

ANNEXURE-A

[See rule 9]

Agreement for Sale

This Agreement for Sale (**Agreement**) executed on this....., 2024,

By and Between

[If the promoter is a partnership firm]

M/s Sweet Hut Infrastructure pvt Ltd, a Company, registered under the Companies Act 1956, having its principle place of business at Synthesis business park, Block-A, 7th Floor, Kol-156, (PAN is...AAOCS9984L), represented by its authorized Director Arindam Banerjee (Aadhar No. 747408904129) authorized vide hereinafter referred to as the "Promoter", (which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include the partners and partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrator of the last surviving partner and his/her/their assigns).

AND

[If the allottee is an individual]

(1).Mrs. (AadharNo.....) wife of, aged about Years, (PAN) (2) Mr. (AadharNo.....) Son of,, (PAN) residing at , hereinafter called the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest & permitted assignees).

(Details of other allottees to be inserted, in case of more than one allottee)

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

INTERPRETATIONS/ DEFINITIONS:

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

requires,-

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

WHEREAS-

A. The Promoter is the absolute and lawful of [Khatian No. 5462,5463,5617,5618,5619,5637,5638 & 5647, Plot no. RS/LR 586] (Please insert land details as per relevant laws) totally admeasuring of 1820.90 square meters situated at in subdivision & District etc. Rajarhat, 24PGS (N) ("Said Land") vide sale deed(s) / **Bengali Saf BikrayKobala being no. 8974 for the year 1997** dated **24.10.1997**, At the office of the ADSR Bidhannagar, Salt Lake City, **Bengali Saf BikrayKobala being no. 17685 for the year 1997** dated **17.11.2021**, At the office of the ADSR Rajarhat, **Bengali Saf BikrayKobala being no. 00307 for the year 2022** dated **23.12.2021**, At the office of the ADSR Rajarhat, **Bengali Saf BikrayKobala being no. 00308 for the year 2022** dated **23.12.2021**, At the office of the ADSR Rajarha, **Gift Deed being no. 4539 for the year 2024** dated **29.02.2024**, At the office of the ADSR Rajarha and **Deed of Conveyance being no. 17490 for the year 2023** dated **09.12.2023**, At the office of the A.R.A. IV, Kolkata.

[OR]

(1). MRS. SUNANDA BANERJEE, (PAN NO. AELPB3541A), (AADHAAR No. 741404685624), (MOBILE No. 9830083922), daughter of late Bishnu Pada Chatterjee and widow of late Alok Banerjee, by Nationality - Indian, by faith - Hindu, by occupation - Business, residing at "Siddha Pines", Block - Silver1, Flat - SL401, opposite Derozio College, Rajarhat Giopalpur, P.O. & P.S. Rajarhat, District - 24 Parganas (North), Pin code - 700136, State - West Bengal **and (2). MR. ARINDAM BANERJEE, (PAN no. AEFPB8754F) & (AADHAAR no. 747402904129) & (MOBILE NO. 9830792002),** son of late Alok Banerjee, by Nationality - Indian, by faith - Hindu, by occupation - Business, residing at "Siddha Pines", Block - Silver1, Flat - SL401, opposite Derozio College, Rajarhat Giopalpur, P.O. & P.S. Rajarhat, District - 24 Parganas (North), Pin code - 700136, State - West Bengal, **(3). MRS. PAPIA BANERJEE, (PAN NO. AEFPB8748B), (AADHAAR NO. 9015 8864 2369), (Mobile No. 8951619330),** daughter of late Alok Banerjee, by faith - Hindu, by Nationality - Indian, by occupation - Business, residing at Siddha Town, SP-302, Sir Ramesh Mitra Road, Beraberisikher Bagan, Besides Spencer, Rajarhat Gopalpur (M), P.O. & P.S. Rajarhat, North 24 Parganas, Pin code- 700136, West Bengal, **(4). SMT. SUTAPA MUKHERJEE (PAN no. AEWPM2022A) (Aadhaar No. 4816 3926 6393)**

& (MOBILE NO. 9830055317), married daughter of late Sudhir Kumar Banerjee and widow of Late Bimal Mukherjee, **(5). SMT. SHRABANI MUKHERJEE (PAN no. AQPPM9012P) (Aadhaar No. 2964 2259 4153) & (MOBILE NO. 9836659520)**, married daughter of Late Bimal Mukherjee and wife of Manotosh Toppo, both are by faith - Hindu, by occupation - House wife and Business, by Nationality - Indian, all are residing at Village - Bhatenda, School Road, Rajarhat, Post Office and Police Station Rajarhat, District North 24 Parganas, Pin - 700135, West Bengal, **(6). RUMA KARMAKAR, (PAN no. BFZPK9366Q), (Aadhaar No. 9468 5063 8731), (Phone No. 9143906064)** widow of late Sukumar Karmakar, by faith - Hindu, by occupation - Housewife, by Nationality - Indian, residing at Village - Bhatenda, Ramesh Mitra Road, Rajarhat, Post Office and Police Station Rajarhat, District North 24 Parganas, Pin - 700135, West Bengal; **(7). ARYABAN KARMAKAR (PAN no. LGVPK6487P), (Aadhaar No. 3961 9115 5591), (Phone No. 8777702195)** son of late Sukumar Karmakar, by faith - Hindu, by occupation - Business, by Nationality - Indian, residing at Village - Bhatenda, Ramesh Mitra Road, Rajarhat, Post Office and Police Station Rajarhat, District North 24 Parganas, Pin - 700135, West Bengal and **(8). MR. SUSANTA KARMAKAR, (PAN No. CNBPK1571J) & (AADHAAR no. 3640 3330 8807) & (MOBILE No. 9830383705)**, son of late Kiran Karmakar, by faith - Hindu, by occupation - Business, by Nationality - Indian, residing at Village - Bhatenda, Ramesh Mitra Road, Rajarhat, Post Office and Police Station Rajarhat, District North 24 Parganas, Pin - 700135, West Bengal (Owners) are the absolute and lawful owners of [Khatian No. 5462, 5463, 5617, 5618, 5619, 5637, 5638 & 5647, Plot no. RS/LR 586] (Please insert land details as per relevant laws) totally admeasuring 1820.90 square meters situated at Mouza - Bhatenda, P.S. Rajarhat, under Rajarhat - Bishnupur 1 No. Gram Panchayet, Bhatenda, in the District of North-24-Parganas, West Bengal, Pin - 700135, ("Said Land") vide sale deed(s) / **Bengali Saf Bikray Kobala being no. 8974 for the year 1997 dated 24.10.1997**, At the office of the ADSR Bidhannagar, Salt Lake City, **Bengali Saf Bikray Kobala being no. 17685 for the year 1997 dated 17.11.2021**, At the office of the ADSR Rajarhat, **Bengali Saf Bikray Kobala being no. 00307 for the year 2022 dated 23.12.2021**, At the office of the ADSR Rajarhat, **Bengali Saf Bikray Kobala being no. 00308 for the year 2022 dated 23.12.2021**, At the office of the ADSR Rajarha, **Gift Deed being no. 4539 for the year 2024 dated 29.02.2024**, At the office of the ADSR Rajarha and **Deed of Conveyance being no. 17490 for the year 2023 dated 09.12.2023**, At the office of the A.R.A. IV, Kolkata. The owner and the promoter have entered into 4 (Four) **Development Agreement along with Development Power of Attorney being no. 6008 for the year 2023 dated 28.04.2023**, At the office of the A.R.A. IV, Kolkata, **Development Agreement along with Development Power of Attorney being no. 17893 for the year 2023 dated 16.12.2023**, At the office of the A.R.A. IV, Kolkata, **Development Agreement along with Development Power of Attorney being no. 5167 for the year 2024 dated 10.04.2024**, At the office of the A.R.A. IV, Kolkata and **Development Agreement along with**

Development Power of Attorney being no. 6172 for the year 2024
dated **03.05.2024**, At the office of the A.R.A. IV, Kolkata.

- B. The said land is earmarked for the purpose of building of a [residential] project, comprising 1 (One) multistoried apartment buildings and [insert any other components of the Projects] and the said project shall be known as **"SUVECHCHA APARTMENT PHASE 3"** ("Project")

OR

The said land is earmarked for the purpose of plotted development of a [residential] project, and the said project shall be known as **"SUVECHCHA APARTMENT PHASE 3"** ("Project")

Provided that where land is earmarked for any institutional development the same shall be used for those purposes only and no commercial/residential development shall be permitted unless it is a part of the plan approved by the competent authority;

- C. 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.
- D. the promoter has obtained the final layout plan, sanctioned plan, specification and approvals for the project and also for the apartment, plot or building, as the case may be from Spandan Architects (Please insert the name of the concerned competent authority). The promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable.
- E. The Promoter has been registered the project under the provisions of the Act with the West Bengal Real estate Regulatory Authority at _____ on _____ under registration no. _____.
- F. The Allottee had applied for an apartment in the Project vide application no. Dated And has been allotted apartment no. Having carpet area of Square feet, type, on Floor in [tower/block/building] no. **SUVECHCHA - III** ("Building") along with garage/covered parking no. admeasuring square feet in the [Please insert the location of the garage/covered parking], as permissible under the applicable law and of pro rata share in the common areas ("Common Area") as defined under clause (m) of section 2 of the Act (hereinafter referred to as the "Apartment" more particularly described in Schedule-A and the floor plan or the apartment is annexed hereto and marked as Schedule-B);

[OR]

The Allottee had applied for a plot in the Project vide application no. Dated And has been allotted plot no. Having area Square feet and plot for garage/covered parking no. admeasuring square feet (if applicable) in the [Please insert the location of the garage/covered parking], as permissible under the applicable law and of pro-rata share in the common areas ("Common Area") as defied under clause (m) of section 2 of the Act, hereinafter referred to as the "Plot", more particularly described in Schedule-A;

- G. The Parties have gone through all the terms & conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- H. The Parties hereby confirm that they are signing this Agreement with full knowledge of the all laws, rules, regulations, notifications etc. applicable to the Project.
- I. 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;
- J. 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/Plot] and the garage/covered parking (if applicable) as specified in Para G.

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

1. TERMS :

- 1.1 Subject to the terms & conditions as detailed in this Agreement, the Promoter hereby agrees to sell to the Allottee(s) and the Allottee(s) hereby agrees to purchase , the [Apartment / Plot] as specified in Para 'G'
- 1.2 The Total Price for the [Apartment/ Plot] based on the carpet area is Rs. (in words Rupees..... only) ("**TotalPrice**") (Give break-up and description):-

Block/Building/ Tower No..... Apartment no. ...	Rate of Apartment per square feet*
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Type.....	
Floor.....	
Total Price (in Rupees)	-----

- * Provide break-up of the amounts such as cost of apartment, proportionate cost of common areas, preferential location charges, cost of exclusive balcony or verandah areas, cost of exclusive open terrace areas, taxes, maintenance charges, as per Para II etc., if/ as applicable.

(AND) (if/as applicable)

Garage/ covered parking-1	Price for 1 (in Rs.)
Garage/ covered parking-2	Price for 2(in Rs.)
Total price (in Rupees)	-----

[OR]

Plot No.	Rate of Plot per square feet*
Type	
Total price (in Rupees)	-----

- * Provide break-up of the amounts such as cost of plot, proportionate cost of common areas, , taxes, maintenance charges as per Para. II etc., if/ as applicable.

[AND] (if/as applicable)

Garage/ covered parking-1	Price for 1 (in Rs.)
Garage/ covered parking-2	Price for 2(in Rs.)
Total price (in Rupees)	-----

Explanation:

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

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

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

- (iii) The Promoter shall periodically intimate to the Allottee(s), the amount payable as stated in (i) above and the Allottee(s) shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee(s) the details of the taxes paid or demanded along with the Acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
- (iv) The Total Price of Apartment/ Plot includes recovery of price of land, construction of, not only the Apartment but also, the common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per Para. II etc. and includes cost for providing all other facilities, amenities and specification to be provided within the Apartment/ Plot and the Project.

- 1.3 The Total Price is escalation free, save and except increases which the Allottee(s) hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority, from time to time. The Promoter undertakes and agrees that

while raising a demand on the Allottee(s) for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/ order/ rules/ regulations to that effect along with the demand letter being issued to the Allottee(s), which shall only be applicable on subsequent payments:

Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the Allottee.

- 1.4 The allottee(s) shall make the payment as per the payment plan set out in Schedule C ("Payment Plan").
- 1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee(s) by discounting such early payments @ _____% per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee(s) by the Promoter.
- 1.6 It is agreed that the Promoter shall not make any addition and alteration in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at Schedule 'D' and Schedule 'E' (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the Apartment/ Plot/building, as the case may be, without the previous written consent of the Allottee(s) as per the provisions of the Act:

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

- 1.7 *(Applicable in case of Apartment)* The Promoter shall confirm to the final carpet area that has been allotted the Allottee after in construction of the building is complete and the occupancy certificate the granted by the competent authority, by furnishing details of the charges, if any in the carpet area. The Total Price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area than the Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the

Apartment, allotted to the Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in Schedule C. All these monetary adjustments shall be made at the same rate per square feet as agreed in Para 1.2 of this agreement.

1.8 Subject to Para 9.3 the Promoter agreed and acknowledges, the Allottee shall have the right to the Apartment/ Plot as mentioned below:

- (i) The Allottee(s) shall have exclusive ownership of the Apartment/ Plot;
- (ii) The Allottee(s) shall also have undivided proportionate share in the common areas. Since the share/ interest of Allottee(s) in the common areas is undivided and cannot be divided or separated, the Allottee(s) shall use the common areas, along with other occupants and maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall handover the common areas to the association of allottees after duly obtaining the completion certificate from the competent authority as provided in the Act;
- (iii) That the computation of the price of the Apartment/ Plot includes recovery of price of land, construction of, [not only the Apartment but also], the common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per Para 11 etc. and includes cost for providing all other facilities, amenities and specification to be provided within the Apartment/ Plot and the Project;
- (iv) The Allottee has the right to visit the Project site to assess the extent of development of the Project and his Apartment/ Plot, as the case may be.

1.9 It is made clear by the Promoter and the Allottee agrees that the Apartment/ Plot along with ----- garage/ covered parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/ combined with any other project in its vicinity or otherwise accept for the purpose of integration of infrastructure for the benefit of the

Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottee(s) of the Project.

- 1.10 The Promoter agrees to pay all outgoing/ dues before transferring the physical possession of the Apartment to the Allottee(s) which it has collected from the Allottee(s), for the payment of outgoing/dues (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). If the Promoter fails to pay all or any of the outgoing/ dues collected by it from the Allottee(s) or any liability, mortgage loan and interest thereon before transferring the Apartment to the Allottee(s), the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoing/ dues and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.
- 1.11 The Allottee has paid a some of Rs. ----- (Rupees----- only) as booking amount being part payment towards the Total Price of the [Apartment/ Plot] 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/ Plot] as prescribed in the payment plan at [Schedule C] as may be demanded by the Promoter within the time and manner specified therein.

Provided that if the Allottee(s) delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules.

2. **MODE OF PAYMENT:**

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

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

- 3.1 The Allottee, if residence outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act,1999 ('FEMA'), Reserve Bank of India Act, 1934 ('RBI' Act)

and the Rules and Regulation made thereunder or any statutory amendments or modifications made thereof and all others applicable laws including that of remittance of payment, acquisition/ sale/ transfer of immovable properties in India etc. and provide the Promoter with such permission, approval 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 Regulation of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/ her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/ she may be liable for any action under Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

- 3.2 The Promoter accepts no responsibility in regard to matters specified in Para 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regards. 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 Promoters 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 Allottee and such third party shall not have any right in the application/allotment of the said Apartment/ Plot apply for herein in any way and the Promoter shall be issuing the payment receipts in favor of the Allottee only.

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

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

5. **TIME IS ESSENCE :**

The Promoter shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the [Apartment/ Plot] to the Allottee and the common areas to the Association of allottees or the competent authority, as the case may be.

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

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

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] to the Allottee and the common areas to the Association of allottees or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to handover possession of the [Apartment/ Plot] along with ready and complete common areas with all specifications, amenities and facilities of the Project in place on----- unless there is delay or failure due to war, flood, drought, fire, cyclone earthquake or any other calamity caused by nature effecting the regular development of the real estate project ("*Force Majeure*"). If, however, the completion of Project is delayed due to the *Force Majeure* conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the [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(s) agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to *Force Majeure* conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee(s) the entire amount received by the Promoter from the Allotment within 45 days from that date. The Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agreed that he/ she shall not have any rights, claims etc. against the Promoter and the

Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

- 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(s) in terms of this Agreement to be taken within 2 (two) months from the date of issue of occupancy certificate. [Provided that, in the absence of local law, the conveyance deed in favor of the Allottee shall be carried out by the Promoter within three months from the date of issue of occupancy certificate]. The Promoter agrees and undertakes to indemnify the Allottee(s) in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee(s), after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/ Association of Allottees, as the case may be, after the issuance of completion certificate for the Project. The Promoter shall handover the occupancy certificate of the Apartment/ Plot, as the case may be, to the Allottee at the time of conveyance of the same.
- 7.3 **Failure of Allottee to take possession of [Apartment/ Plot]-** Upon receiving a written intimation from the Promoter as per Para 7.2 above, the Allottee(s) 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/ Plot] to the Allottee(s). In case the Allottee(s) fails to take possession within the time provided as per Para 7.2 above, such Allottee shall continue to be liable to pay maintenance charges as specified under Para 7.2 above.
- 7.4 **Possession by the Allottee-** After obtaining the occupancy certificate* and handing over physical possession of the [Apartment/ Plot] to the Allottee, it shall be the responsibility of the Promoter to handover the necessary documents and plan, including common areas to the Association of allottees or the competent authority, as the case may be, as per the local laws:
[Provided that, in the absence of any local law, the Promoter shall handover the necessary documents and plans, including common areas, to the Association of allottees or the competent authority, as the case may be, within thirty days after obtaining the completion certificate].
- 7.5 **Cancellation by Allottee-** The Allottee(s) shall have the right to cancel/withdraw his allotment in the Project as provided in the Act:
Provided that where the Allottee(s) 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(s) shall be returned by the Promoter to the Allottee(s) within forty-five 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 the interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the said [Apartment/ Plot] (i) in accordance with the terms of this Agreement, duly completed by the date specified in Para 7.1 above; or (ii) due to discontinuance of his business as a Promoter on account of suspension or revocation of the registration under the provisions of the Act; or for any other reason; the Promoter shall be liable, on demand to the Allottee, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the [Apartment/ Plot], with interest including compensation in the manner as provided under the Act within forty-five days of it becoming due:

Provided that where if the Allottee does not intent to withdraw from the Project the Promoter shall pay the Allottee interest for every month of delay, till the handing over of the possession of the [Apartment/ Plot], which shall be paid by the Promoter to the Allottee within forty-five days of it becoming due.

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

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

- (i) The Promoter has absolute, clear and marketable title with respect to the said Land and the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project;
(In case there are any encumbrances 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 or Authority with respect to the said Land, Project or the [Apartment/Plot];

- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and [Apartment/Plot] 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/plot] and common areas;
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee(s) created herein, may prejudicially be affected;
- (vii) The Promoter has not entered into any agreement for sale 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/Plot] which will, in any manner, affect the rights of Allottee(s) under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [Apartment/Plot] to the Allottee(s) in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the [Apartment/Plot] to the Allottee(s) and the common areas to the association of allottees or the competent authority, as the case may be;
- (x) The Schedule Property is not the subject matters 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 till the completion certificate has been issued and possession of the Apartment/ Plot along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee and the Association of allottees or the competent authority, as the case may be;
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government 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.

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

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

- (i) The Promoter fails to provide ready to move in possession of the [Apartment /Flat] to the Allottee(s) within the time period specified in Para 7.1 above in this Agreement or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this Para, 'ready to move in possession' shall mean that the Apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority;
- (ii) Discontinuance of the Promoter's business as a Promoter on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

9.2 In case of default by the Promoter under the conditions listed above, Allottee(s) is entitled to the following:-

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

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

9.3 The Allottee(s) shall be considered under a condition of default, on the occurrence of the following events:

- (i) In case the Allottee(s) 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(s) shall be liable to pay interest to the Promoter on the unpaid amount at the rate prescribed in the Rules.

- (ii) In case of default by Allottee under the conditions listed above continues for a period beyond ----- consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the [Apartment/ Plot] in favour of the Allottee(s) and refund the money paid to him by the Allottee(s) by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated :

Provided that the Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination.

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

The Promoter, on receipt of Total Price of the [Apartment/ Plot] as per Para 1.2 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 common areas within three months from the date of issuance of the occupancy certificate and the completion certificate, as the case may be, to the Allottee:

[Provided that, in absence of local law, the conveyance deed in favour of the Allottee shall be carried out by the Promoter within three months from the date of issue of occupancy certificate].

However, in case the Allottee(s) fails to deposit the stamp duty, registration charges within the period mentioned in the demand notice, letter, the Allottee(s) authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee(s).

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

The Promoter shall be responsible for providing and maintaining the essential services in the Project, till the taking over of the maintenance of the Project by the Association of allottees upon the issuance of the completion certificate of the Project. The cost of such maintenance has been included in the Total Price of the [Apartment/ Plot].

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 this Agreement relating to such development is brought to the notice of the Promoter within a period of five years by the allottee from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within thirty days, and in the event of Promoter's failure to rectify such defects within such time, the

aggrieved Allottee(s) shall be entitled to receive appropriate compensation in the manner as provided under the Act.

**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/covered parking and parking spaces for providing necessary maintenance services and the Allottee(s) agrees to permit the Association of allottees and/or maintenance agency to enter into the [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:

Use of Basement(s) and service areas:- The basement and service areas, if any, as located within the (Project name), shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee(s) 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 used by the Association of allottees for rendering maintenance services.

16. COMPLIANCE WITH RESPECT TO THE APARTMENT/ PLOT :

16.1. Subject to Para 12 above, the Allottee(s) shall, after taking possession, be solely responsible to maintain the said [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 said building [Apartment/ Plot], or the staircases, lifts, common passages, corridors, circulation areas, atrium or compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the said Apartment/ Plot, and keep

the said Apartment/ Plot,, its walls and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the building is not in any way damaged or jeopardized.

16.2. The Allottee further undertakes, assures and grantees that he/ she would not put any sign-board/ name-plate, neon light, publicity material or advertisement material etc. on the façade of the building or anywhere on the exterior of the Project, building therein or common areas. The Allottee also not change the color scheme of outer wall or painting of the exterior side of windows or carry out any change in the exterior elevation or design. Further the Allottee shall store any hazardous or combustible goods in the [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 wall of the [Apartment/ Plot].

16.3. The Allottee shall plan and distribute its electric load in conformity with the electric systems installed by the Promoter and thereafter the Association of allottees and/or maintenance agency appointed by the association of allottees. The Allottee shall be responsive for any loss or damages arising out of breach of any of the aforesaid conditions.

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

The Parties are 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.

18. **ADDITIONAL CONSTRUCTIONS:**

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

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

After the Promoter executes this Agreement he shall not mortgage or create a charge on the said [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(s) who has taken or agreed to take such [Apartment/ Plot/ Building].

20. **APARTMENT OWNERSHIP ACT (OR THE RELEVANT STATE ACT):**

The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the (*Please insert the name of the apartment ownership Act*). The promoter showing compliance of various laws/ regulations as applicable in

21. **BINDING EFFECT :**

Forwarding this Agreement to the Allottee(s) by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee(s) until, firstly, the Allottee(s) signs and delivers this Agreement with all the Schedules along with the payments due as stipulated in this payment plan within thirty days from the date of receipt by the Allottee(s) and secondly, appears for registration of the same before the concerned Sub-Registrar ----- (address of Sub-Registrar) as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee(s) and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee(s) for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee(s), application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee(s) in connection therewith including the booking amount shall be returned to the Allottee(s) without any interest or compensation whatsoever.

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/ Plot/ Building, as the case may be.

23. **RIGHT TO AMEND :**

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

24. **PROVISIONS OF THIS AGREEMENT APPLICABLE ALLOTTEE/SUBSEQUENT ALLOTTEES:**

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the said [Apartment/ Plot] and the Project shall equally be applicable to and enforceable against and by any subsequent

Allottee of the [Apartment/ Plot], in 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:**

25.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as said out in this Agreement wave the breach by the Allottee in not making payments as per the payment plan [Annexure C] including waving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other allottees.

25.2 Failure on part of the Parties 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 the Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

Wherever in this Agreement it is stipulated that the Allottee(s) has to make any payment, in common with other allottee(s) in the Project, the same shall be the proportion which the carpet area of the [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 completed only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in ----- after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar at----- (*specify the address of the Sub-Registrar*). Hence this Agreement shall be deemed to have been executed at -----.

30. NOTICES:

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

M/s.....(Promoter's name)	Allottee(s) name
Address.....	Address.....

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

31. JOINT ALLOTTEE:

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

32. GOVERNING LAW:

That the rights and obligations of the parties under or arising out of this

Agreement shall be construed and enforced in accordance with the Act and the Rules and Regulations made thereunder including other applicable laws of India for the time being in force.

33. DISPUTE RESOLUTION :

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

(Please insert any other terms and conditions as per contractual understanding between the Parties. However, please ensure that such additional terms and conditions are not in derogation of or inconsistent with the terms and conditions set out above or the Act and the rules and Regulations made thereunder.)

34. Additional Terms and Conditions

1). The **Promoter** shall sell and the **Allottee** shall purchase a residential **Flat being no. -----, on the ----- Floor, ----- facing,** measuring ----- (-----) **Sq. ft.** super built up area and ----- (-----) **Sq. ft.** carpet area be the same a little more or less consisting of 1 Bed Rooms, 1 Drawing cum Dining Space, 1 open Kitchen, 1 Toilet and 1 Balcony with **Vitrified Tiles flooring** and **Lift facility** of the **Multistoried Building** namely **"SUVECHCHA APARTMENT PHASE 3"**, situated at **Nikunja Sen Sarani, Bhatenda East, School Road, Kolkata - 700135**, more fully described in the **Schedule 'B'**, hereinafter referred to as the said **"residential Flat"** at or for the consideration of **Rs. --- -----/- (Rupees -----)** only and along with the undivided proportionate share of land more fully described in the **Schedule "-----"**, including all rights to use as common service - areas and common parts / Amenities of the said building, more fully described in the **Schedule '-----' & '-----'** respectively, as per provisions of the West Bengal Apartments Ownership Act, 1972.

2). That the **Allottee** paid to the **Promoter** on or before the execution of this Agreement **Rs. -----/- (Rupees -----)** only and the **Allottee** shall pay the remaining sum of **Rs. -----/- (Rupees -----)** only to the **Promoter** as per **Schedule 'E'** written hereunder. Time is the essence of this Agreement.

3). That on receiving the full consideration money of the said residential **Flat** and all costs of the extra work (if any) from the said **Allottee**, the **Promoter** shall execute a Deed of Conveyance of the aforesaid residential **Flat** at in the name of the said **Allottee** and handover the physical and habitable possession of the said residential **Flat** to the **Allottee**. All registration cost of the said residential **Flat** will be borne by the **Allottee**.

4). That the **Allottee** may transfer the said residential **Flat** by way of mortgage or Gift or Sale or in any way whatsoever after paying the full consideration amount of the said residential **Flat** to the **Promoter** and also after registration of the said residential **Flat** in

the name of the **Allottee**. Unless the Conveyance Deed is executed in favour of the **Allottee** or the total consideration is paid to the **Promoter**, the **Allottee** shall not transfer, mortgage or sub - let the possession of the said unit or any part thereof except with the permission of the **Promoter** in writing.

5). That the **Allottee** shall pay all expenses for the documents whichever necessary for **her** personal requirement such as Government Pleader Certificate for Non-encumbrances, for valuation Certificate, Search Report from Advocate etc.

6). That the **Allottee** shall pay to the **Promoter** the maintenance charges within seventh day according to the English Calendar @ **Rs. ----- per sq. ft.** towards outgoing and maintenance expenses for those that are described in the **Schedule 'E'** written **hereunder**.

7). **That the Allottee shall pay the Panchyat taxes of the said building proportionately** from the date of receipt the possession letter from the **Promoter**.

8). That the **Allottee** shall pay the cost proportionately to the **Promoter** for installations of New Electric Service line excluding cost of Electric meter.

9). That if at the time of measurement it is found that the area of the residential **Flat** increased in that case the **Allottee** shall pay the said excess area as per agreement on the other hand if the measurement of the residential **Flat** is found decreased as shown in this Agreement in that case the **Promoter** shall refund the amount of decreased area which will be calculated as per agreement, if any, before Registration at the same rate.

10). The said complex shall be known as "**SUVECHCHA APARTMENT PHASE 3**", situated at **Nikunja Sen Sarani, Bhatenda East, School Road, Kolkata - 700135**. The **Allottee** or the residential **Flat** and / or the **Association** shall not be entitled to change the said name under any circumstances whatsoever.

11). That the Agreement for Sale and Deed of Conveyance shall be prepared by the Promoter's Advocate and the Stamp Duty and the Registration charges should be paid by the **Allottee** through respective online Government portal and the Legal Charges of the Project and all other expenses relating registration work i.e. 1% of the market value determined by the concerned Registry Office should be deposited by the **Allottee** to the Promoter's Advocate direct before registration.

12). Any dispute or difference amongst or between any of the parties hereto arising out of and / or relating to and / or connected with the said residential **Flat** and / or the Memorandum of any term or condition herein contained and / or relating to interpretation thereof shall be referred to the Arbitration of a sole Arbitrator to be appointed by the **Owner's / Promoter's** Advocate. Any fresh or new appointment of an Arbitrator that may be necessary shall also be made by the **Owner's / Promoter's** Advocate. The Arbitration shall be held at Kolkata. The parties have agreed that the sole Arbitrator shall have summary powers and may make interim orders and Awards and / or Non-speaking Awards, whether interim or final. The Award / Awards made by the Arbitrator shall be final and the parties agree to be bound by the same. Subject to the above, the arbitration shall be in accordance with the Arbitration and Cancellation Act, 1996 as amended from time to time.

13). The original documents of the title of the property shall remain in the custody of the **Promoter** and shall be produced before the **Allottee** for verifying the genuineness of title to the said property.

14). Each Parking Space owner shall co-operate with the other car owners for the sake of convenience and on demand hand over the keys of their respective vehicle to the persons/driver of any owner having **his / her / their** car parked at the back side. Further, it will be responsibility of the person demanding the keys to get the keys from the place of the other person whose car has blocked the egress and return the same after taking out **his / her / their** vehicle.

15). The **Allottee** shall pay to the concerned Electricity department for installation of **his / her** individual electric meter.

16). That work must be completed and handed over within **December, 2028**.

35. ALLOTTEE'S COVENANT

At or before the execution of this Agreement the **Allottee** hereby confirms that **he / she** is signing this Agreement with full knowledge of all laws, rules, regulations, notifications, etc., applicable to the Project inter alia the following and the **Allottee** hereby confirms that **he / she** is fully satisfied **himself / herself** with the following :-

a) That the right of the **Allottee** shall remain restricted to the said **residential Flat** and **Car Parking Space** with proportionate share of the land and properties appurtenant thereto and the open spaces, side spaces and back spaces in the said premises and common spaces / parts / portions / amenities / conveniences as described in the **Schedule '-----' and '-----'** hereunder.

b) That the said **residential Flat** shall always be used by the **Allottee** only for the purpose of residential.

c) The **Allottee** shall keep the maintenance charges @ **Rs. ----+ GST** per sq.ft in respect of super built up area of **his / her** residential Flat / Unit for **1 (One) year** with the **Promoter** as **security deposit** for observing and performing the covenants as to the maintenance for 1 (One) year. This deposit shall not bear any interest. If the **Promoter** has to carry out maintenance for more than a year, the **Allottee** will have to deposit security money with the **Promoter** for that additional month. The **Promoter** will transfer the remaining portion of the **security deposit**, if any, to the Bank Account of the newly formed **Association** of the building within 7 (seven) days from its formation.

d) The **Allottee** shall pay maintenance charges per month @ **Rs. ----/- + GST** per sq.ft in respect of super built up area of **his / her residential Flat**. The Maintenance Charge shall become payable from the Possession Date.

e) As the government is currently charging ----- % GST on the category of Flat, now the **Allottee** have to pay -----% GST to the government but if the government increases the percentage of GST in future, then the Allottees will be liable to pay that percentage GST.

f) That the **Allottee** and other owners / occupiers of the said building and with the consent of the **Promoter** shall form Society, Association or company for maintaining the said building and the common areas of the said building and shall abide by all laws, bye laws, rules and regulations of such Society or Association, pay proportionately necessary taxes, revenue and other charges related to maintenance charges of the said building and common parts / portions / amenities / conveniences

thereof and shall observe and perform all rules and bye laws of such Society, Association.

g) Co - operate - with the **Promoter** in the management and maintenance of the premises and formation of the association.

h) To observe and perform the rules regulations restrictions from time to time in force for the use and management of the building and in particular the common areas and installations.

i) The cost of maintaining, replacing, repairing, white washing painting and decorating the main structure in particularly the common portions of the roof, terrace and structure of the building, main water pipes, water tanks, motor pumps and electrical wire, sewerage, drains, transformer, lift and all other common parts of the fixtures, fittings and equipments in under or upon the building enjoyed or used in common by the **Allottee** and occupier thereof, shall be paid by the said Society, Association.

j) The **Allottee** shall be liable and agree to make payment of the proportionate share of maintenance and service charges regularly and punctually to the said Society, Association.

k) In the event of any capital expenditure for repairs, maintenance etc. for common purposes the **Allottee** shall be liable to make payment of the proportionate share as shall be determined by the said Society, Association.

l) The **Allottee** shall be liable to make payment of the Gst, Panchyat taxes and outgoing in respect of **his/her residential Flat** and **Car Parking Space** in full.

m) The **Allottee** shall have the absolute right to mutate **his/her** names before local Gram Panchayat and will pay tax / khajna of respective portion to be separately assessed by the Authorities. So long as such **residential Flat** and **Car Parking Space** of the said building shall not be separately assessed for taxes, the **Allottees** shall pay to the **Promoter** a proportionate share of the Panchyat Taxes, water tax of any in respect of **his residential Flat** and **Car Parking Space** of the building.

n) The **Promoter** shall appoint a Caretaker to look after the building and its common amenities till the building is handed over to the Association Society or Company or flat owners of the said Apartment. An amount is to be paid by flat owners per month to the **Promoter** until the Association, Society is formed, in order to look after the building and its common amenities.

o) To permit the **Promoter** and **its** authorized agent with or without workmen at all reasonable time on notice (except in case of emergency) to enter into space of the **Allottee** to check / view and examine the state and condition on the said space and **his/her** convenience and for the purpose of cleaning, repairing and keeping in order the sewers, drain, pipes, rainwater pipes, electric cables and conditions.

p) Not to deposit, throw, accumulate any rubbish, water, dirt, rage or other refuse in the stair case or any common parts of the building or premises or permit the same.

q) Not to display any boarding or signboards on the terrace of the said unit or anywhere also in the said premises.

r) To keep the internal portion of the said **residential Flat** and every part thereof in good condition so as the support other supporting parts of the building.

s) Not to make any addition or alteration in structural work and common wall portion of the **Flat** and **Car Parking Space** without written approval of the **Promoter**.

t) Not to make any addition or alteration in the external portion of the building without written approval of the **Promoter**.

u) Will not be able to install the indoor and outdoor unit of AC machines at his/her own discretion in any location other than the location designated by the **Promoter**. Obtaining written Permission of the **Promoter** is mandatory in this regard.

v) Not to change the Colour of the front as well as outer portion as well as verandah portion of the **Flat** except with the prior written approval of the **Promoter / Association**.

w) Not to install any covering grill in the Balcony or in the outside window of the **Flat** except with the prior written approval of the **Promoter** and as per design and specifications approved by the **Promoter**.

x) Not to decorate the exterior of the building outside than in the manner agreed by the **Owner / Promoter** in writing or in the manner as near as may be in which it was previously decorated.

y) Not to commit or permit to be committed any alteration or changes in pipes conducts and other fixtures and fittings services of the building and the said unit.

z) Not to use stove or chulas in the stair cases / stairs and other common portions and / or allow smoke to spread and go in common area.

aa) Not to keep any inflammable goods in the said unit except cooking Gas.

bb) Not to allow or permit to be allowed to store any goods articles or things in the staircase landings lobby or other areas of the building.

cc) Not to raise any objection in respect of amenities / facilities provided by the **Promoter** in the said building Complex.

dd) Not to do any act, deed or thing whereby the **Owner / Promoter** is prevented from selling, assigning or disposing off any other portion or portions of which the **Owner / Promoter** are the only absolute owner, in the said building.

ee) To use in common with occupiers and owners of other flats of the building the common areas and facilities as described in the **Schedule '----' & '----'** hereinafter written.

ff) To pay for electricity and other utilities consumed in or relating to the said unit.

gg) Not to raise any objection in respect of the Extra charges borne by the **Promoter** for completing Extra work as per the choice of the **Allottee**.

hh) The **Allottees** shall pay to the concerned Electricity department for installation of **his** individual electric meter.

ii) If the **Allottee** wants to do any interior work of **his / her** flat before or after the possession handover, **he / she** will submit all the alteration and additional designor plan of the layout, structural, electrical and plumbing to the **Promoter** first. If the **Promoter** is satisfied with the work schedule or layout plan, then the **Allotte** will be able to do the interior work of **his / her** flat / unit. Obtaining written Permission of the **Promoter** is mandatory in this regard.

jj) Not to claim any right over and in respect of the covered area and common passage on the ground Floor of the said building containing the said Unit or the land open to sky and comprised in the said building and complex (unless otherwise expressly mentioned herein and agreed to be hereby granted to the Allottee) and also not to claim any Ownership right in the common road of the general people who are

residing and who will be residing in the adjacent plot / s of the building namely **"SUVECHCHA APARTMENT PHASE 3"** and roof and the parapet wall of the building and also not to obstruct any development or additional or further construction which may be made thereon or in any part thereof by the **Promoter** or under its authority by the **Promoter** or any other concern as may be agreed upon by the **Promoter**.

kk) To use and enjoy the common areas and installations only to the extent required for ingress to and egress from the said unit with materials and utilities.

ll) The **Allottee** undertakes and covenants with the **Promoter** not to raise any requisition or objection regarding the building and also installation of Transformer because it is depending on the time schedule framed by concerned Governing Body (WBSedCL).

mm) All the present and Future Unit Allottees of the Project shall have common easement rights to use the approach road and other common areas.

nn) Written consent of the **Promoter** is mandatorily required by all the Unit Allottees of the Project to use and enjoy the common facilities i.e. Community Hall, GYM, Childrens play area etc.

36. ALLOTTEE'S INDEMNITY

a) The proportionate share of the **Allottee** in various matter referred herein shall be such as be determined by the **Promoter** and **Allottee** shall be bound to accept the same notwithstanding the minor variations therein.

b) The **Allottee** understands & acknowledges that, during the course of construction of Project shall be known as **SUVECHCHA APARTMENT PHASE 3** certain changes, deviations or omissions may be required to be undertaken at the requirement of governmental authorities or certain design changes may be suggested by the Architect appointed by the **Promoter**. Further, job conditions on the Project may require certain changes, deviations or omissions, or **Promoter** may deem that certain changes, deviations, additions or omissions are necessary or are in the best interest of the Project. Any changes, additions, deviations or omissions recommended by the **Promoter**, the Architect or governmental authorities at **"SUVECHCHA APARTMENT PHASE 3"** are hereby authorized by the **Allottee**.

c) The decision of the Architects regarding construction, specifications, division of phases, common portions, the quality of materials and the workmanship, calculation of the built-up and super built-up areas of all Flats and Flat units and other such matters regarding construction shall be final and binding on the **Allottee**.

d) Co - operate - with the **Promoter** in the management and maintenance of the premises and formation of the association.

e) To observe and perform the rules regulations restrictions from time to time in force for the use and management of the building and in particular the common areas and installations.

f) Not to let out or part with possession of the parking space if so independently AND to use the same only for the purpose for which the same is meant for and permitted in

terms of this Agreement and for no other purpose whatsoever AND not to make any construction temporary or permanent and not to block the said parking space by keeping any other article.

g) Not to do or permit anything to be done which is likely to cause nuisance or annoyance to the occupants of the other Units in the said Building and other Buildings in the Complex.

h) Not to do or permit anything to be done which is likely to cause nuisance or annoyance to the occupants of the other Units in the said Block / Phase and other Buildings in the Project.

i) Not to carry on or cause to be carried on any obnoxious, injurious, noisy, dangerous, hazardous, illegal or immoral activity in said Unit or the common or the common portions of the said Block / Phase and the common parts and/or any other parts in the said property/ Township Project.

j) Save the right of acquire the said Unit and making habitable the same, the **Allottee** shall not have any right, title, interest, claim or demand whatsoever and in respect of the road and the other parts of portions of the said Block / Phase and the said property/ Project and spaces save and except the common portions.

SCHEDULE-A (PART - 1) ABOVE REFERRED TO

(Description of the Property)

**(Owner :MRS. SUTAPA MUKHERJEE
& MRS. SHRABANI MUKHERJEE)**

ALL THAT piece and parcel of a vacant **Bastu** land without structure measuring **20 (Twenty) Decimal** be the same a little more or less (**10 Decimal of Sutapa Mukherjee and 10 Decimal of Shrabani Mukherjee**) out of **41 (Forty One) Decimal** be the same a little more or less, lying and situate at **Monza - Bhatenda, J.L. No. 28, Re. Sa. No. 50, Touzi No. 2998**, Pargana - Kalikata, P.S. Rajarhat, comprised in **R.S./L.R. Dag No. 586** under R.S. Khatian Nos.349 , 805, 299/1, 169/1, 631/1 & 318/1, 826/1, 858/1, 450/1, 446/1, 30, 148, 800, 634, 637, L.R. Khatian nos. 1611 and 1612, L.R. Khatian No. 1610 (in the name of Bimal Mukherjee), **new L.R. Khatian No. 5462 (in the name of Sutapa Mukherjee), new L.R. Khatian No. 5463 (in the name of Shrabani Mukherjee)**, A.D.S.R.O. Rajarhat, New Town, within the local limit of **Rajarhat Bishnupur 1 No. Gram Panchayet, Pin code - 700135**, in the District - North 24 - Parganas, West Bengal, being butted and bounded by:

ON THE NORTH	R.S. / L.R. Dag Nos. 585
ON THE SOUTH	R.S. / L.R. Dag Nos. 586 (p)
ON THE EAST	R.S. / L.R. Dag Nos. 586 (p)
ON THE WEST	R.S. / L.R. Dag Nos. 600

SCHEDULE- A (PART - 2) ABOVE REFERRED TO

(Description of the Property)

**(Owner :MRS. SUNANDA BANERJEE, MR. ARINDAM BANERJEE
&MRS. PAPIA BANERJEE)**

ALL THAT piece and parcel of vacant **Bastu** land without structure measuring **21 (Twenty One) Decimal** be the same a little more or less (**10 Decimal of Sutapa Mukherjee and 11 Decimal of Shrabani Mukherjee**) out of **41 (Forty One) Decimal** be the same a little more or less, lying and situate at **Monza - Bhatenda, J.L. No. 28, Re. Sa. No. 50, Touzi**

No. 2998, Pargana - Kalikata, P.S. Rajarhat, comprised in **R.S./L.R. Dag No. 586** under R.S. Khatian Nos.349 , 805, 299/1, 169/1, 631/1 & 318/1, 826/1, 858/1, 450/1, 446/1, 30, 148, 800, 634, 637, L.R. Khatian nos. 1611 and 1612, L.R. Khatian No. 1610 (in the name of Bimal Mukherjee),L.R. Khatian No. 5462 (in the name of Sutapa Mukherjee), L.R. Khatian No. 5463 (in the name of Shrabani Mukherjee), **new L.R. Khatian Nos. 5617** (in the name of **SUNANDA BANERJEE**), **5618** (in the name of **ARINDAM BANERJEE**) and **5619** (in the name of **MRS. PAPIA BANERJEE**), A.D.S.R.O. Rajarhat, New Town, within the local limit of **Rajarhat Bishnupur 1 No. Gram Panchayet, Pin code - 700135**, in the District - North 24 - Parganas, West Bengal, which is butted and bounded as follows:-

ON THE NORTH	R.S. / L.R. Dag No. 586 (p)
ON THE SOUTH	R.S. / L.R. Dag Nos. 597 & 598
ON THE EAST	R.S. / L.R. Dag Nos. 586 (p) & 589
ON THE WEST	R.S. / L.R. Dag Nos. 600

SCHEDULE – A(PART - 3)ABOVE REFERRED TO
(Description of the Land and Property)
(Owner :MRS. RUMA KARMAKAR & MR. ARYABAN KARMAKAR)

ALL THAT piece and parcel of vacant **Bastu** land without structure admeasuring more of less **2.66 (two point Six Six) decimal more or less** out of 4 (four) decimal more or less lying and situated at **Mouza - Bhatenda**, J.L No. 28, Touzi No.2998, **L.R. Dag No. 586** corresponding to L.R. Khatian No. 820, new **L.R. Khatian No. 5637** (in the name of **RUMA KARMAKAR**), **L.R. Khatian No. 5638** (in the name of **ARYABAN KARMAKAR**), under **Bishnupur-I Gram Panchayet, P.S. Rajarhat**, A.D.S.R. Office Bidhannagar, Salt Lake City (Presently Rajarhat, Newtown) Pargana - Kalikata, District North 24-Parganas, West Bengal, which is butted and bounded by:

ON THE NORTH	20 Ft common passage
ON THE SOUTH	R.S. / L.R. Dag No. 597
ON THE EAST	R.S. / L.R. Dag No. 589
ON THE WEST	R.S. / L.R. Dag No. 586 (p)

SCHEDULE – A (PART - 4) ABOVE REFERRED TO
(Description of the Land and Property)
(Owner :MR. SUSANTA KARMAKAR)

ALL THAT a piece or parcel of vacant **Bastu** land without structure admeasuring an area of **1.33 (One point Three Three) decimal more or less** out of 4 (four) decimal more or less lying and situated at **Mouza - Bhatenda**, J.L No. 28, Touzi No.2998, **L.R. Dag No. 586** corresponding to new **L.R. Khatian No. 5647**, **Bishnupur-I Gram Panchayet, P.S. Rajarhat**, A.D.S.R. Office Bidhannagar, Salt Lake City (Presently Rajarhat, Newtown) Pargana - Kalikata, District North 24-Parganas, West Bengal, which is butted and bounded by:

ON THE NORTH	R.S. / L.R. Dag No. 586 (P)
ON THE SOUTH	R.S. / L.R. Dag No. 597
ON THE EAST	R.S. / L.R. Dag No. 586 (P)
ON THE WEST	R.S. / L.R. Dag No. 586 (P)

SCHEDULE – A (PART - 5) ABOVE REFERRED TO
(Description of the Entire Property)

ALL THAT a piece or parcel of total vacant **Bastu** land without structure measuring an area

of **45 (Forty Five) decimals** be the same a little more or less lying and situate at **Monza - Bhatenda, J.L. No. 28, Re. Sa. No. 50, Touzi No. 2998**, Pargana - Kalikata, P.S. Rajarhat, comprised in **R.S./L.R. Dag No. 586** under new **L.R. Khatian No. 5462** (in the name of **Sutapa Mukherjee**), **L.R. Khatian No. 5463** (in the name of **Shrabani Mukherjee**), **L.R. Khatian Nos. 5617** (in the name of **SUNANDA BANERJEE**), **5618** (in the name of **ARINDAM BANERJEE**) and **5619** (in the name of **MRS. PAPIA BANERJEE**), **L.R. Khatian No. 5637** (in the name of **RUMA KARMAKAR**), **L.R. Khatian No. 5638** (in the name of **ARYABAN KARMAKAR**) and **L.R. Khatian No. 5647** (in the name of **SUSANTA KARMAKAR**) A.D.S.R.O. Rajarhat, New Town, within the local limit of **Rajarhat Bishnupur 1 No. Gram Panchayet, Pin code - 700135**, in the District - North 24 - Parganas, West Bengal, which is butted and bounded in the following :

ON THE NORTH	R.S./L.R. Dag No. 585
ON THE SOUTH	R.S./L.R. Dag No. 597 & 598
ON THE EAST	16 ft Common Passage
ON THE WEST	R.S./L.R. Dag No. 600

THE SCHEDULE 'A' (PART - 6) REFERRED TO
(Flat hereby conveyed)

ALL THAT a residential **Flat being no. -----**, on the ----- **Floor, Block - ---** -----, containing a super built up area of ----- (**-----**) **Sq. ft.** be the same a little more or less consisting of --- Bed Rooms, -- Drawing cum Dining Space, ----- open Kitchen, ----- Toilets and 1 Balcony with **Vitrified Tiles flooring** and **Lift facility** of the **Multistoried Building** namely "**SUVECHCHA APARTMENT PHASE 3**", situated at **Nikunja Sen Sarani, Bhatenda East, School Road, Kolkata - 700135** and with proportionate share of land and together with common parts and portions of the said more fully and particularly described in the **Schedule '-----', '-----', '-----', '-----' & '-----'** hereinabove written.

AND

THE SCHEDULE 'A' (PART - 6) REFERRED TO
(Car Parking Space hereby conveyed)

ALL THAT one **Car Parking Space** measuring ----- (**-----**) **Sq. ft.** more or less.

THE SCHEDULE 'B' REFERRED TO
(Floor plan of the Apartment)

=====

THE SCHEDULE 'D' ABOVE REFERRED TO
(Specification, Amenities, Facilities which are part of the Apartment)

PART – I

1	Structure	RCC Pile foundation.
2	Walls	Brick work will be done with good quality Bricks, all outer walls are 8' thick, main partition walls are 5" thick and all inner walls 3" thick respectively. Brick walls with internal pop finish and external weather proof paint.
3	Flooring	Vitrified tiles in the inside flat. Marble / kota / tiles in the staircase & lobby.
4	Doors	Wooden frames with flash door.

5	Windows	Anodized Aluminum sliding windows with clear glass.
6	Kitchen	Granite counter top with glazed tiles upto 2 feet over counter.
7	Toilets	Glazed tiles upto door height, hot & cold water point with C.P. fittings.
8	Electric	Concealed wiring with copper wire and branded switches.

Extra Work : If any extra work be made by instance of the **Allotte** the charges for the said works will be paid to the **Promoter** by the **Allotte** herein.

PART – II

1. Open and / or paths and passages.
2. Space / room for water pump with motor and overhead water tank.
3. Staircase lobby and landing.
4. Ultimate Roof / Terrace of the building.
5. Lift.
6. Gymnasium.

PART – III

1. Drains sewers, Septic tank, Overhead Water tank and pipes from the building to the panchayat duct.
2. Grills railing for staircase.
3. Water pump with motor and water distribution pipe (save those inside any unit).
4. Electrical installations and Electric meter place.
5. Electrical wiring fittings and other accessories for lighting the staircase lobby and other common areas.
6. Water sewerage evacuation pipes from the unit to drains and sewers common to the building.

PART – IV

1. **MAINTAINENCE :** Initialy the **Allotte** shall keep the maintenance charges @ **Rs. ----** + GST per sq.ft in respect of super built up area of **his / her** residential Flat / Unit for **1 (One) year** with the **Promoter** as **security deposit** for observing and performing the covenants as to the maintenance for 1 (One) year. This deposit shall not bear any interest. If the **Promoter** has to carry out maintenance for more than a year, the **Allotte** will have to deposit security money with the **Promoter** for that additional month. The **Promoter** will transfer the remaining portion of the **security deposit**, if any, to the Bank Account of the newly formed **Association** of the building within 7 (seven) days from its formation. The **Allotte** shall pay to the **Promoter** the maintenance charges of the said building within **7 (Seven) days** of every month till the formation of the Owner's Association. The Maintenance Authority / Owner's Association shall be entitled to revise and increase the Maintenance Charges from time to time and the **Allotte** shall not be entitled to object therein.
2. **OPERATION :** All expenses for running and operating al machinery equipments and installations comprised in the common areas and installations including water pump with motor and including the costs or repairing renovating and replacing the same.
3. **STAFF :** The salaries and all other expenses of the staff to be employed for the common purpose including their bonus and other emoluments and benefits.

4. ASSOCIATION : Establishment and all other expenses of the Association including its formation office establishment and miscellaneous expenses.

5. RESERVES : All creating of fund for replacement renovation and / or other periodic expenses.

6. INSURANCE : Insurance premium, if any, for insuring the building against any damage due to earthquake, fire, lightening, Civil commotion, etc.

7. OTHERS : All other expenses and outgoings including litigation expenses as are incurred by the Owner and or the Association for the common purpose.

THE SCHEDULE 'E' ABOVE REFERRED TO
(Specification, Amenities, Facilities which are part of the Apartment)
PART – I

THE SCHEDULE 'F' ABOVE REFERRED TO
'AGREED CONSIDERATION'
PART – I

AGREED CONSIDERATION	Rs.
----------------------	-----

PAYMENT SCHEDULE
PART – II

The Consideration for the Undivided Share and for construction of the said **Flat** and **Car Parking Space** as mentioned in Part-I above is to be paid to the **Promoter** as per the following Installment Payment Plan (IPP) in the following manner and the **Allotte** shall be liable to pay the due payment to the **Promoter** within **7 (Seven) days** from the receipt of demand notice otherwise **he** shall be liable to pay penalty as per **Schedule - - --** of the Agreement Source:-

SL	Installment	Particulars	Flat	Parking	Utility Charges
1	Booking	On Booking	Rs-----/-		
2	Sale Agreement	On Sale Agreement (within 15 days) (Less Booking Amount)	10%	10%	
3	Foundation	On Completion of Foundation of Block Booked	20%	20%	
4	Roof Casting	On Completion of Roof Casting of Flat Booked	20%	20%	
4	Brick Work	On Completion of Brick Work of Flat Booked	10%	10%	
6	Inside Plaster	On Completion of Inside Plaster Work of Flat Booked	10%	10%	
7	P.O.P	On Completion of P.O.P Work of Flat Booked	10%	10%	
8	Wiring	On Completion of Electrical Work of Flat Booked	5%	5%	
9	Outside Plaster	On Completion of Outside Plaster of Block Booked	5%	5%	
10	Final	On Possession/Registration	10%	10%	100%

UTILITY CHARGES (Mandatory charges):

Transformer and Power back up – -----/- per flat.

Security Deposit Common Maintenance (for 1 year) - **Rs. 25,000/-**

Other Important Terms & Conditions:

1. Registration/Stamp Duty/Taxes: As Applicable.
2. GST/Taxes: As applicable.

Additional Payments payable wholly by the Allotte
Part-III

(a). GST, betterment and / or development charges and any other tax, duty, levy or charge that may be applicable, imposed or charged, if any, in connection with construction or transfer of the said residential **Flat** and **Car Parking Space** in favour of the **Allottes**. Any liability arising on account of Service Tax is to be collected by the **Owners / Promoter** from the **Allottes** and deposited with the competent authority thereof.

(b). Stamp duty, registration fee and all other taxes, levy, miscellaneous and other allied expenses relating to the Memorandum, the Deed of Conveyance and all other papers and documents that may be executed and / or registered relating to the said residential **Flat** and **Car Parking Space** as also the additional stamp duty, additional registration fee, penalty, interest or any other levy, if any, that may be imposed or payable in this regard at any time.

(c). Charges levied by the **Owners / Promoter** for any additional or extra work done including demolition or any additional amenity or facility provided or any change, additions, alternations or variation made in the said residential **Flat** and **Car Parking Space** including the costs, charges and expenses for revision of the Plans to the extent it relates to such charges, additions, alterations or variation.

(d). SUCH other expenses including printing and stationery as also additional litigation expenses incurred in respect of any dispute with the Municipality, Corporation, Improvement Trust or any other legal authority or the government and with Insurance Company in relating to the same as deemed by the Vendors or the Committee entrusted with the management and upkeep of the said Building.

(e). The expenses of maintaining, repairing, replacing, redecorating etc. of the main structure and in particular the gutters and rain water pipes of the building water pipes, sewers line and electric wires in under or upon the building and enjoyed or used by the **Allottes** in common with the vendor and other occupiers of the other flats and car parking spaces and main entrance, passages, landings and staircases, roof of the building as enjoyed by the **Allottes** or used by **their** in common as aforesaid and the boundary walls of the building and compound etc. The cost of cleaning and lighting the passage, landing stair case and other parts of the building enjoyed or used by the **Allottes** in common as aforesaid.

(f). The costs of maintaining and decorating the exterior of the building.

(g). The costs and expenses for running operations and maintaining water pump, electric motors etc.

(h). The salaries of the clerks, chowkidars, sweepers, mistry and caretakers etc.

(i). The costs of working and maintenance of other lights and services charges.

(j). The proportionate rates and outgoings in respect of the said residential **Flat** and **Car Parking Space** which

is otherwise to be borne and paid by its owners.

(k). Maintenance of regular water supply to the flats.

(l). Security Deposit & Service charges for sanction of new and separate electric meter from WBSEB / CESC in the name of the **Allottes**.

(m). Formation of the Association for the Common Purpose.

THE SCHEDULE 'G' ABOVE REFERRED TO
'RIGHTS ON ALLOTTE'S DEFAULT'

a) Timely payment is the essence of the allotment.

b) The **Allotte** shall pay the installments in the manner as laid down in **Part-II** of the **Schedule '---'** hereto.

c) The **Promoter** shall issue Notice of Caution / Demand Notice 7 days prior to the date of payment.

d) In the event if the **Allotte** fails to pay the installments as mentioned in **Part-II** of the **Schedule '----'** and in the Caution Notice, the **Allotte** shall be liable to pay interest @ 12% (twelve per cent) per annum from the date of default / from the due date till the date of payment.

e) If the **Allotte** fails / neglects / refuses to pay the installments as well as interest @ -----% (----- per cent) within prescribed time mentioned in the Caution Notice, then the **Allotte** shall be liable to pay compound interest @ ---% (---- per cent) per annum on and over simple interest of ----% (---- per cent) from the date of default / from the due date till the date of payment.

f) If the default continues for a period of ---- (-----) months, the **Promoter** may opt for cancellation of the Agreement with condition that the **Promoter** shall realise the simple interest of -----% (----- per cent along with compound interest @ -----% (--- --- per cent per month and also cancellation charges i.e. -----% (----- per cent of the advance money paid by the **Allotte** in this Agreement and the balance amount shall be refunded after --- (-----) months from the date of cancellation and thereafter the **Promoter** shall sell the said residential **Flat** to any person or persons and for this the **Allottes** shall not raise any objection for the same.

g) Any delay or default on the part of the **Allotte** to pay the amounts payable by him to the **Promoter** under this Agreement on the due dates as stipulated, shall be construed as a breach committed by the **Allotte** and in if the default continues for a period of ---- (-----) months the **Promoter** shall be entitled to cancel the agreement.

h) The **Allottes** shall pay maintenance charge @ **Rs. -----/-** per sq.ft. in respect of super built up area of **his Flat**. In the event if the **Allotte** fail to pay the above mentioned maintenance charge, the **Allotte** shall be liable to pay interest @ -----% (--- ---- per cent) per month from the date of default / from the due date till the date of payment.

i) If the **Allotte** fails / neglects / refuses to pay the maintenance charge as well as interest @ @ -----% (----- per cent)) within prescribed time mentioned in the Caution Notice, then the **Allotte** shall be liable to pay compound interest @ 2% (two per cent) per month on and over simple interest of @ -----% (----- per cent) from the date of default / from the due date till the date of payment.

j) In case the **Allotte** fails to pay any amount payable to the Maintenance Authority:-
(a) The Maintenance Authority shall be entitled to withdraw maintenance services

attached to the unit purchased; (b) The **Allotte** shall not be entitled to avail any maintenance services; (c) The Maintenance Authority at its option may adjust the unpaid amount from the interest free security deposit.

k) The **Allotte** has agreed to regularly and punctually make payment of the said maintenance charges and in the event of any default of the **Allotte** in making payment of the maintenance and/or service charges and if such default continues for a period of --- (---- months) then and in that event without prejudice to any other right which the **Promoter** may have, the **Promoter** shall be entitled to withdraw the maintenance services including water supply /electricity in respect of the said unit and the **Allotte** specifically consents to such withdrawal of maintenance services including water supply /electricity, etc.

l) It is clarified that even the fact of non-acceptance of cancellation by the **Allotte** due to delayed payments as aforesaid shall always be deemed to be proper cancellation and the **Allotte** shall not be entitled to challenge or dispute the same.

m) In case the **Allotte** fails to take possession of the **Schedule – --** Unit within the Possession Period, the **Allotte** shall be liable to pay to the **Promoter** holding charges @ Rs -----/-(Rupees -----) per month ("**Holding Charges**").

n) The **Promoter** may at its discretion condone (without being obliged) such delay if the **Allotte** tenders valid draft for all the amount in arrears along with interest calculated @ @ -----% (----- per cent) per annum and upon the satisfaction of the **Promoter** if the defaults are rectified and the **Allotte** assures to act and observes the **Allotte's** obligations terms conditions and covenants. The decision of the **Promoter** shall be final and binding on the **Allotte** and the **Allotte** agrees to the same.

o) If at any time hereafter there be any imposition of any new tax or levy or fee or charges or if here be any enhancement in any tax or levy or betterment fee on development charges or levies surcharges under any statute rules and regulations on the land comprised in the premises and/or the said Unit and/or the building or complex or on the transfer or construction of the said Unit the same shall be borne and paid by the **Allotte** to the **Promoter** partially or wholly as the case may be 7 days of deemed without raising any dispute or objection thereto.

p) Besides the aforesaid rights the **Owner / Promoter** shall also be entitled to any other right to which the **Owner / Promoter** may be entitled to in law by reason of any default or breach on the part of the **Allotte**.

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

SIGNED AND DELIVERED BY THE WITHIN NAMED:

*Please affix
photographs
and sign
across the
photograph*

Allottee: (including joint buyers)

(1) Signature _____

Name _____

Address _____

*Please affix
photographs
and sign
across the
photograph*

(2) Signature _____

Name _____

Address _____

SIGNED AND DELIVERED BY THE WITHIN NAMED:

*Please affix
photographs
and sign
across the
photograph*

Promoter:

(1) Signature _____

Name _____

Address _____

At _____ on _____ in the presence of:

WITNESSES:

1. Signature _____

Name _____

Address _____

2. Signature _____
Name _____
Address _____

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

SCHEDULE- 'B' - FLOOR PLAN OF THE APARTMENT

SCHEDULE- 'C' - PAYMENT PLAN

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

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

(The Schedules to this Agreement for sale shall be as agreed to between the Parties)

*or such other certificate by whatever name called issued by tire competent authority.