

Date : _____

THIS DEED OF AGREEMENT FOR SALE made this day of

, Two Thousand and Eighteen, (2019)

BETWEEN

G S Construction

Manish Thakur

Partner

Date : _____

SMT. NILA RANI SARKAR, having Permanent Account Number- **JQVPS6848N**, wife of- Late Niranjana Sarkar, by faith- Hindu, by occupation- Housewife, by Nationality- Indian, residing at - 6/1/C, Daspara Lane (New), Post Office- Morepukur, Police Station- Rishra, District- Hooghly, Pin- 712250, in the state of West Bengal, in the state of West Bengal, hereinafter called the '**OWNER/VENDOR**' (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include her heirs, executors, successors, legal representatives, successors and assigns) of the **FIRST PART**. Represented by its Constituted Attorney **M/s. G.S. CONSTRUCTION**, a registered partnership firm being Permanent Account Number- **AANFG8527B**, having its office at 3/216/A/12, Dr. B. C. Roy Sarani, 5th lane P.O. Morepukur, P.S. Rishra, District - Hooghly, Pin- 712250, represented by its partners namely (1) **SRI ANUP SAHA**, having Permanent Account Number- **DQBPS3489F**, son of Late Balaram Saha, by Caste - Hindu, by Occupation - Business, by Nationality - Indian, of 97/1, Laxmi Polly, P.O. Morepukur, P.S. Rishra, District-Hooghly, Pin- 712250, (2) **SRI MANISH THAKUR**, having Permanent Account Number- **AMSPT8092R**, S/o. Anand Thakur, by Caste - Hindu, by Occupation - Business, by Nationality - Indian, of 3/216/A/12, Dr. B. C. Roy Sarani, 5th lane, P.O. Morepukur, P.S. Rishra, District-Hooghly, Pin- 712250 by a Deed of Development Cum Power of Attorney dated 21st March 2018, which is duly registered in Book No-1, Volume number- 1903-2018, Pages no- 28630 to 28668, being no-190300586 for the year 2018 in the

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Office of the A.R.A-III, Kolkata West Bengal.

AND

....., hereinafter called 'the **PURCHASER**'
(which expression shall unless excluded by or repugnant to the context be
deemed to mean and include their heirs, executors, administrators, legal
representative, and/or assigns) of the **SECOND PART**.

AND

M/s. G.S. CONSTRUCTION, a registered partnership firm being Permanent
Account Number- **AANFG8527B**, having its office at 3/216/A/12, Dr. B. C.
Roy Sarani, 5th lane P.O. Morepukur, P.S. Rishra, District - Hooghly, Pin-
712250, represented by its partners namely **(1) SRI ANUP SAHA**, having
Permanent Account Number- **DQBPS3489F**, son of Late Balaram Saha, by
Caste - Hindu, by Occupation - Business, by Nationality - Indian, of 97/1,
Laxmi Polly, P.O. Morepukur, P.S. Rishra, District-Hooghly, Pin- 712250, **(2)**
SRI MANISH THAKUR, having Permanent Account Number-
AMSPT8092R, S/o. Anand Thakur, by Caste - Hindu, by Occupation -
Business, by Nationality - Indian, of 3/216/A/12, Dr. B. C. Roy Sarani, 5th
lane, P.O. Morepukur, P.S. Rishra, District-Hooghly, Pin- 712250. (which
expression shall unless excluded by or repugnant to the context mean and
include its heirs, executors, successors, administrators, representatives and
assigns) herein after called the "**DEVELOPER/CONFIRMING PARTY**" of the
THIRD PART.

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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 Act, 2018 made under the West Bengal Housing Industry Regulation Act, 2017.
- (c) **"Regulation"** means the Regulation made under the West Bengal Housing Industry Regulation Act, 2017;
- (d) **"Section"** means a section of the Act.

WHEREAS

- A. Smt. Nila Rani Sarkar wife of Late Niranjan Sarkar (herein the Owner) became the absolute owner of one piece and parcel containing an area of 03 Katha 12 chattak and 00 sq.ft. be a little more or less comprised in C.S.Plot No- 2548 R.S. Dag No- 2548, L.R. Dag No- 7473 L.R. Khatian No- 5567 J.L. No- 27, Mouza- Rishra, Post Office- Morepukur, Police Station- Rishra, District- Hooghly, morefully described in the First Schedule hereunder by a written virtue of a registered deed of Sale by Shri. Chittaranjan Dutta son of Late Mohan Dutta which is recorded in Book No- 1, Volume No- 37, Pages No- 262 to 272, Being number 1305 for the year 1973 registered before the office of Sub-Register of Serampore under District- Hooghly.
- B. The above named Owner/Vendor is willing to develop the abovesaid

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landed property but she is unable to make the construction in lack of time and capital and so that they approached the **Developer** to develop the above said First Schedule Property by making construction of a storied and/or multistoried building upon the said Schedule property thereon and thereafter the Vendors entered into an Development Agreement Cum Power of Attorney with the **Developer** by virtue of written Agreement dated 21st March 2018, which is duly registered in Book No-1, Volume number- 1903-2018, Pages no- 28630 to 28668, being no-190300586 for the year 2018 in the Office of the A.R.A-III, Kolkata West Bengal

- C. The said land is earmarked for the purpose of building a [commercial/residential/any other purpose] project comprising multistoried apartment building and the said project shall be known as **"KRITTIKA- 6"**
- D. The Promoter/Developer if fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter/Developer regarding the said Land on which Project is to be constructed have been completed.
- E. The Promoter/ Developer 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 the Rishra Municipality. The Promoter/Developer agrees and undertakes that it shall not make any changes to these approved plans except in strict

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compliance with section 14 of the Act and other law as applicable.

F. The Promoter/Developer has registered the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at Kolkata on _____ under 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 _____ sq. ft, Built up area _____ sq.ft and Super built up area of _____ of marble flooring in _____ floor, along with garage/covered parking no _____ admeasuring _____ sq. ft in the floor, as permissible under the applicable law and of pro rata share in the common area ("**Common Areas**") as defined under clause (m) of section 2 of the Act (hereinafter referred to as the "**Apartment**") more particularly described in Schedule B and the floor plan or the apartment is annexed hereto and marked as Schedule C.

H. The developer shall cause proper work on the said Flat so as to make it ideal for construction of building and Flat. That in addition to the said Total Consideration the **Purchaser/s** shall also fully co-operate with and pay to the **Developer** its proportionate costs and charges at the time of

Booking of the said unit-

- a. Common expenses of electricity and also deposits security money with W.B.S.E.B. Limited.
- b. Forming association for common purposes.
- c. Forming Costs of Collapsible gate of the said unit.

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- d. Charges of interior Birla wall Putty of the said unit.
 - e. Charges of Granite slab in the kitchen of the said unit.
 - f. Increase in costs due to force major or other unforeseen reason or acts of God or work lying stopped due to the aforesaid reason, and
 - g. Betterment or other levies that may be charged on the premises or the said unit or its transfer or construction in terms hereto partially or wholly.
 - h. Forming cost of Transformer (if any).
 - i. Forming cost of Association.
- I. 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.
- J. The parties, relying on the confirmation, representations and assurance of each other to faithfully abide by all the terms, conditions and stipulation contained in this Agreement and all applicable laws, are now willing to enter into this agreement on the terms and conditions appearing hereinafter.
- K. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter/Developer hereby agrees to sell and the Allottee hereby agrees to purchase theand the garage/covered garage parking (if applicable) as specified in para G.

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AND WHEREAS due to urgent need of money the Land Owner want here to commercially exploit the said property by construction of a multi storied building upon the said land morefully and particularly mentioned in the schedule given below, subject to approval of building plan to be sanctioned by the local municipality,

AND WHEREAS the **Developer** has initially decided to construct a multi storied residential building of the said premises an area of 3 kattahs 12 Chittacs and 00 square feet more or less morefully describe in the **FIRST SCHEDULE** hereunder written (hereinafter referred to as the **Portion of the said premises**) and accordingly submitted and got a building plan sanctioned being no B.207/2018-19 (hereinafter referred to as **the said Plan**) from the Rishra Municipality for construction of storied building.

NOW THEREFORE, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuable consideration, the Parties agree as follows:

1. **TERMS:**

1.1. Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the [Apartment/Plot] as specified in para G.

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- 1.2. The Total Price for the said unit based on the Carpet area is Rs.
- 1.3. The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.
- 1.4. The Allottee(s) shall make the payment as per the payment plan set out in Schedule C.
- 1.5. The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @ _____% per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.
- 1.6. It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities

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described therein in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Allottee. Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.

1.7. The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the 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 any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified 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 allotted to Allottee, the Promoter shall demand that from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this Agreement.

1.8. Subject to Clause 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the [Apartment/Plot] as mentioned below:

- I. The Allottee shall have exclusive ownership of the [Apartment/Plot];
- II. The Allottee shall also have undivided proportionate share in the

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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 Area along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the promoter shall convey undivided proportionate title in the common areas to the association of allottees 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, fire detection and firefighting equipment in the common areas etc. and includes cost for providing all other facilities as provided within 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 _____ garage/closed parking shall be treated as a single indivisible unit for all purposes. It is agreed that

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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 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 institutions, which are related to the project). If the Promoter fails to pay all or any of the outgoings 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 outgoings 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 therefor by such authority or person.

1.11. The Promoter agrees to pay all outgoings before transferring the

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physical possession of the apartment to the Allottees, which it has
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collected from the Allottees, for the payment of outgoings (including
land cost, ground rent, municipal or other local taxes, charges for
water or electricity, maintenance charges, including mortgage loan and
interest on mortgages or other encumbrances and such other liabilities
payable to competent authorities, banks and financial institutions,
which are related to the project). If the Promoter fails to pay all or any
of the outgoings 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 outgoings 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 therefor by such authority or
person.

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1.12. The Allottee has paid a sum of Rs, _____

(Rupees

1.13.

1.14.

1.15.

1.16. _____ 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 as may be demanded by the Promoter within the time and in the 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 demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/ c Payee cheque/demand draft or online payment (as applicable) in favour of 'G.S.CONSTRUCTION' payable at Kolkata..

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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 and Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals 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 Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

3.2 The Promoter accepts no responsibility in this regard. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee

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subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit 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 unit 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 specifications of the [Apartment/Plot] and

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accepted the Payment Plan, floor plans, layout plans [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. 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 provision prescribed by the West Bengal Housing Industry Regulation Act, 2017 and shall not have an option to make any variation/alteration/modification in such plan, other than in the manner provided under the Act, and breach of this term by the promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE APARTMENT.

7.1 Schedule for possession of the said [Apartment/Plot]: The Promoter agrees and understands that timely delivery of possession of the [Apartment/Plot] is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the unit on _____, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter

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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 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 the entire amount received by the Promoter from the allotment within 45 days from that date. After refund of the money paid by the Allottee, Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all 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 in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter shall give possession of the [Apartment/Plot] to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter/association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within _____ days of

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booking amount paid for the allotment. The balance amount of money paid by the allottee shall be returned by the promoter to the allottee within 45 days of such cancellation.

7.6. Compensation -

The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for compensation under this section shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the [Apartment/Plot] (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; 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 allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the [Apartment/Plot], with interest at the rate specified in the Rules within 45 days including compensation in the manner as

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provided under the Act. Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the [Apartment/Plot].

8. REPRESENTATIONS 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 said 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 litigations pending before any Court of law with respect to the

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said Land, Project or the [Apartment/Plot];

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(v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and [Apartment/Plot] are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and [Apartment/Plot] and common areas;

(vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;

(vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said [Apartment/Plot] which will, in any manner, affect the rights of Allottee under this Agreement;

(viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [Apartment/Plot] to the Allottee in the manner contemplated in this Agreement;

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(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 and the common areas to the Association of the Allottees;

(x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;

(xi) The 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;

(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 the said Land and/or the Project.

9. EVENTS OF DEFAULT AND CONSEQUENCES:

9.1 Subject to the Force Majeure clause, the Promoter shall be

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considered under a condition of Default, in the following events:

(i) Promoter fails to provide ready to move in possession of the Unit to the Allottee within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects;

(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 Promoter under the conditions listed above, Allottee is entitled to the following:

(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 be required to make the next payment without any penal interest; or

(ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the apartment, along with interest at the rate specified in the Rules within forty-five days of receiving the termination notice:

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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 specified in the Rules, for every month of delay till the handing over of the possession of the [Apartment/Plot].

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 demand made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate specified in the Rules.

(ii) In case of Default by Allottee under the condition listed above continues for a period beyond _____ consecutive months after notice from the Promoter in this regard, the Promoter shall cancel the allotment of the [Apartment/Plot] in favour of the Allottee and refund the amount money paid to him by the allottee 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 complete amount of the Price of the

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[Apartment/Plot] 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 the Common Areas within 3 (three) months from the issuance of the occupancy certificate*. However, in case the Allottee fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Promoter is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/penalties imposed by the competent authority(ies).

11. MAINTENANCE OF THE BUILDING/APARTMENT/PROJECT:

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of the allottees. 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 the agreement for sale relating to such

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development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects 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 APARTMENT FOR REPAIRS:

The Promoter / maintenance agency / association of allottees shall have rights of unrestricted access of all Common Areas, garages/closed parking's and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of allottees and/or maintenance agency to enter into 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 AND SERVICE AREAS: The basement(s) and service areas. If any, located within the Krittika 7, shall be ear-marked 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, firefighting pumps and equipments

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etc. and other permitted uses as per sanctioned plans.

15. COMPLIANCE WITH RESPECT TO THE APARTMENT:

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

15.2 The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the 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] or place any heavy material in the common passages or staircase of the

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Building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the [Apartment]

15.3. . The Allottee shall plan and distribute its 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, NOTIFICATIONS ETC. BY PARTIES:

The Parties are entering into this Agreement for the allotment of a unit, with the full knowledge of all laws, rules, regulations, notifications applicable to the project.

17. ADDITIONAL CONSTRUCTION:

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan has been approved by the competent authority(ies) 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 [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

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affect the right and interest of the Allottee 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 Housing Industry Regulations Act, 2017. The Promoter showing compliance of various laws/regulations as applicable in West Bengal.

20. 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 schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30(thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums

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deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

21. ENTIRE AGREEMENT

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, 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 THE AGREEMENT APPLICABLE ON 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 Project shall equally be applicable to and enforceable against any subsequent Allottees of the [Apartment/Plot], in case of a transfer, as the said obligations go along with the [Apartment/Plot] for all intents and purposes.

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24. WAIVER NOT A LIMITATION TO ENFORCE

24.1 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 Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottees.

24.2. Failure on the part of the Promoter 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 Act or the Rules and Regulations made thereunder 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

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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 has to make any payment, in common with other Allottee(s) in 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 complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in _____ after

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F. or

Date : _____

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. Hence this Agreement shall be deemed to have been executed at _____.

29. NOTICES:

That all 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:

_____ Name of Allottee

_____ (Allottee Address)

M/s _____ Promoter name

_____ (Promoter 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.

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30. JOINT ALLOTTEES:

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

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 or the rules or the regulation 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 laws of India for the time being in force.

33. DISPUTE RESOLUTION:

The party raising disputes shall serve a notice to the other party at the address mentioned herein or to its last known address detailing therein the

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grievances and/or differences and within 15(fifteen) days of receiving such notices, there would be a joint meeting between the parties for amicable settlement of the disputes and/or mitigating the grievances of the concerned party. In case the disputes cannot be settled in the said meeting or within any mutually extended time then the parties could take recourse to arbitration proceedings as mentioned herein below.

All disputes and differences between the parties hereto with regard to interpretation of this agreement and/or for implementation and/or in any way relating to or in any manner arising in pursuance thereof shall be finally decided and resolved by arbitration in accordance with the provisions of the Arbitration and Conciliation Act 1996 and any subsequent amendments thereof. The matter requiring arbitration will be referred to a sole arbitrator to be appointed by the **Developer** and sitting of the arbitral tribunal will be at Kolkata only. The parties shall accept the award passed by the Arbitrator.

THE FIRST SCHEDULE ABOVE REFERRED TO:

(THE LAND)

ALL THAT piece and parcel of "Bastu" land measuring an area about **03 Katha 12 chattak and 00 sq.ft** be a little more or less with **100 sq.ft R.T. SHED Structure** comprised in C.S.Plot No- 2548, R.S. Dag No- 2548, L.R. Dag No- 7473 L.R. Khatian No- 5567, J.L. No- 27, Mouza- Rishra, corresponding Municipal Holding No. 6/1/C Daspara Lane(New), P.O- Morepukur, P.S-

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Partner

Date : _____

Rishra, Pin Code- 712250, under the ambit of Rishra Municipality under District -Hooghly in the State of West Bengal butted and bounded as follows:-

ON THE NORTH :

ON THE SOUTH :

ON THE EAST :

ON THE WEST :

THE SECOND SCHEDULE ABOVE REFERRED TO:

(THE FLAT)

ALL THAT piece and parcel of proposed Residential Flat with marble flooring being flat no- _____, on the _____ floor, measuring about _____ Sq.ft. carpet area, _____ sq. ft Built up area, _____ super built up area, more or less of super built up area (out of Developer's allocation) with water and electrical facilities of multi storied building erected and built upon a land mentioned in the first schedule together with undivided proportionate indivisible impartible variable share in the land of the premises being no No- 6/1/C Daspara Lane(New), P.O- Morepukur, P.S- Rishra, Pin Code- 712250, under the ambit of Rishra Municipality under District - Hooghly under the Jurisdiction of Rishra Municipality. Shown in the plan annexed herewith and marked with border Red.

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Date : _____

ON THE NORTH :

ON THE SOUTH :

ON THE EAST :

ON THE WEST :

THE THIRD SCHEDULE ABOVE REFERRED TO:

Total consideration of the said unit No-, on Second floor Rs. per sq.ft.	Rs. /-
Electricity Deposit charges	Rs...../-
Cost of Collapsible Gate	Rs...../-
Cost of Granite Slab in Kitchen	Rs...../-
Marble or Tiles extra cost(if Applicant desire to change)	Rs...../-
Forming Cost of Transformer (if any)	Rs...../-
TOTAL	Rs. /-

PART-II

(MODE OF PAYMENT OF THE TOTAL CONSIDERATION)

On Booking 10% or more or less of the Total consideration amount received on Booking	Rs. /-
Upon Completion of Construction of First Floor 20% of the Total consideration amount.	Rs

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Upon Completion of Centering of Third and fourth Floor 20% of the Total consideration amount.	Rs
Upon Completion of Brick work from Ground to Second Floor 15% of the Total consideration amount.	Rs
At the time of Inside Plaster and Brick work of the Building 10% of the Total Consideration amount.	Rs
At the time of Outside Plaster and interior finishing of the Building 10% of the Total Consideration amount.	Rs
Balance 15% of the Total Consideration within the delivery of the possession or registry of the said unit.	Rs
<u>TOTAL</u>	Rs. /-

THE FOURTH SCHEDULE ABOVE REFERRED TO:

(COMMON AREAS)

Common areas and facilities shall mean all those areas, passages and facilities situate outside the net area of the flat to be acquired/purchased by the **PURCHASER** but within the land area and which are necessary for the enjoyment of the flat(s) by the occupier/s thereof.

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They are as follows:

1. Entrance corridor on the said floor.
2. Pump room, motor with corresponding electrical connection.
3. Stair case with stair ways, stair case landings leading from ground Second floor entrance to the roof.
4. Column, foundation, corridors, lobbies, stairs, stairs case, open roof terrace etc.
5. Landing and corridor on the said floor.
6. Stair room above roof level.
7. Passage leading to stair way on the said floor.
8. Semi underground reservoir.
9. Semi underground septic tank.
10. Water connection including main ferule.
11. Electric meter room/space, common electric meter with corresponding main switch common main line etc.
12. Security light in and around the building.
13. Boundary walls with pillars.
14. Main Gate/s to the entrance, open side spaces of the building etc.
15. Shower and soil line with pits and master trap within the main premises within which the building is situated.
16. Roof of the building with parapet walls columns railings & pipes and such other common parts, areas, equipments, installations, fittings, fixtures, covered

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For

Date : _____

and opens spaces in or about the said building as are necessary for common purposes.

17. Such other common parts, areas, equipments, installations, fixtures, fittings and space in or about the said building as are necessary for the use and occupancy of the flat/unit in common as are specified by the Owner/Developer to be common parts after construction of the building.

THE FIFTH SCHEDULE ABOVE REFERRED TO

(SPECIFICATION)

STRUCTURE

R.C.C framed structure as per design and specification of the Architect.

WALLS

Brick/RCC walls, both internal and external as per design and specification of the Architect.

INTERIOR FINISH.

Plaster of paris/Birla wall putty/Cement wash on all internal surfaces except where there is tile or stone cladding.

WINDOWS

All windows would have sliding/Casement Aluminium as per design and specification of the Architect.

DOORS

Flush door

Toilet Door

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Date : _____

FLOORING

Living/Dinning room: Marble or Tiles as per Selection of the Purchaser.

Bed Rooms: Marble or Tiles as per Selection of the Purchaser.

Kitchen: Marble or Tiles as per Selection of the Purchaser.

Toilet: Marble or Tiles as per Selection of the Purchaser.

SANITARY

A. WC with showers and Wash Basin of Standard make.

B. Chromium plated fittings of standard make.

C. Provision for Hot & Cold lines in Toilets.

These shall be as per the design and specification of the **Developer**.

MATERIALS.

Ultra Tech Cement.

1No Super Brick

ELECTRICALS

Concealed Copper wiring would be provided in the flats as well as the circulation areas with adequate number of plug points and plastic moulded switches of standard make.

Other facilities like for A.C. wiring, Geezer and etc will have to bear the necessary cost by the **Purchaser**.

LIFT

6 passenger lift of reputed make in the Building.

WATER AND PLUMBING

Water Pump, water reservoir, water tanks, water pipes, and tube well as per

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the design and specification of the **Developer**.

Date : _____

COMMON

- A. All the inside common areas of the said building are to be finished with Birla Wall Putty.
- B. The said unit will have its own transformer.

THE SIXTH SCHEDULE ABOVE REFERRED TO

(COMMON EXPENSES)

1. All cost of maintenance, operating, replacing, white washing, painting, rebuilding, reconstructing, decorating, redecorating and lighting the common portions including the outer walls of the building and boundary wall.
2. The salaries and other expenses of all persons employed for the common purposes, insurance premium, if any, of the said premises.
3. Expenses and deposits for supplies of common utilities to the co-owners.
4. Municipal and other rates taxes and levies and all other outgoing save those separately assessed or incurred in respect of any Unit.
5. Litigation expenses incurred of the common purposes.
6. Office expenses incurred for maintaining the office for common purposes

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Manish Thakur
Partner

Date : _____

IN WITNESS WHEREOF the parties hereto have executed these
Presents the day, month and year first above written.

SIGNED SEALED AND DELIVERED

By the **VENDOR** at Kolkata in the

Presence of:

1.

2.

Constituted attorney of Smt.Nila Rani Sarkar
represented by M/S G.S.Construction

SIGNATURE OF THE LANDOWNER/VENDORS

SIGNATURE OF THE PURCHASER

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Partner

SIGNATURE OF THE DEVELOPER

Drafted by Me

ANAND JHA

Advocate