

**AGREEMENT FOR SALE**  
**(WITHOUT POSSESSION)**

**THIS AGREEMENT FOR SALE** made this the ..... day of **SEPTEMBER 2019**,

**BETWEEN**

**MR.** \_\_\_\_\_, **PAN** \_\_\_\_\_, son of Sri/Late \_\_\_\_\_, by occupation - \_\_\_\_\_, & **MRS.** \_\_\_\_\_, **PAN** \_\_\_\_\_, wife of Mr. \_\_\_\_\_, by occupation - \_\_\_\_\_, both by Nationality - Indian, both by faith \_\_\_\_\_, both residing at \_\_\_\_\_, P.S. \_\_\_\_\_, P.O. \_\_\_\_\_, Kolkata - \_\_\_\_\_, hereinafter referred to as the '**PURCHASER(S)**' (which terms and/or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his/her/their heirs, executors, administrators, legal representatives and/or successors) of the **FIRST PART;**

**AND**

**M/S. SREE BALAJI, PAN - AJLPP6658F**, a Sole Proprietorship firm (**SOLE PROPRIETOR : MANAB PAUL, PAN - AJLPP6658F**) having its registered office at 90/1, Prince Golan Hussain Shah Road, Kolkata - 700 095, represented by its Constituted Attorney by a Registered Power of Attorney, Being No. 190303453 for the year 2019 **SRI PRASANTA KUMAR BHAKTA, PAN - BKMPB6123N, AADHAAR NO. - 9079 8620 9568**, son of Ram Chandra Bhakta, by Nationality - Indian, by faith - Hindu, by occupation - Business, residing at C/17, No. 2 Poddar Nagar, P.O. and P.S. Jadavpur, Kolkata - 700 032, hereinafter referred to as the '**PROMOTER/DEVELOPER/VENDOR**' **PAN - BKMPB6123N, AADHAAR No. - 9079 8620 9568** (which terms and/or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his/its heirs, executors, administrators, legal representatives and/or assigns or Nominee, successors and successor-in-office) of the **SECOND PART;**

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

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

- a) "**Act**" means The Real Estate (Regulation and Development) Act, 2016 (16 of 2016).
- b) "**Rules**" means the West Bengal Real Estate (Regulation and Development) Rules, 2021. made under The Real Estate (Regulation and Development) Act, 2016 (16 of 2016).
- c) "**Authority**" means the Authority made under the **West Bengal Real Estate Regulatory Authority (WBRERA)**;
- d) "**Section**" means a section of the Act;

**WHEREAS:**

- A. The Promoter is the absolute and lawful owner of totally admeasuring about 4.818 acres more or less in Mouza - Dakshin Dhupjhora, J.L. No. 28, L.R. Khatian No. 1203, P.S. Matiali, Batabari, Gram Panchayet - II, within the office of the ADSR - Mal, District - Jalpaiguri, Pargana- North Moynaguri, Pin - 735206, vide Sale Deed(s):

- (i) Registered Deed of Conveyance, dated 24<sup>th</sup> January 2018, for 2.5 acres land which was duly recorded in the Book No. I, Volume No. 1903-2018, Page from 9499 to 9532, Being No.190300148 for the year 2018, before the office of ARA -III, Kolkata.
- (ii) Registered Deed of Conveyance on or about 24<sup>th</sup> September, 2018 for 269 decimals land which was registered, in Book No. I, Volume No. 0710-2018, Page from 13360 to 13410, Being No. 071000717 for the year 2018 before the office of ADSR Mal, District – Jalpaiguri.
- (iii) A subsequent Deed of Declaration on or about 01<sup>st</sup> October, 2018 for 269 decimal lands which was duly registered and recorded in Book No. I, Volume No. 0710-2018, Pages from 13709 - 13732, Being No. 071000728 for the year 2018 before the Office of the Additional District Sub-Registrar at Mal, District – Jalpaiguri.
- (iv) Registered Deed of Conveyance, executed on or about 1<sup>st</sup> October, 2018 for 17 decimals land which was recorded in Book No. I, Volume No. 0710-2018, Page from 13664 to 13708, Being No. 071000730 for the year 2018 before the office of ADSR Mal, District – Jalpaiguri.
- (v) Registered Deed of Conveyance executed on or about 19<sup>th</sup> February, 2019 for 38 decimals land which was duly recorded in Book No. I, Volume No. 0710-2019, Page from 2921 to 2962, Being No. 071000157 for the year 2019 before the office of ADSR Mal, District – Jalpaiguri.
- (vi) A subsequent Deed of Declaration on or about 23.04.2019 for 17 decimals land which was duly registered and recorded in Book No. I, Volume No. 0710-2019, Pages from 6323 to 6349, Being No. 071000327 for the year 2019 before the Office of the Additional District Sub-Registrar at Mal, District - Jalpaiguri.
- B.** The said land is earmarked for the purpose of building a residential Project composing Multi Storied Apartment and the said Project shall be known as “Panthaniwas Dooars”.
- C.** The Promoter are fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the said land on which Project is to be constructed have been completed.
- D.** The Batabari Gram Panchayat II has granted the commencement certificate to develop the Project vide approval dated 31/03/2019 bearing Registration No. 313/1(8)/Eng – dated – 26/03/2019.
- E.** The Promoter has obtained the layout plan, sanctioned plan, specifications and approvals for the Real Estate Project and also for the Apartment from 31.03.2019. The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with Section 14 of the Act and other laws as applicable.
- F.** The Promoter has registered the Real Estate Project under the provision of the Act with The Real Estate (Regulation and Development) Act, 2016 under West Bengal Real Estate Regulatory Authority (WBREERA) at Kolkata on \_\_\_\_\_ under Registration No.\_\_\_\_\_.
- G.** The Allottee had applied for an apartment in the Project vide application no.\_\_\_\_ dated \_\_\_\_\_ and has been allotted Residential Apartment No. \_\_\_\_\_ having carpet area of \_\_\_\_\_ Sq. Ft \_\_\_\_\_, on the \_\_\_\_\_ floor, along with/without open car Parking right at Panthaniwas Dooars Phase III.

- H.** The parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- I.** The allottee has been explained about the implications of the Input Credit of applicable GST before entering into this Agreement and the Allottee being satisfied of the benefits passed on to him/her/them by the Promoter/Developer agreed to enter into this Agreement for Sale.
- J.** The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project.
- K.** The Parties, relying on the confirmations, representations and assurance 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 Promoters hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment as mentioned in Schedule “A - II”.

**NOW THEREFOE, in consideration of the mutual representations, 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 and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Said Apartment describe in Schedule “A - I” below.
- 1.2** The Total Price payable for the Said Apartment based on the carpet area is Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only (**“Total Price”**)).

Sl. No.	Description	Rate Per Square Ft. (In INR)	Amount (In INR)	Total Price A+B+C
A.	<u>Unit Price :</u> a) Cost of Apartment / Unit (____ Sq. Ft.) including complementary open card parking space b) Cost of exclusive balcony or verandah (____ Sq. Ft.) c) Preferential Location Charge of (____ Sq. Ft.) d) Proportionate cost of Common Areas (____ Sq. Ft. ) with external wall thickness etc.			
	<b>Sub Total</b>			
	<b>CGST @4%</b>			
	<b>SGST @4%</b>			

	<b>Total</b>			
	<b>Rounded Up</b>			
<b>B.</b>	<b><u>Other Charges :</u></b>  <b>Electricity:</b> obtaining HT/LT electricity supply from the supply agency, of the said Apartment, to the Developer.  <b>Electricity Meter for Common Areas:</b> security deposit and all other billed charges of the supply agency for providing electricity/meter to the Common Areas, proportionately, to the Developer.  <b>Generator:</b> one time cost for the stand-by power supply to the Said Unit from diesel generators. Two points (100 watts maximum) for each flat available during the power cut only.			
	<b>Sub Total</b>			
	<b>CGST @9%</b>			
	<b>SGST @9%</b>			
	<b>Total</b>			
<b>C.</b>	<b>(Legal Fees, Stamp Duty and Registration Costs:</b> fees of Debasish Roy Chowdhury, Advocate (Legal Advisors), who have drawn this Agreement and shall draw all further documents. The total fee of Rs. _____/- (Rupees _____ only) per single unit to be paid as follows:-  1. For Agreement for Sale - Rs. _____/- (Rupees _____ only.)  2. For Deed of Conveyance -Rs. _____/- (Rupees _____ only.)  All other fee for Stamp Duty, Registration Fee and all other fixed misc. expenses and incidental charges shall be borne and paid by the Purchaser (s) actual over and above the fee mentioned hereinabove.  <b>Consolidated Deposit for Sinking Fund and Maintenance:</b> Simultaneously with the payment of the last installment of the Total Price, the Allottee/Transferee shall pay to the Developer a deposit of Rs. _____/- (Rupees _____ only) for every single Unit towards <b>Sinking Fund Deposit and Maintenance Deposit</b> till the date of formation of the Holding Organisation legally. All these payments shall be paid to the Developer are deemed to the tune of failure of payment of common area maintenance and for any emergency expenses to keep the complex maintained and running. This deposit is interest & GST free.			

	CGST @9% of Rs. _____/-			
	SGST @9% of Rs. _____/-			
	<b>Total Price ( A+B+C)</b> <b>(RupeesTwenty lakh fiftythousand Only)</b>			

In addition to the aforesaid Total Price, the following charges shall be paid at actual/or as mentioned by the Promoter as per payment schedule:

- a) Cost of individual Electricity Meter.
- b) Stamp Duty/Registration Charges/Commission Charges, if applicable/Office Charges and other incidental expenses in regards to stamping, Registration and commission.
- c) Charges for mutation and separate assessment of the Apartment, mutation fee, if any, and other miscellaneous charges and incidental charges in relation to mutation
- d) Cost for providing MS Grill for the windows plus applicable taxes, if required and other extra work if requested by the Purchaser herein.
- e) Holding Organisation formation cost.
- f) Extra development charges, if any.
- g) Maintenance charges from the date mentioned in the notice for possession handover.

It is to be noted herein that the abovementioned advance common area maintenance and sinking fund shall be received by the Promoter on behalf of the ultimate Holding Organisation/Facility Management Company and transferred by the Promoter to the Holding Organisation of the apartment owners upon its formation subject to the provisions of Clause 12 hereunder.

**Explanation:**

- (i) The Total Price includes the booking amount paid by the allottee to the Promoter towards the Said Apartment.
- (ii) The Total Price above includes taxes (consisting of tax paid or payable by way of GST, and cesses or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever named called) upto the date of handing over the possession of the Apartment to the Allottee and the Project to the holding organisation of the Allottees, after obtaining completion Certificate:

Provided that in case there is any change/modification in the taxes, the subsequent amount payable by the Allottee to the promoter shall be increased /reduced based on such change/modification:

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

- (iii) The Promoter shall be periodically intimated in writing to the Allottee, the amount payable as stated in above and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective.
- (iv) The Total price of the said Apartment includes recovery of price of land, construction of not only the Apartment but also the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, waterline and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting

equipment in the common areas etc. amenities and specifications to be provided within the Said Apartment and the Project.

- 1.3 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authority, the Promoter shall enclose the said notification/order/rule/regulation, to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the 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 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 - II and III” (“Payment Plan”)**.
- 1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments up to 10% per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.
- 1.6 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities as described herein more fully and more particularly mentioned in Schedule D and E herein below (which shall be in conformity with the advertisement, prospectus etc. on the basis of which Transfer is effected) in respect of the Said Apartment, without the previous written consent of the Allottee as per the provisions of the Act. Provided that the Promoter/Developer may make such minor additions or alterations as may be required by the Allottee or such minor changes or alterations in accordance with applicable laws.
- 1.7 The Allottee(s) agree(s) that he/they is/are aware that the Promoter is developing and/or proposing to develop in due course, the other phases of the Project, whose occupants will also use the Project Common Areas, Amenities and Facilities of the and installations thereat.
- 1.8 The rights of the Allottee is limited to ownership of the said Apartment and the Allottee hereby accepts the same and shall not, under any circumstances, raise any claim, of ownership, contrary to the above.
- 1.9 The Allottee shall only have user rights in the Project Common Area, Amenities and Facilities to the extent required for beneficial use and enjoyment of the said Apartment, which the Allottee hereby accepts and agrees that the Allottee shall not, under any circumstances, raise any claim of ownership of any component or constituent of the Project Panthaniwas Dooars Phase III Common Area, Amenities and Facilities.
- 1.10 The promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Said Building is complete and the completion certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area then the Promoter shall refund the excess money paid by the Allottee

within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the apartment allotted to Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in Schedule **“C - II and III”**. All these monetary adjustment shall be made at the same rate per square feet as agreed in Clause 1.2 above.

**1.11** Subject to Clause 9.3, the Promoter agrees and acknowledges, the Allottee shall have the right to the Said Apartment as mentioned below:

**(i)** The Allottee shall have exclusive ownership of the Said Apartment.

**(ii)** The Allottee shall also have undivided proportionate share in the Common Areas. Since the share interest of the Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas of the Real Estate Project along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall hand over the Common Areas to the holding organisation of Allottees after the duly obtaining the completion certificate from the competent authority as provided in the Act.

**(iii)** The Allottee has the right to visit the Project site to assess the extent of development of the Project and his apartment, as the case may be, however with prior intimation to and permission from the Promoter.

**1.12.** It is made clear by the Promoter and the Allottee agrees that the Said Apartment along with/ without open parking space shall be treated as a single individual unit for all purpose. It is agreed that except for and subject to proposed sharing of infrastructure, common areas, facilities and amenities and easement right granted to the owners and occupants the Real Estate Project, **“PANTHANIWAS DOOARS”** Phase - III, is an independent, self contained Project covering the said land and is not a part of any other project or zone and shall not from 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 the Project’s facilities and amenities shall be available for use and enjoyment of the Allottees of the said Phase alongwith the Allottees of the other Phases.

**1.13.** The Promoter agrees to pay all outgoing before transferring the physical possession of the apartment to the Allottee, which it has collected from the Allottees, for the payment of outgoing (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, including mortgage loan and interest on mortgages or other encumbrances and other liabilities payable to competent authorities, bank 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 Allottee, 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 therefore by such authority or person.

**1.14.** The Allottee has paid a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) including GST as booking amount being part payment towards the total Price of the Said Apartment at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Said Apartment as prescribed in the Payment Plan [Schedule **“C - I, II and III”**] as may be demanded by the Promoter within the time and in the manner specified therein:



Provided that if the Allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate equivalent to the prevailing prime lending rate of the State Bank of India plus two percent per annum as prescribed in the Rules.

## **2. MODE OF PAYMENTS:**

Subject to the terms of this Agreements 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 [Schedule **"C - II and III"**] through cheque/demand draft/pay order/wire transfer/RTGS/NEFT or online payment (as applicable) drawn in favour of **"M/S SREE BALAJI"**, payable at Kolkata and in the manner mentioned in the demand/e-mail.

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

- 3.1** The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendments/modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.
- 3.2** The Promoter accepts no responsibility in regard to matter specific in Clause 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipt in favour of the Allottee only.

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

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

## **5. TIME IS ESSENCE:**

The Promoter shall abide by the time schedule for completing the Phase - III of the Project as disclosed at the time of registration of the Project before handing over

the Said Apartment to the Allottee. The project common areas, amenities and facilities shall be completed only upon the completion of the whole project.

## **6. CONSTRUCTION OF THE PROJECT/APARTMENT:**

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Said Apartment and accepted the floor plan, payment plan and the specifications, amenities and facilities as provided in this Agreement, which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Real Estate Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities, subject to the terms of this Agreement. The Promoter undertakes to strictly abide by such plan approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by such authorities 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:**

- 7.1. Schedule for possession of the Said Apartment** – The Promoter agrees and understands that timely delivery of possession of the said Apartment to all Allottee is the essence of the Agreement. The Promoter assures to hand over possession of the Said Apartment along with ready and complete Phase III, 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 causes by nature affecting the regular development of Real Estate Project (**“Force Majeure”**). If, however, the completion of the Real Estate Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment.

Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the Project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 days from that date. The Promoter shall intimate the allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

- 7.2. Procedure for taking possession** - The Promoter, upon obtaining the occupancy certificate (or such other certificate by whatever named called issued by the competent authority) from the competent authority shall within a maximum period of 15 days from such date (the **“NOTICE OF POSSESSION”**) offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement by sending the notice of such offer by speed post/e-mail calling upon the Allottee to take possession of the Apartment within a maximum of 45 days from the date of receipt of the said Notice of Possession by the Allottee. (the **“POSSESSION DATE”**) provided that the conveyance deed of the Apartment in favour of the Allottees shall be executed and registered by the Promoter (subject, however, to the Allottee making all payments as mentioned in **SCHEDULEC – II and III** hereto and taking

possession of the Apartment in terms of the Notice of Possession and making payment of the stamp duty, registration charges and legal charges and expenses to the Promoter as per requisition of the Promoter within three months from the date of issue of occupancy certificate (or such other certificate by whatever name called issued by the competent authority) as provided by the relevant laws in West Bengal. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of full of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee, on or before taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/Holding organisation of Allottees/ Facility Management Company (hereinafter referred to as FMC), as the case may be after the issuance of the completion certificate for the Phase - II of the Project. The promoter shall hand over a copy of the occupancy certificate (or such other certificate by whatever name called issued by the competent authority) of the Project/Apartment, as the case may be, to the Allottee at the time of conveyance of the Apartment in favour of the Allottee.

- 7.3. Failure of Allottee to take Possession of Apartment**– Upon receiving a written intimation from the Promoter as per para 7.2, the Allottee shall take possession of the Said 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 Said Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in Para 7.2 in the Possession Notice, such Allottee shall be liable to pay maintenance charges as specified in para 7.2 from such date as notified in the Possession Notice (**Deemed Possession**).
- 7.4. Possession by the Allottee**– After obtaining the completion certificate and handing over physical possession of the apartments comprised in the Real Estate Project to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including Common Areas to the holding organisation of Allottees, or the competent authority, as the case may be, as per the local laws i.e., the West Bengal Apartment Ownership Act, 1972, as amended up to date which provides for submission of the property comprised within the Project within three years from the date of completion certificate issued by the competent authority and to have the holding organisation of Allottees formed in the manner provided in the said Act.
- 7.5. Cancellation by Allottee** - The Allottee shall have the right to cancel/withdrawn 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 total allotment amount, being the allotment amount (Allotment amount paid by Allottee) plus applicable taxes and other incidental charges being stamp duty, registration charges, administrative charges, legal fees, other incidental charges and due interest upon unpaid amount till the date of cancellation. The balance amount of money paid by the Allottee shall be returned by the Promoter to the Allottee without interest within 45 days of such cancellation. However, in the event the Allottee is required by the Promoter to execute and present for registration of a Deed of Cancellation of allotment, the Allottee hereby agrees to do so without any claim charge and demand and only upon registration of such Deed of Cancellation, shall the Allottee be refunded aforesaid balance amount subject to the Allottee's responsibility to pay off all stamp duty, registration charges and incidental charges for such case.

Such refund shall be made without any interest or compensation and all charges and expenses that may be incurred by the Promoter in making such refund shall be borne by the Allottee.

Upon withdrawal or cancellation of allotment by the Allottee under this Agreement, the Promoter shall have the right to re-allot the Apartment to any third party thereafter and the prior allotment in favour of the Allottee will stand cancelled. All rights of the Allottee under any allotment letter issued or this Agreement shall also stand terminated.

- 7.6. Compensation-** The Promoters shall compensate Allottee in case of any loss caused to him due to defective title of the land, on which the Real Estate Project is being developed or has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the Said Apartment (i) in accordance with the terms of this Agreement, duly completed by the Completion Date specified in Clause 7.1; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act, or for any other reason, the Promoter shall be liable, on demand to the Allottees, in case the Allottee wishes to withdraw from the Project without prejudice to any other remedy available, to return the total amount received by the Promotion respect of Apartment, with interest at the rate equivalent to the prevailing prime lending rate of the State Bank of India plus two percent per annum as prescribed in the Rule including compensation in the manner as provided under the Act within forty-five days of it becoming due;

Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the Apartment which shall be paid by the Promoter to the Allottee within forty-five days of it becoming due.

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

The Promoter/owner hereby represents and warrants to the Allottee as follows:

- (i)** The Promoters have absolute, clear and marketable title with respect to the Project Property; the requisite authority and rights to carry out development upon the Project Property and absolute, actual, physical and legal possession of the Project Property for the Real Estate Project.
- (ii)** The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Real Estate Project.
- (iii)** There are no encumbrances upon the said Land or the Project.
- (iv)** It is also made known to the Allottee that the Promoter has taken or intends to take a loan from bank(s)/financial institution(s) against security of the Said Land and the construction having already been made and/or being made. The Promoter shall cause the said bank(s)/financial institution(s), if necessary, to issue no objection letter in favour of the Allottee to enable the Allottee to take loan from any bank or financial institution for financing the purchase of the Apartment and the Promoter further undertake that the Promoter shall cause the said bank(s)/financial institution(s) to release the Apartment from the mortgage created by the Promoter on or before the Promoter executing the deed of conveyance of the

Apartment in favour of the Allottee and the Allottee will get the title of the Apartment free from all encumbrances.

- (v) There are no litigation pending before any court of law or Authority with respect to the said Land, Projector the Apartment.
- (vi) All approvals, licenses and permits issued by the competent authorities with respect to the Real Estate Project, the Project Property and the Said 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 Real Estate Project, the Project Property, the Said Apartment, the Said Block/Building and Common Area of Real Estate Project.
- (vii) 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.
- (viii) The Promoter has not entered into any agreement for Sale and/or any other agreement/arrangement with any person or party with respect to the Said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;
- (ix) 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;
- (x) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Said Apartment to the Allottee and the Common Areas to the holding organisation of Allottees or the competent authority, as the case may be after the completion of the whole Project;
- (xi) 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 Apartment after the completion of the Project;
- (xii) 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 irrespective of possession of apartment along with Common Areas of the Real Estate Project (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee and the holding organisation of Allottees or the competent authority, as the case may be;
- (xiii) 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 Project Property) has been received by or served upon the Promoter in respect of the Project Property and/or the Real Estate Project.

## **9. EVENTS OF DEFAULTS AND CONSEQUENCES:**

**9.1.** Subject to the Force Majeure clause, the Promoter shall be considered under a condition of Default, in the following events:

- (i) Promoter fails to provide ready to move in possession of the Apartment to the Allottee within the time period specific in 7.1 or fails to complete the Real Estate

Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this Clause 'ready to move in possession' shall mean that the Said Apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which completion certificate and competition certificate, as the case may be, has been issued by the competent authority;

- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his regulation under the provisions of the Act or the rules or regulations made thereunder.

**9.2.** In case of Default by Promoter under the conditions listed above, Allottee is entitled to the following:

- (i) Stop making future payments to Promoter as demanded by the Promoter. If the Allottee stops making payments the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest; or
- (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the apartment, along with interest at the rate prescribed in the Rules within forty-five days of receiving the termination notice:

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

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

- (i) In case the Allottee fails to make payments for two consecutive demands made by the Promoter as per the Payment Plan, of any amount due and payable by the Allottee under this Agreement (including his/her/its proportionate share of taxes, levies and other outgoings) despite having been issued notice in that regard. It is further clarified that, reminders and or notices for payment of installments or notice for rectification of default as per the Payment Schedule shall also be considered as demand for the purpose of this clause. In such event the Allottee shall be liable to pay to the Promoter, interest at the rate of State Bank of India Prime Lending Rate plus 2% per annum as prescribed in the Rules on all unpaid amounts from the date the amounts from the date the amount is payable by the Allottee;
- (ii) Without prejudice to the right of the Promoter to charge interest in terms of Clause 9.3 (i) above, in case of default by the Allottee under Clause 9.3 (i) above continues for a period beyond two consecutive months after notice for rectification of default from the Promoter in this regard, the Promoter, at its own option, may cancel the allotment of the Apartment in favour of the Allottee and terminate this Agreement and refund the money paid to the Promoter by the Allottee after deducting the Allotment Amount and the interest liabilities and after deduction of such other tax/levy as may be applicable at the time of such termination and also after deduction of stamp duty, administrative charges, legal fees, brokerage etc. by the Promoter, and this Agreement and any liability of the Promoter shall thereupon stand terminated. PROVIDED HOWEVER that the Promoter at least 30days prior

to such cancellation shall issue a Notice for Cancellation (Cancellation Notice) intimating the Allottee about its decision to cancel the allotment. This amount after such deductions will be transferred in the bank account of the allottee which he/she/they /it has provided and recorded with the Promoter.

- (iii) On and from the date of refund of the amount as mentioned in Clause 9.2 and 9.3(ii) above, as the case may be, this Agreement shall stand cancelled automatically without any further act from the Allottee and the Allottee shall have no right, title and/or interest on the said Apartment, the Project and/or the Said Land or any part or portion thereof, and the Allottee shall further not be entitled to claim any charge on the said Apartment and/or any part or portion thereof, in any manner whatsoever. The effect of such termination shall be binding and conclusive on the parties.
- (iv) For the avoidance of doubt, it is hereby clarified that the Promoter shall not be held liable, in any manner whatsoever, for any delay in receipt/non-receipt of any refund by the Allottee in accordance with the terms of this Agreement, for any reason, including but not limited to, any delay by postal authorities or due to a change in address of the Allottee (save as provided in this Agreement) or loss in transit.

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

The Promoter, on receipt of Total Price of the Said Apartment as per para 1.2 under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Apartment together with proportionate individual share in the Common Areas within 3 months from the date of issuance of the occupancy certificate and the completion certificate, as the case may be, to the Allottee.

Provided that, in the absence of local Law, the Conveyance Deed in favour of the Allottee shall be carried out by the Promoter within 3 months from the date of issue of occupancy certificate. However, in case the Allottee fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the Conveyance deed in his/her favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee.

#### **11. MAINTENANCE OF THE SAID BLOCK/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 holding organisation of Allottees upon the issuance of the completion certificate or such other certificate by whatever named called issued by the competent authority of the Project.

The cost of such maintenance from the date of the Allottee taking over physical possession and/or from the Possession Date (as mentioned in 7.1 above) whichever is earlier, is payable by the Allottee for the Apartment proportionately as per the rates to be calculated on per square foot basis (of the carpet area of the Apartment) and/or in the manner as provided in this Agreement and/or as may be so decided by the Promoter and/or the holding organisation of allottees, as the case may be.

#### **12. DEFECT LIABILITY:**

- 12.1.** 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, save those as mentioned in clause 14.2 below, 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 applicable laws for the time being in force.
- 12.2.** The Promoter shall not be liable to rectify any defect occurring under the following circumstances:
- (i)** If there are changes, modifications or alteration in plumbing pipes and fittings and fixtures or change of wall or floor tiles after the Allottee taking over possession of the Apartment, the Promoter will not take any responsibility of waterproofing, cracks or any defect in plumbing pipes and fittings and fixtures that have developed directly or indirectly due to such changes;
  - (ii)** If there are changes, modifications or alteration in electrical lines and wiring after said possession unto the Allottee, the Promoter will not take any responsibility of any defect in electrical lines and wirings that have developed directly or indirectly due to such changes, modifications or alterations;
  - (iii)** If there are changes, modifications or alterations in doors, windows or other related items, then the Promoter will not take responsibility of door locks or door alignment or seepage from windows or any other related defects arising directly or indirectly out of such changes, modifications or alterations;
  - (iv)** If the Allottee after taking actual physical possession of the Apartment, executes interior decoration work including any addition and/or alteration in the layout of the internal walls of the Apartment by making any changes in the Apartment, then any defect like damp, hair line cracks, breakage in floor tiles or other defects arising as a direct or indirect consequence of such alterations or changes will not be entertained by the Promoter;
  - (v)** Different materials have different coefficient of expansion and contraction and as such because of this difference there are chances of cracks developing on joints of walls and RCC beams and columns. Any such cracks are normal in high rise buildings and need to be repaired from time to time. Any cracks developed for reasons other than as mentioned above the Promoter shall get it rectified at its own cost.
  - (vi)** If the materials and fittings and fixtures provided by the Promoter are not being maintained by the Allottee or his/her agents in the manner in which same is required to be maintained.
  - (vii)** Any electrical fittings and/or gadgets or appliances or other fittings and fixtures provided by the Promoter in the Common Areas and/or in the Apartment going out of order or malfunctioning due to voltage fluctuations or other reasons not under the control of the Promoter and not amounting to poor workmanship or manufacture thereof.
  - (viii)** If the Architect certifies that such defects are not manufacturing defect or due to poor workmanship or poor quality.

**Notwithstanding** anything hereinabove mentioned it is hereby expressly agreed and understood that in case the Allottee, without first notifying the Promoter and



without giving the Promoter the reasonable opportunity to inspect, assess and determine the nature of purported defect in the Apartment, alters the state, nature and condition of the area of the purported defect, then the Promoter shall be relieved of its obligations contained in clause 13 herein.

**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/Plot] 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 thereafter 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.

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

The Promoter/maintenance agency/holding organisation of Allottees shall have rights of unrestricted access of all Common Areas of the Real Estate Project, Panthaniwas Dooars, open parking spaces for providing necessary maintenance services and the Allottee agrees to permit the holding organisation of Allottees and/or maintenance agency to enter into the Said Apartment 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 Service Areas:** The service areas, if any, as located within Panthaniwas Dooars, shall be earmarked for purpose 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, firefighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the service areas in any manner whatsoever, other than those earmarked as parking spaces and the same shall be reserved for use by the holding organisation of Allottees formed by the Allottees for rendering maintenance services.

**16. COMPLAINT WITH RESPECT TO THE APARTMENT/PROJECT:**

- 16.1.** Subject to Defect Liability above, the Allottee shall, after taking possession, be solely responsible to maintain the Said 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 Said Block/Building, or the Said Apartment, or the staircases, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Said Apartment and keep the Said 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 Said Block/Building is not in any way damaged or jeopardized.

**16.2.** The Allottee further undertakes, assures and guarantees that he/she would not put any Sign-board/nameplate, neon light, publicity material or advertisement material etc. on the face façade of the Said Block/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 Said Block/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 Said Apartment or place any heavy material in the common passages or staircase of the Said Block/Building. The Allottee shall also not remove any wall including the outer and load bearing wall of the Said Apartment.

**16.3.** The Allottee shall plan and distributed its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the holding organisation of Allottees and/or maintenance agency appointed by holding organisation of Allottees. The Allottees shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

**17. COMPLAINEE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:**

The Parties are entering into this Agreement for the allotment for the allotment of an Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the Project.

**18. ADDITIONAL CONSTRUCTIONS:**

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Real Estate Project after the building plan, layout plan, sanction plan and specification, amenities and facilities has been approved by the competent authority(ies) and disclosed, except for the minor changes as provided in the Act.

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

After the Promoter executes this Agreement he shall not mortgagor create a charge on the Apartment 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.

**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, as amended. The Promoter showing compliance of various laws/regulations as applicable in West Bengal.

**21. BINDING EFFECT:**

Forwarding this agreement to the Allottee by the Promoter does not create 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 days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registered (specify the address of the Sub-Registrar) as and when intimated by the Promoter. If the Alottee(s) fails to execute and deliver to the Promoter this

Agreement within 30 days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to then Allottee for rectifying the Default, which if not rectified within 30 days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by all 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 understanding, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment, 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 hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Apartment and the Project shall equally be applicable to and enforceable against and by 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.

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

**25.1.** The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan more fully and more particularly mentioned in the **Schedule C – II and III** hereunder 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.

**25.2.** Failure on the part of the Parties to enforce at any time or for any period of time the provision 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 thereunder or under other applicable laws, such provisions of the Agreement shall be deemed or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be the proportion which the carpet area of the Apartment 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 any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

**29. 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 Kolkata or at the site of "PANTHANIWAS DOOARS" 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 Mal or at the Registry of Assurance in Kolkata. Hence this Agreement shall be deemed to have been executed at Mal or Kolkata.

**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 :** \_\_\_\_\_

**Address :** \_\_\_\_\_

**M/S. SREE BALAJI, PAN AJLPP6658F** a Sole Proprietorship firm having its registered office at 90/1, Prince Golam Hussain Shah Road, Kolkata - 700095, represented by its Proprietor **SRI MANAB PAUL**, residing at 10, New Bikramgarh, P.O. and P.S. Jadavpur, Kolkata – 700032

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

**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 purpose 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 constructed and enforced in accordance with the Act and the Rules and

Regulations made thereunder including other applicable laws of India for the time being in force.

### **33. DISPUTE RESOLUTION:**

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled under the Arbitration and Conciliation Act, 1996 as amended.

*[Any other terms and conditions as per the contractual understanding between the parties, however, please ensure that such additional terms and conditions are not in derogation of or inconsistent with the terms and conditions set out above or the Act and the Rules and Regulations made there under.]*

### **34. SAVINGS:**

Any application letter, allotment Letter, agreement, or any other document signed by the Allottee in respect of the apartment, prior to the execution and registration of this Agreement for Sale for such apartment shall not be construed to limit the rights and interests of the Allottee under the Agreement for Sale or under the Act or the regulations made thereunder.

### **35. INTERIM MAINTENANCE PERIOD:**

**35.1.** During the interim maintenance period between obtaining of the completion certificate of Project and formation and operationalisation of the Holding organisation the Promoter shall through itself or through a facility management company constitute a committee to run, operate, manage and maintain the Common Areas.

**35.2.** The Promoter shall endeavour that the committee responsible/Facility Management Company (FMC) for the maintenance and operation of the Common Areas, Amenities and Facilities will be required to provide manpower for maintaining the Common Areas, Amenities and Facilities wherever required, and to collect maintenance charges and the user charges for the amenities and utilities being provided on “pay by use” basis, if any.

**35.3.** The maintenance and management of Common Areas, Amenities and Facilities by the committee/Facility Management Company (FMC) will primarily include but not limited to maintenance of water works, common electrical installations, DG Sets, landscaping, driveways, parking areas, lobbies and stairs cases, AMCs sets etc. It will also include safety and security of the Project such as fire detection and protection and management of general security and control, insurance for the Project.

**35.4.** The Rules/Bye Laws to regulate the use and maintenance of the Common Areas shall during the interim maintenance period shall be framed by the Promoter/Facility Management Company (FMC) with such restrictions as may be necessary for proper maintenance and the Allottee shall be bound to follow the same.

**35.5.** After the Common Areas of the Project are handed over to the Holding Organisation, the Holding Organisation may adopt the Rules and the Bye Laws

framed by the Promoter with or without amendments, as may be deemed necessary by the Holding organisation.

- 35.6.** The Allottee undertakes to make good and pay to the Holding organisation/Facility Management Company (FMC) all such amounts that may be deducted/adjusted as aforesaid by the Promoter as due and payable by the Allottee and/or to replenish any shortfalls caused on account of the Allottee. The Promoter shall not be held liable, in any manner whatsoever, for any shortfall in the Sinking Fund due to the above adjustments or otherwise after the handover of the Sinking Fund by the Promoter to the Holding Organisation and the Allottee and the Holding Organisation shall jointly and severally keep the Promoter indemnified for the same.
- 35.7.** The Allottee acknowledges and agrees to allow the Promoter to adjust any receivables and/or dues towards common charges and expenses from the Sinking Fund before the same is handed over to the Holding Organisation. The Allottee hereby agrees and undertakes to bear all taxes that may be levied on the Promoter on account of making such adjustments and/or on account of the Promoter transferring/handing over the Sinking Fund to the Holding Organisation. On any such adjustments being made from the Sinking Fund, the Allottee hereby undertakes to make good the resultant shortfall in the Sinking Fund within 15 (Fifteen) days of a demand made by the Holding Organisation/Facility Management Company (FMC) with respect thereto.
- 35.8.** The Promoter and/or the Holding Organisation and/or Facility Management Company (FMC), as the case may be, shall be entitled to invest the Sinking Fund in such securities and in such manner as the Promoter and/or Holding organisation, as the case may be, may think fit and apply the income for the purpose of repairs, maintenance, insurance, security and upkeep of the Project. Such payment towards the Sinking Fund shall not absolve the Allottee of its obligation to pay the applicable maintenance charges in terms of this Agreement.
- 35.9.** The Allottee acknowledges that it/he/she/they shall be bound by the rules and regulations which may be framed in relation to maintenance and management of the Building and/or the Project by the Promoter or the Holding Organisation, as the case may be, and in any event, by way of negative covenants, agrees not to act contrary to such rules and regulations which may be framed and/or be made applicable to all the apartment owners or occupiers of the Building and/or Project.
- 35.10.** Further in order to become a member of the said Holding Organisation the Purchaser shall need to clear all arrear maintenance charges, if any, which would have been due so far and as well as the present maintenance charge in respect of his unit/flat along with any other payables if applicable.
- 35.11.** Both the parties are responsible to abide by all rules and regulations for formation of Holding Organisation. Therefore, co-operation of both the parties are essential in this regard.
- 35.12.** Furthermore, the Promoter shall not be accountable to give and furnish any account and/or account statement to the Holding Organisation/Facility Management Company (FMC) at the time of handing over of possession.

**NOW THIS AGREEMENT WITNESSETH** and it is/are hereby agreed by and between the Parties hereto as hereinafter written.

- (I) That the Developer/Vendor is absolutely seized and entitled to sell, transfer or alienate any of the portions of the property and to collect or receive money as mutually agreed upon between the Purchaser(s), and the Developer/Vendor.
- (II) That the Purchaser(s) has inspected relevant documents and records and satisfied himself/herself about the right, title and interest of the Developer/Vendor in the land and the Developer/Vendor as well as Developer declares that same is/are not subject to any encumbrances.
- (III) The detailed scheme of development attached herewith and marked with the letter 'A' details the proposed usage of the building/structures and phases of development of the whole property and also the conceptual layout for the development of the same.
- (IV) The conceptual layout of the development of the whole property excepting Plot - 3 demarcated properties could be finally developed, improvised by the Developer/Vendor at its sole discretions in accordance with the relevant and applicable laws.
- (V) The Developer/Vendor decided to undertake the development of the whole property in phase by phase manner and also proposes to develop the said property for residential or mixed usage. The Developer/Vendor can also develop adjacent plot and/or plots and in such case the Purchaser shall not raise any objection.
- (VI) Apart from the residential usage the developer proposes to develop in other phases residential buildings/structures, bungalows, commercial units, club and unit for mixed purposes etc. and the portion upon which such shall be developed shall be in such manner as the developer shall at its sole discretion deem fit and proper and shall not be included and/or related in any way to the Phase - III property.
- (VII) The Developer/Vendor proposes to construct and develop the Schedule "A" mentioned property in phase by phase manner into residential/non-residential, mixed purposes building/structure alongwith separate facilities and amenities pertaining to them and construction and development of such portion and building/structures shall be in such manner as the Developer/Vendor at its sole discretion deem fit and proper.
- (VIII) Besides construction and development of Phase III of the property, the Developer/Vendor also proposes to develop certain common areas facilities and amenities which may be exclusively available to and will be used by such persons whom the Developer/Vendor may deem fit as per its absolute discretion which may not include the Purchaser herein or any other Purchaser/Purchasers from Phase III property.
- (IX) The Developer/Vendor is entitled to make changes, amend, modify and/or substitute the future development of the other parts of the Schedule "A" mentioned property as per the rules and regulations framed by the West Bengal Real Estate Regulatory Authority (WBREERA) under The Real Estate (Regulation and Development) Act, 2016 as amended.
- (X) The Purchaser(s) herein agrees that the Developer/Vendor shall be entitled to provide and demarcate certain common areas and facilities, the use of which shall be extended to the use of club members. The Purchaser(s) agrees to use only those facilities which are specifically marked for the Purchaser(s) in the said unit/flat more fully and more particularly described in Schedule "A - I" herein below. The Purchaser(s) agrees not to use any areas or facilities marked for other Purchaser(s) and nor shall have any claim of any nature whatsoever in respect of the other areas

and facilities demarcated for other Purchase (s) and/or for other purpose and/or the use thereof in the whole project.

- (XI)** The common areas in the whole project may be usable by person or persons on non exclusive basis and persons from the adjacent plot, which is for the exclusive use of the Developer/Vendor, shall also use the common areas and facilities. Hence the common areas facilities, amenities in the whole project may be usable by the Purchaser(s) on non exclusive basis. The Purchaser(s) also agrees and accepts that the few facilities and or amenities may not be provided simultaneously with the handing over of possession of the said flat and might be available only after the completion of the whole project.
- (XII)** The Developer/Vendor shall utilize the maximum Floor Area Ratio (FAR) with necessary permission or sanction from the competent authority and/or authorities and may construct additional built up area which may be in the form of additional flats or additional floors on the said Block or building and/or additional building/structures in any part of the remaining area of the whole property and for such said purposes the Developer/Vendor will be entitled to vary amend, alter the building plan from time to time in respect of the said construction without however adversely effecting the said unit/flat agreed to be sold hereunder and will be entitled to carry out the construction work accordingly. The Purchaser(s) hereby irrevocably express his/her/it's their consent to the Developer/Vendor for carrying out such amendments, alterations, modifications, improvisation or variation in the said building for the purpose of construction by the Developer/Vendor so long as the total area of the said unit/flat and the specifications, amenities, fixtures and fittings attached thereto are not decreased or hampered. This consent of the Purchaser(s) shall be considered and contemplated under the relevant provision of the West Bengal Housing Industry Regulatory Act, Rules and Regulations. The Purchaser(s) shall not raise any objection or cause any hindrance in such development or construction by the Developer/Vendor on grounds of noise or air pollution, inconvenience, annoyance, old age or otherwise on the ground that the atmosphere, light, air and/or ventilation to the said flat and/or in the said building being affected by such. Further the Purchaser(s) hereby agrees to give all facilities and co-operation to the Developer/Vendor as may require from time to time both before and after taking possession of the said apartment and to enable and support the Developer/Vendor to complete such construction work smoothly and as envisaged by the Developer/Vendor.
- (XIII)** It is also agreed by and between the Parties that the Developer/Vendor will be entitled to sell and transfer on ownership basis or otherwise for its benefit and/or the other additional apartments which may be constructed by the Developer/Vendor.
- (XIV)** It is also agreed by and between the Parties that the sample flats displayed by the Developer/Vendor alongwith its furniture, fixtures, electrical goods, amenities etc. as provided therein are only for the purpose of marketing and display and the Developer/Vendor under this agreement is not liable to provide furniture, fixtures, electrical goods, amenities etc. in the sample flat other than as expressly agreed by the Developer/Vendor under this agreement. The height of the said flat shall be in accordance with the sanction plan already sanctioned by the competent authority and may differ from the height of the sample flat as displayed by the Developer/Vendor.
- (XV)** Both Parties herein confirmed that they are entering and executing this agreement with full knowledge of all the laws, rules, regulations, notifications, circulars, etc. as applicable in the project.



- (XVI)** The Parties relying on the confirmations, representations and assurances of each other agrees to faithfully abide by all the terms, conditions and stipulations as contained in this agreement and on applicable laws.

**36. PAYMENT:**

- (i)** The total consideration amount is inclusive of the Allotment amount already paid by the Purchaser(s) to the Developer/Vendor towards the said unit/flat more fully and more particularly described in the Schedule **“A - II”** mentioned property.
- (XVII)** In addition to the payment of the total consideration amount inclusive of GST, all other taxes which consists of tax paid or payable by way of value added tax and all levies duties, cesses, impositions, direct and other indirect taxes as applicable and levied by the Central Government and/or State Government and/or any local, public, or any statutory bodies or authority in connection with the construction and carried out of the project and also with respect to the said flat and appurtenances shall be borne or paid by the Purchaser(s) herein and the Developer/Vendor shall not be liable to pay the same or any part thereof. However if there is any increase in any of the taxes etc. after the expiry of the schedule date of completion as per registration with the competent authority which shall include extension of registration if any granted by the competent authority as per the West Bengal Real Estate Regulatory Authority (WBREERA) under The Real Estate (Regulation and Development) Act, 2016 as amended. The same shall not be charged from the Purchaser(s).
- (ii)** The Purchaser(s) shall pay all other charges in accordance with schedule C-II and III more fully and more particularly mentioned herein below within time and in the manner specified and in respect to it the Developer/Vendor shall raise demands from time to time and if any such tax, cess, outgoing rate is extended then the Developer/Vendor shall also provide the details of taxes paid and/or demanded along with the Act/Rules/Regulations/Notifications/Circulars etc. with dates from which such have become effective.
- (iii)** If the Purchaser(s) is taking any financial assistance or housing loan from any Bank or financial institution the Developer/Vendor shall act in accordance with the instructions of such Bank and financial institutions in terms of the agreement between the Purchaser(s) and Bank or financial institutions subject to such Bank or financial institutions shall be required to disburse or pay all such amount due and payable to the Developer/Vendor under this agreement and in no event the Developer/Vendors shall assume any liability and/or responsibility for any loan or financial assistance which may have been granted to the Purchaser(s) from such Bank or financial institutions.
- (iv)** In the event of any delay and/or default on part of the Purchaser(s) in making payment of any GST, VAT, TDS or any other tax, levies, cesses, etc. then without prejudice to any other rights or remedies available to the Developer/Vendor under this agreement or under any applicable law the Developer/Vendor shall be entitled to adjust against any subsequent amount received from the Purchaser(s) the said unpaid tax, levies, cesses, etc. alongwith interest, penalty, etc. payable thereon from the due date till the date of adjustment.
- 36.** In case of failure of any payment by the Allottee to the Promoter/Developer an element of interest shall have to be paid by the Allottee to the Promoter/Developer over and above all fixed fine(s) and/or penalty(ies) mentioned herein at the rate of the State Bank of India's Prime Lending Rate plus two percent (2%) per annum. In case of any delay of payment of the Allottee such interest element also to be paid in the manner stipulated hereinabove. All bills and/or demands raised by the Developer/Vendor shall be paid by the Purchaser within 7 days from the date of

the bill and/or demand. And if such payment will not be made with the above stipulated period of 15 days, delay payment charges shall be applicable day by day basis on and from the 8<sup>th</sup> day onwards.

**37. FURTHER CONSTRUCTION :**

- (i) The whole property is being developed in phase by phase manner by constructing multiples building thereon. The Developer/Vendor shall be entitled to develop the rest of the property as deem fit by the Developer/Vendor in accordance with the approvals and permissions as issued from time to time and the Purchaser(s) herein has agreed to purchase the said unit/flat based on such unfettered rights of the Developer/Vendor in this regard.
- (ii) The Developer/Vendor has already informed the Purchaser(s) that there will be common access road, street lights, common recreation space, passages, electricity, telephone, cables, water lines, gas pipe lines, sewerage and drainage lines, sewerage treatment plant and other common amenities and conveniences which will be in common with the whole Schedule “A” property and the Purchaser(s) alongwith other flat owners of the whole project shall share such expenses and charges as also maintenance charges proportionately. Such proportionate charges shall be payable by each flat owners including the Purchaser(s) herein and the proportionate charge that is to be paid shall be determined by the Developer/Vendor and the Purchaser(s) agrees to pay the same regularly without raising any dispute or objection with regard thereto.
- (iii) The Developer/Vendor has presently contemplated to develop the proposed adjoining land and shall be entitled to amalgamate the rest of the property with proposed adjoining land or otherwise and may also develop such lands in phase by phase manner. The Purchaser(s) hereby irrevocably express his/her/its/ their consent to the Developer/Vendor for carrying out such amendments, alterations, modifications, improvisation or variation in the said building for the purpose of construction by the Developer/Vendor so long as the total area of the said unit/flat and the specifications, amenities, fixtures and fittings attached thereto are not decreased or hampered. This consent of the Purchaser(s) shall be considered and contemplated under the relevant provision West Bengal Real Estate Regulatory Authority (WBREERA) under The Real Estate (Regulation and Development) Act, 2016 as amended. The Purchaser(s) shall not raise any objection or cause any hindrance in such development or construction by the Developer/Vendor on grounds of noise or air pollution, inconvenience, annoyance, old age or otherwise on the ground that the atmosphere, light, air and/or ventilation to the said flat and/or in the said building being affected by such. Further the Purchaser(s) hereby agrees to give all facilities and co-operation to the Developer/Vendor as may require from time to time both before and after taking possession of the said apartment and to enable and support the Developer/Vendor to complete such construction work smoothly and as envisaged by the Developer/Vendor.
- (iv) The Purchaser(s) is also aware that the Developer/Vendor shall designate certain common area, facilities and amenities exclusively for it and which may be available to and usable by such person or persons as the Developer/Vendor may in its sole discretion deem fit which may or may not include the flat owners of Phase – I and II or the Purchaser(s) herein.
- (v) The Purchaser(s) shall have at no time demand for partition of the said unit/flat and appurtenances and/or the said block/building in the whole project.
- (vi) This is agreed by and between the parties that in future the Developer reserves its rights to bring expansion project in the complex and/or in both side of the complex according to him/her/their convenience which will be no way objected by the

Purchaser(s). In such case of the expansion project, the main gate, the exit gate, passages, entries and exits, water supply system, sewerage system, LT and HT power supply system, electricity connections of the instant project shall be the part of the extension project. In such situation the Purchaser(s) shall never raise any objection.

### **38. POSSESSION :**

- (i) The Purchaser(s) herein shall not make any kind of transfer of the said unit/flat to any third party until 18 months from the date of signing of the Agreement for Sale in favour of any third party which is considered to be the Lock-in-Period. After the said 18 months the Purchaser(s) subject to the written consent of the Developer/Vendor is entitled to transfer the said unit(s)/flat(s) and a sum of Rs. 100,000/- (Rupees One lakh ) only as Transfer Amount will be applicable per unit/flat and has to be paid to the Developer.
- (ii) The Purchaser(s) has already accepted the date of completion however if the said unit/flat is made ready prior to the completion date the Purchaser(s) undertakes and covenant and confirms not to raise any objection to the consequent preponement of his/her/their/its payment obligations having clearly agreed and understood that the payment obligation of the Purchaser(s) are linked inter-alia with the progress of the construction and saying is not time linked.
- (iii) On and from the Possession Date of \_\_\_\_\_ the Purchaser has agreed that it shall:
  - a. Regularly and punctually make payment of the proportionate share of municipal rates taxes and other outgoings of whatsoever nature payable in respect of the said Apartment and Properties Appurtenant Thereto as a whole and proportionately for the building and common parts.
  - b. Regularly and punctually make payment of the maintenance charges payable in respect of the said Unit to the Vendor and upon appointment of the Facility Management Company (hereinafter referred to as the FMC) to such FMC or Holding Organisation as the case may be as hereinafter provided. The Purchaser acknowledges that the obligations of regular and timely payment of such maintenance charges is a must and in the event of any default on the part of the Purchaser in making regular and timely to adversely affect the rights and interest of other owners and/or occupiers of various other apartment owners in the said building.
  - c. The Vendor and/or the Holding Organisation and/or FMC will estimate every year what it thinks the estimate for providing the services (including insurance) during the year (Maintenance Charges Estimates) and such Maintenance Charges Estimates may be revised during the year and the Purchaser shall have to make payment of such estimated amount in advance and in one shot in respect of its share (hereinafter referred to as the **MAINTENANCE CHARGES**) the amount so estimated.
  - d. In case of any transfer of Apartment after taking possession, the Purchaser shall be bound to take a No Objection from the Promoter/Facility Management Company /Holding Organisation. The Promoter/Facility Management Company/Holding Organisation will be bound to give such No Objection to the said Purchase subject to clearance of the maintenance charges and other charges due, if any, at the time of such transfer.

### **CONTROL AND MAINTENANCE OF COMMON PARTS - PAYMENT OF COMMON AREA MAINTENANCE CHARGES**

- a. For the purpose of looking after the common parts and portions and for rendition of common services the Vendor shall be entitled to appoint a Facility Management Company (hereinafter referred to as the FMC) on such terms and conditions as the Vendors in its absolute discretion may deem fit and proper and in addition to the payment of Common Area Maintenance Charges the Purchasers shall be liable to make payment of the said Management Fee till the formation of the Holding Organisation legally.
  - b. The control and management of the common parts and portions of the building shall remain vested with the Facility Management Company (FMC) as and when such FMC is appointed and upon formation of the Holding Organisation with such Holding Organization subject to the right of the Purchaser to use the common parts and portions in common with other units owners and/or occupiers of the said building. The said FMC will remain responsible for looking after the common parts and portions and the purchaser agree not to interfere in the FMC remaining in control of the common parts and portions.
  - c. The said FMC and/or Holding organisation may only be replaced by the consent of 80% (eighty percent) or more of the flat owners of the Complex in terms of total flats held. The FMC being a professionally run organization, shall not be liable to share or render its accounts and shall be at liberty to make profit of upto 15% which will be included with the Common Area Maintenance Charges to be paid as and by way of maintenance expenses (hereinafter referred to as the MAINTENANCE FEE) and the Purchaser shall be liable to make payment of such Common Area Maintenance Charges which will include the said Maintenance Fee in advance and in one shot without any abatement or deduction on any account whatsoever or howsoever. The calculation of the maintenance fee will be tentative and futuristic in approach and shall be fixed by the Promoter and/or Holding Organisation and/or FMC.
  - d. The Purchaser acknowledges that timely payment of Common Area Maintenance charges is a must and in the event of any delay the same is likely to adversely affect the interest of the other flat owners in the said building and if such Common Area Maintenance Charges shall remain in arrears for a period of 60 days then and in that event in addition to making payment of interest at the rate of 15% per annum the Vendor and/or Adhoc Committee shall be entitled to and the Purchaser hereby consents:
    - (i) Disconnect the supply of water to the said Unit.
    - (ii) Disconnect the supply of electricity.
    - (iii) Withdraw all utilities including generator facilities.
  - e. And the same shall not be restored until such time the Purchaser had made payment of all amount lying in arrears together with interest accrued due thereon and such penal interest as may be determined from time to time including a sum of Rs. 5000/- (Rupees Five Thousand) only as and by way of restoration charges.
  - f. For the purpose of withdrawal and/or suspension of the said facilities and/or utilities it will not be necessary for the Vendor and/or FMC and/or Holding Organisation to serve any notice, in writing and the Purchaser hereby waives the right to receive such notice.
- 39. ADHOC COMMITTEE** - Until the formation of the said Holding Organisation, the Vendor may form an Adhoc Committee comprising of 3 (Three) Unit owners (hereinafter referred to as the ADHOC COMMITTEE) to be nominated by the vendor

and such Adhoc Committee shall be deemed to be the representative body of all the Unit owners of the said Building and this committee shall be solely responsible for the formation of the Holding Organization and upon formation of the said Holding Organisation the said Adhoc Committee shall stand dissolved.

#### **40. ROOF AND OTHER AREAS**

- (i) It is hereby made expressly clear and agreed that the ultimate Roof of the building where on various installations such as water tank, dish antennae and other utilities are installed shall be deemed to be the Roof on the said building (hereinafter referred to as the ROOF).
- (ii) The Purchaser shall have the limited right of access to the said roof for the purpose of carrying out repairs and/or replacement of the said installations and hereby confirm that he/she/it not have any right over and in respect of any open terraces, balconies and verandahs and in any event waive and disclaim all rights over and in respect thereof.

### **SCHEDULE 'A' REFERRED TO HEREINABOVE**

#### **PART - I**

##### **(LAND)**

ALL THAT piece and parcel of land admeasuring about 4.818 acres more or less in Mouza - Dakshin Dhupjhora, J.L. No. 28, L.R. Khatian No. 1203, P.S. Matiali, Batabari, GramPanchayet - II, within the office of the ADSR - Mal, District - Jalpaiguri, Pargana- North Moynaguri, Pin - 735206 lying and situate at Dag Nos. which are as follows :

L.R. Dag No. 537= 0.42 acres more or less  
 L.R. Dag No. 539= 0.23 acres more or less  
 L.R. Dag No. 540= 0.095 acres more or less  
 L.R. Dag No. 541= 0.22 acres more or less  
 L.R. Dag No. 542= 0.96 acres more or less  
 L.R. Dag No. 543= 0.195 acres more or less  
 L.R. Dag No. 544= 2.528 acres more or less  
 L.R. Dag No. 545= 0.17 acres more or less

**Total = 4.818 acres more or less**

Butted and Bounded by:

North: By Canal, 10 Meter Common Passage (Part) and Plot No. 3.

South: By Black Top Road.

East: By L.R. Plot Nos. 544 (P) and 545 (P), Plots of Bela Infrastructure Pvt Ltd

West: By Canal and 10 Meter Common Passage.

#### **PART - II**

##### **(FLAT)**

ALL THAT piece and parcel of one self contained residential flat admeasuring carpet area of \_\_\_\_sq. ft corresponding to the \_\_\_\_sq. ft. Super built up Area more or less including proportionate share of common areas and etc., on \_\_\_\_ Floor, Block No \_\_\_\_, being Flat No. \_\_\_\_ of the \_\_\_\_ storied building constructed on the Schedule-A mentioned

property consisting of \_\_\_\_ Bedroom, \_\_\_\_ common room with \_\_\_\_ pantry, \_\_\_\_ toilet and \_\_\_\_ balcony, having \_\_\_\_ flooring and with/without open car parking space and with proportionate share of land and all fittings and fixtures and all rights in all common services, passages and common facilities of the building together with easement rights. No provision for lift. The Property is on road (40 ft. wide).

### **PART - III**

#### **(DEVOLUTION OF TITLE)**

ALL THAT piece and parcel of land admeasuring about 4.818 acres more or less in Mouza - Dakshin Dhupjhora, J.L. No. 28, L.R. Khatian No. 1203, P.S. Matiali, Batabari, Gram Panchayet - II, within the office of the ADSR - Mal, District - Jalpaiguri, Pargana- North Moynaguri, Pin - 735206 lying and situate at Dag Nos. L.R. Dag No. 537= 0.42 acres more or less, L.R. Dag No. 539= 0.23 acres more or less, L.R. Dag No. 540= 0.095 acres more or less, L.R. Dag No. 541= 0.22 acres more or less, L.R. Dag No. 542= 0.96 acres more or less, L.R. Dag No. 543= 0.195 acres more or less, L.R. Dag No. 544= 2.528 acres more or less, L.R. Dag No. 545= 0.17 acres more or less.

One M/S SREE BALAJI is the absolute owner of land measuring 4.818 acres by virtue of various Deed of Conveyance detailed are as follows:-

1. Sri Sanjib Samadder and M/S Sree Balaji had entered into a Registered Deed of Conveyance, dated 24<sup>th</sup> January 2018, with M/S. Sree Balaji for the abovementioned property admeasuring about 2.50 acres more or less lying and situate at Mouza Dakshin Dhupjhora, J.L. No. 28, L.R. Dag No. 540 - 0.40 acres more or less, L.R. Dag No 541 - 0.28 acres more or less, L.R. Dag No. 542 - 0.85 acres more or less, L.R. Dag No. 543 - 0.12 acres more or less, L.R. Dag No. 544 - 0.85 acres more or less, Khatian No. 577, within the jurisdiction of Matialli Police Station and within the limit of Batabari Gram Panchyat - II, ADSR Mal Bazar, and District Jalpaiguri, Pin - 735206 and which was duly recorded in the Book No. I, Volume No. 1903-2018, Page from 9499 to 9532, Being No.190300148 for the year 2018, before the office of ARA -III, Kolkata.
2. Sri Pitrush Kumar Agarwal and Sri Rishiraj Bansal jointly and M/s Sree Balaji entered into a Registered Deed of Conveyance on or about 24<sup>th</sup> September, 2018 for the **ALL THAT** piece and parcel of land admeasuring 269 decimals more or less in Mouza - Dakshin Dhupjhora, J.L. No. 28, Touzi No. 84, P.S. - Matelli, Matialli - Batabari Gram Panchayat II, within the office of the A.D.S.R. Mal, District Jalpaiguri, Pargana - North Maynaguri, Pin - 735206.

From **SRI PITRUSH KUMAR AGARWAL** (from Deed No. I - 00030 for the year 2012, Deed No. I - 702 for the year 2018 and from Khatian No. 907)

**ALL THAT** piece and parcel of land admeasuring 209 decimal more or less lying and situate in Mouza - Dakshin Dhupjhora, J.L. No. 28, Touzi No. 84, P.S. - Matelli, Matialli - Batabari Gram Panchayat II, within the office of the A.D.S.R. Mal, District Jalpaiguri, Pargana - North Maynaguri, Pin - 735206

In L.R. Dag No. 539 - 21 decimal more or less

In L.R. Dag No. 540 - 03 decimal more or less

In L.R. Dag No. 541 - 07 decimal more or less

In L.R. Dag No. 542 - 11 decimal more or less

In L.R. Dag No. 543 - 01 decimal more or less

In L.R. Dag No. 544 - 160 decimal more or less

In L.R. Dag No. 545 - 06 decimal more or less

**AND**

**ALL THAT** piece and parcel of land admeasuring 60 decimal more or less in Mouza – Dakshin Dhupjhora, J.L. No. 28, Touzi No. 84, P.S. – Matelli, Matiali - Batabari Gram Panchayat II, within the office of the A.D.S.R. Mal, District Jalpaiguri, Pargana - North Maynaguri, Pin – 735206.

From **SRI RISHIRAJ BANSAL** (from Deed No. I - 00031 for the year 2012, Deed No. I - 704 for the year 2018 and from Khatian No. 908)

In L.R. Dag No. 537 - 42 decimal more or less

In L.R. Dag No. 539 - 02 decimal more or less

In L.R. Dag No. 540 - 04 decimal more or less

In L.R. Dag No. 541 - 04 decimal more or less

In L.R. Dag No. 542 - 06 decimal more or less

In L.R. Dag No. 543 - 02 decimal more or less

which was registered, before the office of ADSR Mal, District – Jalpaiguri and was duly recorded in Book No. I, Volume No. 0710-2018, Page from 13360 to 13410, Being No. 071000717 for the year 2018.

3. Further a subsequent Deed of Declaration was entered into by and between said Pitruash Kumar Agarwal, Rishiraj Bansal and M/S Sree Balaji represented by its Proprietor Sri Manab Paul on or about 01<sup>st</sup> October, 2018 and which was duly registered before the Office of the Additional District Sub-Registrar at Mal, District – Jalpaiguri and recorded in Book No. I, Volume No. 0710-2018, Pages from 13709 - 13732, Being No. 071000728 for the year 2018.
4. JinatulBakie, Shahera Siddique, Md. RezaulBakie and M/s Sree Balaji, represented by its Proprietor Sri Manab Paul, herein entered into a Registered Deed of Conveyance, executed on or about 1<sup>st</sup> October, 2018 which was registered before the office of ADSR Mal, District – Jalpaiguri for the abovementioned property admeasuring about 17 decimal more or less, lying and situated in Mouza - Dakshin Dhupjhora, in L.R. Dag No. 540, L.R. Dag No. 542 and L.R. Dag No. 543, which was recorded in Book No. I, Volume No. 0710-2018, Page from 13664 to 13708, Being No. 071000730 for the year 2018.
5. Sri Pitruash Kumar Agarwal and Sri Rishiraj Bansal jointly and M/s Sree Balaji herein entered into a Registered Deed of Conveyance executed on or about 19<sup>th</sup> February, 2019 for **ALL THAT** piece and parcel of land admeasuring about 38 decimals of land, lying and situated in Mouza - Dakshin Dhupjhora, in L.R. Dag No. 544 and L.R. Dag No. 545, before the office of ADSR Mal, District – Jalpaiguri and which was duly recorded in Book No. I, Volume No. 0710-2019, Page from 2921 to 2962, Being No. 071000157 for the year 2019.
6. Further a subsequent Deed of Declaration was entered into by and between said Jinatul Bakie, Shahera Siddique, Md. RezaulBakie and M/s Sree Balaji represented by

its Proprietor Sri Manab Paul on or about 23.04.2019 and which was duly registered before the Office of the Additional District Sub-Registrar at Mal, District - Jalpaiguri and recorded in Book No. I, Volume No. 0710-2019, Pages from 6323 to 6349, Being No. 071000327 for the year 2019.

**SCHEDULE 'B'**

**(FLOOR PLAN)**

**\*\*\*\* DRAWING OF FLOOR PLAN\*\*\*\***

**SCHEDULE 'C'**

**(PAYMENT PLAN)**

**(I)**

<b>Sl. No.</b>	<b>Terms and Expressions</b>	<b>Cost inclusive of GST</b>
1.	Unit Cost	
	Total	

**(PAYMENT PLAN)**

**(II)**

**Schedule of Payment of the Sale Price as payable by the  
Allottee/s/Transferee/s**

<b>Sl. No.</b>	<b>Payment Schedule</b>	<b>Amount</b>
1.	BOOKING	_____
2.	ALLOTMENT	_____
3.	AGREEMENT FOR SALE	_____
4.	FOUNDATION	_____
5.	FIRST CASTING	_____
6.	SECOND CASTING	_____
7.	THIRD CASTING	_____
8.	FOURTH CASTING	_____
9.	BRICKWORK	_____
10.	FLOORING	_____



11.	POSSESSION/REGISTRATION	_____
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**(PAYMENT PLAN)****(III)****The amount to be paid by the Allottee/Transferee on account of Extra Charges**

<b>Electricity:</b> obtaining HT/LT electricity supply from the supply agency, of the said Apartment, to the Developer.	Rs.
<b>Electricity Meter for Common Areas:</b> security deposit and all other billed charges of the supply agency for providing electricity/meter to the Common Areas, proportionately, to the Developer.	Rs.
<b>Generator:</b> one time cost for the stand-by power supply to the Said Unit from diesel generators @ Rs. - _____/- (Rupees _____) only to the Developer. Two points (100 watts maximum) for each flat available during the power cut only.	Rs.
<b>Legal Fees, Stamp Duty and Registration Costs:</b> fees of Debasish Roy Chowdhury, Advocate (Legal Advisors), who have drawn this Agreement and shall draw all further documents. The total fee of Rs. _____/- (Rupees Twenty Thousands) only to be paid as follows:-  1. For Agreement for Sale - Rs. _____/- (_____ ) only. 2. For Deed of Conveyance - Rs. _____/- (_____ ) , only.  All other fee for Stamp Duty, Registration Fee and all other fixed misc. expenses and incidental charges shall be borne and paid by the Purchaser (s) actual over and above the fee mentioned hereinabove.	Rs.
<b>Consolidated Deposit for Sinking Fund and Maintenance:</b> Simultaneously with the payment of the last installment of the Total Price, the Allottee/Transferee shall pay to the Developer a deposit of Rs. ____/- (Rupees Fifteen Thousand) only for every single Unit towards <b>Sinking Fund Deposit</b> and <b>Maintenance Deposit</b> till the date of formation of the Holding Organisation legally. All these payments shall be paid to the Developer are deemed to the tune of failure of payment of common area maintenance and for any emergency expenses to keep the complex maintained and running. This deposit is interest free.	Rs.

**SCHEDULE 'D'****(SPECIFICATIONS, AMENITIES & FACILITIES)****Structure**

Earthquake resistant RCC framed construction with infill brick walls

**Internal Walls**

Cement plastering overlaid with smooth, impressive plaster-of-paris

**Doors**

Doors with M S frames and solid core flush doors

**Windows**

Colored anodized aluminum sliding window.

**Flooring**

Quality Vitrified Tiles in all rooms, Anti Skid Ceramic Tiles in Toilets

**Pantry**

Mat finish Ceramic tile flooring , Counter top Granite with steel sink. Dado ceramic tiles up to a height of 2 feet from the counter top

**Sanitary Ware**

White high quality porcelain fittings of reputed make. Chromium plated fitting of good quality with ISI mark.

**Toilet**

Hot & Cold toilet, Mat finish ceramic tile flooring. Dado ceramic tiles up to a height of door height .

**Electricals**

Superior quality concealed copper wiring with the best standard modular type switches and miniature circuit breakers .One AC , Geyser & 15 Amp. power point will be provided in pantry area .

**Water**

Uninterrupted water supply

**Exterior**

Latest waterproof non-fading exterior finish of the highest quality

**Stair & Lobby**

Decorated Ceramic Tile with MS railing

**SCHEDULE 'E' ABOVE REFERRED TO**

**(COMMON AREAS, AMENITIES AND FACILITIES)**

1. All stair-case on all the floors of the said building.
2. Common passage including main entrance on the Ground Floor leading to all floors and also leading to the vacant roof.
3. All common spaces together with common land with all right, liberties, easements and privileges and appendages and appurtenances as enjoyed by the Co-owners.
4. Water pump, overhead water tank and water supply line, Municipality water line and connection, reservoir.
5. Electricity service and electricity main line wiring and electrical lightings.
6. Drainage and sewerage, septic tank and other common spaces of the Ground Floor.
7. Walls of the flat(s) and main structure of the building.
8. Boundary walls and main gate (the main gate /exit gate with the common area/roads stretched from the main gate to the extension of the project shall be common for the existing and extended project).
9. Such other common parts, like equipments installation, fixtures and fittings and spaces in or about the said building.
10. Vacant space of the premises (excluding the area of the club).

**IN WITNESS WHERE OF** parties hereinabove named have set their respective hands and signed this Agreement for Sale at Kolkata in 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:

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

Promoter / Constituted Attorney:

Signature: \_\_\_\_\_  
Name:  
Address:

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

**WITNESSES:**

(1) Signature: \_\_\_\_\_  
Name:  
Address:

(2) Signature: \_\_\_\_\_  
Name:  
Address:

Drafted by:

Tathagata Ray  
LLB (Leeds, UK)  
Advocate  
High Court, Calcutta  
35A, Old Ballygunge First Lane,  
Kolkata – 700019  
**WB/636/1998**

**MEMO OF CONSIDERATION**

Received of and from the within named Purchaser(s) within mentioned the advance sum of **Rs.** \_\_\_\_\_/- (Rupees \_\_\_\_\_) only including GST amount **Rs.** \_\_\_\_\_/- (Rupees \_\_\_\_\_) only for the remaining payment towards the said flat (s) on the \_\_\_\_\_ **Floor, Block No \_\_, being Flat(s) No. \_\_** of the building lying and situated in District Jalpaiguri, Police Station - Matiali, Additional District Sub - Registry Office Mal Bazar, Mouza - Dakshin Dhupjhora, more fully described in the Schedule mentioned hereinabove and the balance payment by the following post dated Cheque furnished below.

<b>Cheque No.</b>	<b>Bank</b>	<b>Branch</b>	<b>Date</b>	<b>Cheque Amount in Rs.</b>	<b>On account of the flat</b>	<b>GST (Rs.) on Flat</b>
Payment made as advance to the flat						

Promoter / Constituted Attorney:

Signature: \_\_\_\_\_

Name:

Address:

**DATED THIS THE ..... DAY OF \_\_\_\_\_ 2023**



**MR.** \_\_\_\_\_

**PAN** \_\_\_\_\_

**MRS.** \_\_\_\_\_

**PAN** \_\_\_\_\_

..... **PURCHASER(S)**

**AND**

**M/S. SREE BALAJI  
REPRESENTED BY  
IT'S CONSTITUTED ATTORNEY  
SRI PRASANTA KUMAR BHAKTA  
PAN - BKMPB6123N**

..... **DEVELOPER/VENDOR**

# AGREEMENT FOR SALE

## “PANTHANIWAS DOOARS”

### PHASE III

**Block \_\_\_\_\_, Flat(s) - \_\_\_\_\_, \_\_\_\_\_ Floor**

**DEBASISH ROY CHOWDHURY**  
**Advocate**  
**8, Old Post Office Street,**  
**Ground Floor,**  
**Kolkata – 700 001**  
**Phone: 033 2242 8649**