

AGREEMENT FOR SALE

This Agreement for Sale ("Agreement") executed on this day of October, 2024.

By and Between **(1) Smt Manju Surana**, Wife of Sri Bijay Singh Surana, by faith – Hindu, by occupation – Housewife, residing at C/O Shreechand Jain, 21/1, Ramlal Mukherjee Lane, P.S. Golabari, Dist. Howrah – 711106, **(2) Smt Sumitra Patel**, Wife of Sri Hasmukh Patel, by faith – Hindu, by occupation – Business, residing at 13/3, Dr. P.K. Banerjee Road, Howrah – 711101, **(3) Sri Santosh Kumar Sharma**, Son of late Satya Narayan Sharma, by faith – Hindu, by occupation – Retired, residing at 51, Kali Kumar Mukherjee Lane Howrah – 711102, **(4) Sri Sanwarmal Agarwal**, Son

SHREE SALASAR BUILDCON

Rajm h. Patel
Partner

of Late Nandlal Agarwal, by faith – Hindu, by occupation – Business, residing at 459, G.T. Road (S), P.S. Shibpur, Dist. Howrah, **(5) M/S Jai Narayan Developers Pvt. Ltd**, represented by its Director Sri Ramesh Kumar Gupta, Son of Sri Ramswarup Gupta, by faith – Hindu, by occupation – Business, having its registered office at 13/1, Ganguly Lane, Kolkata – 700007 **(6) M/S Tewari Brothers Mithaiwala Pvt. Ltd**, represented by its Director Sri Ramlal Tewari, Son of Sri Laxmikant Tewari, by faith – Hindu, by occupation – Business, having its registered office at 3A, Jagmohan Mullick Lane, Kolkata – 7, **(7) Sri Sadananda Dhara**, Son of Late Jahar lal Dhara, by faith – Hindu, by occupation – Business, residing at 24/2, Joy Narayan Babu Ananda Dutta Lane, P.S. Bantra, Howrah – 711101, & **(8) Sri Soumitra Shankar Shome**, Son of Late Samarendra Nath Shome, by faith – Hindu, By Nationality – Indian, by occupation - Service, residing at 3/4 Baje Shibpur 2nd bye Lane, Howrah – 711102, hereinafter collectively referred to as the **"LAND OWNERS"** represented by their lawful and constituted attorney through Development Power of Attorney namely **M/S. SHREE SALASAR BUILDCON** (PAN- ABICS2482A), a registered Partnership firm having its office at 8/5, Sitanath Banerjee Lane, P.S. Shibpur, Dist. Howrah 711 103, represented by its Partner **MR. RAKESH KUMAR MALU** (PAN- BQEPm9517P, Aadhaar No. 2128 8535 3973, Son of Late Dr. Manick Chand Malu, residing at 14/3, Tarapada Chatterjee Lane hereinafter referred to as the **"PROMOTER"** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean de its successor-in-interest, executors, administrators and permitted assignees)

AND

_____ hereinafter called the **"Allottee"** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees)

SHREE SALASAR BUILDCON

Rakesh K. Malu

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

TITLE OF THE PROPERTY

AND WHEREAS one Nagendra Nath Some purchased the entire property on 15th August, in the year 1917. He died leaving behind his wife Kusum Kumari Dasi and five sons viz. Harimohan Some, Satkari Some, Bhuban Mohan Some, Manoj Mohan Some and Lalit Mohan Some.

AND WHEREAS said Harimohan Some died leaving behind his two sons Sailendra Nath Some and Samarendra Nath Some as his legal heirs.

AND WHEREAS said Bhuban Mohan Some died leaving behind his two sons Prafulla Some and Sunil Kumar Some as his legal heirs.

AND WHEREAS said Lalit Mohan Some died leaving behind his three sons viz. Bishambhar Some, Biswarup Some and Robin Some and one daughter Puspa Some as his legal heirs.

AND WHEREAS said Manoj Mohan Some died leaving behind his three sons viz. Subal Some, Gopal Some and Madhab Some as legal heirs.

AND WHEREAS by virtue of Misc. case No. 25 of 1986 and Vide Order No. 26 dated 11.10.88 passed by the learned District Judge a Partition deed has been made where all the legal heirs got their undivided proportionate share of land and also they are permitted to transfer the debutter property in favour of the intending buyers.

AND WHEREAS all the landowners herein had purchased the schedule mentioned land from the erstwhile owners through several registered Deed of Conveyances mentioned herein below.

WHEREAS, the Owner No. 1 is by purchase acquired ownership of the piece and parcel of undivided land measuring about **03 Cottah 04 Chittack 34 Sq.feet** comprised in Howrah Municipal Corporation Holding No. 7, Ram Chandra Chatterjee Lane, P.S. Shibpur, Dist. Howrah within the jurisdiction of H.M.C Ward No. 32 and recorded in R.S Dag No. 23 & 26 under R.S. Khatian No. 28, J.L. No. 1, Sheet No. 67, Mouza & P.S. Shibpur, Dist. Howrah vide Deed No. I- 3479 & I- 4719 for the year 2012 registered in the office of D.S.R Howrah.

WHEREAS, the Owner No. 2 is by purchase acquired ownership of the piece and parcel of undivided land measuring about **02 Cottah 07 Chittack 25 Sq.feet** comprised in Howrah Municipal Corporation Holding No. 7, Ram Chandra Chatterjee Lane, P.S. Shibpur, Dist. Howrah within the jurisdiction of H.M.C Ward No. 32 and recorded in R.S Dag No. 23 & 26 under R.S. Khatian No. 28, J.L. No. 1, Sheet No. 67, Mouza & P.S. Shibpur, Dist. Howrah vide Deed No. I- 276, I- 277 & I- 305 for the year 2013 registered in the office of D.S.R Howrah.

WHEREAS , the Owner No. 3 is by purchase acquired ownership of the piece and parcel of undivided land measuring about **00 Cottah 15 Chittack 25 Sq.feet** comprised in Howrah Municipal Corporation Holding No. 7, Ram Chandra Chatterjee Lane, P.S. Shibpur, Dist. Howrah & **01 Cottah 03 Chittack 21 Sq.feet** comprised in Howrah Municipal Corporation Holding No. 3/2/2, Baje Shibpur 2nd Bye Lane, within the jurisdiction of H.M.C Ward No. 32 and recorded in R.S Dag No. 22, 23 & 26 under R.S. Khatian No. 28, J.L. No. 1, Sheet No. 67, Mouza & P.S. Shibpur, Dist. Howrah vide Deed No. I- 4593 and I- 2386 for the year 2013 registered in the office of D.S.R Howrah.

WHEREAS, the Owner No. 4 is by purchase acquired ownership of the piece and parcel of undivided land measuring about **03 Cottah 04 Chittack 10 Sq.feet** comprised in Howrah Municipal Corporation Holding No. 7, Ram Chandra Chatterjee Lane, P.S. Shibpur, Dist. Howrah within the jurisdiction of H.M.C Ward No. 32 and recorded in R.S Dag No. 23 & 26 under R.S. Khatian No. 28, J.L. No. 1, Sheet No. 67, Mouza & P.S. Shibpur, Dist. Howrah vide Deed No. I- 1965 & I- 2387 for the year 2013 registered in the office of D.S.R Howrah.

WHEREAS, the Owner No. 5 is by purchase acquired ownership of the piece and parcel of undivided land measuring about **02 Cottah 12 Chittack 00 Sq.feet** comprised in Howrah Municipal Corporation Holding No. 7, Ram Chandra Chatterjee Lane, P.S. Shibpur, Dist. Howrah within the jurisdiction of H.M.C Ward No. 32 and recorded in R.S Dag No. 23 & 26 under R.S. Khatian No. 28, J.L. No. 1, Sheet No. 67, Mouza & P.S. Shibpur, Dist. Howrah vide Deed No. I- 293 for the year 2013 registered in the office of D.S.R Howrah.

SHREE SALASAR BUILDCON-

Rohit K. Mah.

Partner

WHEREAS, the Owner No. 6 is by purchase acquired ownership of the piece and parcel of undivided land measuring about **05 Cottah 15 Chittack 33 Sq.feet** comprised in Howrah Municipal Corporation Holding No. 7, Ram Chandra Chatterjee Lane, P.S. Shibpur, Dist. Howrah within the jurisdiction of H.M.C Ward No. 32 and recorded in R.S Dag No. 23 & 26 under R.S. Khatian No. 28, J.L. No. 1, Sheet No. 67, Mouza & P.S. Shibpur, Dist. Howrah vide Deed No. I- 7293 for the year 2011 and Deed No. I- 1566 & I- 1567 for the year 2012 registered in the office of D.S.R Howrah.

WHEREAS, the Owner No. 7 is by purchase acquired ownership of the piece and parcel of undivided land measuring about **01 Cottah 03 Chittack 21 Sq.feet** comprised in Howrah Municipal Corporation Holding No. 3/2/2, Baje Shibpur 2nd Bye Lane, within the jurisdiction of H.M.C Ward No. 32 and recorded in R.S Dag No. 22, 23 & 26 under R.S. Khatian No. 28, J.L. No. 1, Sheet No. 67, Mouza & P.S. Shibpur, Dist. Howrah vide Deed No. I- 2386 for the year 2013 registered in the office of D.S.R Howrah.

WHEREAS, the Owner No. 8 is by purchase acquired ownership of the piece and parcel of undivided land measuring about **02 Cottah 01 Chittack 02 Sq.feet** comprised in Howrah Municipal Corporation Holding No. 7, Ram Chandra Chatterjee Lane, P.S. Shibpur, Dist. Howrah within the jurisdiction of H.M.C Ward No. 32 and recorded in R.S Dag No. 23 & 26 under R.S. Khatian No. 28, J.L. No. 1, Sheet No. 67, Mouza & P.S. Shibpur, Dist. Howrah by way of inheritance.

WHEREAS the owners herein by virtue of the above said separate deeds became the absolute and bonafide joint owners of all that piece and parcel of the entire land Comprised in Howrah Municipal Corporation Holding No. 7, Ram Chandra Chatterjee Lane, & 3/2/2, Baje Shibpur 2nd Bye Lane, within the jurisdiction of H.M.C Ward No. 32 and recorded in R.S Dag No. 22, 23 & 26 under R.S. Khatian No. 28, J.L. No. 1, Sheet No. 67, Mouza & P.S. Shibpur, Dist. Howrah. Subsequently at the time of mutation both the holdings are amalgamated and renumbered as 3/2/2, Baje Shibpur 2nd Bye Lane, Shibpur, Howrah – 711 103.

SHREE SALASAR BUILDCON

Rajesh K. K.

Partner

AND WHEREAS for better accommodation of the position of the Land Owners, they are interested to develop the said property by engaging developer.

AND WHEREAS for purpose of development of the said property the landowners and the said developer namely **M/S SHREE SALASAR BUILDCON** have executed one Registered Development Agreement dated 02.06.2016, recorded in Book No. I, Volume No. 0501-2016, Page Nos. 124403 to 124438. Being No. 04906 for the year 2016, before District Sub-Registrar, Howrah and for betterment of construction work and/or to sell the Developer's allocation also Registered Development Power of Attorney dated 10.06.2016, Being No. 05416 for the year 2016, before the District Sub-Registrar, Howrah.

AND WHEREAS by execution of the aforesaid Development Agreement and Power of Attorney, the land owners have engaged, appointed the above named developer for the purpose of development of the said property, as specifically described in the Schedule written herein below.

A. The Said Land is earmarked for the purpose of building a residential housing project, comprising G+3 multistoried apartment with 3 separate Blocks and the said project shall be known as ' **TRINETRA** ' ("Project");

B. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the said land on which Project is to be constructed have been completed;

C. The Howrah Municipal Corporation has issued a Sanctioned Plan dated 10.10.2023 bearing no. BRC 349/19-20

D. The Promoter has obtained the final layout plan approvals for the Project from Howrah Municipal Corporation, The Promoter agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with section 14 of the Act and other laws as applicable;

SHREE SALASAR BUILDCON
Rajesh K. Mohanta
Partner

E. The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at no. WBRERA/NPA – 002718 under registration.

F. The Allottee had applied for an apartment in the Project vide application no. dated _____ and has been allotted apartment/Flat no. _____ having carpet area of _____ square feet, type _____ (Building") along with garage/closed parking no. _____ admeasuring floor in _____ [tower/block/ building] no. _____ square feet in the, as permissible under the applicable law and of pro rata share in the common areas ("Common Areas") as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the "Apartment" more particularly described in Schedule A and the floor plan of the apartment is annexed hereto and marked as Schedule B);

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

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

I. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the [Apartment/ Flat] and the garage /closed parking as specified in paragraph.

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

1. TERMS: Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the [Apartment/Flat] as specified in paragraph F; The Total Price for the [Apartment/

Flat] based on the carpet area is Rs. (Rupees only ("Total Price"))

B SCHEDULE DETAILS

2. EXPLANATION:

- i The Total Price above includes the booking amount paid by the allottee to the Promoter towards the [Apartment/ Flat];
- ii The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, GST, CGST, if any as per law, and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter) up to the date of handing over the possession of the [Apartment/ Flat]: Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the allottee to the promoter shall be increased/ reduced based on such change / modification;
- iii The Promoter shall periodically intimate to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/ notifications together with dates
- iv. The Total Price of (Agreement/part] includes: 1) pro rata share a Common Areas; and 2) _____ garage(s)/closed parking) provided in the Agreement

The Total Price is escalation-free and except increases which the Alou hereby agrees to pay, due to increase an account of development charges payable the competent authority and/ or any either increase in charges which may be levee or imposed by the competent authority of the time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee which shall only be applicable on subsequent payments.

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

SHREE SALASAR BUILDCON.
Ravi K. Kote

It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of the apartment, or building, as the case may be, without the previous written consent of the Allottee. Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.

The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate* is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in from the date when such an excess amount was paid by the Allottee.

i The Allottee shall have exclusive ownership of the [Apartment/ Flat];

ii The Allottee shall also have undivided proportionate share in the Common Areas. Since the share / interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the promoter shall convey undivided proportionate title in the common areas to the association of Allottees as provided in the Act;

iii That the computation of the price of the [Apartment/ Flat] includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and firefighting equipment in the common areas etc. and includes cost for providing all other facilities as provided within the Project.

SHREE SALABAD BUILDCON-
Ravi K. Noh
promoter

It is made clear by the Promoter and the Allottee agrees that the {Apartment/ Flat] along with garage/ closed parking shall be treated as a single indivisible unit for all purposes.

It is agreed that the Project is an independent, self-contained (G+3) storied 3 Blocks residential Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee.

It is clarified that Project facilities and amenities shall be available only for the and enjoyment of the Allottees of the project. It is understood by the allottee that all other areas and i.e. area and facilities falling outside the filed with the Competent Mater & accordance with the West Bengal Apartment Ownership Act, 1972. The Promoter agrees to pay all / 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, maintains charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project).

If the Promoter fails to pay all or any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person. The Allottee has paid a sum of Rs _____ (Rupees _____ only) as booking amount being part payment towards the Total Price of the [Apartment/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 [Apartment/Flat] as prescribed in the Payment Plan as may be demanded by the Promoter within the time and in the manner specified therein: Provided that if the allottee delays in payment towards any amount for which is payable, he shall be liable to pay interest at the rate specified in the Rules.

2. MODE OF PAYMENT Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/demand draft or online payment (as applicable) in favour of 'M/S SHREE SALASAR BUILDCON' payable at Kolkata.

3. 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.

4. 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/Flat] 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"). :

5. CONSTRUCTION OF THE PROJECT/ APARTMENT The Allottee has seen the specifications of the [Apartment/Plot] and accepted the Payment Plan, floor layout plans [annexed along with this Agreement] which has been 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 also 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.

SHREE SALASAR BUILDCON

Rajesh K. Maheshwari

Partner

6. POSSESSION OF THE APARTMENT/FLAT

(i) Schedule for possession of the said [Apartment /Flat]: The Promoter agrees and understands that timely delivery of possession of the [Apartment/ Flat] is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the [Apartment/Flat] 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/Flat], 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.

(ii) Procedure for taking possession - The Promoter, upon obtaining the occupancy certificate* from the competent authority shall offer in writing the possession of the [Apartment/Flat], 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/ Flat] to the attorney. The promoter agree and undertakes to indemnify the attorney. In case of builders failure of fulfillment of any of the provisions for formalities circumstances an part of the promoter the Attottee agree to pay the attottees as the case may be. The promoter on its behalf shall offer the possession to the Attottee in writing within ----- days of receiving the occupancy certified of project.

SHREE SALASAR BUILDCON

Rajesh K. Patel

Partner

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

(iv) Possession by the Allottee - After obtaining the occupancy certificate* and handing over physical possession of the [Apartment/Flat] 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.

(v) 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.

(vi) 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! (1) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as @ 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, received by him in project of the (Apartment / Flat) 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 fund 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/ Flat].

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER The Promoter hereby represents and warrants to the Allottee as follows:

- (i) The [Promoter] has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project, [in case there are any encumbrances on the land provide details of such encumbrances including any rights, title, interest and name of party in or over such land]
- (iv) There are no litigations pending before any Court of law with respect to the said Land, Project or the [Apartment/ Flat];
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and [Apartment/Flat] are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and [Apartment/ Flat] and common areas;
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said [Apartment/Flat] which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [Apartment/Plot] to the Allottee in the manner contemplated in this Agreement;

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Rajesh K. Nair

Partner

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

9. EVENTS OF DEFAULTS AND CONSEQUENCES Subject to the Force Majeure clause, the Promoter shall be considered under a condition of Default, in the following events:

- (i) Promoter fails to provide ready to move in possession of the (Apartment/Flat] to the Allottee within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects;
- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

In case Default Promoter under conditions listed above Allottee is entitled to the following ;-

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

the construction milestones and only thereafter the Allottee be required to make the next payment without any penal interest; or

The Allottee shall have the option of terminating the Agreement in which Allottee under any head whatsoever towards the purchase of the apartment, along with interest at the rate specified in the Rules within forty-five days of receiving the termination notice: Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the promoter, interest at the rate specified in the Rules, for every month of delay till the handing over of the possession of the [Apartment/ Flat].

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

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

10. CONVEYANCE OF THE SAID APARTMENT The Promoter, on receipt of complete amount of the Price of the [Apartment/ Flat] under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the [Apartment/Flat] 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 PROJECT - The promoter shall be responsible to provide and maintain essential service in the project till the taking over of the maintenance of the project by the association of Allottees. The cost of such maintenance has been included in the Total Price of the [Apartment/Flat].

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 AREA AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES - The Allottee hereby agrees to purchase the (Apartment / Flat) 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

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for Mr. Moh.

Partner

necessary maintenance services and the Allottee agrees to permit the association of allottees and/or maintenance agency to enter into the [Apartment/Flat] or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

15. USAGE Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the TRINETRA, 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, etc. and other permitted uses as per sanction plan. The Allottee shall not be permitted to use the services areas of the basement in any manner whatsoever, other than those earmarked as parking spaces and some shall be reserved for use by the association or reserved for use by the association of TRINETRA.

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/Flat] at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or he [Apartment/Flat], 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/Flat] and keep the [Apartment/Flat], 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/Flat] or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall, including the outer and load bearing wall of

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Rajesh K. Mehta

the [Apartment/ Flat]. 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/ Flat] 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/ Flat], all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the [Apartment/Flat]/ 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 Howrah Municipal Corporation.

19. PROMOTER SHALL NOT MORTGAGE OR CREATE CHARGE After the Promoter executes this Agreement he shall not mortgage or create a charge on the [respective Flat] and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such [Flat].

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.

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Rajesh K. Mallick

Partner

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, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/ 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 obligation arising hereunder in respect of the project shall equally be applicable case of a transfer, as the said obligations go along with 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 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/Plot] bears to the total carpet area of all the [Apartments/ Flat] 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.

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Rajesh K. Patel
Partner

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 office or at some other place which may be mutually agreed between the promoter and the allottee after the agreement is duly executed by the Allottee and the promoter or simultaneously Registrar Hence this Agreement shall be deemed to have been executed at _____.

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

Name of Allottee _____ (Allottee Address)

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

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

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

33. 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

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Rajesh K. Moh.
Partner

through the Adjudicating Officer appointed under the Act. Any 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 thereunder.

SCHEDULE - A

ALL THAT piece and parcel of bastu land having Mokrari Mourashi Interest in the same measuring about containing an area measuring 23 (Twenty-three) Cottah 03 (Three) Chittack 36 (Thirty-six) Sq.feet situated at Howrah Municipal Corporation Holding No. 3/2/2, Baje Shibpur 2nd Bye Lane, Ward No. 32 and recorded in R.S Dag No. 22, 23 & 26 under R.S. Khatian No. 28, J.L. No. 1, Sheet No. 67, P.S. & Mouza Shibpur, Dist. Howrah with all easements appurtenant thereto and easements over and underneath the property butted and bounded as follows:-

ON THE NORTH :: Common Passage

ON THE SOUTH :: Baje Shibpur 2nd Bye Lane

ON THE EAST :: 3/3, Baje Shibpur 2nd Bye Lane

ON THE WEST :: Property of Minati Shaw

SCHEDULE 'B'

ALL THAT one unit being Flat No. "" of _____ Sq.ft. (app) and _____ Sq. feet Carpet Area on _____ floor of _____ Block in the complex **TRINETRA** be the same a little more or less, as shown in the annexed plan with RED border as contained in the building known as "**TRINETRA**" under Second Schedule lying and situated at Municipal holding described in the First Schedule above **TOGETHER WITH** undivided proportionate share of land and building more fully and particularly described in the **FIRST SCHEDULE** hereinabove written, **TOGETHER WITH** common facilities right over the passage, main entrance etc.

SCHEDULE 'C'

PAYMENT PLAN BY THE ALLOTTEE

- a) 10% at the time of booking
- b) 10% at the time of execution of Agreement for Sale or allotment
- c) 20% after completion of Foundation
- d) 20% after casting of floor of respective flat/unit
- e) 20% after completion of brick work and internal plaster of respective flat/unit
- f) 10% after completion of flooring and putty work of respective flat/unit
- g) Balance 10% at the time of registration or before possession of respective flat/unit

SHREE SALASAR BUILDCON

Rajesh V. Moh.

.....Partner.....

**Signature of the Constituted attorney
on behalf of Owners**

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Rajesh V. Moh.

.....Partner.....

Signature of the Promoter

.....
Signature of the Purchaser