

**ANNEXURE-A**

**[See Rule 9]**

**AGREEMENT FOR SALE**

This Agreement for Sale (**Agreement**) executed on this ..... (Date) day of ..... (Month), 2019 ;

**BETWEEN**

**MAA SHIBANI CONSTRUCTIONS**, a sole Proprietorship Firm, having its registered office at Narendrapur Station Road, P.O.- R.K. Pally, P.S.- Sonarpur, Kolkata-700150, District South 24 Parganas represented by its sole proprietor **SRI AJOY MONDAL (PAN- AHMPM8987D, Aadhaar No. 6515 8823 5043)**, son of Late Rabin Mondal, by faith- Hindu, by occupation- Business, residing at Narendrapur Station Road, P.O.- R.K. Pally, P.S.- Sonarpur, Kolkata-700150, District South 24 Parganas, hereinafter referred to as the "**PROMOTER**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include, its successor(s)-in-interest, and permitted assigns).

AND

**SWARUP NASKAR (PAN- AKRPN0821B), Aadhaar No. 7600 8983 5466)**, son of Rathikanta Naskar, by faith- Hindu, by nationality- Indian, by occupation- Business, residing at Kadarat, Narendrapur Station Road, P.O.- Sonarpur, P.S.- Narendrapur, Kolkata-700150, District- South 24 Parganas, hereinafter called the "**ALLOTTEE**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest & permitted assignees).

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

## **INTERPRETATIONS/ DEFINITIONS:**

For the purpose of this agreement for sale, unless the context otherwise requires,-

- a) **“Act”** Means the West Bengal Housing Industry Regulation Act 2017, (West Ben. Act XLI of 2017).
- b) **“Rules”** Means the West Bengal Housing Industry Regulation Rules 2018 made under the West Bengal Housing Industry Regulation Act 2017.
- c) **“Regulation”** means the Regulations made under **the** West Bengal Housing Industry Regulation Act 2017.
- d) **“Section” means** a section of the Act.

## **WHEREAS:-**

**(1) SRI MANAS MONDAL (PAN – ALPPM9260N, Aadhaar No. 9507 1042 3113) (2) SRI MOLAY MONDAL (PAN – BBBPM4923M, Aadhaar No. ....), both sons of Lalit Mohan Mondal Gayen alias Gayen, (3) SMT. MALINA NASKAR (PAN – AODPN8239B, Aadhaar No. 7755 9994 5269), wife of Sri Lalit Naskar, (4) SMT. SANTANA SANFUI (PAN – JJPS2556H, Aadhaar No. 4523 1031 2574), wife of Sri Basudeb Sanfui, all by religion- Hindu, by nationality- Indian, by occupation- No.1 Business, No.2 Service and No.3 and 4 Housewife, all are residing at Kadarat, P.O.- R.K. Pally, P.S.- Sonarpur, Kolkata-700150, District – South 24 Parganas (Owners) are absolute and lawful owner of **ALL THAT** piece and parcel of Danga land measuring 5 katta 4 chattacks 0 sq.feet more or less regarding R.S. Dag No. 2540, L.R. Dag No.2555, under**

R.S.Khatian No.212, L.R. Khatian No.7039, 6792, 7793 of Mouza-Kamrabad, J.L.No.41, within P.S. Sonarpur, Under Rajpur Sonarpur Municipality, Ward No.7, Dist. South 24 Parganas together with all sorts of easement rights whatsoever attached thereto ("Said Land") Land Owners are the absolute owners of land by virtue of Solemana and Gift Deed and have right to enjoy and possession of the ground floor of said residential house during her life time.

The owners and the promoter have entered into a joint development agreement dated 10<sup>th</sup> June, 2015.

A. The said land is earmarked for the purpose of building of residential cum commercial a project, comprising G+IV multistoried apartment buildings and the said project shall be known as '.....'.

B. 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.

C. The Rajpur – Sonarpur Municipality has granted the commencement certificate to develop the Project vide its approval dated .....bearing registration no. ....;

D. The promoter has obtained the final layout plan, sanctioned plan, specification and approvals for the project and also for the apartment, plot or building, as the case may be from Rajpur – Sonarpur Municipality . The promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable.

E. The Promoter has been registered the project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at \_\_\_\_\_ on \_\_\_\_\_ under registration no. \_\_\_\_\_ .

F. The Allottee had applied for an apartment in the Project vide application no. .... Dated ..... and has been allotted **Flat No. A**, measuring **850 sq.ft. super built up area**, more or less, on the **First floor** in “.....’, as permissible under the applicable law and of pro rata share in the common areas (“Common Area”) 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);

G. The Parties have gone through all the terms & conditions set out in this Agreement and understood the mutual rights and obligations detailed herein as follows:-

1) The Purchasers confirm to have inspected and examined the title in respect of the land and have fully satisfied with the title of the land owner from all encumbrances and agrees and covenants not to raise any objection thereto in future.

2) The Purchasers have also inspected and satisfied the various agreement hereinbefore referred to and the building plan duly sanctioned by the Municipal authority in respect of the building now being constructed on the said property and also satisfied and convinced with the right of the Developer to enter into Agreement for construction of the sale of Flat together with proportionate share in land and agrees not to raise any objection thereto in future.

3) The Developer hereby agreed to sale and transfer or cause to be sold and transferred in favour of the Purchasers and Purchasers hereby

agree to purchase that entire unit together with undivided share and interest in the said property. The Developer hereby agrees and undertakes to execute or cause to be executed the Deed of Conveyance in favour of the Purchasers of the said flat measuring including super built up area of measuring **850 sq.ft. super built up area**, more or less, on the **First floor** corresponding to covered area of land undivided proportionate share in land attributable thereto as described and defined in the Second Schedule hereunder written.

4) The Purchasers shall not have any right, title or demand whatsoever or howsoever and in respect of the other parts or portion of the said building of the said property save and except right in respect of the common passage, and areas common parts, common amenities and staircase, lobbies landing spaces of the land in common with other Purchasers of different flats as defied and described in the Third Schedule hereunder written.

5) The Developer shall have the exclusive right of ownership possession use, enjoyment and to sale and to deal with the flat of the said building.

6) The Purchasers shall not keep transfer mortgage assign or in any way alienated or encumber the benefits of the Agreement without prior consent in writing of the developer.

7) In consideration of the developer having agreed to construct and build the said flat, Car Parking Space, common areas and facilities, the Purchaser shall pay to the Developer total sum of **Rs.24,50,000/- (Rupees Twenty Four Lacs Fifty Thousand) only** by the following installments:-

i.	At the time of Agreement.	10%	Th
ii.	At the time of Roof Casting	30%	e
iii.	At the time of Brick Work	30%	De
iv.	At the time of plaster	20%	vel
			op
			er
			sh
v.	On or before Registration of Deed of Conveyance	10%	all
			not
			hel

d responsible for non sanction of loan or delay of sanction and/or payment of loan to the Purchaser and no extra allowance of time shall be granted to the loan applicant but the Clause 9 to 14 hereunder shall apply equally and the Purchaser hereby consents to the same.

8) Time for payment of the said amount shall be essence of the contract and the Purchaser hereby agrees not to withheld payment for any reason whatsoever or howsoever. The Purchaser shall make all payment directly to the Developer against acknowledgement receipt.

9) All the amount which shall be done due to any and payable to the Developer by the Purchasers hereunder shall remain charge on the Purchaser entire right title and interest in the said flat.

10) If the Purchasers fail to make payment of any three installment on the stipulated dates, the Purchasers shall pay interest at the rate of 24% per annual or 2% per month of part payment thereof on all sums of money becoming due which the Purchasers would be defaulted to pay to the Developer within 7 days of the notice served upon the Purchaser by the Developer requirement such payment for the period during which the Purchaser shall remain in default. This will be without prejudice to the other right of the Developer hereunder. The Developer shall have the discretion to waive and/or reduce the interest payable as aforesaid.

11) If such default shall continue for a further period of 15 days then in that event the Developer shall be at liberty to terminate and rescind this Agreement and cancel the booking of the flat allotted to him and refund the money paid by the Purchasers after deduction of 20% of paid up money by way of liquidated damages and the said flat shall belong to or vest with the Developer as the absolute property of the Developer and the Developer shall be at liberty to sale the flat to any person and the Purchaser not to raise any objection or claim whatsoever and the Developer shall serve on the Purchasers notifying therein the date on which booking and allotment of the flat has been cancelled and asking them to take back the refund within 90 days as be mentioned therein and no further communication shall be made with the Purchaser thereafter. This notice shall be conclusive, final and binding on the Purchasers and the Purchasers shall not have any right to dispute or give any objection or making any claim in future on this issue and give his express consent to it.

12)a) If the Developer fails to complete the construction work in the stipulated period of time mentioned in the agreement or delay in construction work without any reasons the Developer shall bound to pay the interest at the rate of 24% per annum against the delayed period from the total amount paid by the Purchaser or refund the amount interest thereon to the Purchasers within 90 days from the first demand to be made by the purchase.

b) If the Purchasers at any time want to withdraw or cancel the Booking the money so deposited or paid by him will be refunded without interest but after deduction of 20% of paid up money as and by way of liquidated damages and the refund shall be made after 90 days after the date of finalization of account or repayment with the Purchasers with due notice.

13) Nothing contained herein shall be construct at present demise and transfer by the Developer in favour of the Purchasers nor this Agreement shall be construct to be a transaction in the nature of part performance the meaning of Sec. 53A of Transfer of property Act and such demise or

transfer shall take effect only on full and final of total consideration agreed to be paid by the Purchasers to the Developer as specified in Second Schedule.

14) The Developer shall construct the said building with standard materials.

15) That the purchasers share in the land shall always be undivided and they will not give any specific exclusive right in the land of the common area and facilities as per West Bengal Apartment Ownership Act and the undivided share and interest of the demised land hereby agreed to be said will be held by the Purchasers with heritable and transferable rights along with Flat and car parking space and being constructed for them subject however to the terms and conditions to be incorporated in the Deed of Declaration as per aforesaid Act.

16) That the said flat & properties proportionate land said herein more fully contained the purchasers shall have no right title or interest in any other flat and open land of the said building excepting the using right of the roof along with their co-purchasers.

17) That after delivery of the proposed flat to the Purchaser, by the Developer, the Purchasers shall bear the common expenses such as taxes, building maintenance of the building etc., Proportionately with other Co-owners of the building @ Rs. 1.5/- per Sq.ft., to the Developer till the formation of the Ownership Association. The developer will collect maintenance for the first year & execute the maintenance for that period.

18) From the date of possession the Purchasers have to pay electric charges consumed by them on the basis of per unit commercial rate of Govt. till the transformers and personal meter arrives. The vendor can just apply for the transformer and any delay in getting it is not in his hands. The individual units will be applied by builder's electrician but the security deposit has to be borne by the purchasers.



- 19) At the time of possession every fittings and flat is to be thoroughly checked by the consumer since after possession if any fittings is broken or any plumbing damage is found the Developer will not attend such complaints else any civil or major fault is visible.
- 20) If any Purchasers damage the outside plaster or colour during their own work then they should take initiative to repair the same.
- 21) The Demand letter at different stage will be send to the purchasers through email which will also be considered as official demand letter.
- 22) That the Purchasers shall have to pay the maintenance of the building and also the maintenance of the lift monthly. In no circumstances the Purchase: shall not change by addition for alteration of the construction of the building from the date of possession thereof.
- 23) After completion of the construction of the said flat for habitable and tenantable conditions the Developer shall give notice to the Purchasers for taking over possession of the said flat upon payment of all dues payable by the Purchasers to the Developer and simultaneously shall get their flat registered by a Registered Deed of Conveyance through Mr. T. Chowdhury, Advocate, Please take notice that the possession shall have to be received within 7<sup>th</sup> day from the date of receipt of the Developer otherwise the Developer shall treat that the possession of the flat has been delivered to the Purchasers in the event of non- acceptance of notice of possession or non- receipt of the possession after expiry of the stipulated period provided full payment to get their flat registered by the Deed of Conveyance then the Purchasers shall have to pay tax and impositions under West Bengal Tax Act, 1996.
- 24) The Purchasers shall pay the legal charges and other expenses to Advocate for the purpose of transfer of preparing the deed to effect and the said flat with undivided share of the said property in favour of the Purchaser.

25) So long as such flat in the said building shall not be separately assessed for the purpose of municipal Taxes maintenance charges water and electricity charges and the Purchasers shall pay proportionate share of said tax maintenance charges and municipal Taxes and taxes, assessed and payable on the whole building including the charges for electricity and water. Such proportionate share shall be determined by the Developer on the basis of the area of such flat in the said Building.

26) In the event of any default on the part of any Purchasers in making payment of the said maintenance charges and/or other outgoings and taxes than in addition to such rights the developer may have against the Purchasers the Developer shall be entitled to claim interest at the rate of 18% per annum on all outgoings.

27) Purchasers shall not store in the said residential flat any hazardous or burning substances and articles which are too heavy to affect the construction work of this structure of the said Building.

28) Purchasers shall not decorate the exterior or said Building otherwise than in a manner agreed by the Developer or in a manner as may be in which it was previously decorated.

29) Purchasers shall use the said residential flat only for the purpose of residential and for no other purpose whatsoever without consent in writing of the Developer being expressly understood and agreed that the Purchaser shall not use the said flat as a Boarding House Guest Room, Nursing Home, Dispensary or for any commercial or industrial purposes or for the purpose of whatsoever other than for residence.

30) Purchaser shall have to pay proportionate share in respect of electric meter used as common to the Developer to supply of electricity to his flat and for electricity used in common areas and the Purchasers shall arrange to get his individual electric meter in his own flat. The owner shall pay security deposit to the authority for installation of electric meter for new connection or may provide in his own discretion for electric connection.

31) Purchasers shall observe and perform all rules and regulations or restrictions from time to time in force for the proper use and management of the said building.

32) The owner shall have full right claim over the roof mentioning in Third schedule or terrace of the said Building but shall not have any right or obstruct any further development or addition construction which may be done by the Developer in the said Building or any part of the said land.

33) Cost and expenses for preparation engrossing stamping and registration of all the documents required for the purpose of formation of the Building Organization including all stamp duty shall be paid by the Purchasers proportionately.

34) The Developer and the Purchasers have entered into this Agreement purely on principle to principle basis and nothing stated herein shall deemed to have constituted any partnership between the purchase and the Developer. Each party shall keep the other duly indemnified from and against the same.

35) This Agreement containing the entire Agreement of the parties and no oral representation or statement shall be considered valid and binding either of the parties.

36) All disputes and differences arising out of this Agreement or in relation to the determination of any liabilities of the parties hereto or the construction and interpretation any of the terms or meaning thereof shall be referred to arbitration of learned Advocate under the provisions of Arbitration & Conciliation Act, 1996 and any statutory modification or enactment thereto from time to time in force and award given by the Arbitrator shall be binding final, conclusive of the parties hereto.

[Please enter any additional disclosures/details];

H. The Parties hereby confirm that they are signing this Agreement with full knowledge of the all laws, rules, regulations, notifications etc. applicable to the Project.

I. 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 as specified in Para G.

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

**1. TERMS :**

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

1.2 The Total Price for the flat based on the carpet area 742 Sq. Ft. is **Rs.24,50,000/- (Rupees Twenty Four Lacs Fifty Thousand) only ("Total Price")** (Give break-up and description):-

Flat No.A in .....	
Type Residential	
Floor 1 <sup>st</sup>	Rate of Apartment per Rs.....square feet
Total Price (in Rupees)	<b>Rs.24,50,000/-</b>

**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 includes Taxes (consisting of tax paid or payable by the Promoter by way of G.S.T. and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) upto the date of the handing over the possession of the Apartment/Plot to the allottee and the Project to the association of allottees or the competent authority, as the case may be, after obtaining the completion certificate.

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

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

(iii) The Promoter shall periodically intimate to the Allottee(s), the amount payable as stated in (i) above and the Allottee(s) shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee(s) the details of the taxes paid or demanded along with the Acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;

(iv) The Total Price of flat includes recovery of price of land, construction of, not only the Apartment but also, the common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the

common areas, maintenance charges as per Para. II etc. and includes cost for providing all other facilities, amenities and specification to be provided within the 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 Schedule C ("Payment Plan").

1.5 It is agreed that the Promoter shall not make any addition and alteration in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at Schedule 'D' and Schedule 'E' (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the Flat, as the case may be, without the

previous written consent of the Allottee(s) as per the provisions of the Act:

Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee(s), or such minor changes or alterations as per the provisions of the Act.

1.6 Subject to Para 9.3 the Promoter agreed 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 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 putty, tiles, doors, windows, 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 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 Apartment 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, 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 Apartment 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. ..../- 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 at [Schedule C] 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 at the rate prescribed in the Rules.

**2. MODE OF PAYMENT:**

Subject to the terms of the agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the payment plan [through account payee cheque / demand draft/ banker's cheque or online payment (as applicable) in favor of SKYLINE BSDS CONSTRUCT PRIVATE LIMITED payable at KOLKATA.

**3. ADJUSTEMENT/ APPROPRIATION OF PAYMENTS:**

The Allottee authorized the Promoter to adjust/ appropriate all payments made by them under any head(s) of dues against lawful outstanding of the Allottee against the Flat, if any, in their name and the Allottee undertake not to object/ demand/ direct the Promoter to adjust his payments in any manner.

**4. 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.

**5. CONSTRUCTION OF THE PROJECT/APARTMENT:**

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Flat and accepted the floor plan, payment plan and the specification, amenities and facilities annexed along with this Agreement which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities, Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent authorities and shall also strictly abide by the bye-laws, FAR, and density norms and provisions prescribed by the Rajpur – Sonarpur Municipality and shall not have an option to make any variation/ alteration/ modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of this Agreement.

**6. POSSESSION OF THE FLAT:**

**6.1 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----- 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.

**6.2 Procedure for taking possession-** The Promoter, upon obtaining the occupancy 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 occupancy certificate of the Apartment/ Plot, as the case may be, to the Allottee at the time of conveyance of the same.

**6.3 Failure of Allottee to take possession of [Flat]-** Upon receiving a written intimation from the Promoter as per Para 6.2 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 6.2 above, such Allottee shall continue to be liable to pay maintenance charges as specified under Para 6.2 above.

**6.4 Possession by the Allottee-** After obtaining the occupancy 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:

**6.5 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 6.1 above; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the provisions of the Act; or for any other reason; the Promoter shall be liable, on demand to the Allottee, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the 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.

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

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

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) There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the Flat;

(v) 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;

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

- (vii) The Promoter has not entered into any agreement for sale with any person or party with respect to the said Flat, in this Project and the said Flat which will, in any manner, affect the rights of Allottee(s) under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said to the Allottee(s) in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Flat to the Allottee(s) and the common areas to the association of allottees or the competent authority, as the case may be;
- (x) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent authorities till the completion certificate has been issued and possession of the 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.

#### **8. CONVEYANCE OF THE SAID FLAT :**

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 certificate and the completion certificate, as the case may be, to the Allottee:

However, in case the Allottee(s) fails to deposit the stamp duty, registration charges within the period mentioned in the demand notice, letter, the Allottee(s) authorizes the Promoter to withhold registration of

the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee(s).

**9. MAINTENANCE OF THE SAID FLAT :**

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.

**10. 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.

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

The Promoter/ maintenance agency/Association of allottees shall have rights of unrestricted access of all common areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Allottee(s) agrees to permit the Association of allottees and/or maintenance agency to enter into the 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. COMPLIANCE WITH RESPECT TO THE APARTMENT/ PLOT :**

14.1 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, 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.

14.2 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.

14.3 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.

15. **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.

**16. ADDITIONAL CONSTRUCTIONS:**

The Promoter undertakes that it has no right to make additions or to put up additional structure anywhere in the Project after the building plan, layout plans sanction plan and specifications, amenities and facilities has been approved by the competent authorities and disclosed, except for as provided in the Act.

**17. 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.

**18. 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*.

**19. BINDING EFFECT :**

Forwarding this Agreement to the Allottee(s) by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee(s) until, firstly, the Allottee(s) signs and delivers this Agreement with all the Schedules along with the payments due as stipulated in this payment plan within thirty days from the date of receipt by the Allottee(s) and secondly, appears for registration of the same before the concerned Sub-Registrar DSRIV, Alipore, South 24 Parganas (address of 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.

20. **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, as the case may be.

21. **RIGHT TO AMEND :**

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

22. **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.

23. **SEVERABILITY:**

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under 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.

**24. 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 in the Project.

**25. 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.

**26. 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 ----- 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 DSR IV, Alipore, South 24 Parganas

(specify the address of the Sub-Registrar). Hence this Agreement shall be deemed to have been executed at -----.

**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:-

<b>Promoter name : MAA SHIBANI CONSTRUCTIONS</b>	Allottee(s) name <b>SWARUP NASKAR</b>
<b>Address :</b> Narendrapur Station Road, P.O.- R.K. Pally, P.S.- Sonarpur, Kolkata-700150, District South 24 Parganas	Address : Kadarat, Narendrapur Station Road, P.O.- Sonarpur, P.S.- Narendrapur, Kolkata-700150, District- South 24 Parganas,

It shall be the duty of the Allottee and promoter

r to inform each other of any changes subsequent to the execution of this Agreement in the above address by registered post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Allottee, as the case may be.

**30. JOINT ALLOTTEE:**

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

**31. SAVINGS:**

Any application letter, allotment letter, agreement, or any other document signed by the allottee, in respect of the apartment, plot or building, as the case may be, prior to the execution and registration of this agreement for sale for such apartment, plot or building, as the case may be, shall not be construed to limit the rights and interests of the allottee under the agreement for sale or under the Act the rules or the regulations made 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.

**IN WITNESS WHEREOF** parties hereinabove 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)

(1) Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

(2) Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

*Please affix  
photographs  
and sign  
across the  
photograph*

*Please affix  
photographs  
and sign  
across the  
photograph*

**SIGNED AND DELIVERED BY THE WITHIN NAMED:**

Promoter:

(1) Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

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

WITNESSES:

1. Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

2. Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

*Please affix  
photographs  
and sign  
across the  
photograph*

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

**SCHEDULE-‘B’ - FLOOR PLAN OF THE APARTMENT**

**SCHEDULE- ‘C’ - PAYMENT PLAN**

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

**SCHEDULE- ‘E’ - SEPECIFICATIONS, AMENITIES, FACILITIES  
(WHICH ARE PART OF THE PROJECT)**

(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.

#### **SPECIFICATION**

1. STRUCTURE: Reinforced Cement Concrete (1:2:4).
2. WALL: All external brick works are 200mm thick and partition walls are 75/125mm thick. HB netting will be provided alternate layer. Wall will be putty.
3. PLASTERING: 12-30 mm thick cement plaster all wall both inside and outside with sand and cement (6:1) ceiling beams and columns (4:1).
4. FLOORING: Vitrified Tiles.



5. WOOD WORK : The frame & Palla of doors will be fitted and fixed of good quality of wood .All window shutters will be still iron with fully glazed glass sheet with necessary hardward fittings.

6. KITCHEN: Each kitchen will be provided with one cooking platform with black stone and 600mm high dado finished with white colour glazed titles over cooking platform. One black stone sink and required tap connection will be provided.

7. TOILETS: Each toilet will be finished with any color glazed titles upto 1500 mm high including 100mm high skirting. One shower, one W.C Commode/ one Indian Pan with lowdown PVC cistern, two tap in any of the toilets.

8. ELECTRICAL : All the electrical lines will be concealed with standard quality copper wires with PVC conduit, each flat will have following electrical points:-

Each bed room- three light points, two plug points, one Fan points.

Living cum dining space-four light points, two fan points, one plug point, one power point, telephone-cum cable TV Point (without wire).

Kitchen- One light point, one power point, one exhaust fan point.

Toilet-one light point, one plug point, one power point in any of the toilets.

Balcony-one light point and one plug point.

9. STEEL & M.S GRILL: The grill work for the windows with integrated type of grills. The balcony and stair balustrades will be of MS Bars.

10. INSIDE FINISH: All inside wall and ceiling will be finished with Putty.

11. OUTSIDE FINISH: Exterior wall surfaces will be with snowcem or equivalent cement based paint.

12. HARDWARE: All the hardware fittings will be of standard quality.

13. WATER SUPPLY & DRAINAGE: One under ground and one overhead water reservoir will be provided for which required capacity of pump motor will be installed at ground floor under the stair case or any suitable place of building compound, for storage of water in the overhead water reservoir. The drainage lines will be connected with the existing sewer line through the master trap. The said compound will be maintained by suiter.

14. STAIR CASE : Stair case room will be provided with arrangement for light and ventilation as per design .

15. ROOF : Roof will be finished with water proofing system and to be bounded by parapet walls/roof titles .

16. EXTRA WORK: Any extra work or fitting provided by the promoter's as per instruction by the land owners, then said said land owners shall bound to pay the extra charges for such type of extra work. The landowners shall bound to pay the Transformer's installation charges as per their FAR Ratio mentioned in this agreement, i.e. Transformer's

installation charges shall divided by 36: 64 ratio between land owners and Promoters.

