

**1. NATURE OF DOCUMENT: AGREEMENT FOR SALE**

**2. DATE:**

THIS **Agreement for Sale** is made on this ..... Day of .....  
Year

**BETWEEN**

**A. THE HANUMAN ESTATES LIMITED (PAN- AABCT1975B)** having registered office at 8, B.B.D. Bagh East, Kolkata- 700001 represented by its constituted Attorney **MR. KANCHAN BACHAR (PAN- BGRPB8908A, AADHAR- 8221 3729 7226)** S/o Rabin Bachar by faith Hindu, by Occupation- Service, by Nationality- Indian presently residing at Village Podrah, P.O.- Podrah, P.S.- Sankrail, Satyen Bose Podrah Jagrata Balak Sangha, Howrah- 711109 and working for gain at **THE HANUMAN ESTATES LIMITED** hereinafter referred to as **VENDORS** (which expression shall unless it be repugnant to the context or meaning thereof include their respective heirs, executors, administrators and assigns) of the **FIRST PART.**

**AND**

**B. -----**  
hereinafter referred to as the **PURCHASER** (which expression shall unless it be repugnant to the context or meaning thereof include their respective heirs, executors, administrators and assigns) of the **SECOND PART.**

**C. DEVOLUTION OF TITLE:**

- i. That One Moulvi Eshaq Molla seized and possessed **ALL THAT** piece and parcel of Banijik Abasan land measuring about 160 Decimal comprised in Mouza- Podrah, Block- Sankrail, L.R. Khatian No. 2134, J.L. 38, L.R. Dag No. 649 and 651 within the Jurisdiction of P.S. Sankrail in the District of Howrah, Gram Panchayat- Thanamakua A.D.S.R Domjur, Pin- 711109 (hereinafter referred to as the said flat)

morefully described in the Schedule A hereunder by way of inheritance.

- ii. That the said Moulvi Eshaq Molla died intestate leaving behind his 2 sons Noor Mohammad Molla and Abdul Wahab Molla.
- iii. That the said Noor Mohammad Molla and Abdul Wahab Molla acquired and became the Absolute owner of All that said land free from all the encumbrances.
- iv. That in need of money the said Moulvi Eshaq Molla and Abdul Wahab Molla sold, conveyed and transferred all that said land in favour of **The Hanuman Estates Limited** the vendor herein vide registered deed being no. 1262 for the year 1947 recorded in Book-I, Volume no. 21 from pages 131 to 139 duly registered before the District Registrar at Howrah.
- v. That the vendor herein absolutely seized possessed and became the absolute owner of the said land and the said vendor herein after paying appropriate fees to the statutory department mutated the said name in its name.
- vi. That the Vendor herein intended to develop the said land to construct a multistoried residential complex namely "**The Hanuman Complex**" (hereinafter referred to as the said Project) on the said land vide sanction plan being memo no. 65/B2/HJP/E4 obtained from the Howrah Zilla Parishad and also obtained all the Statutory licenses required for the development of the said project.
- vii. That the Purchaser approached the Vendor herein and executed an Agreement for sale dated..... to purchase

**All that** Residential Flat being no..... measuring about.....super built up area be the same or little more or less on the .....floor.....block..... comprised of..... bedroom ....bathroom .....living cum dinning room and .....balcony (hereinafter referred to as the said flat) morefully described in the Schedule B hereto free from all the encumbrances standing the said land morefully described in the Schedule A hereto.

**WHEREAS:**

- A.** The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the promoter regarding the said premises which is more fully described in the **FIRST SCHEDULE** on which the building is to be constructed have been completed.
- B.** The Allottee had applied for a Flat in the building vide application dt..... for allotment of the said Flat (as hereinafter defined) described in the **SECOND SCHEDULE** hereunder written, and also herein below:
- C. All that Residential Flat being no..... measuring about.....super built up area be the same or little more or less on the .....floor.....block..... comprised of..... bedroom ....bathroom .....living cum dinning room and .....balcony together with the common areas and amenities free from all the encumbrances**
- D.** The Parties have gone through all the terms and conditions set out in this agreement and understood the mutual rights and obligations detailed herein.
- E.** The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications etc. applicable to the building.

- F.** The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement of the terms and Conditions appearing hereinafter.
- G.** In accordance with the terms and conditions set out in this Agreement and as mutually Agreed upon by and between the parties, the promoter hereby agrees to sale and the Allottee to purchase the said Flat.
- H.** The Allottee has examined and got himself/herself/themselves fully satisfied about the title of the promoters to the said premises and all legal incidents and matters in relation thereto and/or affecting the same, including those herein before recited and also hereinafter stated, and has accepted the same to be free from all encumbrances whatsoever and agrees and covenants not to raise any objection thereto or make any requisition in connection therewith.

The Allottee has also inspected the building plan sanctioned by the concerned authorities

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

**1. TERMS:**

- 1.1.** Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase the Flat mentioned in the schedule herein below.

**1.2.** The Total Price for the Flat based on the Super Built-up area of ..... is Rs. .... only (“Total Price”) as mentioned in Para- I of the THIRD SCHEDULE hereunder written. However the consideration value is subject to change in actual area either more or less i.e; on actual saleable area. Breakup of the consideration is as follows:

Head	Amount
Flat <b>bearing</b> ..... containing super built up area of ..... (Approx.) on the ..... of building namely <b>“The Hanuman Complex”</b> at ..... and described in the <b>First Schedule</b>	Rs. .... /-
Transformer Charge	Rs. .... /-
GST	As applicable by the Govt.
Electricity Meter	Borne by the Allottee.

Explanation:

- (i) The Total Price above includes the booking amount paid by the Allottee to the promoter towards the Flat.
- (ii) The Promoter shall periodically intimate to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/ levies etc. have

been imposed or become effective.

- (iii)** The Total Price of Flat includes recovery of price of land (proportionate share), construction of not only the Flat but also the common areas, internal development charges, external development charges, cost of providing electric wiring, electrical connectivity to the Flat, lift, water line and plumbing, finishing with POP/putty, Tiles, Doors and Windows.

**1.2.1** In addition to the total price aforesaid, the Allottee shall before the date of possession or the date of demand by the promoter whichever the earlier also pay the following amounts:

- a. Security Deposit:** Full amount of security deposit and other cost payable to electricity authority for obtaining electric meter, running maintenance etc.
- b. Formation of Association:** The Allottee shall pay towards formation of Association for maintenance of the Flat at their own cost.

**1.3 Payment Plan:** The Allottee shall make the payment as per the payment plan set out in the **THIRD SCHEDULE** hereunder written "**Payment Plan**". The payment shall be paid by the Allottee within a period of 1 (One) month after issuance of demand letter/ tax invoice by the Promoter as per the payment plan, if the Allottee fails to pay the demanded amount within the specified time the promoter shall charge penal interest at 18% per annum from the date of expiration of the One month period till the date of payment.

**1.4 Subject to clause no. 8 the promoter agrees and acknowledges, the Allottee shall have the right to the Flat as mentioned below:**

**1.4.1** The Allottee Shall have exclusive ownership of the Flat;

**1.4.2** The Allottee shall have undivided proportionate share in the common areas.

**1.5 Booking Amount:** The Allottee has paid a sum of Rs. 1,00,000/- (Rupees One Lakh) only as booking amount being part payment towards the total price of the Flat at the time of Application the receipt of which the promoter hereby acknowledges and the Allottee hereby Agrees to pay the remaining price of the Flat as prescribed in the payment plan.

**2. MODE OF PAYMENT:**

Subject to the terms of the Agreement and the promoter abiding by the construction milestones the Allottee shall make all the payments by cheques/pay orders/NEFT/ Demand Drafts drawn in the name of ..... or by online payments (as applicable) as follows:

Beneficiary Name:.....

Bank Name:.....

Account No.:.....



IFSC Code:.....

**It is to be noted that cheque payments are subject to realization only.**

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

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

The Promoter accepts no responsibility in this regard. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if

any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

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

The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

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

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

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

The Allottee has seen the specifications of the [Apartment/Plot] and accepted the Payment Plan, floor plans, layout plans [annexed along with this Agreement] which has been approved by the

competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the \_\_\_\_\_

[Please insert the relevant laws in force] and shall not have an option to make any variation /alteration /modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

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

### **7.1 Schedule for possession of the said [Apartment/Plot]:**

The Promoter agrees and understands that timely delivery of possession of the [Apartment/Plot] is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the [Apartment/Plot] on....., unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the [Apartment/Plot], provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes

impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 days from that date. After refund of the money paid by the Allottee, Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

**7.2 Procedure for taking possession** – The Promoter, upon obtaining the occupancy certificate\* from the competent authority shall offer in writing the possession of the [Apartment/Plot], to the Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter shall give possession of the [Apartment/Plot] to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter/association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within..... days of receiving the occupancy certificate\* of the Project.

**7.3 Failure Of Allottee To Take Possession Of The Flat:** Upon receiving a written intimation from the promoter as per Clause 3 the Allottee shall take the possession of the Flat from the promoter after necessary documentation. In Case the Allottee fails to take the possession within the time period given by the promoter such Allottee shall continue to

be liable to pay maintenance charges as mentioned in the FOURTH SCHEDULE hereunder.

**7.4 Possession by the Allottee** – After obtaining the occupancy certificate\* and handing over physical possession of the [Apartment/Plot] to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of the Allottees or the competent authority, as the case may be, as per the local laws.

**7.5 Cancellation by allottee:** The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act:

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

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

Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the [Apartment/Plot] (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or

(ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the [Apartment/Plot], with interest at the rate specified in the Rules within 45 days including compensation in the manner as provided under the Act. Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the [Apartment/Plot].

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

**8.1** The promoter hereby represents and warrants to the Allottee as follows:-

**8.1.1** The promoter has absolute, clear and marketable title with respect to the said land, the Promoter has requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said land for the project.

**8.1.2** The Promoter has lawful right to carry out development of the Building.

**8.1.3** There are no litigations pending before any Court of law or authority with respect to the said Premises, Building or the Flat.

**8.1.4** 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 intended to be created herein may prejudicially be affected.

**8.1.5** Time is the essence of the contract. The promoter hereby declares that the said Flat shall be completed within 18 months from the date of execution of this Agreement.

It is hereby agreed by the parties in addition to the expiration of 18 months completion period of the said Flat, grace period of 3 to 6 months is allowed to complete the said Flat otherwise the promoter shall pay penal interest @18% per annum from the date of default till the date of completion.

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

**9.1** In case of default by Promoter under the conditions listed above, the Allottee is entitled to the following:

**9.1.1** Stop making further payments to the Promoter as demanded by the promoter. If the Allottee stops making payment 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.

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

**9.2.1** In case the Allottee fails to make payments for demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottee shall be liable to pay the promoter on the unpaid amount at the rate prescribed in the Rules.

**9.2.2** In case of Default by the Allottee under the condition listed above continues for a period beyond 2 months after notice from the Promoters in this regard, the promoter may cancel the allotment of the Flat in favour of the Allottee and

refund the money paid to the Promoter by the Allottee after deducting the 20% of the total received amount received from the Allottee and the interest liabilities and this Agreement shall thereupon stand terminated and such refund shall be subject to sale of the Flat by the Promoter and the amounts have been received by the Promoter from the new transferee thereof.

**9.2.3** It is expressly understood and clarified that at anytime hereafter, the promoter shall be absolutely entitled to enter into any agreement or arrangement with the Allottee and/or Allottees to construct additional floor on such terms as be agreed by and between the promoters and the Allottee for such additional construction. In such event such additional floor added on the said building (hereinafter referred to as **“Extended Property”**) shall increase the scope and ambit of the development presently envisaged by the promoters and the proportionate share of the Allottee in the common areas and installations may stand varied owing to such additional construction for Extended Property.

In this case the Allottee shall not be entitled to raise any objection or dispute not to claim refund or reduction of the consideration from the promoters.

**9.2.4** It is further agreed by and between the parties that the shop or any commercial space can be sold and in the said building and also can use the common areas and amenities and the Allottee shall not raise any objection upon such usage.

**9.2.5** The name of the building shall always be known as **“Hanuman Complex”**.



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

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

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

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of the allottees. The cost of such maintenance has been included in the Total Price of the [Apartment/Plot].

*[Insert any other clauses in relation to maintenance of project, infrastructure and equipment]*

**12. DEFECT LIABILITY:**

It is agreed that in case any structural defect or any other defect

in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

**13. RIGHT 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 is/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 / association of allottees shall have rights of unrestricted access of all Common Areas, garages/closed parking's and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of allottees and/or maintenance agency to enter into the [Apartment/Plot] or any part thereof, after due notice and

during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

**15. USAGE:**

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

**16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:**

Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the [Apartment/Plot] at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the [Apartment/Plot], or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the [Apartment/Plot] and keep the [Apartment/Plot], its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain

the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized. The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the [Apartment/Plot] or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the [Apartment/Plot]. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of allottees and/or maintenance agency appointed by association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

**17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE:**

The Allottee is entering into this Agreement for the allotment of a [Apartment/Plot] with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular. That the Allottee hereby undertakes that he/she shall comply with and carry out, from time to time after he/she has taken over for occupation and use the said [Apartment/Plot], all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the [Apartment/Plot]/ at his/ her own cost.

**18. ADDITIONAL CONSTRUCTIONS:**

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan has been approved by the competent authority(ies) except for as provided in the Act.

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

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

**20. APARTMENT OWNERSHIP ACT:**

The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972. The Promoter showing compliance of various laws/regulations as applicable in the State of West Bengal.

**21. BINDING EFFECT:**

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

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

**22. ENTIRE AGREEMENT:**

This Agreement along with its schedules constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings any other agreements letter corresponding, arrangements whether written or oral if any, between the Parties in regard to the said Flat 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 Project shall equally be applicable to and enforceable against any subsequent Allottees of the [Apartment/Plot], in case of a transfer, as the said obligations go alongwith the [Apartment/Plot] for all intents

and purposes.

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

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

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

**26. SEVERABILITY:**

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonable 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/Plot] bears to the total carpet area of all the [Apartments/Plots] in the Project.

## **28. FURTHER ASSURANCES**

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

## **29. PLACE OF EXECUTION**

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

## **30. NOTICES:**

Unless otherwise expressly mentioned herein all notices to be served hereunder by any of the parties on the other shall be deemed to have been served if served by hand or sent by Registered Post with acknowledgement due at the address of the other party mentioned hereinabove or hereafter notified in writing and irrespective of any change of address or return of the sent by Registered Post without the same being served. None of the parties shall raise any objection as to service of the notice deemed to have been served as aforesaid.



**31. GOVERNING LAW:**

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act and the Rules and regulations made thereunder including other applicable laws of India for the time being in force.

**32. JOINT ALLOTTEES**

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

**33. DISPUTE RESOLUTION:**

**33.1** That any dispute or difference arising between the parties hereto relating to any matter the interpretation of this agreement shall be referred to arbitration, subject to the provisions of the Arbitration and Conciliation Act,1996 or any statutory modification or re-enactment thereof for the time being in force.

**33.2** The award given under the said arbitration shall be final and binding on the parties hereto.

**33.3** The parties agree that the decision shall be sole, exclusive and binding remedy between them regarding any and all disputes, controversies, claims and counter-claims presented to the arbitrators.

**33.4** If a decision is not complied with by either party, then any award or decision may be entered in a court of competent jurisdiction

for a judicial recognition of the decision and an order of enforcement.

### **SCHEDULES**

#### **THE FIRST SCHEDULE ABOVE REFERRED TO:** **(said premises)**

**ALL THAT** piece and parcel of Banijik Abasan land measuring about 160 Decimal comprised in Mouza- Podrah, Block- Sankrail, L.R. Khatian No. 2134, J.L. 38, L.R. Dag No. 649 and 651 within the Jurisdiction of P.S. Sankrail in the District of Howrah, Gram Panchayat- Thanamakua A.D.S.R Domjur, Pin- 711109.

**OR HOWSOEVER OTHERWISE** the same now are or is or heretofore were or was situate butted bounded called known numbered described or distinguished.

#### **THE SECOND SCHEDULE ABOVE REFERRED TO:** **(said Flat)**

**All that** Residential Flat being no..... measuring about.....super built up area be the same or little more or less on the .....floor.....block..... comprised of..... bedroom .....bathroom .....living cum dinning room and .....balcony in the complex namely "**Hanuman Complex**" together with the common areas and amenities free from all the encumbrances, which is inclusive of pro rata share in the Common Areas and installations and shown in the plan annexed hereto, duly bordered thereon in "**RED**".

**THE THIRD SCHEDULE ABOVE REFERRED TO:**  
**(Payment Plan)**

The amount mentioned in **PART-I** of this Fifth Schedule hereinabove shall be paid by the Allottee to the promoter by cheques/pay orders/NEFT/ Demand Drafts drawn in the name of **THE HANUMAN ESTATE LIMITED** or by online payments (as applicable) as follows:

<b>PARTICULARS</b>	<b>AMOUNT</b>
Booking Amount	...../- + GST
At the time of agreement	.....% of the flat value + GST
1st Floor Roof casting	.....% of the flat value + GST
2nd Floor Roof casting	.....% of the flat value + GST
3rd Floor Roof casting	.....% of the flat value + GST
4th Floor Roof casting	.....% of the flat value + GST
5th Floor Roof casting	.....% of the flat value + GST
Bricks Works	.....% of the flat value + GST
Plaster Works	.....% of the flat value + GST
Flooring	.....% of the flat value + GST
At the time of possession (Before registration)	.....% of the flat value + .....+ GST

**THE FOURTH SCHEDULE ABOVE REFERRED TO:**  
**(Specification, Amenities and Facilities of the Flat)**

<b>Foundation</b>	R.C.C frame structure with column, beam and slab arrangement with suitable foundation and R.C.C roof (As per sanctioned by Authority Concern)
<b>Walls</b>	Outer walls 8", divider walls 4" thick, all inside wall will be 4". Finished with plaster of paris.

<b>Floors</b>	All floors will be tiles. Floor with 4" skirting with bit.
<b>Windows</b>	All windows shall be window with grill with glass fittings.
<b>Doors</b>	All doors' frames will be of good wood and the shutter of the all doors will be made of flash doors with hatch bold, except toilet (Frame and shutter P.V.C. Made).
<b>Bed Rooms</b>	In each bed rooms Two light points, One 5 AMP plug point and One Fan Point
<b>Living room</b>	In living cum dining room consists of two light
<b>Dining room</b>	One 5 amp plug point on switch board, one TV plug point, 15 amp fridge plug point, one fan point, one white basin with water connection. One calling bell point beside the main door of the floor.
<b>Balcony</b>	Railing with 3' feet height. One light point and One 5 AMP plug point.
<b>Kitchen</b>	Kitchen platform will be 5' X 1.6" feet long of black stone finish with steel made sink, glazed tiles upto 3' feet height will be provided on and above cooking platform. One water point. One light point, one exhaust fan point.
<b>Toilet</b>	Glazed tiles finish up to 6' feet high from skirting level. Two water point one wall setting.
<b>Water Supply</b>	24 hours water supply via overhead tank through deep tube well.
<b>Electric Wirings</b>	All wirings will be concealed type. Adequate light point will be provided in the entire staircase for illumination.

<b>Lift</b>	Lift Facility provided by developer.
<b>Outside Walls</b>	Outside walls of the building will be finished sand, cement plaster with snow seam colour. Outside colour of the building will be selected by the developer.

**THE FIFTH SCHEDULE ABOVE REFERRED TO:**  
**(Specification, Amenities and Facilities of the Project)**

**Common Areas:-**

- a.** Entire Land Comprised in the said premises.
- b.** Foundations. Columns, Riders beam, Supporting main walls.
- c.** Corridor, Paths, passages
- d.** Roof of the building
- e.** Entire Staircase, Landings & Lift.
- f.** Boundary Walls, and free Entrance and Exit through the main gate of the premises& building.
- g.** Septic Tank.
- h.** Water Reservoirs (Overhead) with connection line from overhead tank to every flats.
- i.** Deep Tube well/ Municipal Water Connection Line.
- j.** Drains and Sewerages Line.
- k.** Water Pump set and its room.
- l.** Water and sewerage evacuation pipes from the flats to municipal drains.
- m.** Main Electric Line.
- n.** Space for electric meter and Letter box.
- o.** All plumbing, wirings and installation, fittings, fixtures in the common area or parts for user of the flats in common by the Co-owners of the said building.

**Amenities:-**

- a. Drinking Water
- b. Emergency Evacuation Door
- c. Fire Fighting facilities on each floor
- d. A community hall
- e. Staircase on all floors of the said buildings shall be used for all flat owners.
- f. Lift and space of the lift of the said building.
- g. Common passage on the ground floor.
- h. Water pump, overhead water tank, water pipes and other common plumbing's installation of the said flat.
- i. Drainage and sewerage.
- j. Motor pump sets and pump house.
- k. Boundary wall and main gates.
- l. Space for electric meter installation for the said flat.
- m. Such other equipment, installation, fixtures, fittings and spaces in or within same building comprised within the said premises as are necessary for passages to the users and occupiers of the said flats.
- n. Community play area.

**THE SIXTH SCHEDULE ABOVE REFERRED TO:****(Common Expenses)**

- 1. Common Areas and Installation:** All charges deposits for supply, operation and maintenance of common areas and installations.
- 2. Electricity:** All charges for the electricity consumed for the operation of the common areas, machineries and installations.

- 3. Maintenance:** All costs after handover of the possession of the said Flat for maintaining, cleaning, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, Lighting and renovating the common areas & installation of the premises, including the exterior or the interior (but not inside any Flat) walls of the buildings and in particular the top roof (only to the extent of leakage and drainage to the upper floors) shall be borne by the Allottee.
- 4. Operational:** All expenses for running, operating and installation including lifts, changeover switches, CCTV, EPABX, pumps and other common installations including their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the Common Areas & Installations of the premises, and also the costs of the repairing renovating and replacing the same and also including the costs/charges incurred for entering into “ Annual Maintenance Contracts” or other periodic maintenance contracts for the same.
- 5. Rates & Taxes:** Municipal Tax, Surcharges, Land Revenue, Khajna, Multistoried Building Tax, Water Tax and other levies in respect of the building and/or the premises save those separately assessed in respect of any Flat shall be paid by the Allottee.
- 6. Insurance:** Insurance premium, if incurred for insurance of the Buildings and also otherwise insuring the same against earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured).
- 7. Staff:** The salaries of and all other expenses of the caretaker to be employed for the common purposes, including his perquisites, bonus and other emoluments and benefits.

**8. Reserves:** Creation of funds for replacement, renovation and/or other periodic expenses.

**9. Others:** All other expenses and/or outgoings including litigation expenses as are incurred by the maintenance In- Charge for the common purposes.

**IN WITNESS THEREOF**, the parties here to have hereunto set and subscribed their respective hands, the day, month and year, first above written.

**SIGNED, EXECUTED and DELIVERED**

by the **PARTIES** in the presence of:

1.

-----  
**VENDOR**

2.

-----  
**ALLOTTEE**

Drafted by:

**For MB Advocates & Solicitors  
Advocate  
High Court Calcutta**



**RECEIPTS AND MEMO OF CONSIDERATION**

The Allottee has paid in advance for agreement of sale of the flat of **Rs.** \_\_\_\_\_/- (**Rupees** \_\_\_\_\_) in the following manner:

**M e m o**

<b>Cheque no.</b>	<b>Date</b>	<b>Payment made in favour of</b>	<b>Issued from (Bank)</b>	<b>Amount (Rs.)</b>
				Rs...../-
<b>TOTAL CONSIDERATION</b>				<b>Rs _____/-</b>

**Total:      Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_)**

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(Vendor)

W I T N E S S:

(1)

(2)