

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE (**"AGREEMRNT"**) executed on
this..... day of, 20..... in Christian Era,

BY AND BETWEEN

1. SRI TUSHAR MITRA (PAN -AEKPM9274J) son of Late Anil Kumar Mitra, **2. SMT. KUNTALA BISWAS (MITRA)** (PAN -DAYPB8461B) wife of Sri Pijush Biswas, **3. SMT. MRIDULA BOSE (MITRA)** (PAN -CMTPB0466Q) wife of Sri Tapan Kumar Bose, the Land owners nos 2 & 3 both daughter of Late Anil Kumar Mitra, all by Faith Hindu, by Nationality Indian, by Occupation Business and Housewife, resident of Deshbandhu Pally, Post Office Naihati, (Purnananda Pally), Police Station-Naihati, District-North 24-Parganas, Pin - 743165, West Bengal, hereinafter called the "**LAND OWNERS**" (which expression shall mean and include unless otherwise excluded by or repugnant to the context their heirs, executors, successors, legal representatives, administrators and assigns) **REPRESENTED** by their constituted attorney OF **SHARMA SARKAR CONSTRUCTION PVT. LTD.** (PAN: ABCCS9846G), *The Corporate Identity Number of the company is U45309WB2019PTC234967, a private limited company incorporated under provision of The Companies Act,2013 having its registered Office at 558 R.B.C Road, Post Office Hazinagar, P.S. Naihati, District North 24 Parganas. Pin 743135, duly represented through one of Its Director* **SRI INDRAJIT SHARMA SARKER**, son of Late Jogadhir Sharma Sarkar, by Faith Hindu, by Occupation Business, residing at Post Office Fingapara, Police Station Jagaddal, District North 24 Parganas, PIN -743129, West Bengal, by virtue of a registered **DEVELOPMENT POWER OF ATTORNEY** duly executed and registered on 20.01.2022 and the same was registered at the Office of the Additional District Sub-Registrar at Naihati, and recorded in Book No. I, Volume No.1507, pages 16359 to 16390, Being No. 00590, for the year 2022, and also **by Virtue of a registered Development Agreement** duly executed and registered on 20.01.2022 and the same was registered at the Office of the Additional District Sub-Registrar

(3)

at Naihati, and recorded in Book No. I, Volume No.1507, pages 16246 to 16293, Being No. 0579, for the year 2022, With hereinafter called and referred to as the "**DEVELOPER / PROMOTER**" (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include their heirs, executors, administrators, legal representatives and assigns) of the **ONE PART**.

AND

1.Mr.....(PAN -.....) son of Sri, **2. SMT** (PAN -) wife of, both by Caste Hindu, by Nationality Indian, by both Occupation and House Wife respectively, both resident ofRoad, Post Office & Police Station-, District North 24-Parganas West, Pin -....., West Bengal hereinafter called the "**ALLOTTEE**" (Which expression shall unless excluded by or repugnant to the subject or context be deemed to include their heirs, successors, assigns, representatives and nominees) of the "**SECOND PART**".

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

WHEREAS :-

DEVOLUTION OF TITLE OF LAND

A. That the promoter is the absolute and lawful representative of originally landed property belongs to one Anil Kumar Mitra son of Late Indu Bhushan Mitra who has purchased the property , from Sk Rabbu , with a valuable consideration of Rupees 250/ (Two Hundred Fifty) and the said deed was duly registered before the Sub Registry office at Naihati,vide Book No 1, deed **No 7250/ 1950 dated on 08/11/1950** , in respect of Rs Dag No 37/759 RS Khatian No 301.

(4)

AND WHEREAS That said Anil Kumar Mitra son of Late Indu Bhushan Mitra died on 29th day of June, 1990, and thereafter his wife Ila Mitra, wife of Late Anil Kumar Mitra died on 23rd day of November, 2013 leaving behind Kamal Mitra , (son) Rajat Mitra (son) Hirak Mitra (son) Tushar Mitra (son) & Kuntala Biswas (Mitra) Married daughter , and Mridula Bose (Mitra) married daughter as heirs of lateAnil Kumar Mitra son of Late Indu Bhushan Mitra, who died on 29th day of June, 1990.

AND WHEREAS That other co sharers of Anil Kumar Mitra son of Late Indu Bhushan Mitra, who died on 29th day of June, 1990 , Kamal Mitra , (son) Rajat Mitra (son) Hirak Mitra (son) & Kuntala Biswas (Mitra) Married daughter , and Mridula Bose (Mitra) jointly executed Deed of Gift , in favor of **Tushar Mitra** son of Late Anil Kumar Mitra vide deed No 00076 of 2015 (dated 06/01/2015) registered before the ADSRO at Naihati, vide Book No -1, Volume No 1, Pages 1034 to 1048 , deed no 00076 for the year of 2015 measuring about 4.67 decimal of land of ward No 22 (New) of Holding No 21 , Desh Bandhu Pally, Post office and Police station Naihati, under Naihati Municipality of Mouza Duelpara, JL No 05 ,Dag No RS 37/759 RS Khatian No 301 , LR Dag No 2159

AND WHEREAS That Anil Kumar Mitra son of Late Indu Bhushan Mitra died on 29th day of June, 1990 his heirs , Kamal Mitra , (son) Rajat Mitra (son) Hirak Mitra (son) & Tushar Mitra (son), and Mridula Bose (Mitra) jointly executed **Deed of Gift** , in favor of **Kuntala Biswas (Mitra)** daughter of Late Anil Kumar Mitra vide deed No 00075 of 2015 (dated 06/01/2015) registered before the ADSRO at Naihati, vide Book No -1, Volume No 1, Pages 1019 to 1033 deed no 00075 for the year of 2015 measuring about 4.67

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decimal of land of ward No 22 (New) of Holding No 21 , Desh Bandhu Pally, Post office and Police station Naihati, under Naihati Municipality of Mouza Duelpara, JL No 05 ,Dag No RS 37/759 RS Khatian No 301 , LR Dag No 2159.

AND WHEREAS That Anil Kumar Mitra son of Late Indu Bhushan Mitra died on 29th day of June, 1990 his heirs , Kamal Mitra , (son) Rajat Mitra (son) Hirak Mitra (son) & Tushar Mitra (son), and Kuntala Biswas (Mitra)jointly executed **Deed of Gift** , in favor of **Mridula Bose (Mitra)** daughter of Late Anil Kumar Mitra vide **deed No 00077 of 2015 (dated 06/01/2015)**registered before the ADSRO at Naihati, vide Book No -1, Volume No 1, Pages 1049 to 1063 for the year of 2015 measuring about 4.67 decimal of land of ward No 22 (New) of Holding No 21 , Desh Bandhu Pally, Post office and Police station Naihati, under Naihati Municipality of Mouza Naihati, JL No 05 ,Dag No RS 37/759 RS Khatian No 301 , LR Dag No 2159

AND WHEREAS That after obtaining the said property through deed of Gift and through Inheritance , afterwards the said property duly mutated before the office of the local Naihati Municipality and BL& LRO , Barrackpore-1 , vide **respective Holding no 21, 21/1,21/2, Desh Bandhu Pally, Post office and Police station Naihati, under Naihati Municipality ward No 22 of Mouza Naihati, JL No 05 ,of LR Dag No 2159 LR Khatian No 5868 , 5532, 5652,**

(6)

AND WHEREAS That thereafter , **Kuntala Biswas (Mitra)** daughter of Late Anil Kumar Mitra & **Mridula Bose (Mitra)** daughter of Late Anil Kumar Mitra, Jointly executed a **Deed of Gift** in favor of **Tushar Mitra son of Late Anil Kumar Mitra** of their entire property , vide deed No 150708265 of , Book No1 volume No 1507 pages 175472 to 175492 , on **3rd day of December, 2019 before the ADSRO** at Naihati and the said property duly mutated and amalgamated before the Naihati Municipality of Holding No 21 , **Desh Bandhu Pally, Post office and Police station Naihati, under Naihati Municipality ward No 22 of the entire landed property of 14 decimal of land of 566.729 Sq Meter or 14.00 satak ,or 8 (Eight) Khattah 7 (Seven) Chatttak 23 (Twenty Three) sq ft approx.**

AND WHEREAS That after words by dint of deed of Gift, executed by **Tushar Mitra** son of Late Anil Kumar Mitra, transfer the undivided 2/3 rd share in favor of **Kuntala Biswas (Mitra)** daughter of Late Anil Kumar Mitra & **Mridula Bose (Mitra)** daughter of Late Anil Kumar Mitra, which was duly executed and registered before the ADSRO at Naihati vide Book No1 Volume No 1507 , pages 177132 to 177154 , deed No 150708343 , of 2019 on 6th day of December, 2019

AND WHEREAS That at present **Tushar Mitra** son of Late Anil Kumar Mitra , **Kuntala Biswas (Mitra)** daughter of Late Anil Kumar Mitra & **Mridula Bose (Mitra)** daughter of Late Anil Kumar Mitra, have become the **absolute owners of the property of 14 decimal of land or 566.729 Sq Meter or 14.00 satak ,or 8 (Eight) Khattah 7 (Seven) Chatttak 23 (Twenty Three) sq ft approx , stands and situated at Mouza :- Duelpara ,**

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Block :- Barrackpore one, District :- North 24 parganas, JL No 05 ,Dag No RS 37/759 RS Khatian No 301 , LR Dag No 2159 , of LR Khatian No 5868 , 5532, 5652 of Holding No 21 , Desh Bandhu Pally under ward No 22 , Post office and Police station Naihati, under Naihati Municipality ,referred to as **“SAID LAND”**

B. **AND WHEREAS** That thereafter, the owner of the aforesaid plots , **Tushar Mitra** son of Late Anil Kumar Mitra , **Kuntala Biswas (Mitra)** daughter of Late Anil Kumar Mitra & **Mridula Bose (Mitra)** daughter of Late Anil Kumar Mitra, had entered into an **Development Agreement** , with SHARMA SARKAR CONSTRUCTION Pvt Ltd , having its registered office at 558, R.B.C. Road , Post office Hazinagar, Police station Naihati, District North 24 Paraganas **DEVELOPER**, vide deed No Book No 1, volume No 1507-2022 Pages 16246 to 16293 , deed No 1507 00579 of the Year of 2022 , dated 20th day of January, 2022 registered before the ADSRO at Naihati. For making a G+4 Storied commercial & Residential Building in the aforesaid property as mentioned above and for the aforesaid purpose Naihati Municipality .

AND WHEREAS That the owners , Tushar Mitra son of Late Anil Kumar Mitra , **Kuntala Biswas (Mitra)** daughter of Late Anil Kumar Mitra & **Mridula Bose (Mitra)** daughter of Late Anil Kumar Mitra, Post office and Police Station Naihati , pin code No 743 165, West Bengal had also executed a Registered **Power of Attorney** in favor of SHARMA SARKAR CONSTRUCTION Pvt Ltd , having its registered office at 558, R.B.C. Road , Post office Hazinagar, Police station Naihati, District North 24 Paraganas , and the said document duly registered before the ADSRO at Naihati, vide

Book No 1, volume No 1507-2022 Pages 16359 to 16390 , deed No 1507 00590 of the Year of 2022 , dated 20th day of January, 2022

C. The said land is earmarked for the purpose of building a residential project comprising G+4 multistoried apartment building and the said project shall be known as “ **ANIL VILLA APARMENT**”

D. 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;

E. The **NAIHATI MUNICIPALITY** has granted the commencement certificate to develop the Project vide approval dated bearing sanction site plan no 26326 dated 31st day of July, 2023 & sanction Building Plan No 26,430 dated 30th day of November, 2024, from Naihati Municipality

F. The Promoter has obtained the final layout plan approvals for the Project for **ANIL VILA APERTMENT**. The Promoter agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with section 14 of the Act and other laws as applicable;

G. The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at _____ no. _____; on _____ under registration

H. The Allottee had applied for an apartment in the Project vides application no. _____ dated _____ and has been allotted apartment no. _____ having carpet area of _____ square

(9)

feet, type on _____ floor in [tower/block/building] no. ("Building") along with garage/closed parking no. _____ admeasuring _____ square feet in the _____ [Please insert the location of the garage/closed parking], as permissible under the applicable law and of prorated share in the common areas ("Common Areas") as defined under clause(n) of Section 2 of the Act (here in after referred to as the "Apartment" more particularly described in Schedule A and the floor plan of the apartment is annexed hereto and marked as Schedule B);

I. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;

J. _____

[Please enter any additional disclosures/details]

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

L. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

L. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter here by agrees to sell and the Allottee here by agrees to purchase the [Apartment] and the garage/closed parking (if applicable) as specified in paragraph H;

(10)

NOW THERE FORE, in consideration of the mutual representations, covenants, assurances, promises and agreements contained here in and other good and valuable consideration, the Parties agrees as follows:

1. TERMS:

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 paragraph H;

The Total Price for the [Apartment/Plot] based on the carpet area is Rs. _____
(Rupees _____)

And GST Amount is Rs. _____ (_____) Totaling
to Rs. _____ (Rs. _____)

only ("**Total Price**") (Give break up and description) more particularly describes in schedule "C"

Block/Building/Tower no. _____ _____ Apartment no. _____ Type _____ Floor _____	Rate of Apartment per square feet*

Provide breakup of the amounts such as cost of apartment, proportionate cost of common areas, preferential location charges, taxes etc.

[AND[if/as applicable]

Garage/Closed parking-1	Price for 1
Garage/Closed parking-2	Price for 2

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 Value Added Tax, Service Tax, GST, CGST, if any as per law, and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter) up to the date of handing over the possession of the Apartment.

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;

(iii) The Promoter shall periodically intimate to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment within 30 (thirty) days from the date of such written intimation. 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: 1) proportionate share in the Common Areas and 2)garage(s)/closed parking(s) as provided in the Agreement.

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 under takes 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.

The Allottee(s) shall make the payment as per the payment plan set out in Schedule C("Payment Plan").

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.

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

The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the building is complete and the occupancy certificate* is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days

with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand that from the Allottee as per the next mile stone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this Agreement.

Subject to Clause 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 Areas 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. Further, the right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the promoter shall convey undivided proportionate title in the common are as to the association of Allottees 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 equipment in the common areas etc. and includes cost for providing all other facilities as provided within the Project.

It is made clear by the Promoter and the Allottee agrees that the Apartment along with _____ garage/ closed parking shall be treated as a single

indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.

It is understood by the Allottee that all other areas and i.e. areas and facilities falling outside the Project, namely **ANIL VILLA APRTMENT** Shall not form a part of the declaration to be filed with the Competent Authority in accordance with the West Bengal Apartment Ownership Act, 1972

The Promoter agrees to pay all outgoings before transferring the physical possession of the apartment to the Allottees, which it has collected from the Allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken there for by such authority or person.

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 here by acknowledges and the Allottee here
by agrees to pay the remaining price of the Apartment as prescribed in the
Payment Plan as may be demanded by the Promoter within the time and in
the manner specified therein:

Provided that if the allottee delays in payment towards any amount for which
is payable, he shall be liable to pay interest at the rate specified in the Rules.

Provided that if the allottee delays in payment towards any amount for which
is payable, he shall be liable to pay interest at the rate specified in the Rules.

2. MODE OF PAYMENT

Subject to the terms of the Agreement and the Promoter abiding by the
construction milestones, the Allottee shall make all payments, on demand by
the Promoter, within the stipulated time as mentioned in the Payment Plan
through A/c Payee cheque/demand draft or online payment (as applicable) in
favour of ' **SHARMA SARKAR CONSTRUCTION PVT. LTD.** payable at HDFC
Bank, Naihati Branch as mentioned in **(Schedule-C)**

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES

The Allottee, if resident outside India, shall be solely responsible for complying
with the necessary formalities as laid down in Foreign Exchange Management
Act, 1999, Reserve Bank of India Act and Rules and Regulations made there
under or any statutory amendment(s) modification(s) made thereof and all
other applicable laws including that of remittance of payment

acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guide lines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

The Promoter accepts no responsibility in this regard. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the Signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS

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

Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

5. TIME IS ESSENCE

Time is of essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate* or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in **Schedule C ("Payment Plan")**.

6. CONSTRUCTION OF THE PROJECT /APARTMENT

The Allottee has seen the specifications of the Apartment and accepted the Payment Plan, floor plans, layout plans [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans provisions prescribed by the local Municipal Authority [Please insert the relevant laws in force] 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 the Agreement.

7. POSSESSION OF THE APARTMENT

Schedule for possession of the said [Apartment/Plot]: The Promoter agrees and understands that timely delivery of possession of the Apartment is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over **possession of the Apartment on 30-01-2029**, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter 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. After refund of the money paid by the Allottee. Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

Procedure for taking possession – The Promoter, upon obtaining the completion 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 3 (three months) from the date of issue of such notice and the Promoter shall give possession of the Apartment to the Allottee. The Promoter agrees and under takes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined

by the Promoter/association of allottees, as the case maybe. The Promoter on its behalf shall offer the possession to the Allottee in writing within ____days of receiving the occupancy certificate*of the Project.

Failure of Allottee to take Possession of Apartment: Upon receiving a written intimation from the Promoter as per clause 7.2, the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Apartment to the allottee. In case the Allottee fails to take possession within the time provided in clause 7.2, such Allottee shall continue to be liable to pay maintenance charges as applicable.

Possession by the Allottee –After obtaining the completion / 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 the Allottees or the competent authority, as the case may be, as per the local laws.

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

Compensation–

The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim

for compensation under this section shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the Apartment(i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to Return the total amount received by him in respect of the Apartment, with interest at the rate specified in the Rules within 45 days including compensation in the manner as provided under the Act. Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the Apartment.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

The Promoter here by 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 carryout 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 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 the Allottees;

- (x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;
- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project;
- (xiii) That the property is not Waqf property.

9. EVENTS OF DEFAULTS AND CONSEQUENCES

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. For the purpose of this clause, 'ready to move in possession' shall mean that the apartment shall

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be in a habitable condition which is complete in all respects;

- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act

or the rules or regulations made there under.

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 there after the Allottee be required to make the next payment without any penal interest;
or

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

Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the promoter, interest at the rate specified in the Rules, for every month of delay till the handing over of the possession of the Apartment.

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 three 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 unpaid amount at the rate specified in the Rules.

(ii) In case of Default by Allottee under the condition listed above continues for a period beyond consecutive months after notice from the Promoter in this regard, the Promoter shall cancel the allotment of the Apartment in favour of the Allottee and refund the amount money paid to him by the allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

10. CONVEYANCE OF THE SAID APARTMENT

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

11 MAINTENANCE OF THE 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

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association of the allottees. The cost of such maintenance has been included in the Total Price of the Apartment. In case of any unsold apartment/flat, after the completion and after formation of association, promoter is not

responsible to provide any maintenance charge on account of any unsold flat / apartment.

12. DEFECTLIABILITY

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 OF ALLOTTEE TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES

The Allottee hereby agrees to purchase the Apartment on the specific understanding that his/her right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and there after billed by the maintenance agency appointed or the association of allottees (or the maintenance agency appointed by it) and performance by the Allottee of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of allottees from time to time.

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14. RIGHT TO ENTER THE APARTMENT FOR REPAIRS

The Promoter/maintenance agency/association of allottees shall have rights of unrestricted access of all Common Areas, garages/closed parking's and

parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of allottees and/or maintenance agency to enter into the Apartment 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.

15 . USAGE

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the **ANIL VILA APARTMENT** (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, 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

16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

Subject to Clause 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,

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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. The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Apartment. 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.

17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE

The Allottee is entering into this Agreement for the allotment of a Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular. That the Allottee

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hereby undertakes that he/she shall comply with and carry out, from time to time after he/she has taken over for occupation and use the said Apartment, all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the Apartment / at his/ her own cost.

18. 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 has been approved by the competent authority (ies) except for as provided in the Act.

19. PROMOTER SHALL NOT MORTGAGE OR CREATE CHARGE

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

20. APARTMENT OWNERSHIP 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,1972. The Promoter showing compliance of various laws/regulations as applicable in the State of West Bengal.

21. 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

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from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this

Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Registrar/Sub-Registrar/ registrar of Assurance 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.

22. 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/ building, as the case may be.

23 . RIGHT TO AMEND

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

24. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/SUBSEQUENT ALLOTTEES

It is clearly understood and so agreed by and between the Parties here to that all the provisions contained are in and the obligations arising here under in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottees of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

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25. WAIVER NOT A LIMITATION TO ENFORCE

The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottees.

Failure on the part of the Promoter to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision

26. 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 Act or the Rules and Regulations made there under 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.

27. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEN EVER 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 bears to the total carpet area of all the Apartments in the Project.

28. 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 here under or pursuant to any such transaction.

29. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in Naihati after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Naihati.

30. NOTICES

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

_____Name of Allottee
_____ (Allottee Address) M/s _____Promoter name
_____ (Promoter Address)

It shall be the duty of the Allottee and the promoter to inform each other of any change in address subsequent to the execution of this Agreement in the

posted at the above address shall be deemed to have been received by the promoter or the Allottee, as the case maybe.

31. 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.

32. GOVERNING LAW

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force.

33. DISPUTERE SOLUTION

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 through the Adjudicating Officer appointed under the Act.

IN WITNESS WHEREOF parties herein above named have set their respective hands and signed this Agreement for sale at Naihati (city/town name) in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITH IN NAMED

Allottee: (including joint buyers)

(1) _____

(2) _____

Please affix
photograph
and sign
across the
photograph

Please affix
photograph
and sign
across the
photograph

At _____ on _____ in the presence of:

SIGNED AND DELIVERED BY THE WITH IN NAMED

Promoter:

(1) _____

(Authorized Signatory)

Please affix
photograph
and sign
across the
photograph

WITNESSES:

1. Signature _____ Name—

Address _____

2. Signature _____ Name

– Address _____

SCHEDULE "A" ABOVE REFERRED TO :

(Description of the land and Apartment Specification of the proposed building)

ALL THAT piece and parcel of land measuring 14 Decimal of Bastu land, contained in R.S. Dag No. 37/759 corresponding to L.R. Dag No. 2159, under L.R. Khatian Nos. 5868, 5532, 5652, lying and situated at Mouza - Deulpara, J.L.No.5, Ressa No.20, P.S. Naihati, Additional District Sub-Registry office at Naihati, within the limit of Naihati Municipality, Ward No. 24 (Old) Ward No. 22 (New) Desh bandhu pally Road, Holding Nos. 21, 21/1 and 21/2, New amalgamated Holding No. 21, in the District of North 24-Parganas; **“said land”**

The Sixteen annas land is butted and bounded as follows:-

ON THE NORTH : 40' Feet wide Adhata Road.

ON THE SOUTH : H/o. Tarak Ghosh & Bapi Ghosh
others.

ON THE EAST : H/o. Paran Kr. Aich.

ON THE WEST : H/o. Dulal Barui & Nilkanta
Das.

(DESCRIPTION OF FLAT AND BUILDING)

1. Structure : R.C.C. Foundation and R.C.C. structure.
2. Brick work : 08" outside 4" inside partition wall (as Necessary).
3. Doors : Door fame of Saal wood, Door Shutter of Flash Door,
Bathroom frame and Door of PVC.
4. Window : Grill fitted Sliding Aluminum window with full
Glass.

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- 5. Floor : All tiles floor with 4" skirting on all sides
- 6. Toilet : Tiles floor and wall with glazed
Tiles up to 5" (Five feet) height.
- 7. Kitchen : Kitchen slab of black stone and One sink of
Stainless steel wall above slab up to 2" height
with glazed tiles and two taps.
- 8. Dining Room: One white Basin.
- 9. Electricals : 5 Points in each Bed Room and Drawing cum Dining room,
2 points in toilet, 4 points in Kitchen, 1 Bell point, exhaust
hole and point, all concealed, plug point.
- 10. Sanitary : (i) One white commode in Toilet, 3 water Points in toilet.
(ii) One white commode and two water points In W/C.
- 11. Painting : Inside wall with wall putty in each flat and Outside wall
with cement paint.
- 12. Water supply : Common overhead tank and distribution of Water in each
floor from down pipe of PVC From water reservoir through
pump.
- 13. Staircase : Floor Tiles And color coating wall in staircase inside Wall.
- 14. Door Windows : Main doors shall be wood provided by one view And
Fittings Finder, Steel Aluminum Tower bolt, handle And
all inside doors provides with necessary Aluminum/steel
fittings.
- 15. Lift : Four passengers lift of reputed company will be provided.

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SCHEDULE 'B'

(Flat area and Floor Plan)

Residential Flat Unit No... **"O"**.., of..... **floor**, carpet area approximately (In words.....) square feet, and attached Balcony, and other area measuring built-up area approximately **000.00** (in words.....) square feet, super built-up area approximately..**0000.00** (in words.....) square feet, forming part of the Said building named "**ANIL VILA APARTMENT**" situated , Ward No. 22, Holding No. 21, Deshbandhu palli, Naihati to be constructed on the Said Premises , described more particularly in the Land Scheduled "A". The layout of the Said Flat is delineated on the Schedule- B annexed hereto and bordered in colour Red thereon.

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FLOOR PLAN ATTACHED :-

SCHEDULE 'C'- PRICE DETAILS & PAYMENT PLAN**PRICE DETAILS:**

Unit Price:	Rs
a) Cost of Unit b) Cost of exclusive balcony or verandah areas c) Proportioante cost of Common Areas with external wall thickness etc.	00,00,000.00
Sub- Total (A)	
Other Charges :	
a)Electrical transformer installation charges	00,000.00
b) Contribution for becoming Member of the Association.	0,000.00
c) Legal/documentation Charges per Apartment. This shall include documentation charges and exclude registration / commissioning charges, stamp duty and registration fees, which shall be paid extra by the Allottee at actual	00,000.00
Sub-Total (B)	00,000.00
Total G.S.T @..... (C)	000000.0 0
Total Price (A+B+C)	00,00,000.00

THE TOTAL PRICE SHALL BE PAID BY THE ALLOTTEE IN THE FOLLOWING MANNER :

*The purchaser shall pay to the builder the sum of rupees...000000.00 (in words... **lacks****Thousand** **hundred**) only approximately towards the cost of construction and completion of the said flat together with the proportionate undivided share or interest in land comprised in the said premises appurtenant to the said flat which has been calculated at the rate of approx Rs..... (in word) only per Square Feet rate in the following manner.*

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Rs..... i.e. 10% of unit price on the day of booking as well as signing of this presents.

Rs..... i.e. 20% of unit price on or before completion of foundation upto plinth level of the said building

Rs..... i.e. 20% of the unit price on or before completion of respective floor roof.

Rs..... i.e. 20% of unit price on or before completion of respective flat unit brick work.

Rs..... i.e. 20% of unit price on or before completion of respective flat electricity, door & window frame fitting and plaster & flooring.

Rs..... i.e. 10% of unit price and (B) and (C) of the 'Price Schedule Table' on or before final possession and handover.