5'-0"x18")
3. **Inner wall** ----- The inner wall ofr the flat will be covered by wall putty.
4. **Colour** ----- Colour of Inner wall will be according to choice and cost of the purchaser.
5. **Basine** ----- One basine at dinning.
6. **Sink** ----- One steel sink at kitchen along with one bib-cock connection.
7. **W. C. Pan** ----- Two W.C. Pan (Anglo Indian) for two bathrooms.
8. **Tap Connection** -----One tap connection in basin at dinning and one shower in any one bathroom, one tap connection at each both bathroom and one flush connection at each W.C.
9. **Pipline** ----- All the sanitary, and rainwater pipeline of each flat and building will be of P. V. C. Pipe.
10. **Water Connection** ---- The inlets and outlets for water from Submersible to the over head tank and from the said tank to each flat the water pipeline will be of P.V.C. pipe and the inner portion of each flat the water connection will be full conceal with P.V.C. pipe.
11. **Electric Connection** ----- The electrical wirings connection of building and each flat

will be full concealed with wire.

12. Electric Point -----

(A) Kitchen ----- One light point , one exhaust point , one mixy point and one plug point.

(B) Bath room ----- One light point and one exhaust point (Gizer point if any at the cost of purchaser.)

(C) Dinning room ----- Two light points, one fan point, one plug point, one T.V. point, one Freeze point.

(D) Bed room ----- Two light point, one fan point and one plug point and one night lamp point in each bed room. (A.C. point if any at the cost of the purchaser)

(E) Veranda ----- One light and one plug point.

Beside the above mentioned points one calling bell point at the front door of each flat (M.C.B. will be provided at each flat at the cost of purchaser and any other points if required by the purchaser the developer will perform on poayment of extra charges by the purchaser as will be assessed by the developer with the consultation of the electrical mistry). And all plugs ans whitch will be of "ISI marked".

13. Door and Window ----- The all doors and windows of flats will be of wooden.

14. Colour ----- Colour of outer wall, all grill will be furnished by developer with direction of engineer and designer.

15. Grill ---- Design of grill of windows and veranda and handle of staircase will be selected by the developer and the Engineer, where in veranda should be steel half grill.

16. Collapsible Gate ---- In the main gate of the building the collapsible gate will be affixed by developer but in case of collapsible gate for flat, if required by the purchaser that will be affixed by developer on payment of extra cost by the purchaser.

17. Stair Case ---- Stair case of the building will be of marble base and handle of the stair case will be steel grill fitting.

N.B. any extra work except the above mentioned terms and conditions of the items te

cost will bear by purchaser / flat owner with the prior permission of developer. In case of any extra work that would be placed before the developer in written and signed by the purchaser for permission of the developer.

SCHEDULE- 'E' - SEPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE APARTMENT/ PLOT)

- (i) Full complete & absolute right of user in common with other apartment owners that stair case and landing on all floors and vacant land.
- (ii) Full complete and absolute right of user in common with other apartment owners the common passage to the building from the municipal road for ingress and egress to the from the 'B' schedule apartment within 'A' schedule.
- (iii) Full complete and absolute right of user in common with other apartment owners the water pump and motor, tube well, the rain-drainage sewerage and water supply system, pipes and other common passage and plumbing installations.
- (iv) Full complete and absolute right of user in common with other apartment owners the electrical wiring, meters and installation.
- (v) Full complete and absolute right of user in common with other apartment owners the boundary walls and main gate.
- (vi) Full complete and absolute right of user in common with other apartment owners all the right of vertical , lateral, overhead and underneath support of the main load-bearing, separating and common columns/ walls in and around the "B" schedule apartment and the entire building.
- (vii) Full complete and absolute right of user in common with other apartment owners all usual easements, rights, privileges, facilities and liberties specified herein.
- (viii) Such other common parts, areas, equipments, installations, fixtures , fittings, and spaces in or about the proposed building as are necessary for the use and occupancy of the apartment in common and as are specified by the owner to be the common parts after construction of the building. The purchasers shall form a society along with the other co-flat owners in presence of developer and they shall register the society as per West Bengal Apartment ownership Act 1972, and shall get the maintenance of common areas by the members of the society. The flat owners / purchasers shall pay in proportionate rate the taxes and rents of the common areas and building, if there be any, and shall bear the expenses in proportionate rate to maintain the common meter of the apartment for lighting the common areas and lifting water the over head tank and salary of sweeper and security for 24 hours of the apartment

IN WITNESSES WHEREOF, the parties have hereunto set and subscribed their respective hands and seals on the Day, Month andYear first above written.

Memo of Consideration

The **FIRST PART** and The **SECOND PART** hereby doth admit and confirm about RECEIPT and RECEIVING of and from the within named **INTENDING PURCHASERS/TRANSFERREES** the sum of **Rs.**/- (**Rupees Only**) in advance at the Time of Booking of the said Flat and Parking Space and at the Time of Execution of this Agreement for Sale amounting **Rs.**/- (**Rupees Only**) through **Cheque Payment** vide **Cheque No. “.....”** of **Bank**, dated/...../201..... and vide **Cheque No. “.....”** of **Bank**, dated/...../201....., total amounting to **Rs.**/- (**Rupees Only**) out of agreed and settled consideration amount of the Flat and Parking Space **Rs.**,.....,...../- (**Rupees Only**) excluding GST, additional charges and other payable charges by the purchasers as stated above including the GST and additional expenses being the Transformer cum Electricity Connection Charges.

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

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