

## **AGREEMENT FOR SALE**

**THIS AGREEMENT FOR SALE** executed on this \_\_\_\_\_ day of  
\_\_\_\_\_ January, 2021,

### **BY AND BETWEEN**

**1. SRI SOURAV KUMAR BORAL @ SOURAV BORAL (PAN-AEOPB8556N) (AADHAAR NO. 4545 4323 2445)** son of Late Biswanath Boral, by occupation Business ;

**2. SRI RAHUL BORAL (PAN – BFCPB2491C) (AADHAAR NO. 4047 5067 1633)** son of Sri Sourav Kumar Boral @ Sourav Boral by occupation Business;

**3. SMT. RUMA BORAL (PAN – ADWPB9615K) (AADHAAR NO. 2628 1577 2028)** wife of Sri Sourav Kumar Boral @ Sourav Boral by occupation Household Duties, all are by faith Hindu, by Nationality Indian residing at Village and Post Office Jhorehat, Police Station Sankrail, District Howrah 711302, West Bengal, India , hereinafter called and referred to as the “**LANDOWNERS/FIRST PARTIES**” represented by their lawful attorney Developer **M/S. S.R. GROUP & DEVELOPER** a partnership firm being incorporated under the Partnership Act 1956 having its office at Village and Post Office Jhorehat, Police Station Sankrail, District Howrah 711302, West Bengal, India being represented by its partners viz. **1. SRI SOURAV KUMAR BORAL @ SOURAV BORAL** son of Late Biswanath Boral, **2. SRI RAHUL BORAL** son of Sri Sourav Kumar Boral @ Sourav Boral both are by faith Hindu, by occupation Business, by Nationality Indian residing at Village and Post Office Jhorehat, Police Station Sankrail, District Howrah 711302, West Bengal, India, (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, administrators, legal representatives and assigns) the parties of the **FIRST PART.**

**[OR]**

**M/S. S.R. GROUP & DEVELOPER (PAN – ADXFS7794P)** a partnership firm being incorporated under the Partnership Act 1956 having its office at Village and Post Office Jhorehat, Police Station Sankrail, District Howrah 711302, West Bengal, India being represented by its partners viz.

**1. SRI SOURAV KUMAR BORAL @ SOURAV BORAL (PAN-AEOPB8556N) (AADHAAR NO. 4545 4323 2445)** son of Late Biswanath Boral,

**2. SRI RAHUL BORAL (PAN – BFCPB2491C) (AADHAAR NO. 4047 5067 1633)** son of Sri Sourav Kumar Boral @ Sourav Boral both are by faith Hindu, by occupation Business, by Nationality Indian residing at Village and Post Office Jhorehat, Police Station Sankrail, District Howrah 711302, West Bengal, India, hereinafter called and referred to as the **“DEVELOPER/CONFIRMING PARTY”** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its heirs, executors, successors-in-office, legal representatives and assigns) the party of the **SECOND PART**.

[OR]

[If the Allottee is a company]

\_\_\_\_\_,(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, (Aadhaar no. \_\_\_\_\_) duly authorized vide board resolution dated \_\_\_\_\_, hereinafter referred to as the **“ALLOTTEE/PURCHASER”** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns).

[OR]

[If the Allottee is a Partnership]

\_\_\_\_\_, a partnership firm registered under the India Partnership Act, 1932 having its principal place of business at, (PAN), represented by its authorized partner \_\_\_\_\_, (Aadhaar no. ) duly authorized vide hereinafter referred to as the **“ALLOTTEE/PURCHASER”**

(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 administrators of the last surviving partner and his/her/their assigns).

[OR]

[If the Allottee is an Individual]

**SRI** \_\_\_\_\_ (**PAN-** \_\_\_\_\_) (**AADHAR** \_\_\_\_\_) son of \_\_\_\_\_, by faith Hindu, by occupation \_\_\_\_\_ by Nationality Indian residing at \_\_\_\_\_

\_\_\_\_\_ hereinafter called and referred to as the “**ALLOTTEE/PURCHASER**” (which expression shall unless excluded by or repugnant to the context shall be deemed to mean and include his heirs successors, executors, administrators, nominee and/or assigns) Party of the **THIRD PART**.

[OR]

[If the Allottee is a HUF]

Mr./Ms. \_\_\_\_\_ (Aadhaar no. \_\_\_\_\_) son of \_\_\_\_\_, aged about \_\_\_\_\_ for self and as Karta of the Hindu Joint Mitakshara Family known as HUF, having its place of business / residence at \_\_\_\_\_ (PAN \_\_\_\_\_),

hereinafter called the “**ALLOTTEE/PURCHASER**” (which expression shall unless repugnant to the context meaning thereof be deemed to mean the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns).

[Please insert details of other allottee(s) in case of more than one allottee]

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

**DEFINITIONS :**

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

- a) “Act” means the West Bengal Housing Industry Regulation Act, 2017 (West Ben, Act XLI of 2017);
- b) “Rules” means the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 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. The Vendors/ Owners are the absolute and lawful owners of one compact plot of Rayata Dakhali Swatwiya Bastu land containing an area of land admeasuring 17(seventeen) cottahs 15 (fifteen) chittaks 41 (forty one) Sqft. or 29.74 decimals as per physical measurement 18 (eighteen) Cottahs 02 (two) chittaks 15 (fifteen) Sqft. or as per ROR (L.R.) 30 decimals TOGETHER WITH R.T. Shed structure delineated and demarcated on the map or plan annexed hereto marked with plot Nos. “A”, “A1”; “B”, “B-1” & “C” comprised in R.S. Dag Nos. 788, 789 & 781, corresponding to L.R. Dag Nos. 858, 857 & 850 respectively under L.R. Khatian No. 4690 deriving from L.R. Khatian Nos. 576, 95, 167, 2657 & 228 respectively AND L.R. Khatian No 3994 deriving from L.R. Khatian Nos. 1539, 2875 & 933 respectively AND L.R. Khatian No. 3913 deriving from L.R.**

Khatian No. 1539 & 2875 respectively of Mouza Jhorehat, J.L. No. 30, Police Station Sankrail within area of Jhorehat Gram Panchayet at present Banupur-II Gram Panchayet, District Howrah 711302 with all sorts of easementary right of 12' feet wide common passage towards South to North at the middle portion on the Northern side and partly 6' feet wide common passage on the Eastern side towards South to North connected with the 12'feet wide common passage on the Northern side and 12' feet wide common passage on the North East Corner towards West to East & South to North of this plot of land within the territorial Jurisdiction of District Sub Registrar – I, Howrah and Additional District Sub Registrar Ranihati, Howrah morefully specifically mentioned in the **FIRST SCHEDULE** herein under below and referred to as the **TOTAL PROPERTY** hereinafter called the **SAID PROPERTY FOR DEVELOPMENT**.

- B.** By virtue of a Registered Deed of Sale on 18<sup>th</sup> day of May, 2011 which is recorded in the Book No. 1, CD Volume No. 5, Pages from 1602 to 1612 Being No. 02185 for the year 2011 in the office Additional District Sub Registrar at Ranihati Howrah, the present **Land owner the Party No.1 SRI SOURAV KUMAR BORAL @SOURAV BORAL** has purchased a plot of Bagan land admeasuring **04 (four) cottahs 13 (thirteen) chittaks 19 (nineteen) Sqft. as per physical measurement or 08 decimals marked with Plot No. "A"** comprised in R.S. Dag No. 789 corresponding to L.R. Dag No. 858 under L.R. Khatian No. 576 of Mouza Jhorehat, J.L. No. 30, Police Station Sankrail within area of Jhorehat Gram Panchayet at present Banupur-II Gram Panchayet, District Howrah 711302 with all sorts of easementary right from his Vendor Sri Khagendra Nath Ghosh son of late

Guiram Ghosh of Jhorehat, Sankrail, Howrah who acquired the said property by way Law of inheritance thereat **and whereas** by virtue of another Registered Deed of Sale on 26<sup>th</sup> day of June, 2015 in the office Additional District Sub Registrar at Ranihati Howrah duly recorded in the Book No. 1, Volume No. 0503-2015, Pages from 13731 to 13751 Being No. 050302705 for the year 2015 in the office Additional District Sub Registrar at Ranihati Howrah, he has also purchased a Plot of Danga land admeasuring **02(two) cottahs 01 (one) chittak 05 (five) Sqft. or 3.42 decimals as per Physical measurement 02(two) cottahs 06 (six) chittak 32 (thirty two) Sqft. marked with Plot No. "A1"** comprised in R.S. Dag No. 788 corresponding to L.R. Dag No. 857 under L.R. Khatian Nos. 95,167, 2657 & 228 respectively of the aforesaid Mouza, Police Station and Panchayet in the District Howrah 711302 with all sorts of easementary right of partly 6' feet wide common passage on the Eastern side towards South to North connected with the 12'feet wide common passage on the Northern side from his Vendors 1. Smt. Minati Kongar wife of Late Adhir Chandra Kongar,2. Sri Palash Kongar son of Late Adhir Chandra Kongar, 3. Smt. Jhumpa Ghosh wife of Sri Amit Ghosh, 4. Smt. Rumpa Panja wife of Sri Malay Panja both are daughters of Late Adhir Chandra Kongar, 5. Sri Asit Chandra Kongar, 6. Sri Samarendra Nath Kongar and 7. Sri Amrita Lal Kongar Nos. 5 to 7 sons of late Sailendra Nath Kongar all are resident of Jhorehat, Sankrail, Howrah who acquired the said property by way Law of inheritance thereat.

**By** virtue of aforementioned said two separate Registered Deed of Sale in the manner as aforesaid **Sri Sourav Kumar Boral @ Sourav Boral** has become absolute owner and occupier in respect

of Bagan land & Danga land being total admeasuring **06 (six) cottahs 14 (fourteen ) Chattaks 24 (twenty four) Sqft.** or **11.42 decimals as per physical measurement 07 (seven) cottahs 04 (four) chittaks 06(six) Sqft.** delineated and demarcated on the map or plan annexed hereto marked with **Plot Nos. "A" & "A1"** in the aforesaid two Dags comprised in R.S. Dag No.789 & 788 corresponding to **L.R. Dag Nos. 858 & 857** respectively under L.R. Khatian Nos. 576, 95, 167, 2657 & 228 respectively of Mouza Jhorehat, J.L. No. 30, Police Station Sankrail within the area of Jhorehat Gram Panchayet at present Banupur – II Gram Panchayet District Howrah 711 302 with all sorts of easementary right of partly 6' feet wide common passage on the Eastern side towards South to North connected with the 12'feet wide common passage on the Northern side of this plot of land.

By virtue of a Registered Deed of Sale on 24<sup>th</sup> day of June, 2014 which is recorded in the Book No. 1, CD Volume No. 8, Pages from 2402 to 2415 Being No. 02671 for the year 2014 in the office Additional District Sub Registrar at Ranihati Howrah, the present **Land Owner Party No.2 SRI RAHUL BORAL** has purchased a plot of Bagan land admeasuring **04 (four) cottahs 13 (thirteen) chittaks 19 (nineteen) Sqft. as per physical measurement or 08 decimals** marked with **Plot No. "B"** comprised in R.S. Dag No. 789 corresponding to L.R. Dag No. 858 under L.R. Khatian Nos. 1539 & 2875 respectively of Mouza Jhorehat, J.L. No. 30, Police Station Sankrail with in the area of Jhorehat Gram Panchayet at present Banupur – II Gram Panchayet District Howrah 711 302 with all sorts of easementary right of 12' feet wide common passage South to North at the middle portion on



the Northern side from his Vendors 1. Smt. Dipali Ghosh wife of late Balai Ghosh 2. Sri Dilip Ghosh 3. Sri Sudip Ghosh both are sons of Late Balai Ghosh 4. Smt. Anju Adhikary wife of Sri Sushanta Adhikari 5. Smt. Manju Maity wife of Sri Tapan Maity both are daughters of Late Balai Ghosh 6. Smt. Menoka Ghosh wife of Late Haladhar Ghosh 7. Shyamali Ghosh 8. Kalplana Ghosh 9. Sri Biswanath Ghosh Nos. 6 to 9 daughters and son of Late Haladhar Ghosh 10. Smt. Aloka Roy wife of Sri Asim Roy 11. Smt. Chaina Das wife of Sri Shukdeb Das both are daughters of Late Haladhar Ghosh of Jhorehat, Sankrail, Howrah through their lawful attorney (Registered General Power of Attorney Deed No. 00262 dated 19.05.2011 vide Book No. IV, Volume No. 1, Pages from 2520 to 2532 for the year 2011 of ADSR Ranihati Howrah)

**Sri Sourav Boral** son of late Biswanath Boral of Jhorehat, Sankrail, Howrah who acquired the said property by way Law of inheritance thereat **and whereas** by virtue of another Registered Deed of Sale on 26<sup>th</sup> day of June, 2015 which is recorded in the Book No. 1, Volume No. 0503-2015, Pages from 13699 to 13716 Being No. 050302703 for the year 2015 in the office Additional District Sub Registrar at Ranihati Howrah, he has also purchased a Plot of Danga land admeasuring **01(one) cottah 06 (six) chittaks 24 (twenty four) Sqft. or 2.32 decimals as per Physical measurement 01(one) cottah 03 (three) chittaks 16 (sixteen) Sqft.** marked with **Plot No. "B-1"** comprised in R.S. Dag No. 781 corresponding to L.R. Dag No. 850 under L.R. Khatian No. 933 of the aforesaid Mouza, Police Station and Panchayet in the District Howrah 711302 with all sorts of easementary right of partly 6' feet wide common passage on the Eastern side towards South to North connected with the 12'feet

wide common passage on the Northern side and 12' feet wide common passage towards West to East & South to North on the North East Corner from his Vendor Sri Tushar Kanti Ghosh son of Balai Chandrta Ghosh of Jhorehat, Sankrail, Howrah along with the Consent Parties No. 1. Smt. Minati Kongar wife of Late Adhir Chandra Kongar, 2. Sri Palash Kongar son of Late Adhir Chandra Kongar, 3. Smt. Jhumpa Ghosh wife of Sri Amit Ghosh, 4. Smt. Rumpa Panja wife of Sri Malay Panja both are daughters of Late Adhir Chandra Kongar, 5. Sri Asit Chandra Kongar, 6. Sri Samarendra Nath Kongar and 7. Sri Amrita Lal Kongar Nos. 5 to 7 sons of late Sailendra Nath Kongal all are resident of Jhorehat, Sankrail, Howrah who acquired the said property by way Law of inheritance thereat.

**By** virtue of aforementioned said two separate Registered Deed of Sale in the manner as aforesaid **Sri Rahul Boral** has become absolute owner and occupier in respect of Bagan land & Danga land being total admeasuring **06 (six) cottahs 03 (three) Chittak 43 (forty three) Sqft.** or **10.32 decimals as per physical measurement 06 (six) cottahs 00 (zero) Chittak 35 (thirty five) Sqft.** delineated and demarcated on the map or plan annexed hereto marked with **Plot Nos. "B" & "B1"** in the aforesaid two Dags comprised in R.S. Dag Nos. 789 & 781 corresponding to **L.R. Dag Nos. 858 & 850** respectively under L.R. Khatian Nos. 1539, 2875 & 933 respectively of Mouza Jhorehat, J.L. No. 30, Police Station Sankrail with in the area of Jhorehat Gram Panchayet at present Banupur-II Gram Panchayet District Howrah 711 302 with all sorts of easementary right of 12' feet wide common passage towards South to North at the middle portion on the Northern side and partly 6' feet wide

common passage on the Eastern side towards South to North connected with the 12'feet wide common passage on the Northern side and 12' feet wide common passage towards West to East & South to North on the North East Corner of this plot of land.

**By** virtue of a Registered Deed of Sale on 24<sup>th</sup> day of June, 2014 which is recorded in the Book No. 1, CD Volume No. 8, Pages from 2388 to 2401 Being No. 02670 for the year 2014 in the office Additional District Sub Registrar at Ranihati Howrah, the present **Land owner Party No.3 SMT. RUMA BORAL** has Purchased a plot of Bagan land admeasuring **04(four) cottahs 13 (thirteen) chittaks 19 (nineteen) Sqft. or 08 decimals as per physical measurement** delineated and demarcated on the map or plan annexed hereto marked with **Plot No. "C"** comprised in R.S. Dag No. 789 corresponding to L.R. Dag No. 858 under L.R. Khatian Nos. 1539 & 2875 respectively of Mouza Jhorehat, J.L. No. 30, Police Station Sankrail with in the area of Jhorehat Gram Panchayet at present Banupur-II Gram Panchayet District Howrah 711302 with all sorts of easementary right attached thereto from her Vendors 1. Smt. Dipali Ghosh wife of late Balai Ghosh 2. Sri Dilip Ghosh 3. Sri Sudip Ghosh both are sons of Late Balai Ghosh 4. Smt. Anju Adhikary wife of Sri Sushanta Adhikari 5. Smt. Manju Maity wife of Sri Tapan Maity both are daughters of Late Balai Ghosh 6. Smt. Menoka Ghosh wife of Late Haladhar Ghosh 7. Shyamali Ghosh 8. Kalplana Ghosh 9. Sri Biswanath Ghosh Nos. 6 to 9 daughters and son of Late Haladhar Ghosh 10. Smt. Aloka Roy wife of Sri Asim Roy 11. Smt. Chaina Das wife of Sri Shukdeb Das both are daughters of Late Haladhar Ghosh of Jhorehat, Sankrail, Howrah through their lawful attorney (Registered General Power of Attorney Deed No. 00262

dated 19.05.2011 vide Book No. IV, Volume No. 1, Pages from 2520 to 2532 for the year 2011 of ADSR Ranihati Howrah) **Sri Sourav Boral** son of late Biswanath Boral of Jhorehat, Sankrail, Howrah who acquired the said property by way Law of inheritance thereat.

**By** virtue of the aforementioned said two separate Registered Deed of Sale in the manner as aforesaid **Sri Sourav Kumar Boral @ Sourav Boral** being absolute owner and occupier has mutated & recorded his name in the present Settlement Land Reforms Record of Rights in respect of the said respective purchased properties in the office of the Block Land and Land Reforms Officer, Sankrail Howrah published in the Separate **L.R. Khatian No. 4690** of **L.R. Dag No. 857** as **04 decimals Danga Land** according to share 0.1132 out of total 30 decimals Danga Land **and** another **L.R. Dag No. 858** as **08 decimals Bagan Land** according to share 0.3333 out of total 24 decimals Bagan Land and also recorded the said properties in his name in the record of Banupur-II Gram Panchayet and subsequently the said **4 decimals** Danga land was converted into **Bastu land** vide Memo No. X/S-29/559/1(2)/ SANK/16 dated 15.04.2016 **and** the said another plot of **08 decimals** Bagan land was also converted into **Bastu land** vide Memo No. X/S-29/1482/1(3)/SANK/15 dated 02.06.2015 and thereby he has been possessing the said property at his own right title and interest by paying rents and taxes before the competent authority and enjoying the same without any interruption from any corner whatsoever with **FREE FROM ALL ENCUMBRANCES**.

**By** virtue of the aforementioned said two separate Registered Deed of Sale in the manner as aforesaid **Sri Rahul Boral** being absolute owner and occupier has mutated & recorded his name in the present Settlement Land Reforms Record of Rights in respect of the said respective purchased properties in the office of the Block Land and

Land Reforms Officer, Sankrail Howrah published in the Separate **L.R. Khatian No. 3994** of **L.R. Dag No. 850** as **02 decimals Danga Land** according to share 0.0431 out of total 55 decimals Danga Land **AND** another **L.R. Dag No. 858** as **08 decimals Bagan Land** according to share 0.3333 out of total 24 decimals Bagan Land and also recorded the said property in his name in the record of Banupur-II Gram Panchayet and subsequently the said **02 decimals** Danga Land was converted into **Bastu land** vide Memo No. X/S-29/558/1(2)/SNK/15 dated 15.04.2016 **AND** the said another plot of **08 decimals** Bagan land was also converted into **Bastu land** vide Memo No. X/S-29/1588/1(3)/SNK/15 dated 19.06.2015 and thereby he has been possessing the said property at his own right title and interest by paying rents and taxes before the competent authority and enjoying the same without any interruption from any corner whatsoever with **FREE FROM ALL ENCUMBRANCES.**

**By** virtue of the aforementioned said Registered Deed of Sale in the manner as aforesaid **Smt. Ruma Boral** being absolute owner and occupier has mutated & recorded her name in the present Settlement Land Reforms Record of Rights in respect of the said respective purchased property in the office of the Block Land and Land Reforms Officer, Sankrail Howrah published in the Separate **L.R. Khatian No. 3913** of **L.R. Dag No. 858** as **08 decimals Bagan Land** according to share 0.3334 out of total 24 decimals Bagan Land and also recorded the said property in her name in the record of Banupur-II Gram Panchayet and subsequently the said **08 decimals Bagan land** was converted into **Bastu land** vide Memo No. X/S-29/1483/1(3)/SNK/15 dated 02.06.2015 and thereby she has been possessing the said property at her own right title and interest by paying rents and taxes before the competent authority and enjoying the same without any interruption from any corner whatsoever with **FREE FROM ALL ENCUMBRANCES.**

- C.** The present Land owners have already obtained a (G+IV) storied sanctioned residential building plan marked as **“BLOCK -A” & “BLOCK -B”** for construction of the said buildings at L.R. Dag Nos. 850, 857 & 858 under L.R. Khatian Nos. 3913, 3994 & 4690 J.L. No. 30, Mouza – Jhorehat, Police Station Sankrail, Gram Panchayet Banupur – II, District Howrah form Howrah Zilla Parishad vide Memo No.195/032 /HZZP/EP/PS-24 dated 01.10.2019 Sanctioned & issued by the District Engineer.
- D.** The owner and the promoter have entered into a Joint Development Agreement dated 3<sup>rd</sup> day of August in the year, 2020 which was duly executed and registered before the District Sub Registrar-I, Howrah duly recoded in the Book No. 1, Volume No. 0501-2020, Pages 85756 to 85823 Being No. 050102433 for the year 2020..
- E.** For smooth running of the work and allied incidents the above stated **owners/vendors** executed a registered **Development Power of Attorney after Registered Development Agreement** executed on 3<sup>rd</sup> day of August in the year, 2020 and registered on 4<sup>th</sup> day of August in the year, 2020 before the District Sub Registrar-I, Howrah duly recorded in the Book No. I, Volume No. 0501-2020, Pages 87135 to 87169 Being No. 050102462 for the year 2020.
- F.** The Said Land is earmarked for the purpose of building a [commercial / residential/any other purpose] project comprising multistoried apartment buildings and [insert any other components of the Projects] and the said project shall be known as **“SOURAV’S”**.

OR

The Said Land is earmarked for the purpose of plotted development of a [commercial / residential /any other purpose] project comprising plots and [insert any other components of the Projects] and the said project shall be known as **“SOURAV’S”**.

Provided that where land is earmarked for any development the same shall be used for those purposes only and no commercial/residential development shall be permitted unless it is a part of the plan approved by the competent authority;

- G.** 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;
- H.** The \_\_\_\_\_ [ Please insert the 'name of the concerned competent authority'] has granted the commencement certificate to develop the project vide approval dated \_\_\_\_\_ bearing registration no. \_\_\_\_\_;
- I.** The Promoter has registered the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at \_\_\_\_\_ on \_\_\_\_\_ under registration no. \_\_\_\_\_.
- J.** The Allottee/Purchaser 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 [tower/block/building] no. \_\_\_\_\_ ("Building") along with garage/covered parking no. \_\_\_\_\_ admeasuring \_\_\_\_\_ square feet in the \_\_\_\_\_ [ Please insert the location of the garage/covered parking], as permissible under the applicable law and of pro rata share in the common areas ("Common Areas") as defined 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);

[OR]

The Allottee had applied for a plot in the Project vide application no. \_\_\_\_\_ dated \_\_\_\_\_ and has been allotted plot no. \_\_\_\_\_ having area \_\_\_\_\_ of square feet and plot for garage/covered parking admeasuring square feet (if applicable) in the \_\_\_\_\_ [Please insert the location of the garage covered parking], as permissible under the applicable law and of pro rata share in the common areas (“Common Areas”) as defined under clause (m) of Section 2 of the Act (hereinafter referred to as the “Plot” more particularly described in Schedule A);

- K.** The Parties have game through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- L.** [Please enter any additional disclosures / details];
- M.** The Parties hereby confirm that they are signing this Agreement fully satisfied themselves of the Owner’s right title and interest with full knowledge of all the laws, rules, regulations, notifications, etc. applicable to the Project;
- N.** 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.
- O.** 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 - **J.**



- P.** The purchaser shall bear and pay all stamp duty, Registration Charges and incidental expenses for registering the Deed of Conveyance in favour of the purchaser and shall bear and pay the incidental charges for preparing the Agreement for Sale in favour of the Purchaser herein. The registration including Deed of Conveyance will be done through the Developer's Advocate Mr. Prasanta Kumar Pal.
- Q.** The **PURCHASER** shall not carry on or cause to be carried on any obnoxious, injurious, noisy, dangerous, hazardous illegal or immoral activity in the said unit or the common or the common portion of the said building and common parts and/or any other parts in the **SAID PROPERTY**.
- R.** If any new or enhancement tax or levy or betterment tax Development charges or levies are imposed under any status, rules and regulations on the construction cost and/or said land and/or the building, the same shall be paid by the **PURCHASER** to the Developers or Service Company without raising any objection thereto.
- S.** Price once settled will be final and binding upon both the **DEVELOPERS** and the **PURCHASER** and there will be no escalation of prices under any circumstances whatsoever.
- T.** The **PURCHASER** shall use the said unit for the purpose of residence and for no other purpose, save and except written consent of the Association of the Flat owners when formed. The Purchaser shall not decorate the exterior of the building.
- U.** Courts of Howrah only shall have **JURISDICTION** over all matters and disputes therein.
- V.** That in case of death of any of the parties herein the heirs, legal representatives, and assign successors shall be bound by the terms and conditions of this agreement.

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

1. **TERMS :**

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

1.2 The Total Price for the [Apartment/Plot] based on the carpet area is Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only  
 (“Total Price”) (Give break up and description):

Block/Building/Tower Apartment No. _____ Type _____ Floor _____	No. _____	Rate of Apartment per square feet.
Total Price (in rupees)		

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

[AND] [if/as applicable]

Garage/Covered Parking- 1	Price for 1
Garage/Covered parking-2	Price for 2
Total price (in rupees)	

[OR]

Plot No. _____ Type _____ _____	Rate of plot per square feet* _____
Total price of Rupees	

\*Provide break up of the amounts such as cost of plot, proportionate cost of common areas, taxes, maintenance charges as per Para-**K** etc., if/as applicable.  
[AND] [if/as applicable]

Garage/Covered parking-1	Price for 1
Garage/Covered parking -2	Price for 2
Total price (in rupees)	

**EXPLANATION :**

- i) The Total Price above includes the booking amount paid by the allottee to the Promoter towards the [Apartment];
- ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of G.S.T. and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter by whatever name called) up to the date of 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 to the promoter shall be increased/ reduced based on such change / modification;

Provide further that if there is any increase in the axes after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted

to the said project by the Authority, as per the Act, the same shall not be charged from the allottee;

- iii) The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
- iv) The Total Price of [Apartment] includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, 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 specifications to be provided within the [Apartment] and the Project.

- 1.3 The Total Price is escalation-free save and except increases which the allottee hereby agrees to pay due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date

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

- 1.4 The Allottee(S) shall make the payment as per the payment plan set out in Schedule C ("Payment Plan").
- 1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @ \_\_\_ % per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.
- 1.6 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities 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 or building, as the case may be, without the previous written consent of the Allottee 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, or such minor charges or alterations as per the provisions of the Act.
- 1.7 The Promoter shall confirm to the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate\* is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter, if there is 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 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 agrees and acknowledges, the Allottee shall have the right to the [Apartment] as mentioned below:

- i) The Allottee shall have exclusive ownership of the [Apartment];
- ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share interest of Allottee in the Common Area is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them, It is clarified that the promoter shall hand over the common areas to the association of allottees after duly obtaining the completion certificate from the competent authority as provided in the Act;
- iii) That the computation of the price of the [Apartment] includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, 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 specifications to be provided within the [Apartment] and the Project.
- iv) The Allottee has the right to visit project site to assess the extent of development of the project and his apartment, as the case may be.

- 1.9 It is made clear by the Promoter and the Allottee agrees that the [Apartment] 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 nor form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.
- 1.10 The Promoter agrees to pay all outgoings before transferring the physical possession of the apartment to the Allottees, which it has collected from the Allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottees, the Promoter agrees to be liable, even after transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken there for by such authority or person.
- 1.11 The Allottee has paid a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) as booking amount being part payment towards the Total Price of the [Apartment] at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the [Apartment] as prescribed in the Payment Plan [**Schedule C**] as may be demanded by the Promoter

within the time and in the manner specified therein: Provided that if the allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules.

**2. MODE OF PAYMENT :**

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan [through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of \_\_\_\_\_ payable at \_\_\_\_\_.

**3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:**

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



3.2 The Promoter accepts no responsibility in regard to matters specified in Para 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is 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 Promoter immediately and comply with necessary formalities if any under the applicable laws, The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application /allotment of the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

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

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

**5. TIME IS ESSENCE :**

The Promoter shall abide by the time schedule for completing the project as disclosed at the time of registration of the project with the Authority and towards handing over the [Apartment] 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] and accepted the floor plan, payment plan and the specifications, 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 by the bye-laws, FAR and density norms and provisions prescribed by the \_\_\_\_\_ [Please insert the relevant State laws] and shall nor 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 the Agreement.=

**7. POSSESSION OF THE APARTMENT/PLOT :**

**7.1 Schedule for possession of the said [Apartment]** – The Promoter agrees and understands that timely delivery of possession of the [Apartment] to the allottee and the common areas to the association of allottees or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to hand over possession of the [Apartment] along with ready and complete common areas with all specifications, amenities and facilities of the project in place on \_\_\_\_\_ unless there is delay or failure due to was, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project (“Force Majeure”). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the [Apartment].

Provided that such Force Majeure conditions are not of a nature which make It impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment

within 45 days from that date. 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 agrees that he/she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

**7.2 Procedure for taking possession** – The Promoter, upon obtaining the occupancy certificate\* from the competent authority shall offer in writing the possession of the [Apartment], to the Allottee in terms of this Agreement to be taken within two months from the date of issue of occupancy certificate. [Provided that, in the absence of local law, the conveyance deed in favour of the allottee shall be carried out by the Promoter within 3 months from the date of issue of occupancy certificate]. The Promoter agrees and undertakes to identify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee, after taking possession, agrees(s) to pay the maintenance charges as determined by the Promoter/association of allottees, as the case may be after the issuance of the completion certificate for the project. The promoter shall hand over the occupancy certificate of the apartment, 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]** – Upon receiving a written intimation from the Promoter as per Para 7.2, the Allottee shall take possession of the [Apartment] from the Promoter by executing necessary indemnities, undertaking and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the [Apartment] to the allottee. In case the Allottee fails to take possession within the time provided in Para.

7.3.1 Such allottee shall continue to be liable to pay maintenance charges as specified in Para 7.2

**7.4 Possession by the Allottee** – After obtaining the occupancy certificate\* and handing over physical possession of the [Apartment] to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of Allottee 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 shall have the right to cancel/withdraw his allotment in the Project as provided in the Act.

Provided that where the allottee proposes to cancel/withdraw from project without any fault of the promoter, the promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the allottee shall be returned by the promoter to the allottee within 45 days of such cancellation.

**7.6 Compensation** – The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for 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 [Apartment] (i) in accordance with the terms of this Agreement, duly completed by the date specified in Para 7.1; or (ii) due to discontinuance of his business as a

developer on account of suspension or revocation of the registration under the Act, or for any other reason, the Promoter shall be liable, on demand to the allottees, in case the Allottee wishes to withdraw from the Project without prejudice to any other remedy available to return the total amount received by him in respect of the [Apartment], with interest at the rate prescribed in the Rules 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 intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the prescribed in the Rules for every month of delay, till the handing over of the possession of the [Apartment] 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 as follows:

- (i)** The Promoter has absolute, clear and marketable title with respect to the said land; the requisite rights to carry out development upon the said Land and absolute, actual physical and legal possession of the said Land for the Project;
- (ii)** The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii)** There are no encumbrances upon the said Land or the Project; [in case there are any encumbrances on the land provide details of such encumbrances including any rights, title, interest and name of party in or over such land];
- (iv)** There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the [Apartment];
- (v)** All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and [Apartment] 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] and common areas;

- (vi)** The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vii)** The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement /arrangement with any person or party with respect to the said Land including the Project and the said [Apartment] which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii)** The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [Apartment] to the Allottee in the manner contemplated in this Agreement;
- (ix)** At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the [Apartment] to the Allottee and the common areas to the association of allottees or the competent authority, as the case may be;
- (x)** The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;
- (xi)** The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the completion certificate has been issued and possession of apartment, plot or building, as the case

may be, 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 ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon 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) Promoter fails to provide ready to move in possession of the [Apartment] to the Allottee within the time period specified in Para 7.1 or fails to complete the project within the stipulated time disclosed at the time of registration of the project with the Authority. For the purpose of this Para 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all 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 Promoter under the conditions listed above, Allottee is entitled to the following:

- (i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments the Promoter shall

correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest; or

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

Provided that where an allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the (Apartment), which shall be paid by the promoter to the allottee within forty-five days of it becoming due.

9.3 The Allottee shall be considered under a condition of Default, on the occurrence of the following events:

- (i) In case the Allottee fails to make payments for consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest to the promoter on the promoter on the unpaid amount at the rate prescribed in the Rules;
- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond \_\_\_\_\_ consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the [Apartment] in favour of the Allottee and refund the money paid to him by the allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated;



Provided that the promoter shall intimate the allottee about such termination at least thirty days prior to such termination.

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

The Promoter, on receipt of Total Price of the [Apartment] as per Para 1.2 under the Agree from the Allottee, shall execute a conveyance deed and convey the title of the [Apartment/Plot] together with proportionate indivisible share in the Common Areas within 3 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 the absence of local law, the conveyance deed in favour of the allottee shall be carried out by the promoter within 3 months from the date of issue of occupancy certificate]. However, in case the Allottee Fails to despite the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee.

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

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of allottee 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].

**12. DEFECT LIABILITY:**

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty

of the Promoter to rectify such defects without further charge, within 30(thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

**13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:**

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

**14. USAGE:**

Use of Basement and Service Areas : The basement(s) and service areas, if any, as located within the (project name), shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, Pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee 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 use by the association of allottees formed by the Allottees for rendering maintenance services.

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

15.1 Subject to Para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the [Apartment] at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the [Apartment], or the staircases, lifts, common passages, corridors, circulation areas,

atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the [Apartment] and keep the [Apartment], its walls and partitions, sewers, drains, pipe and Appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

- 15.2 The Allottee further undertakes, assures and guarantees that he/she would not put sign-board/ nameplate, neon light, publicity or advertisement material etc. material or advertisement material etc. on the face façade of the Building or anywhere on the exterior of the Project, building therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the [Apartment/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 bearing wall of the [Apartment].
- 15.3 The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of allottees and/or maintenance agency appointed by association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
16. **COMPLAINT 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(s) anywhere in the Project after the building plan, layout plan, Sanction plan and specifications, amenities and facilities has been approved by the competent authority(ies) and disclosed, except for as provided in the Act.

18. **PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:**

After the Promoter executes this Agreement he shall not mortgage or create a charge on the [Apartment/Plot/Building] and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not effect the right and interest of the Allottee who has taken or agreed to take such [Apartment/Plot].

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 \_\_\_\_\_  
[Please insert the name of the Apartment Ownership Act]. The Promoter showing compliance of various laws/regulations as applicable in \_\_\_\_\_

20. **BINDING EFFECT:**

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

when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

21. **ENTIRE AGREEMENT:**

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other Agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/plot/building, as the case may be.

22. **RIGHT TO AMEND:**

This Agreement may only be amended through written consent of the Parties.

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

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the [Apartment/Plot] and the Project shall equally be applicable to and enforceable against and by any subsequent Allottees of the [Apartment/Plot], in case of a transfer, as the said obligations follow 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 set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan [Annexure C] including waiving the payment of interest for delayed

payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and for binding on the Promoter to exercise such discretion in the case of other Allottees.

24.2 Failure on the 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 Act or the Rules and Regulations made thereunder or the applicable law, as the case may be and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

26. **METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:**

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be the proportion which the carpet area of the [Apartment/Plot] bears to the total carpet area of all the [Apartment/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 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 \_\_\_\_\_ 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 \_\_\_\_\_ (specify the address of the Sub-registrar). Hence this Agreement shall deemed to have been executed at \_\_\_\_\_.

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

\_\_\_\_\_ (Name of Allottee)

\_\_\_\_\_ (Allottee Address)

M/s. \_\_\_\_\_ (Promoter name)

\_\_\_\_\_ (Promoter Address)

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

30. **JOINT ALLOTTEES:**

That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address

given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.

31. **SAVINGS:**

Any application letter, allotment letter, agreement, or any other document signed by the allottee in respect of the apartment, plot or building, as the case may be, prior to the execution and registration of this Agreement for Sale for such apartment, plot or building, as the case may be, shall not be construed to limit the rights and interests of the allottee under the Agreement for Sale or under the Act or the rules or the 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 disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled under the Arbitration and Conciliation Act, 1996.



**IN WITNESS WHEREOF** parties herein above named have set their respective hands and signed this Agreement for Sale at \_\_\_\_\_ (City / town name) 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)

i) Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_

ii) Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_

**SIGNED AND DELIVERED THE WITHIN NAMED :**

i) Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_

Promoter :

(i) Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_

At \_\_\_\_\_ on \_\_\_\_\_ in the presence of : \_\_\_\_\_

**WITNESSES:**

(i) Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

(ii) Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

**SCHEDULE-"A" ABOVE REFERRED TO****(Description of the Land(Apartment) and the Garage Covered parking along with Boundaries in all four directions)**

**ALL THAT** piece and parcel of **Rayata Dakhali Swatwiya** a demarcated plot of **Bastu land marked with Plot No. "A"** admeasuring **04 (four) cottahs 13 (thirteen) chittaks 19 (nineteen) Sqft. [as per physical measurement] or 08 decimals Bastu land** according to 0.3333 share out of total 24 decimals Bastu land comprised in R.S. Dag No.789 corresponding to **L.R. Dag No. 858** under **L.R. Khatian No. 4690** deriving from L.R. Khatian Nos. 576 with all sorts of easementary right **AND** a demarcated plot of **Bastu land marked with Plot No. "A1"** admeasuring 02(two) cottahs 01 (one) chittaks 05(five) Sqft. or 3.42 decimals **as per Physical measurement 02(two) cottahs 06 (six) chittak 32 (thirty two) Sqft. or as per ROR (L.R.) 4 Decimals Bastu land** according to 0.1132 share out of total 30 decimals land comprised in R.S. Dag No. 788 corresponding to **L.R. Dag No. 857** under **L.R. Khatian No. 4690** deriving from L.R. Khatian Nos. 95, 167, 2657 &

228 respectively both of Mouza Jhorehat, J.L. No. 30, Police Station Sankrail within area of Jhorehat Gram Panchayet at present Banupur-II Gram Panchayet District Howrah 711 302 with all sorts of easementary right of Partly 6' feet wide common passage on the Eastern side towards South to North connected with the 12'feet wide common passage on the Northern side **AND** a demarcated plot of **Bastu land marked with Plot No. "B"** admeasuring **04(four) cottahs 13 (thirteen) chittaks 19 (nineteen) Sqft. or 08 decimals** Bastu land according to 0.3333 share out of total 24 decimals Bastu land comprised in R.S. Dag No. 789 corresponding to **L.R. Dag No. 858** under **L.R. Khatian No. 3994** deriving from L.R. Khatian Nos. 1539 & 2875 respectively with all sorts of easementary right of 12' feet wide common passage middle portion of the Northern side **AND** a demarcated plot of **Bastu land marked with Plot No. "B-1"** admeasuring 01(one) cottahs 06 (six) chitaks 24 (twenty four) Sqft. or 2.32 decimals **as per Physical measurement 01(one) cottah 03 (three) chittaks 16 (sixteen) Sqft. or as per ROR (L.R) 02 decimals** according to 0.0431 share out of total 55 decimals land comprised in R.S. Dag No. 781 corresponding to **L.R. Dag No. 850** under **L.R. Khatian No. 3994** deriving from L.R. Khatian No. 933 both of Mouza Jhorehat, J.L. No. 30, Police Station Sankrail with in area of Jhorehat Gram Panchayet at present Banupur-II Gram Panchayet District Howrah 711 302 with all sorts of easementary right of 6' feet wide common passage on the Eastern side and 12' feet wide common passage on the North East Corner **AND** a demarcated plot of **Bastu land marked with Plot No. "C"** admeasuring **04(four) cottahs 13 (thirteen) chittaks 19 (nineteen) Sqft. Bastu Land or 08 decimals** according to 0.3334 share out of total 24 decimals Bastu land comprised in R.S.

Dag No. 789 corresponding to **L.R. Dag No. 858** under **L.R. Khatian No. 3913** deriving from L.R. Khatian Nos. 1539 & 2875 respectively of Mouza Jhorehat, J.L. No. 30, Police Station Sankrail within area of Jhorehat Gram Panchayet at present Banupur-II Gram Panchayet District Howrah 711302 with all sorts of easementary right attached thereto **IN TOTAL ONE COMPACT PLOT OF RAYATA DAKHALI SWATWIYA BASTU LAND** containing an area of land admeasuring 17 (seventeen) cottahs 15 (fifteen) chittaks 41 (forty one) Sqft. or 29.74 decimals **as per physical measurement 18 (eighteen) Cottahs 02 (two) chittaks 15 (fifteen) Sqft. or as per ROR (L.R.) 30 decimals TOGETHERWITH** newly constructed (G+IV) five storied residential building knows as **“SOURAV’S”** marked with **Plot Nos. “A”, “A1”; “B”, “B-1” & “C”** comprised in R.S. Dag Nos. 789, 788 & 781, corresponding to **L.R. Dag Nos. 858, 857 & 850** respectively under **L.R. Khatian No. 4690** deriving from L.R. Khatian Nos. 576, 95, 167, 2657 & 228 respectively **AND L.R. Khatian No. 3994** deriving from L.R. Khatian Nos. 1539, 2875 & 933 respectively **AND L.R. Khatian No. 3913** deriving from L.R. Khatian Nos. 1539 & 2875 respectively of Mouza Jhorehat, J.L. No. 30, Police Station Sankrail within area of Jhorehat Gram Panchayet at present Banupur-II Gram Panchayet District Howrah 711302 with all sorts of easementary right of 12’ feet wide common passage towards South to North at the middle portion on the Northern side and partly 6’ feet wide common passage on the Eastern side towards South to North connected with the 12’feet wide common passage on the Northern side and 12’ feet wide common passage towards West to East & South to North on the North East Corner of this said plot of land within the territorial Jurisdiction of District Sub Registrar – I, Howrah and Additional District Sub Registrar

Ranihati, Howrah which is butted and bounded in the manner following :-

**ON THE NORTH:** Partly 12' (twelve) feet wide common passage towards South to North & West to East on the North East Corner; Partly Land of Anupam Das of R.S. Dag No. 781, Partly Land of Nirmal Kanta Ghosh of R.S. Dag No. 780, Partly 12' feet wide common passage towards South to North at the middle portion **and** partly Land of Nirmal Kanta Ghosh of R.S. Dag No. 780.

**ON THE SOUTH:** Partly Land of Arun Ghosh and Barun Ghosh of R.S. Dag No.791 and partly Land & Building of Nishikanta Ghosh & others of R.S. Dag No. 790.

**ON THE EAST :** Partly 12' (twelve) feet wide common passage towards West to East & South to North on the North East Corner; Partly 6' feet wide common passage towards South to North then Land & Building of Sushil Kumar Chattopadhyay of R.S. Dag No. 788, Partly Land & Building of Ranu Mondal of R.S. Dag No. 788 and Partly land of Arun Ghosh & Barun Ghosh of R.S. Dag No. 791.

**ON THE WEST :** Partly land & Building of Manas Bhuniya of R.S. Dag No. 779 and Partly Buri Khal (Cannel) of R.S. Dag No. 801.

### **SCHEDULE - "B" ABOVE REFERRED TO**

**(The said Flat to be sold with floor Plan of the Apartment )**

**ALL THAT** piece or parcel of one self contained residential and habitable flat **being No.** \_\_\_\_\_, on the \_\_\_\_\_ **floor,** \_\_\_\_\_ **Corner** measuring about \_\_\_\_\_ **sq.ft.** including super built-up area in between **Built up area** \_\_\_\_\_ **Sqft.** and **Carpet area** \_\_\_\_\_ **Sqft.** consisting of \_\_\_\_\_ Bed rooms, \_\_\_\_\_ Dining cum Living space, \_\_\_\_\_ Kitchen, \_\_\_\_\_ toilets and \_\_\_\_\_ verandah including all other common facilities, amenities and areas as containing in the

said (G+IV) five multistoried building known as **“SOURAV’S” TOGETHER WITH** undivided impartiable proportionate share or interest of the said land comprised in R.S. Dag Nos. 789, 788 & 781, corresponding to **L.R. Dag Nos. 858, 857 & 850** respectively under **L.R. Khatian No. 4690** deriving from L.R. Khatian Nos. 576, 95, 167, 2657 & 228 respectively **AND L.R. Khatian No. 3994** deriving from L.R. Khatian Nos. 1539, 2875 & 933 respectively **AND L.R. Khatian No. 3913** deriving from L.R. Khatian Nos. 1539 & 2875 respectively of Mouza Jhorehat, J.L No. 30, Police Station Sankrail within area of Jhorehat Gram Panchayet at present Banupur-II Gram Panchayet District Howrah 711302 alongwith all sorts of easementary right of 12’ feet wide common passage towards South to North at the middle portion on the Northern side and partly 6’ feet wide common passage on the Eastern side towards South to North connected with the 12’feet wide common passage on the Northern side and 12’ feet wide common passage towards West to East & South to North on the North East Corner of this said plot of land. The particular of such entirety of premises morefully and particularly described in the **FIRST SCHEDULE** hereinbefore written, **AND TOGETHER WITH** all common facilities right over the passage, main entrance, Lift, Stair Case, landing space etc. morefully and particularly described in the **FOURTH SCHEDULE** hereunder written **TOGETHER WITH** the expenses of maintaining and repairing of the common portion more fully and particularly described in the **FIFTH SCHEDULE** hereunder written **TOGETHER WITH** the Specification of Constructed to the **PURCHASER** mentioned in the **SIXTH SCHEDULE** hereunder written, which is butted and bounded as follows:-

<b>ON THE NORTH</b>	:
<b>ON THE SOUTH</b>	:
<b>ON THE EAST</b>	:
<b>ON THE WEST</b>	:

**SCHEDULE-“C” ABOVE REFERRED TO**  
**(PAYMENT PLAN)**

The Agreed cost of construction of the said Unit and proportionate share of common parts and portions in respect of the said building **TOGETHER WITH** undivided proportionate, indivisible, variable, impartible share or interest in the said building of the **SAID PROPERTY** shall payable by the Purchaser at a total consideration of **Rs.** \_\_\_\_\_ **/- (Rupees** \_\_\_\_\_) only plus GST and Service Tax as per norms.

**THE SAID AMOUNT OF UNIT COST SHALL BE PAYABLE BY THE PURCHASER TO THE DEVELOPER IN THE MANNER AS FOLLOWS :-**

**(MODE OF PAYMENT)**

SL. No.	Particulars of work Complete Against which installments to be paid	Quantum of Installments payable out of total Contractual price.
1.	At the time of Booking.	Rs.
2.	At the time of Agreement. (within 30 days).	
3.	After R.C.C. Works.	
4.	After Bricks work.	
5.	After Plastering & flooring works.	
6.	Balance at the time of Possession/ Registration	
<b>TOTAL CONSIDERATION AMOUNT of Rs.</b>		

**SCHEDULE –“D” ABOVE REFERRED TO**

**(Description of the Common Facilities, Benefits & Amenities of the Apartment)**

- Main Entrance & Exit and Other Gates, if any of the said Apartment.
- Stair case Landing on all floors including the roof of the buildings.
- Boundary Walls.

- Open Spaces by & between surrounding the buildings and boundary Walls of the said premises.
- Lift
- Exterior lighting and other facilities necessary to the upkeep and safety of the said buildings.
- Well maintained sitting facility (Adda Zone).
- Car parking (Open & Covered).
- CCTV Camera.
- Community Hall
- Four side Open.
- Pavour Block Road.
- A Beautiful Garden.
- Kid's Playing area.

**THE FOURTH SCHEDULE ABOVE REFERRED TO**

***(Description of the Common Facilities, Benefits & Amenities provided)***

- *Main Entrance & Exit and Other Gates, if any of the said Apartment.*
- *Stair case Landing on all floors including the roof of the buildings.*
- *Boundary Walls.*
- *Open Spaces by & between surrounding the buildings and boundary Walls of the said premises.*
- *Lift*
- *Exterior lighting and other facilities necessary to the upkeep and safety of the said buildings.*



- *Well maintained sitting facility (Adda Zone).*
- *Car parking (Open & Covered).*
- *CCTV Camera.*
- *Community Hall*
- *Four side Open.*
- *Pavour Block Road.*
- *A Beautiful Garden.*
- *Kid's Playing area.*

**THE FIFTH SCHEDULE ABOVE REFERRED TO**

**(Common Expenses)**

1. *All costs of maintenance, operating, replacing, repairing, white washing, maintaining, decorating, redecorating, reconstructing and/or lighting the common portions in the Building including their outer walls;*
2. *The salaries of all persons employed for the common purposes including durwans, security personnel, sweepers, plumbers, electricians etc.*
3. *All charges and deposits for supplies of common utilities to the co-owners in common.*
4. *Panchayet Tax, water tax and other levies in respect of the premises and the building save those separately assessed on the PURCHASER ;*
5. *Cost of formation and operation of the Association ;*
6. *Cost of operation ;*
  - a) *Water pumps and its installation.*

- b) *Deep tube-well*
- c) *Other common installations.*
7. *Electricity charges for the electrical energy consumed at the common portions and/or for the operation of the common services ;*
8. *All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the common portions ;*

*All other expenses, taxes, rates and other levies etc. as are deemed by the contractor to be necessary or incidental or liable to be paid by the co-owners in common excluding such amount as be fixed for creating a fund for replacement, renovation, painting and for periodic repairing of the common portion.*

#### **THE SIXTH SCHEDULE ABOVE REFERRED TO**

##### **SPECIFICATIONS OF CONSTRUCTED**

- |    |                 |   |   |
|----|-----------------|---|---|
| 1. | <b>BUILDING</b> | : | R.C.C framed structure.   |
| 2. | <b>WALLS</b>    | : | Brick Masonary :<br>Outer wall – 8” & Partition/inner wall – 5” & 3”<br>with cement plaster.  |
| 3. | <b>FLOOR</b>    | : | Floor Tiles in the Bedroom, Dining Cum Living Space &<br>Veranda.   |
| 4. | <b>DOORS</b>    | : | Main Door “Tata Pravesh”<br>Other Doors – Painted Flush Door with wooden<br>frame and fiber Door Frame & Fiber Door at Toilet.                              |
| 5. | <b>WINDOWS</b>  | : | All windows will be Aluminum frame with sliding<br>glass along Front Grill.   |
| 6. | <b>KITCHEN</b>  | : | Antiskid flooring, cooking platform with Green<br>finish marble ceramic tiles wall cladding upto 4’<br>feet over the cooking platform & one stainless sink. |

7. **BATHROOM** : Antiskid floor tiles with wall Dado of Ceramic tiles upto Door height CP Fittings and white sanitary wares of reputed make. Geysers in one Toilet.
8. **WASH BASIN** : One wash basin point will be provided in each flat.
9. **ELECTRIC WIRING** : Concealed with Insulated of copper wiring with Modular Switches and MCB. AC Point in Master Bedroom.
- Bed room** : 4 Light Points, 2 Fan Points, 1 AC Point and 4 Plug Points(5 amp and 15 amp).
- Dining** : 3 Light Points, 1 Fan points, 1 Fridge Point and 3 Plug Points ( two 5 amp & one 15 amp).
- Drawing** : 2 Light Points, 1 Fan points, and 2 Plug Points ( one 5 amp & one 15 amp).
- Verandah** : 1 Light Point, 1 Plug Point.
- Kitchen** : 2 Light Point, Chimney Point and 3 Plug Point (15 amp),.
- Bath & Toilet** : 1 Light Point, 1 Exhaust Fan Point, Geysers point and 1 Plug Point (15 amp).
- Calling Bell** : one calling point on the main Door entrance of flat.
10. **ELECTRIC METER** : Every flat will have Separate Electric Meter, the flat owners will bear the actual costs.
11. **WATER SUPPLY** : Shall have to provide the system of 24 hours water supply from Deep tube-well through overhead tank to the flat/flats in the Building.
12. **INTERNAL FINISH** : POP Finish.
13. **EXTERNAL PAINTING** : Weather Coat.

14. **LIFT** : Semi Automatic Lift Reputed make.
15. **TRANSFORMER** : Extra pay by the all flat owners including land owners
16. **EXTRA WORK** : For any extra work, other than the above standard specification, shall be charged extra and such amount shall be deposited before the Execution.
17. **GENERAL** : All the internal approach roads shall be cementing concrete with I.P.S. Brick boundary wall light of 5' with plaster. Building shall be provided with water pump, each flat have separate meter arranged by the Developer.

[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.

By order of the Governor,

ONKAR SINGH MEENA  
Secretary to the Government of West Bengal  
Housing Department