

**ANNEXURE – A**  
(See Rule 9)

**AGREEMENT FOR SALE**

**THIS AGREEMENT FOR SALE (“Agreement”)** executed on this ..... day of  
..... Two Thousand and Twenty

**BY AND BETWEEN**

(1) **SRI SUBHANKAR DUTTA (PAN AJJPD5695A)** son of Sri Pijush Kanti Dutta, residing at Narendra Pally, P.O. & P.S. - Chakdaha, District – Nadia, West Bengal, Pin – 741 222, by faith – Hindu, Occupation – Business, (2) **SRI SUMAN CHATTERJEE (PAN \_\_\_\_\_)** son of Late Niranjan Chatterjee, residing at 469/2, R.N.Guha Road, Kolkata – 700 074, P.S. Dum Dum, District of 24-Parganas (North) by faith – Hindu, Occupation – Business, hereinafter called **LAND OWNERS**, (which term or expression shall unless otherwise excluded by or repugnant to the context or subject be deemed to mean and include their heirs, executors, administrator, representatives and assigns) of the **FIRST PART**

**AND**

**SRI VINAYAK INFRADEV (PAN ADEFS8305H)**, a partnership firm, having its office at 11/71, N.N. Road, P.S. Dum Dum, Kolkata – 700 028, duly represented by its partners namely **(1) SUBHANKAR DUTTA (PAN AJJPD5695A)**, son of Pijush Kanti Dutta, residing at Narendra Pally, P.O. & P.S. - Chakdaha, District – Nadia, West Bengal, Pin – 741 222, **(2) SUMAN CHATTERJEE (PAN \_\_\_\_\_)**, son of Niranjana Chatterjee, son of Late Niranjana Chatterjee, residing at 469/2, R.N.Guha Road, Kolkata – 700 074, P.S. Dum Dum, District of 24-Parganas (North), **(3) SRI AYAN CHATTERJEE (PAN \_\_\_\_\_)**, son of Niranjana Chatterjee, son of Late Niranjana Chatterjee, residing at 469/2, R.N.Guha Road, Kolkata – 700 074, P.S. Dum Dum, District of 24-Parganas (North), **(4) SMT. SAMPA DUTTA (PAN \_\_\_\_\_)**, daughter of Late Sukhendra Chandra Dey, residing at 315, P.K.Guha Road, Dum Dum, Kolkata – 700 028, all are faith – Hindu, by occupation – Business, hereinafter called the **PROMOTER/VENDOR/DEVELOPER/CONFIRMING PARTY**, (which term or expression shall unless otherwise excluded by or repugnant to the context be deemed to mean and include its successor or successors and assigns) of the **SECOND PART**.

**AND**

\_\_\_\_\_, (AADHAR No. \_\_\_\_\_), son of Sri \_\_\_\_\_, by faith \_\_\_\_\_ occupation \_\_\_\_\_, 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 and permitted an assigns) of the **THIRD PART**.

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

**DEFINITION:-** 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) **“Regulations”** means the Regulations made under the West Bengal Housing Industry Regulation Act, 2017;
- (d) **“Section”** means a section of the Act.

**WHEREAS :**

- A. Sri Subhankar Dutta & Sri Suman Chatterjee (“Owner”) is the absolute and lawful owner ALL THAT piece or parcel of land ad-measuring 04 (Four) cottahs be the same a little more or less together with one cement flooring tin shade room lying situated and/or being municipal holding no. 68(New), Baguiati 4<sup>th</sup> Lane, P.S. Dum Kolkata – 700 028 in Ward No. 26 of the South Dum Dum Municipality (“Said Land”) vide sale deed dated 24/09/2012, registered at the office of the office of the Additional District Sub-Registrar Cossipur Dum Dum, copied in book no. I, volume no. 24, pages 714 to 733, being no. 09994 for the year 2012.

The Owners/Vendor, Sri Subhankar Dutta and Sri Suman Chatterjee, of the party of the **First Part** formed a Partnership Firm dated 23/11/2016 in the name & style **SRI VINAYAK INFRADEV** of the party of the **Second Part** along with other two partners namely Sri Ayan Chatterjee and Smt. Sampa Dutta to develop/ construct a multi-storied building as a Promoter on the “said land” and the Partner No. 1) Sri Subhankar Dutta & Partner No.2) Sri Suman Chatterjee , who are as well as the owner of the said land, have invested the said land for promoting purpose and the Promoter herein to construct a multi storied building as per Sanction Plan of South Dum Dum Municipality and in terms of the partnership deed dated 23/11/2016, the Promoter has constructed of a multi storied building at Holding No. 68(New), Baguiati 4<sup>th</sup> Lane, within the limit of South Dum Dum Municipality, as per **Sanction Plan No. 851 dated 10/12/2018** sanctioned by South Dum Dum Municipality in the District of 24-Parganas (North).

- B. 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 ‘**RIDDHI APARTMENT**’ (**“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 South Dum Dum has granted the Sanction Plan No. 851 dated 10/12/2018 to develop the Project.

- E. The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the plot or building from South Dum Dum Municipality.
- F. The Promoter has registered the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at Kolkata (WB) on \_\_\_\_\_ under registration No. \_\_\_\_\_;
- G. The Allottee has been allotted **Flat no.** \_\_\_\_\_ on \_\_\_\_\_ Floor having **carpet area of \_\_\_\_\_ square feet** (exclusive balcony or verandah areas and open terrace areas) in the building known as “**RIDDHI APARTTMENT**” (“Building”) along with Garage/ covered Car Parking No. \_\_\_\_\_ ad-measuring \_\_\_\_\_ Square feet in the ground floor (location of the area) as permissible under the applicable law and pro rata share in the common areas (“Common Area”), which is described in Fourth Schedule (hereinafter referred to as the “Flat” more particularly described in Second Schedule);
- H. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- I. 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;
- J. 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 Flat and the garage/covered parking/ Open Parking (if applicable) as specified in Second Schedule.

**NOW THEREFORE, in consideration of the mutual representation, covenants, assurances, promises and agreement contained herein and other good and valuable consideration, the parties agree as follows:**

**1. TERMS :**

1.1 Subject to the terms & conditions as detailed in this Agreement, the Promoter hereby agrees to sell to the Allottee(s) and the Allottee(s) hereby agrees to purchase , the [Flat / Plot] as specified in Para 'G'

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

Building name RIDDHI APARTMENT

Flat No.

Type:

Floor:

Total Price (in Rupees):

\* Provide break-up of the amounts such as cost of Flat, cost of exclusive balcony or verandah areas, cost of exclusive open terrace areas, taxes, maintenance charges, as per Para II etc., if/ as applicable.

Garage/ covered parking:

Total price (in Rupees):

**Explanation:**

- (i) The Total Price above includes the booking amount paid by the allottee to the Promoter towards the [Flat]
  
- (ii) The Total Price above exclude Taxes (consisting of tax paid or payable by the Promoter by way of G.S.T. and Cess in connection with the allottees' flat of the Project payable by the Promoter, by whatever name called) upto the date of the handing over the possession of the Flat 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;

Promoter shall pay the GST for the allottee's flat on behalf of the Allotte and Allottee shall repay the such GST amount to the Promoter.

Except GST The Total Price above includes other Taxes (consisting of tax paid or payable by the Promoter by way of 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 Flat/Plot to the allottee and the Project to the association of allottees or the competent authority, as the case may be, after obtaining the completion certificate;

Provided that in case there is any change/ modification in the taxes, the subsequent amount payable by the Allottee(s) to the Promoter shall be increased/ reduced based on such change/ modification.

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

- (iii) The Promoter shall periodically intimate to the Allottee(s), the amount payable as stated in (i) above and the Allottee(s) shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee(s) the details of the taxes paid or demanded along with the Acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
- (iv) The Total Price of Flat includes recovery of price of land, construction of, not only the Flat but also, the common areas, internal development charges, external development charges, taxes (except GST), cost of providing electric wiring, electrical connectivity to the Flat, 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 Flat 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 Sixth Schedule

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 @ 6% 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 layout plans and specifications and the nature of fixtures, fittings and amenities described herein at Third Schedule (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the Flat/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 and for that reason if carpet area of flat is reduced, promoter will not be responsible and total price of the flat will not be dropped/reduced.

1.7 [Applicable in case of the Flat] The Promoter shall confirm to the final carpet areas that has been allotted the Allottee after in construction of the building is complete and the occupancy certificate the granted by the competent authority, by furnishing details of the charges, if any in the carpet area. The Total Price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If the there is reduction in the carpet area than the Promoter shall refund the excess money paid by Allottee within forty-five days, 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 Flat, allotted to the Allottee, the Promoter shall demand that from

the Allottee as per the next milestone of the Payment Plan as provided in Sixth Schedule. 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 agrees and acknowledges, the Allottee shall have the right to the Flat as mentioned below:

- (i) The Allottee(s) shall have exclusive ownership of the Flat
- (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 Flat includes recovery of price of land, construction of, [not only the Flat but also], the common areas, internal development charges, external development charges, taxes (Except GST), cost of providing electric wiring, electrical connectivity to the Flat, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, 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 Flat 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 Flat as the case may be.

1.9 It is made clear by the Promoter and the Allottee agrees that the Flat **along with ----- garage/ covered parking** shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/ combined with any other project in its vicinity or otherwise accept for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottee(s) of the Project.



1.10 The Promoter agrees to pay all outgoing/ dues before transferring the physical possession of the Flat to the Allottee(s) which it has collected from the Allottee(s), for the payment of outgoing/dues (including land cost, ground rent, municipal or other local taxes (except GST), 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 outgoing/ dues collected by it from the Allottee(s) or any liability, mortgage loan and interest thereon before transferring the Flat to the Allottee(s), the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoing/ 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 Flat 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 Flat as prescribed in the payment plan [Sixth Schedule] as may be demanded by the Promoter within the time and manner specified therein.

Provided that if the Allottee(s) delays in payment towards any amount which is payable, he shall be liable to pay interest @12% per annum.

## **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 (as applicable) in favor of "**Sri Vinayak Infradev**"]

## **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 there under 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 Flat/ Plot apply for herein in any way and the Promoter shall be issuing the payment receipts in favor of the Allottee only.

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

The Allottee authorized the Promoter to adjust/ appropriate all payments made by him/ her under any head(s) of dues against lawful outstanding of the Allottee against the [Flat/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 Flat 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/FLAT:**

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Flat/ 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.

## **7. POSSESSION OF THE FLAT / PLOT:**

7.1 Schedule for possession of the said FLAT – The Promoter agrees and understands that timely delivery of possession of the Flat 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 Flat along with ready and complete common areas with all specifications, amenities and facilities of the Project in place on 31/03/2022 unless there is delay or failure due to war, flood, drought, fire, cyclone earthquake or any other calamity caused by nature effecting the regular development of the real estate project (“Force Majeure”). If, however, the completion of Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Flat.

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/ Completion Certificate from the competent authority shall offer in writing the possession of the Flat, 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 photocopy occupancy certificate/ completion certificate of the Project, 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 Flat/ Apartment- Upon receiving a written intimation from the Promoter as per Para 7.2 above, the Allottee(s) shall take possession of the Flat 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 Flat to the Allottee(s). In case the Allottee(s) fails to take possession within the time provided as per Para 7.2 above, such Allottee shall continue to be liable to pay maintenance charges as specified under Para 7.2 above.
- 7.4 Possession by the Allottee- After obtaining the occupancy/completion certificate and handing over physical possession of the Flat 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 Flat (i) in accordance with the terms of this Agreement, duly completed by the date specified in Para 7.1 above; or (ii) due to discontinuance of his business as a Promoter on account of suspension or revocation of the registration under the provisions of the Act; or for any other reason; the Promoter shall be liable, on demand to the Allottee, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Flat, 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 Flat, which shall be paid by the Promoter to the Allottee within forty-five days of it becoming due.

**8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER :**

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

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

- (v) 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;
- (vi) 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 Flat which will, in any manner, affect the rights of Allottee(s) under this Agreement;
- (vii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Flat to the Allottee(s) in the manner contemplated in this Agreement;
- (viii) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Flat to the Allottee(s) and the common areas to the association of allottees or the competent authority, as the case may be;
- (ix) 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;
- (x) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes(Except GST) 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 Flat 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;
- (xi) 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 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 Flat 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/ Completion certificate, as the case may be, has been issued by the competent authority;
- (ii) Discontinuance of the Promoter's business as a Promoter on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made there under.

**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 Flat, 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 Flat, which shall be paid by the Promoter to the Allottee within fortyfive 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 Two consecutive demands made by the Promoter as per the payment plan annexed hereto, despite having been issued notice in that regard, the Allottee(s) shall be liable to pay interest to the Promoter on the unpaid amount at the rate prescribed in the Rules.
- (ii) In case of default by Allottee under the conditions listed above continues for a period beyond Three consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Flat 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 FLAT/ POLT :**

The Promoter, on receipt of Total Price of the Flat as per Para 1.2 under the Agreement from the Allottee shall execute a conveyance deed and convey the title of the Flat together with proportionate indivisible share in common areas within three months from the date of issuance of the occupancy/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 favor till payment of stamp duty and registration charges to the Promoter is made by the Allottee(s).



**11. MAINTENANCE OF THE SAID BUILDING/ FLAT/ 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 Flat.

**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 FLAT 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 Flat 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 service areas: - The service areas, if any, as located within the RIDDHI FLAT, 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 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 FLAT/ PLOT :**

15.1 Subject to Para 12 above, the Allottee(s) shall, after taking possession, be solely responsible to maintain the said Flat 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 [Flat/ 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 Flat, and keep the said Flat, 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 grants 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 store any hazardous or combustible goods in the Flat 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 Flat.

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 Flat 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 layout plans 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 Flat and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage for charge shall not affect the right and interest of the Allottee(s) who has taken or agreed to take such Flat.

**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 West Bengal

**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 30(thirty) days from the date of receipt by the Allottee(s) 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(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 Flat/ 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 Flat and the Project shall equally be applicable to and enforceable against and by any subsequent Allottee of the Flat, in case of a transfer, as the said obligations go along with the Flat for all intents and purposes.

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

24.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as said out in this Agreement wave the breach by the Allottee in not making payments as per the payment plan [Sixth Schedule] 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 Flat bears to the total carpet

area of all the Flat/Apartments/Plots/Car Parking/ Garage/Shops in the Project.

**27. FURTHER ASSURANCES:**

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

**28. PLACE OF EXECUTION :**

The execution of this Agreement shall be completed only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in writing 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. Hence this Agreement shall be deemed to have been executed at Kolkata.

**29. NOTICES:**

That all the notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by registered post at their respective addresses specified below:-

Name of the Allottee/s \_\_\_\_\_

Address of the Allottee/s \_\_\_\_\_

Name of the Promoter: Sri Vinayak Infradev

Address of the Promoter: Vinayak Apartment, 11/71, NAgendra Nath Road.  
Dum Dum, Kolkata – 700 028.

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 Flat, plot or building, as the case may be, prior to the execution and registration of this agreement for sale for such Flat, 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 there under.

### **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 there under 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.

### **OTHER TERMS AND CONDITIONS AS PER THE CONTRACTUAL UNDERSTANDING BETWEEN THE PARTIES**

1. That the Allottee agrees to acquire and Promoter hereto duly agree to cause the sale of 1(one) self-contained residential flat being No. \_\_\_\_\_ having the Carpet area of \_\_\_\_\_ Sq.Ft. (exclusive balcony or verandah areas and open terrace areas) and lying on the \_\_\_\_\_ **side** of \_\_\_\_\_ **Floor** of the building namely "**Riddhi Aparment**" (presently under construction) and the flat will be consisting of \_\_\_(\_\_\_\_) Bedrooms, \_\_\_(\_\_\_\_) living-cum-dining space, \_\_\_(\_\_\_\_) kitchen, \_\_\_(\_\_\_\_) toilets and \_\_\_(\_\_\_\_) balcony together with undivided, proportionate share of land underneath the building (more fully described in **Second Schedule** written herein below) for or at an assessed and settled consideration price of Rs. \_\_\_\_\_/- (Rupees Twenty Five Lakh Twenty Five Thousand Nine Hundred) only and to be payable by

the Allottee/s to the Promoter in terms of schedule of payment so set out in the **Sixth Schedule** written hereinafter.

2. That apart from the payment of settled consideration price as above the Allottee/s shall remain liable to bear and pay to the Promoter on or before taking delivery of possession of the said flat.
3. That the Allottee/s hereof on or before signing the present Agreement for sale have satisfied themselves in all respect regarding the right, interest and authority of the Promoter in respect of concerned flat/s and that of the Promoter in respect of said premises on which the said building is presently being constructed and upon being satisfied in all respect on or before signing the present agreement for sale paid to the Promoter hereof the sum of **Rs. 1,00,000/- (Rupees One Lakh)** only as an advance and/or earnest money in part payment of the agreed consideration price (the receipt whereof the landowner doth hereby acknowledge by signing the present Agreement for Sale)
4. That the Allottee/s hereof prior to execution of the present agreement for sale have taken inspection for all documents in respect of the said premises, the sanction building plan of the South Dum Dum Municipality and all other related papers and documents and upon being such inspection, verification, scrutiny of all papers and documents have accepted the status of Promoter in respect of the said flat, agreed hereunder not raise any question relating to the same in failure and/or put any requisition hereinafter with regard thereto for any reason whatsoever. However, the Promoter hereto agrees to supply copies of all such necessary papers and documents that one Allottee/s reasonable require for procuring loan to purchase the said flat/ unit either from the Government Organization or from the Financial Institute and/ or Banks as the case may be.
5. **Representation of the Promoter/ Vendor**
  - a) That it has been specifically represented by the Promoter hereto that the right, possession, authority and interest of the Promoter in respect of the said flat so agreed to be sold hereunder in favour of the Allottee/s is free from all encumbrances, charges, liens, lispendens, attachments, and acquisition or requisition of any nature whatsoever, furthermore, the Promoter has not yet entered into any agreement for sale with any other prospective Allottee/s in any manner whatsoever for sale and/ or transfer the said flat in favour of the Allottee/s hereto in total unencumbered manner.
  - b) That it is also represented by the Promoter that, no person other than the Promoter/ Vendor hereto have had any kind of right, title and/or interest relating to the said flat or any part of portion thereof and it's the Promoter only who have good, valid, lawful and marketable right, title, authority and interest in respect of

the same so agreed to be sold hereunder unto and in favour of the Allottee/s hereof.

c) That the Promoter/Vendor further states that, the sale of undivided and proportionate share of share of land underneath the building and attributable to the said flat is also free from all encumbrances but subject to the other provision hereof.

d) That the Promoter categorically agrees to construct and complete the constructional work of the building as well as that of flat so agreed to be sold hereunder in compliance of the specifications mentioned in the **Third Schedule** written hereunder subject to the terms and conditions that, the Allottee/s hereof will go on making punctual payment of the agreed consideration amount vide the terms of payment mentioned in the **Sixth Schedule** hereunder.

e) That the Promoter shall within the period of 31<sup>st</sup> day of March, 2022 (completion date) i.e. the prospective date of delivery of possession of the concerned flat shall construct, install and/ or complete all the common areas of the building which is necessary for free ingress to and egress from the said flat and making the unit habitable and tenantable in all respect.

f) That the Promoter/ Vendor hereto during the subsistence of the present Agreement for sale shall not let out, transfer, assign, mortgage or alienate the said flat or any part or portion thereof by transferring the right, title, interest or possession of the Promoter relating to the same in any manner whatsoever in favour of any third party save and except the Allottee/s hereof.

g) That the settled consideration price so fixed hereunder between the parties hereto for sale of the said flat shall be conclusive and final for all time to come hereafter and any increase or decrease in the market value thereof would however be of no ground for avoiding the sale and/ or purchase of the same by either of the parties hereto.

h) That it is specifically agreed to between the parties hereunder that, the sale of the said flat by the Promoter and purchase of the same by the Allottee/s hereof shall necessarily be completed within the agreed period of 31<sup>st</sup> day of March, 2022 (completion date) and the said time period for all purpose will be treated as the essence of the present agreement for sale.

i) That during the constructional period of the said flat and at all time hereafter till the date of delivery of possession of the same to the Allottee/s, shall remain at the risk and arrangement of the Promoter and it will be the Promoter/ Vendor alone who is to made responsible and liable to bear and pay all Municipal rates and charges relating thereto.



j) That the Promoter hereof categorically undertakes that, after getting full and final payment which has been settled between parties, the Promoter shall make, execute and register in favour of the Allottee/s proper Deed of Conveyance relating to the sale of the said flat and simultaneously therewith deliver to the Allottee/s the vacant and peaceful possession of the said flat in unencumbered manner.

6. The Allottee/s do hereby categorically covenant/s with the Promoter/ Vendor hereto as follows:

- a) The Allottee/s shall not be entitled to cause any interference or obstruction or impediment of any nature whatsoever in respect of construction of the proposed multi storied building or construction of any additional floor thereupon in accordance with the revised building plan of South Dum Dum Municipality by the Promoter and further shall not be entitled to raise any objection and/ or hindrances in transferring the remaining share of the said Premises and/ or other constructed areas including the additional floor area of the Building to other Allottee/s by the Promoter save and except the flat/ unit so agreed to be sold hereunder to the Purchase/s hereof.
- b) The Allottee/s shall not be entitled to raise any claim and/ or right of whatsoever and/ or howsoever nature in respect of the other constructed areas and/ or other portions of the said premises or buildings so to be constructed by Promoter hereof except the flat so agreed to be sold hereunder unto and in favour of the Allottee/s hereof.
- c) Not to object or interfere with the right of Promoter to allow any portion of the said building or the said premises to be used flats for residence and to be used as an office or business of for any other lawful purposes that the Promoter may deem fit and proper.
- d) Not to store or keep stored or allowed to be stored any articles, things, material and goods in the landing, lobbies and other common parts of the building.
- e) Not to cause or make obstruction, interference or hindrances in free ingress to and egress from the said building or the said premises.
- f) The Allottee/s shall upon receipt of the notice from the Promoter regarding completion of the constructional work of the concerned flat shall make final inspection regarding the workmanship of all specified works of the said flat and shall sign the requisite declaration in favour of the Promoter towards satisfactory completion of entire constructional work taking delivery of possession of the concerned flat.

- g) Under no circumstances possession of the concerned flat shall be handed over to the Allottee/s by the Promoter until and unless all payments towards consideration money including deposit for legal charges, stamp duty amount and registration expenses are being made and/ or deposited according to the terms of the present agreement by the Allottee/s to Promoter.
- h) So long each unit in the said building shall not be separately assessed for Municipal rates and taxes and assessed on the whole building, the portion determined by the Promoter on the basis of the area in respect of each flat or unit in the said building shall be final and binding on the Allottee/s.
- i) That upon the possession of the said proposed flat/ unit being delivered to the Allottee/s he/she/they shall be entitled to the use and occupation of the said flat/ unit and shall have no claim against the Promoter with regard to any defect relating to constructional work of the said flat/unit or in respect of any other account whatsoever in connection therewith. It is hereby expressly agreed that, the decision of the Architect/ Engineer in respect of the measurement of area of any flat/unit of the building will be binding on the Allottee/s and the Allottee/s shall not be entitled to raise dispute or challenge the same on any ground whatsoever.
- j) The Allottee/s shall not store in the said flat any goods or articles of hazardous or combustible nature or which are too heavy to effect or disturb the structural balance of the said building or cause damage to the safety/and soundness of the building.
- k) The Allottee shall not keep or store in the said flat any inflammable combustible or any offensive articles, which shall be or constitute any nuisance or annoyance to the occupiers of the other flats/ shops/ Car Parkings of the said building and cause damage to the safety and soundness of the building.
- l) The Allottee/s shall not be entitled to decorate the exterior portion of the concerned flat of the building otherwise in the manner agreed upon in writing by the Promoter or that of the Flat Owners Association of the Building.
- m) The Allottee/s shall not open any additional door/window or alter the size of any of the doors and windows of the flat of said building under any circumstances whatsoever.
- n) The Allottee shall not put any neon sign or any display board outside of concerned flat/unit without the consent in writing of Promoter or Flat Owners Association of the Building.

- o) The Allottee/s shall use the said proposed flat/unit only for the purpose of residence and hereby agreed and/or covenant with the Promoter not to use the said particular flat/unit for any other purpose.
7. As and from the date of delivery of possession of the said flat the Allottee hereof duly covenant/s and agree/s to:
- a) To cooperate with Promoter in the management, administration and maintenance of the common portions and/or areas of the building till the formation of the Flat Owner's Association in terms of the provision of the West Bengal Apartment Ownership Act, 1972.
  - b) To observe the rules framed from time to time by the Promoter and upon its formation by the Association of flat owners including those mentioned in the **Fourth Schedule** hereunder written for quiet, peaceful and beneficial enjoyment of the flat/unit and/or common areas.
  - c) To pay proportionate share of the common expenses and other charges incidental thereto and so fixed by the Promoter regularly without any delay or default.
  - d) To pay all charges relating to electricity and other utilities/ services in or relating to the flat/unit/ until assessed separately.
  - e) The Allottee/s shall remain liable to pay to the Association of Flat Owners within 07 (Seven) days of demand, monthly maintenance charges in respect of the concerned flat. It will always remain obligatory on the part of the Allottee/s to pay to the Association of Flat Owners the monthly maintenance charges at such rate so fixed by the Association of Flat Owners without raising any objection.
  - f) The proportionate rate payable by the Allottee/s for the common expenses shall at the initial stage be fixed by the Promoter and on its formation by the Association of the Flat Owners and the Allottee/s without raising any objection shall remain liable to pay all such expenses for having undisturbed enjoyment of all common facilities and amenities attached to and available with the concerned flat of the Allottee/s. the statement of accounts of the appointment of the charges so prepared by the Promoter for all purposes shall be treated as conclusive and final. In any event, the Allottee/s shall not be entitled to raise dispute or question the same and hereby consented to the same.
  - g) If the Allottee/s fail/s to pay the aforesaid monthly maintenance charges and/of deposits or any part thereof within the specified time as aforesaid, in all such events, the Allottee/s shall be liable to pay interest at the rate of 2% per month of the default amount and further that, if any such charges

and/or deposit amount remain unpaid together with payment interest thereon for a continuous period of 2(Two) months in that circumstances, the Promoter or upon formation, the Flat Owner's Association shall be at liberty to withhold and/or suspend all such common services viz. water supply, electricity connection, use of lifts etc. attached to the Allottee/s till such time, all dues raining outstanding and to be payable together with accrued interest thereon, are actually being paid in full by the Allottee/s. Furthermore, the Allottee/s shall also be liable to pay the common expenses for such suspended period along with payment of reconnection charges.

- h) The Allottee/s shall not be entitled in any manner whatsoever to interfere with or obstruct the aforesaid right of the Promoter and that of the Flat Owner's Association on its formation and shall not be entitled to make any demand for loss and damages in connection therewith under any circumstances.
  - i) Any amount so paid by the Allottee/s hereof to the Promoter hereto in terms of the present Agreement for sale however, shall not carry any interest thereon under any circumstances whatsoever.
8. That if the Allottee/s hereof fail to make the payment of the balance consideration price to the Promoter in terms of the Schedule of Payment so specified in the **Sixth Schedule** written hereafter in such event, The Promoter hereof will be entitled to claim interest at the rate 2% (Two Percent) per month on the default amount and/or alternatively, will be at liberty to cancel the present agreement for sale upon giving one month's notice in writing to the Purchase/s by Registered post with A/D at the last known address of the Allottee/s.
  9. In case cancellation of the present agreement at the instance of the Allottee/s for any reason of his/her/their own, the Allottee/s hereof however, will be entitled to claim refund of the amount so paid to the Promoter till the date of such cancellation upon deduction of the sum of Rs. 50,000/- (Rupees Fifty Thousand) only on account of penalty and liquidated damages.
  10. The Allottee/s hereof from the date of serving with the notice of taking delivery of possession of the said flat will be liable to pay the Promoter monthly maintenance charges inclusive of proportionate share of common expenses as well as the proportionate share of Municipal rates and taxes until and unless the said flat become separately assessed in the name of the Allottee/s by the concerned authority of the South Dum Dum Municipality.
  11. That Allottee/s hereof shall not for any reason whatsoever be entitled to raise objection and/or obstruction to the Promoter in transferring the remaining portion of the said premises and/or other flats/ garages and other constructed

areas of the multi-storied building unto and in favour of other Allottee/s save and except the flat so agreed to be sold hereunder.

12. It is agreed to between the parties hereof that, the form and the mode of transfer of the concerned flat including the terms, conditions and covenants of the Deed of Conveyance and all other documents so to be prepared, executed and registered in pursuance hereof in favour of the Allottee/s shall only be drawn, settled and to be registered by the legal advisor of the Promoter under all circumstances at the costs and expenses of the Allottee/s.
13. The Promoter's Advocate will make all drafts for registration and the Allottee will bear the cost of stamp duty, registration fees and incidental charges.
14. All costs, charges and expenses for Stamp Duty, registration charges and fees of the advocate for such transfer of the flat in favour of the Allottee/s absolutely in advance to the Promoter.
15. That on completion of the entire constructional work of the building, the Promoter at its own costs and expenses shall obtain the requisite Building Completion Certificate/ Occupancy Certificate from the authorities of the South Dum Dum Municipality and shall handover a photocopy of the same to the Allottee/s.
16. The Court of 24-Paraganas (North) alone will have due authority to try and determine any dispute/ differences between the parties hereof arising out of the terms and conditions of the present agreement.

**THE FIRST SCHEDULE ABOVE REFERRED TO**  
**(THE LAND/ SAID PREMISES)**

ALL THAT piece or parcel of land measuring an area of 04 (Four) Cottahs comprised in C.S./ R.S. Dag No. 2452, C.S.Khatian No. 130, R.S. Khatian No. 130, R.S.No. 154, Mouza – Satgachi, J.L.No. 20, Touzi No. 3/162, Police Station – Dum Dum, being Ward No. 26, Holding No. 68(New), Baguiati 4<sup>th</sup> Lane, P.S. Dum Dum in the district of 24-Parganas (North), within the limit of South Dum Dum Municipality, Addl. Dist.- Sub-Registration Office Cossipore, Dum Dum, in the District of 24-Parganas (North)

The Property is Butted and Bounded as follows:

ON THE NOTH:	By Land of Menoka Bala Dasi
ON THE SOUTH:	By excess land of same Dag in occupation of Jagadish Ch. Pal
ON THE EAST:	By 12 Feet wide Road
ON THE WEST:	By the land of Radha Rani Saha

**THE SECOND SCHEDULE ABOVE REFERRED TO**  
**(THE FLAT HEREBY AGREED TO BE SOLD)**

**ALL THAT** self contained residential flat being **Flat No. \_\_\_\_** having the **Carpet Area** of **\_\_\_\_\_ Square Feet** (exclusive balcony or verandah areas and open terrace areas) (Covered Area \_\_\_\_\_ Sq. Ft.) and lying on **\_\_\_\_\_ side** of the **\_\_\_\_\_ Floor** of the said Building namely, **Riddhi Apartment** and the flat will be comprising of **02(Two) Bed Rooms, 1(One Drawing cum Dining space, 1(one) Kitchen, 2(Two) Toilets** with Bath and **1(One Balcony)** together with undivided, proportionate and impartible share of land attributable thereto of the said premises as well as with all other easement and common right and interest on all common areas, facilities and amenities attached to and available therewith and to be finished and completed in accordance with the specifications so mentioned in the **Third Schedule** written herein below:

**THE THIRD SCHEDULE ABOVE REFERRED TO**  
**(SPECIFICATION)**

**BUILDING** : The building will be on R.C.C. foundation.

**WALLS** : Brick masonry for the outer wall will be 8” thick partition/ internal walls will be 5”/3” thick. The outer will be cement plaster with cement based paint and the inside wall will be cement plaster with cement Plaster of Paris.

**WINDOW** : Aluminium sliding window with protective door grills.

**DOOR** : Door frame will be made of “Wood” and the door shutter will be of commercial solid flush widow:

**FLOORING**: Entire flooring work of flat will be made of tiles slab with skirting of 4” height of the same material and lobby, stair will be made of Marbel

**KITCHEN** : Cooking platform will be provided black stone tiles there upon up to 2 feet height. One black stone sink will also be provided in the kitchen.

**TOILET** : Tiles Flooring with glazed tiles with 6” height, white basin, European commode will be provided in toilet with P.V.C. cistern.

**WATER SUPPLY** : 24 Hours water supply from Deep Tube-well

**SEWERAGE & WATER LINES** : All sewerage will be made of concealed underground (S.W.Pipe) and all rain water and soil lines are to be made of P.V.C. Pipes. Concealed P.V.C. with cromium plated fittings of standard make will be provided in the bathroom and kitchen.

**ELECTRICITY** : 2 (Two) Light point and 1 (One) fan point in each bed room/ drawing and dining space. Exhaust fan point will be provided in kitchen room and in toilet. All lights, fan and plug point will be fitted with modular switches. Upon payment of additional costs and expenses the Promoter will arrange to submit the individual application to the concerned Electricity Authority for separate Electric Meter in the name of Allottee/s of flat.

**LIFT** : One lift will be provided.

**ROOF AND TERRACE** : The Roof and Terrace of the building will be provided with cast-in-situ mosaic with broken marble.

**EXTRA WORK** : Any other work save and except stated above if required to be done will be regarded as extra work and the same is to be carried out at the cost and instruction of Allottee/s on payment of advance charges there for.

**THE FOURTH SCHEDULE ABOVE REFERRED TO**  
**(THE COMMON AREAS/PORTION)**

The common areas and facilities so to be enjoyed by the Allottee/s along with the other Flat/Unit Owners of the building in common and mentioned in the present agreement shall include:

1. The land on which the building is constructed and all easement right and appurtenances belonging to the land and the building.
2. The foundation columns, girders, beams & supports, main walls & roof of the building, corridors & lobbies, landing, stair, stair-ways and entrance and exit gate of the building.
3. The space provided for the watchman/ caretaker of Flat Owners Association of the building.
4. The Overhead water tank, motor pump, lift and lift well, all sanitary and water line pipes and in general other installations relating to operation of common services such as light, water, sewerage line, toilet and other amenities attached to the land and building.
5. All plumbing installation used for common services and carriage of water along with such other common parts, areas, equipments, installations, fitting, fixtures, and spaces in or about the land and the building and area necessary for passage to and/or use of the flats of the building in common by Co-owners.

6. 1(One) Septic tank, 1(One) Overhead water reservoir, lift machine room, space reserve for providing letter box, calling bell of the flat owners of the building.

**THE FIFTH SCHEDULE ABOVE REFERRED TO**  
**(THE COMMON EXPENSES)**

The Allottees are to bear and pay proportionately the following expenses along with the other Owners and Occupiers of the building.

1. All costs of maintenance, operating replacing, repairing re-building, whitewashing, painting, decorating, re-decorating, reconstruction and lighting the common portion and common areas of the building including the main entrance, exit, passages, lift, lift-well, landings, lobbies and staircase of the building as well as the outer wall/part of the building.
2. The salary of all persons employed for the common purpose including caretaker, sweeper of building.
3. Proportionate share of municipal rates and taxes including Government rents and taxes, other outgoings, levies and impositions from the date of making over possession of the said flat is to be borne by the Allottee/s are separately assessed.
4. Insurance premium for insuring the building if any, against earthquake, fire, damage by natural calamities etc.
5. All charges and deposits for maintaining supply and operation of all common services and utilities to the building.
6. Costs of formation and operation of the Flat Owners Association.
7. Costs of running, maintenance, repairs and replacement of pumps, motors and other common installations.
8. Electricity charges relating to consumption of electrical energy used for operation and all common services.
9. All litigation costs and expenses incurred for protection, pre-reservation and safe holding of the land, building and all its common portions.



**THE SIXTH SCHEDULE ABOVE REFERRED TO**  
**(TERMS OF PAYMENT)**

The Settled consideration money being the sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) only towards Sale of Flat No. \_\_\_ and lying on the \_\_\_\_\_ **Side** of the \_\_\_\_\_ **Floor** is to Payable by the **Purchaer/s** to the **Promoter** hereof in the manner as follows:

i) Signing of the Present Agreement for Sale (the receipt whereof doth hereby admits and acknowledge by the Promoter on signing the present agreement for Sale). Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) only

ii) Immediate after (within 07 days) 5<sup>th</sup> Roof Casting Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) only

iii) Immediate after (within 07 days) entire Brick work of the said Allottee's flat Rs \_\_\_\_\_/- (Rupees \_\_\_\_\_) only

(iv) Immediate after (within 07 days) entire Inside Plaster work of the said Allottee's flat Rs \_\_\_\_\_/- (Rupees \_\_\_\_\_) only

v) Immediate after (within 07 days) flooring work of the said Allottee's flat Rs \_\_\_\_\_/- (Rupees \_\_\_\_\_) only

v) At the time of possession taken by the said Allottee Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) only

**IN WITNESS WHEREOF** the parties hereto doth hereunder set and subscribe their respective hand and seal in presence of the Witnesses named herein below on the day, month and year first above written

**SIGNED, SEALED AND DELIVERED**

at Kolkata in presence of:

**WITNESSES**

1.

2.

**(SUMAN CHATTERJEE,  
SUBHANKAR DUTTA)**

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**SIGNATURE OF THE  
VENDOR OF THE FIRST  
PART**

Properties

For Sri Vinayak Infradev

For Sri Lokenath

(Partner)

(Partner)

Properties

For Sri Vinayak Infradev

For Sri Lokenath

(Partner)

(Partner)

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**SIGNATURE OF THE PROMOTER  
SENOND PART**

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**SIGNATURE OF THE ALLOTTEE  
THIRD PART**