

ANNEXURE-A

[See rule 9]

Agreement for Sale

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

By and Between

MR. ANANDO SAMONTA, S/o Late Ranjit Samonta, by Nationality –Indian, by faith- Hindu, by profession – Business, resident of C/o Laxmi Roy, House No. 312, Hazra Math, P.O. Sripally, P.S. Bardhaman Sadar, Dist. Purba Bardhaman, Pin - 713103; **PAN: AIEPS1212Q**; *herein after called and referred as the **OWNER** (which express on shall unless excluded his and his respective heirs, executors, administrators, legal representative and assigns) of the party of the **FIRST PART***

AND

“SRADHYA CONSTRUCTION”, (A Partnership Firm having been incorporated under the Partnership Act, 1932) having its Regd. Office at Jilapibagan, P.O. Sripally, City & P.S. Barddhaman, Dist. Purba Barddhaman, Pin – 713103; having **PAN: ADGFS4179R**; being represented by its Managing Partners namely

- 1) MR. NARUGOPAL BHAKAT**, S/o Late Chandi Shankar Bhakat, by faith- Hindu, by profession – Business, resident of Sadarghat, Puratan Bazar, Post Office: Sripally, P.S. Barddhaman Sadar, Dist. Purba Bardhaman, Pin - 713103; **PAN: ADGPB5297F**; and
- 2) MRS. SUCHISMITA SAMANTA**, W/o Mr. Taraknath Samanta, by faith- Hindu, by profession – Business, resident of Golahat, Shakhripukur, P.O. – Sripally, P.S. & Dist. Burdwan, Pin - 713103; **PAN: AMZPS9150J**; *herein after called the **DEVELOPER** (which express on shall unless excluded his/her/their/its respective heirs, executors, administrators, legal representative and assigns) of the party of the **SECOND 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.** The OWNER is the sole and absolute owner 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**").

AND WHEREAS, the **A Schedule** mentioned Plot Numbers which are previously comprising in C.S. Khatian No. 16, R.S. Khatian No. 136 comprising in C.S. & R.S. Plot No. 115 and appertaining L.R. Khatian No. 3093 comprising in L.R. Plot No. 279 of "Bastu" Class of Land under the Sankharipukur Mouza, J.L. No. 38, total measuring 15 Decimals and C.S. Khatian No. 15, comprising in C.S. & R.S. Plot No. 116 and appertaining L.R. Khatian No. 3093 comprising in L.R. Plot No. 280 of "Bastu" Class of Land under the Sankharipukur Mouza, J.L. No. 38, total measuring 23 Decimals total measuring 38 Decimals situated within the jurisdiction of Burdwan Municipality of Ward No. 15 appertaining to previous Holding No. 63, subsequent Holding No. 84/3 and present Holding No. 146 of Sankharipukur Mahalla under the jurisdiction of P.S. Bardhaman, Dist. Purba Bardhaman within Sub-Registry Office at Burdwan was previously

belonged to one Abinash Chandra Bandopadhyay, S/o. Late Chandra Sekhar Bandopadhyay and while in absolute ownership & business of the aforesaid property Abinash Bandopadhyay transferred his owned & possessed property in favour of Uma Sundari Devi, W/o. Gangadhar Samanta vide a registered Deed of Sale which has been executed on 10/02/1942 and registered on 16/02/1942 before the office of Burdwan Sadar Registrar bearing deed on 524 for the 1942 and subsequently the said Uma Sundari Devi since purchase became absolute owner and possessor of the scheduled property and got her name recorded in the record of rights & continued to pay land revenues and taxes.

AND WHEREAS Uma Sundari Debi @ Devi, W/o. Late Gangadhar Samanta during her life time executed a WILL on 24/09/1975 corresponding to the Aswin 1382 B.S. which was registered before District Sub-Registrar Alipore, being No. 149 of 1975 and thereby bequeath her all movable and immovable properties including the scheduled property in the name of her respective heirs.

AND WHEREAS the schedule mentioned property has been bequeathed in the name of Chabi Rani Debi, W/o Ranjit Samanta by Uma Sundari Devi vide her registered will being No. III-149 for the year 1975, Book No. III, Volume No. 10, Pages No. 47 to 48 at the District Sub-Registrar, Alipore.

AND WHEREAS Uma Sundari Devi *alias* Debi died on 19/01/1994 and after her death the aforesaid will has been filed an application being No. 125 of 1994 for grant of & accordingly the Hon'ble High Court at Calcutta has granted probate of the said Will to the executor.

AND WHEREAS after the grant of probate of the will Chabi Rani Debi *alias* Chabi Samanta *alias* Chabi Samanta became owner and possessor of the schedule property & got her name recorded in the record of right & continued to pay land revenues and taxes in her name.

AND WHEREAS Chabi Rani Debi *alias* Chabi Samanta *alias* Chabi Samanta continued to possess the scheduled property freely & openly within the knowledge of everybody.

AND WHEREAS Chabi Rani Debi *alias* Chabi Samanta *alias* Chabi Samanta during her uninterrupted ownership & possession of the scheduled property transferred the scheduled property on 23/11/2014 in favour of her son Anando Samanta, S/o. Late Ranjit Samanta vide registered deed of gift being no. 7010 for the year 2014, before A.D.S.R., Burdwan.

AND WHEREAS the present OWNER namely Anando Samonta since 23/11/2014 became absolute owner & possessor of the scheduled property & got his name recorded in the L.R. record of right under Khatian No. 3093 & mutated his name in the office of the Burdwan Municipality & is paying and revenues and taxes of the scheduled property accordingly and accordingly started the process to discharge his legal obligations of payment of Govt. rents etc. in the name on appropriate receipt thereof and thereby has acquired absolute title in the said property to which he is entitled. Hence the OWNER has acquired a good title over the **A Schedule** mentioned property without any interference or intervention of any or by any other person.

- B.** The said land is earmarked for the purpose of building of a Residential Housing project, comprising One multistoried apartment buildings and the said project shall be known as 'Chaya Chabi Complex' ("Project")
- 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 06/10/2018 Bearing Memo No. 599/E/VII-4 Along with the Map of Plan bearing registration (Encl.) no.1183 dated 11/09/2018 with the permission to construct One Block – A Basement (B) Plus (+) Ground (G) Plus (+) Seven (7) Storied Commercial cum Residential Building and one Block-B Ground (G) Plus (+) Seven (7) Storied Residential Building consisting of several Flats and Parking Spaces.
- 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 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 pro rata 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. NOW THIS AGREEMENT WITNESSETH IT IS HEREBY AGREED BY AND BETWEEN

THE PARTIES as follows:-

1. The purchaser(s) confirm to have inspected and examined the title in respect of the land he is fully satisfied with the title of the land owner free from all encumbrances and covenants not to raise any objection thereto in future.
2. The purchaser(s) have also inspected the various Agreements power of attorney herein before referred and the building plan be sanctified by the Burdwan Municipality and also satisfied and convinced with the right of the DEVELOPER through its managing partners to enter into this agreements.
3. The OWNER through his representative cum Power of Attorney Holder and DEVELOPER through its managing partner agree sell and transfer to cause to be sold and transferred in favour of the Purchaser and the Purchaser hereby agrees to purchase ALL THAT the said flat with the undivided share or interest in the said land referred in the SECOND SCHEDULE hereunder written.
4. The OWNER through the DEVELOPER through its partner does hereby agree and undertake to execute or cause to be executed the deed of conveyance in favour of the Purchaser of the said flat and parking space together with undivided proportionate share in land.

5. The flat shall be completed as per specification and standard materials within 36 Months from the date of agreement subject to the delay due to circumstances control of the DEVELOPER through its partner being FORCE MAJEURE.
6. The except especially provided herein, the terms and condition of all the resolutions adopted by the DEVELOPER through its managing partners shall be binding on the Purchaser herein so far as may be applicable.
7. That the Purchaser shall not do any act, deed or thing whereby the construction or development of the said building or property is in any way hindered delayed or impeded with not shall in any way commit prejudice of the terms and condition and further that if due to any action directly or indirect of the purchaser the work be stopped, then the Purchaser shall be liable pay to the DEVELOPER through its managing partners all cost and damages so suffered by the DEVELOPER through its managing partners.
8. The Purchaser shall not, mortgage, assign or any way alienate or encumber the benefits of the agreement without prior consent in writing of the DEVELOPER through its managing partners during the construction period.
9. In Consideration of the DEVELOPER through its managing partners having agreed to sell the said Flat, the Purchasers shall pay to the DEVELOPER through its partner a total sum of **Rs./- (Rupees Only)**.
10. That at the time of Booking of this Flat and Parking Space the Purchasers have paid **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)** in advance at the time of the Agreement to the DEVELOPER through its partner as advance money and balance of the purchase money shall be paid in the manner specified in 3rd Schedule.

11. Time for payment is the essential of the contract and the Purchasers hereby agrees not to withhold payment for any reason whatsoever or howsoever.
12. The Purchasers shall make all payments directly to the DEVELOPER through its partner against acknowledgement receipt.
13. All the amounts which shall become due and payable to the DEVELOPER through its partner by the Purchasers hereunder shall remain charge on the purchaser's entire right, title and interest in the said Flat .
14. If the Purchasers fail to make payment of any installment or installments on the stipulate dates or within 7 days of service of notice or payment shall pay penalty at the rate of 24% per annum or 2% per month or part thereof on all sums of money becoming due. And if such default continues for a period of another 7 days then the DEVELOPER through its partner shall have lawful right to cancel this agreement without any further notice to the Purchasers as this agreements serves sufficient notice in advance and after such cancellation the developer shall have full right and authority to sell the said flat to any other person without any reference to the purchaser and DEVELOPER through its partner shall refund the paid up money after deduction of 20% thereof.
15. If the Purchasers at any time want to withdraw or cancel the booking, the money so deposited or paid by the Purchasers will be refunded without interest, but after deduction of 20% of paid up money as and by way of liquidated damaged and documentation charge and the refund shall be made immediately after sale of the herein subject flat.

16. Nothing contained herein shall be construed a present, demise or transfer by the OWNER and/or DEVELOPER through its partner in favour of the Purchasers nor this agreement shall be construed to be a transaction in the nature of part performance of contract within the meaning of Sec. 53A of Transfer of Property Act and such demise or transfer shall take effect only to on full and final payment of total consideration agreed to be paid by the purchaser to the DEVELOPER through its partner as specified in 3rd Schedule.
17. The DEVELOPER through its partner shall construct the said building with standard materials and as per annexed specification.
18. Until the completion of the said flat and/or other flats in the said building the DEVELOPER through its partner shall remain in the exclusive possession and the Purchasers shall not in any way disturb or cause to be disturbed the peaceful and quite possession of the DEVELOPER through its partner and shall not obstruct or restrict the right of the OWNER and/or DEVELOPER through its partner to use the men and materials every passage of the building for such purpose as the OWNER and/or DEVELOPER through its partner in its discretion deem fit and proper.
19. The OWNER and/or DEVELOPER through its partner shall give notice to the Purchasers for taking delivery of possession of the flat and within 15 days from the date of such notice the Purchasers shall take up over possession of the said flat upon payment of full consideration money and other dues if any payable by the Purchasers to the DEVELOPER through its partner under this Agreement. If the DEVELOPER through its partner fails to hand over the possession of the flat on the

20. due date stated aforesaid in spite of Purchasers having paid the full consideration punctually on the fixed specified dated in such event the Purchasers shall have right to claim and demand penal interest from the DEVELOPER through its partner @ 24% per annum or 2% per month on the paid up amount, provided if the delay caused due to any force majeure or the reason beyond control of the developer being known and accepted in general in such event the penal interest shall not be payable by the DEVELOPER through its partner.
21. The Purchasers also agree to pay to the DEVELOPER through its partner in addition to the consideration herein above all charges and costs for any extra work or additional facility provided for in the said flat under instruction of the Purchasers and the said payment shall be made in advance.
22. The Purchasers shall regularly and punctually make payment of such sum towards maintenance charges and other outgoing as mentioned in the aforesaid schedule hereunder written which may be determined by the DEVELOPER through its partner /Transferees of all the flats in the said building is formed.
23. The Purchasers shall pay of the legal charges and statutory dues for the purpose of registration of the said flat with undivided proportionate share of land and only the Advocate of the DEVELOPER Firm will have sole authority and power to draft the Deeds including the Sale Deed and the purchaser can neither raise any objection in this regard nor can appoint any other Advocate to draft the Deed and the Fees of such Legal Expenses will be 1% of the total Consideration Amount of the Flat which is to be paid by the Purchaser only.

24. So long as such flat in the said building shall not be separately assessed for the purpose of Municipal Taxes maintenance charges and water charges and purchaser shall pay proportionate share or water taxes, maintenance charges and Municipal Taxes and other taxes assessed on the whole building including the charges for consumption on electricity. Such proportion shall be determined by the DEVELOPER through its partner on the basis of the area of such flat in the said building.
25. The Purchasers shall have no claim in any other part or portion of the building of the building save and except the said flat hereby agreed to be acquired by him.
26. The Purchasers shall not store in the said residential flat or elsewhere in the building any hazards or combustible natures of article or thing or which are too heavy to effect the construction of the said building.
27. The Purchasers shall not decorate the exterior of the said building otherwise than in a manner agreed by the DEVELOPER through its partner or in a manner as near as may be in which it has previously decorated.
28. The Purchasers shall use the said flat and parking only for the purpose of residence.
29. The Purchasers shall pay proportionate cost of installation of Transformer and shall also pay proportionate cost of installation of main meter of the building as per pro-rata basis and proportionate payable amount.

30. The Purchasers shall pay separate amount to get the individual electric meter in his flat shall also pay security deposit to the WBSEDCL for installation of the said Electric Meter.
31. The Purchasers shall not be liable to pay any cost of installation of Lift in the building.
32. The Purchasers shall have to pay proportionate share in electric supply meter consumption to the DEVELOPER through its partner for electricity used from common meter.
33. The Purchasers shall not deposit or permitted to deposit any rubbish good, article in the staircase or in any common part of the said building.
34. The Purchasers shall not break or remove any walls of the flat and shall not open any new windows or door without sanction of Burdwan Municipality and shall not commit or permit to be committed any alteration or change any pipes, conducts, cables and other fixtures and fittings serving the said building of the said flat.
35. The Purchasers shall be a member of the Association or Organization of the owners to be formed after completion of sale of all the flats and other spaces and shall abide by the rules and regulations of the said Association and shall pay proportionate cost and maintenance charges to the said Association.
36. That after payment to full consideration money and other specified charges, the DEVELOPER through its partner shall deliver the possession of the said flat and shall execute and register Deed of Conveyance in favour of the purchaser.
37. All documents, deed or conveyance as shall be drafted and prepared and registered by the DEVELOPER's Advocate, and none other else and the purchaser hereby agreed to accept the same without raising any objection thereto in future and the Purchasers also agree to pay the professional fees of the advocate and charges and all registration cost, stamp duty and expenses.

38. Any notice required to be given by the OWNER and/or DEVELOPER shall without prejudice to any other mode or service valuable to be deemed to have been served on the Purchasers if delivered by hand or sent by prepaid registered post to the purchaser and shall likewise be deemed to have been served on the OWNER and/or DEVELOPER if delivered by hand or sent by prepaid registered post to the office of the DEVELOPER.
39. This agreement containing entire agreements of the parties and no oral representation or statement shall not be considered valid and binding on the parties not shall any provision of this agreement shall be terminated or waived except by written consent by both parties and also due to non compliance of obligation of either of the parties. The purchaser acknowledges upon signing this agreement that no agreement, conditions, stipulation, guarantees or warranties have been made by the DEVELOPER or its agents other than what a specifically set forth herein.
40. After signing of this agreement if subsequently it is found that the papers and documents as supplied by the transferor to the transferee are not correct or duly valid, the agreement as made hereto between the parties would stand cancelled at zero financial loss and/or liability of the transferee and the transferee would be entitled to get full refund of paid up money.
41. The Party to the THIRD PART being the TRANSFEREE will enjoy the right and privilege to obtain Loan from any Nationalize Bank or any other Financial Institution in order to obtain the said property as Assignee and in that connection the Party to the FIRST PART and SECOND PARTY will not be entitled to raise any objection on the contrary he will have to co-operate with the Party to the THIRD PART

42. All disputes and difference arising out of this agreement or in relation to the determination of any liability of the parties hereto or the construction and interpretation of any of the terms or meaning thereof shall be referred to the arbitration under provision or Arbitration Act any statutory modification thereof from time to time in force and way given by the arbitrator shall be binding final and conclusive on the parties hereto and the appointment of the Arbitrator will solely be made by the FIRST PART and SECOND PART and the THIRD PART hereby jointly admit and confirm and undertake not to raise any objection in this regard.
43. The execution and registration of the Deed of Sale should be completed within 36 Months from the date of signing of this agreement at the transferee's own cost and expenses and for the same this Agreement should be effective for a period of 36 Months from the date of signing of this agreement unless the TRANSFEREE is prevented by the circumstances beyond the control of the TRANSFEREE, including VIS MAJOR/ FORCE MAJURE such as riots, flood, earthquake, act of God & other natural calamities and hindrances due to procedural delays and subject to force majeure and in that event or in any other event the tenure of this agreement may extended after the initiation and mutual consent of the Parties to this Indenture.
44. That excess car parking space which are not purchased by the flat purchasers along with the flat shall remain absolute property of the DEVELOPER and the DEVELOPER shall have full right and authority to hold, to sell to any outsider, or to convert for commercial purpose and deal with same in any manner as the DEVELOPER deem fit and proper to the said purpose.

45. The Purchaser shall pay GST under the provision of Goods and Service Tax Act, 2017. If any payable before delivery of possession.

46. The name of the Building will be "**CHAYACHABI COMPLEX (BLOCK-A & B)**" and it shall be styled and recognized in the said name only and by no manner the purchaser or the association or any other person including the OWNERS will not be entitled to change the name of the Building by any means whatsoever.

47. Purchasers shall have to bear one year maintenance charges @ Rs. 2/- per Sq. Ft. per month which purchaser must pay as an advance to the DEVELOPER for one year after registration or delivery of possession of the Flat.

48. Only the appropriate courts at Burdwan, District- Purba Burdwan shall have the jurisdiction to entertain all disputes and actions between the parties herein.

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. ...	Rate of Apartment per square feet*
Type.....	
Floor.....	
Block	
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, taxex, maintenance charges as per para II etc. , if/as applicable

- [AND] [if/as applicqble]

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 scheduled date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Project by the Authority, as per the Act, the same shall not be charged from the Allottee;

- (iii) The Promoter shall periodically intimate 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 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 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.

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 on unless 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) as follows:

- (i) The Promoter has absolute, clear and marketable title with respect to the said Land and the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
 - (ii) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Project;
 - (iii) There are no encumbrances upon the said Land or the Project;
(In case there are any encumbrances provide details of such encumbrances including any rights, title, interest and name of party in or over such land)
 - (iv) There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the [Apartment/Plot];
 - (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and [Apartment/Plot] are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and [Apartment/plot] and common areas;
 - (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee(s) created herein, may prejudicially be affected;
 - (vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said [Apartment/Plot] which will, in any manner, affect the rights of Allottee(s) under this Agreement;
 - (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [Apartment/Plot] to the Allottee(s) in the manner contemplated in this Agreement;
 - (ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the [Apartment/Plot] to the Allottee(s) and the common areas to the association of allottees or the competent authority, as the case may be;
- (X) The Schedule Property is not the subject matters of any HUF and that no part thereof is owned by any minor and /or no minor has any right, title and claim over the Schedule Property;
- (XI) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, 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/ PLOT :

The Promoter, on receipt of Total Price of the [Apartment/ Plot] as per Para 1.2 under the Agreement from the Allottee shall execute a conveyance deed and convey the title of the [Apartment/ Plot] together with proportionate indivisible share in common areas within three months from the date of issuance of the occupancy certificate and the completion certificate, as the case may be, to the Allottee:

[Provided that, in absence of local law, the conveyance deed in favour of the Allottee shall be carried out by the Promoter within three months from the date of issue of occupancy certificate].

However, in case the Allottee(s) fails to deposit the stamp duty, registration charges within the period mentioned in the demand notice, letter, the Allottee(s) authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee(s).

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

The Promoter shall be responsible for providing and maintaining the essential services in the Project, till the taking over of the maintenance of the Project by the Association of allottees upon the issuance of the completion certificate of the Project. The cost of such maintenance has been included in the Total Price of the [Apartment/ Plot].

12. DEFECT LIABILITY :

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per this Agreement relating to such development is brought to the notice of the Promoter within a period of five years by the allottee from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within thirty days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee(s) shall be entitled to receive appropriate compensation in the manner as provided under the Act.

13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

The Promoter/ maintenance agency/Association of allottees shall have rights of unrestricted access of all common areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Allottee(s) agrees to permit the Association of allottees and/or maintenance agency to enter into the [Apartment/ Plot] or any. Part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

14. **USAGE:**

Use of Basement(s) and service areas:- The basement and service areas, if any, as located within the (JATINDRA ABASAN), shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee(s) shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for used by the Association of allottees for rendering maintenance services.

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

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

15.2. The Allottee further undertakes, assures and 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:-

Sradhya Construction	Allottee(s) name
Regd. Office at Natungram ,Jilapibagan, P.O. Sripally, City & P.S. Barddhaman, Dist. Purba Barddhaman, Pin - 713103;	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 WHEREOF 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*

“SRADHYA CONSTRUCTION” being represented by its Managing Partners

MR. NARUGOPAL BHAKAT (Managing Partner)

S/o Late Chandi Shankar Bhakat, by faith- Hindu, by profession – Business, resident of Sadarghat, Puratan Bazar, Post Office: Sripally, P.S. Barddhaman Sadar, Dist. Purba Bardhaman, Pin - 713103; **PAN: ADGPB5297F**; and

(3) MRS. SUCHISMITA SAMANTA (Managing Partner)

W/o Mr. Taraknath Samanta, by faith- Hindu, by profession – Business, resident of Golahat, Shakharipukur, P.O. – Sripally, P.S. & Dist. Burdwan, Pin - 713103; **PAN: AMZPS9150J**;

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 appertaining to previously comprising in C.S. Khatian No. 16, R.S. Khatian No. 136 comprising in R.S. Plot No. 115 and appertaining L.R. Khatian No. 3093 comprising in L.R. Plot No. 279 of "Bastu" Class of Land under the Sankharipukur Mouza, J.L. No. 38, total measuring 15 Decimals and C.S. Khatian No. 15, comprising in R.S. Plot No. 116 and appertaining L.R. Khatian No. 3093 comprising in L.R. Plot No. 280 of "Bastu" Class of Land under the Sankharipukur Mouza, J.L. No. 38, total measuring 23 Decimals whereas the aforesaid 2 (Two) Plots are total measuring 38 Decimals situated within the jurisdiction of Burdwan Municipality of Ward No. 15 appertaining to previous Holding No. 63, subsequent Holding No. 84/3 and present Holding No. 146 of Sankharipukur Mahalla under the jurisdiction of P.S. Bardhaman, Dist. Purba Bardhaman within Sub-Registry Office at Burdwan ng named and styled as "**CHAYACHABI COMPLX**" which is butted and bounded by the following...

AND THE SAID PREMISES IS BUTTED AND BOUNDED BY,

- On the North:** *25 Feet 6 Inches Wide Sadarghat Road,*
- On the South:** *Municipal Road and Part of R.S. Plot No. 119,*
- On the East:** *12 Ft. wide Municipal Road and R.S. Plot No. 117, and*
- On the West:** *Parts of R.S. Plot Nos. 112 and 114:*

SECHEDULE "B"

SCHEDULE 'B'

(Description of the Flat to be sold)

ALL THAT PIECE AND PARCEL OF THE FLAT being **Flat No. ""**, (Also known as **Flat No.**) [**Block No.**] on theth (**.....**) **Floor** portion measuring Carpet Area of **Sq. Ft.** of Commercial cum Residential Building named and styled as "**CHAYACHABI COMPLEX (BLOCK-)**" comprising of several Shops, Flats and Parking Spaces whereas the Flat being one Residential Flat on theth Floor together with the proportionate share of land contained at and under the said premises and further together with the common areas, benefits, amenities, facilities and others thereof of the Building/s Constructed and upon the premises fully described in First schedule above together with benefit of common areas and facilities referred to in the Schedule -'D' herein

PART- II

'SAID COVERED FOUR WHEELER PARKING SPACE'

ALL THAT PIECE AND PARCEL OF THE One Covered Car cum 4 (Four) Wheeler Parking Space measuring an area of **Sq. Ft.** in the of the said Building is hereby agreed to be transferred or hereby agreed to be sold by the Owner through her Power of Attorney Holder and the Developer in favour of the Purchasers and the Purchasers have got the right to obtain the said Covered Car cum 4 (Four) Wheeler Parking Space and it appertaining to Right of Parking in the specified area of the said Apartment.

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 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)**.
- ** **2nd Payment** after execution of the agreement for sale Purchaser will pay part payment out of the agreed consideration amount calculating **10%** of the agreed consideration amount via Cheque/DD/RTGS/Cash and adjusting the Booking Amount.
- ** **3rd Payment** after completion of Piling of the aforesaid proposed to be constructed building Purchaser will pay part payment out of the agreed consideration amount calculating **20%** of the agreed consideration amount via Cheque/DD/RTGS/Cash.
- ** **4th Payment** after completion of Roof Casting of the Ground Floor the aforesaid proposed to be constructed building Purchaser will pay part payment out of the agreed consideration amount calculating **10%** of the agreed consideration amount via Cheque/DD/RTGS/Cash.

- ** **5th Payment** after completion of Roof Casting of the 1st Floor the aforesaid proposed to be constructed building Purchaser will pay part payment out of the agreed consideration amount calculating **10%** of the agreed consideration amount via Cheque/DD/RTGS/Cash .

- ** **6th Payment** after completion of Roof Casting of the 2nd Floor the aforesaid proposed to be constructed building Purchaser will pay part payment out of the agreed consideration amount calculating **10%** of the agreed consideration amount via Cheque/DD/RTGS/Cash.

- ** **7th Payment** after completion of Roof Casting of the 3rd Floor the aforesaid proposed to be constructed building Purchaser will pay part payment out of the agreed consideration amount calculating **10%** of the agreed consideration amount via Cheque/DD/RTGS/Cash,

- ** **8th Payment** after completion of Roof Casting of the 4th Floor the aforesaid proposed to be constructed building Purchaser will pay part payment out of the agreed consideration amount calculating **10%** of the agreed consideration amount via Cheque/DD/RTGS/Cash,

- ** **9th Payment** after completion of Roof Casting of the 5th Floor the aforesaid proposed to be constructed building Purchaser will pay part payment out of the agreed consideration amount calculating **5%** of the agreed consideration amount via Cheque/DD/RTGS/Cash,

- ** **10th Payment** after completion of Roof Casting of the 6th Floor the aforesaid proposed to be constructed building Purchaser will pay part payment out of the agreed consideration amount calculating **5%** of the agreed consideration amount via Cheque/DD/RTGS/Cash,

- ** **11th Payment** after completion of Roof Casting of the 7th Floor the aforesaid proposed to be constructed building Purchaser will pay part payment out of the agreed consideration amount calculating **5%** of the agreed consideration amount via Cheque/DD/RTGS/Cash,

- ** **12th Payment** at the Time of Registration/Taking Possession of the Flat rest payable amount of the agreed consideration amount via Cheque/DD/RTGS/Cash.

**** Additional Payment:-** Save and Except other Additional Payments like GST, Maintenance Charges, Stamp Duty and Registration Fees and Legal Fees to be paid before Registration/Taking Possession of the Flat (whichever is earlier) and save and except other Additional Payments the Generator and Transformer cum Electricity Connection Charges amounting **Rs. 1,00,000/- (Rupees One Lakh Only)** to be paid before Registration/Taking Possession of the Flat (whichever is earlier).

*****In case of default for payment as per Fifth Schedule Part-II, the purchaser will be liable to pay to the OWNER cum VENDOR as delay payment interest and compensation @ 24% per annum.**

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

(Common Area)

1. Entrance and Exits to the Premises and the Building.
2. Stair Cases,
3. Stair Case Landings,
4. Stair Head Room and Lobbies on all the floor of the New Proposed Building,
5. Passage for Entrance,
6. Passage in between different blocks,
7. Pump (Deep Tube Well of adequate capacity to ensure round the clock),
8. Electric Meter & Electric Meter Space,
9. Electric/Utility room, Water Pump room, Generator Room (if any),
10. Septic Tanks,
11. Boundary Walls with Entrance Gate,
12. Underground water reservoirs (if any),
13. Overhead Water Tank,
14. Transformer and space (if any),

15. Lift/s (if any),
16. Electrical wiring and other fittings (excluding only those as are installed within the exclusive any Unit and/or exclusively for its use).
17. Lighting of the Common Portions.
18. Electrical installations relating to receiving of electricity from suppliers and meters for recording the supply.
19. Drainage and Sewage lines and other installation for the same (except only those as are installed within the exclusive area of any Unit and/or exclusively for its use).
20. Such other parts, areas, equipments, installations, fittings, fixtures and spaces in or about the premises and the new building as are necessary for passage to and/or user of the Units in common by the Co-Owners.

THE FIFTH SCHEDULE ABOVE REFERRED TO

(Common expenses)

1. The expenses of maintaining repairing - decorating and renewing the main structure and in particular the draining system, sewerage system, rain water discharge arrangement, water, electricity supply system to all common areas, mentioned Schedule herein before.
2. The expenses of repairing, maintaining, white washing and colour washing the main structure, outer walls and common areas of the building.
3. The costs of cleaning and lighting the entrance of the building, the passages and spaces around the building lobby, staircase other common areas.
4. Salaries of all persons and other expenses for maintaining the said building.
5. Municipality taxes, water taxes, insurance premium and taxes and other taxes and outing whatsoever as may be applicable and /or payable on account of the said premises.
6. Such other expenses as May. Be necessary for or incidental to maintenance and up keeping the premises and common areas and amenities.

(SPECIFICATION)

BUILDING STRUCTURE:- Reinforced Cement Concrete (1:2:4),

MAIN WALLS & PARTITION WALLS:- 200 MM/250 MM Thick Cement Brick Work for Main Walls and 125 MM Thick and 75 MM Thick Cement brickwork (1:4) for Flat/Shop/Office Separating Wall and Partition Walls inside the respectively,

FLOOR:- Vitrified Floor Tiles for Office and Shop and also for Flat in respect of all room, Verandah, Hall, Kitchen, Bath/Toilet.

SKIRTING AND DADO:- Vitrified Floor Tiles, the height not to be exceeded 150 MM High and the Dado Not Exceeding 200 MM High (For Toilet Glazed Tiles will be used up to a height of 6 Ft. form Skirting).

PLASTERING:- Plastering to external walls will be of 20 MM. thick in 1:5 Cement, Sand and Mortar. Plastering to internal walls will be 15 MM thick in 1:6 Cement, Sand and Mortar and Ceiling will be 10 MM thick in 1:4 Cement, Sand and Mortar.

WOODWORK AND JOINERY (FOR FLAT):- 100 MM X 50 MM. Malaysian Sal Wood or equivalent section for Door frame, 32 mm. Thick solid core Wood door, Thickness of the shutter will be 32 mm. Main Door shutter for the OWNER will be made of quality Wood door.

M. S. GRILL WORKS:- All windows will be aluminium frame and fittings with necessary hardware fittings. The grill-works for the windows will be completely separately fixed. The balcony balustrades (if any) will be M.S. Flat. The Glasses of the windows will be Ground Glass or Frosted Glass.

PAINING:-

All the internal wall surfaces and the ceiling will be finished with Plaster of parish.

The external wall surfaces will be finished with snow-cem or equivalent cement based paint. All the wooden surfaces and the steel surfaces will be finished after necessary priming coat

FINISHING WORKS FOR GROUND FLOOR:- The Parking areas will be finished with neat cement finish.

HARDWARE FITTINGS AND FIXTURES:- All the hardware Fittings will be of aluminum. The internal doors will have all the necessary locking arrangements like tower bolts, hatch bolts, door knobs or rings etc. complete. One eye-whole will be fixed in the main entrance door to each flat. Door stoppers will be fixed in every door.

ELECTRICAL WORKS:-

All the electrical lines will be concealed with copper wires. with PVC conduit. Each Unit will have the following electrical points.

Each Shop and/cum/or Office Room Two light points, One Plug point, One Fan Point.

Each Bed Room Two light points, One Plug point, One Fan Point.

Living Room cum Dinning Space Three light Points Two Fan Point, One Plug Point, one Freeze point.

Kitchen One light Point, One Power Point, One Exhaust fan point.

Exhaust Fan points will be provided in each toilet, Geyser Line (except Geyser) including electrical point for the same will also be provided in one toilet.

WATER SUPPLY & DRAINAGE:- One overhead water reservoir will be provided the required capacity of pump will be installed for storage of water in the overhead water reservoir.

The drainage line will be connected to the existing sewer line through the Master trap. Each flat have separate water supply line from the overhead water reservoir through P.V.C. Pipes and fittings with proper necessary valves. For external drainage P.V.C. pipes will be used.

TOILET FITTINGS & FIXTURES:- Each toilet will be provided with one shower, one Anglo Indian/European commode. Necessary taps will be provided in the toilets and the floor will be of Vitrified Floor Tiles. One basin with tap will be installed at Dining Hall of each Flat.

KITCHEN SPACE:- In Flat, each Kitchen space will be provided with one cooking platform finished with one still sink with required water connections.

OVER HEAD TANK:- Concrete or P.V.C.

IN WITNESSES WHEREOF, the OWNERS cum VENDORS, the DEVELOPER and the PURCHASERS cum VENDEES and WITNESSES after knowing the purpose and meaning of this Deed, made over and read over to them by the witnesses in their another tongue and after satisfaction put their signatures in good health and open mind onth, **2019**.

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.