

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made on this the _____ day of _____, Two
Thousand Twenty (20....)

BETWEEN

“SHUSHOMA REALTY PRIVATE LIMITED”, (PAN- ABICS1877P), (CIN- U70109WB2022PTC252758), a private limited company incorporated in accordance with the provisions of The Companies Act., 2013, having its registered office at 48/E, B. T. Road, P.O. & Police Station - Sinthi, Kolkata - 700 050, represented by its authorized Signatory **SRI AVIJIT SAHA**, (PAN- AKOPS7243R), (Aadhaar No.6807 9496 8123), son of late Narayan Chandra Saha, residing at Beside Jatindra Lodge, College Street, Krishnagar -1, District Nadia, West Bengal P.O. Krishnagar , Police Station Kotwali, Pin code – 741 101, hereinafter referred to as **“OWNER / VENDOR / PROMOTER”** (which term or expression shall unless excluded by of repugnant to the context or subject be deemed to mean and include its successors in interest, successor-in-office, future directors, representatives and / or permitted assigns) of the **ONE PART.**

A N D

_____, (PAN- _____), (Aadhaar No. _____), (Ph- _____), son / daughter / wife of _____, by faith Hindu, by occupation _____, by nationality Indian, residing at _____, P. O. _____ & Police Station _____, Kolkata / Pin code – _____, hereinafter jointly / collectively called and referred to as the **“ALLOTTEE/S”** (which term or expression shall unless excluded by or repugnant to the context or subject be deemed to mean and include his / her / their respective legal heirs, executors,

successors, legal representatives, administrators and assigns) of the **OTHER PART.**

The Allottees and the Owner / Vendor / Promoter shall hereinafter collectively be referred to as the "**Parties**" and individually as a "**Party**".

WHEREAS:

A 1. One Amritesh Nitai Das purchased all that agricultural land measuring 129 Decimal lying and situate in Mouza Bamunpukur, R.S.Khatian Nos.2215, 1199, 1210, 1190, 920, 819, 1211, L.R. Khatian No.699, R.S. & L.R. Dag No.1373, J.L. No.09, Pargana Bagoan, Touzi No.08, under Police Station Nabadwip, District Nadia along with some other properties from Liakat Ali by virtue of a deed of sale, registered on 17/07/2006 before the D.S.R. Nadia in Book No.I, Being No.4222 for the year 2006. After the said purchase said Amritesh Nitai Das got the said property recorded in his name in the L.R. Record of Right under L.R. Khatian No.3343.

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2. Said Amritesh Nitai Das thereafter sold and conveyed a portion of the said land measuring 33 Decimal [i.e. 20 (twenty) Cottahs more or less] lying and situate in Mouza Bamunpukur, R.S. Khatian Nos.2215, 1199, 1210, 1190, 920, 819, 1211, L.R. Khatian No.3343, R.S. & L.R. Dag No.1373, J.L. No.09, Pargana Bagoan, Touzi No.08, under Police Station Nabadwip, District Nadia, to one Mrs. Punam Dinesh Kocharekar alias Punam Kocharekar, wife of Mr. Dinesh V Kocharekar by virtue of a deed of sale, registered in the office of A.D.S.R. Nabadwip in Book No.I, Volume No.02, Pages from 177 to 182, Being No.72 for the year 2008 for valuable consideration mentioned therein.

3. After the said purchase said Mrs. Punam Dinesh Kocharekar alias Punam Kocharekar got the said property recorded in her name in the L.R. Record of Right under L.R. Khatian No.4274 and while so seized and possessed of the said property said Mrs. Punam Dinesh Kocharekar alias Punam Kocharekar sold and conveyed the said property to Geminy Sewing Machines Co. Pvt. Ltd.,

by virtue of a Deed of Conveyance dated 18/04/2019, registered in the office of the D.S.R. Nadia, in Book No.I, Volume No.1301-2019, Page from 95418 to 95445, Being No.5192 for the year 2019 for valuable consideration mentioned therein.

B. Shushoma Realty Pvt. Ltd., the Owner / Vendor / Promoter herein, by virtue of a Deed of Conveyance dated 01/08/2022, registered in the office of the Addl. Registrar of Assurances – I, Kolkata, in Book No.I, Volume No.1901-2022, Page from 321525 to 321550, Being No.190106764 for the year 2022, purchased the said property from the said Geminy Sewing Machines Co. Pvt. Ltd. for valuable consideration mentioned therein and took possession thereof. .

C. The Said Land is earmarked for building / constructing a residential cum Commercial project, comprising of a multistoried building having several flats, car parking spaces, commercial space and units and the said project shall be known as “ **GAURANG SUNDAR BHAVAN** ” ("**Project**");

D. The Owner / Vendor / 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 the Project is to be constructed have been completed.

E. The Owner / Vendor / Promoter prepared a feasible building plan of the said Premises / Property and submitted the same before the Nadia Zila Parisad and the said Nadia Zila Parishad accorded the sanction of the building plan on 11/12/2024 to develop the Project on the basis of **Docket / ID No.HS1226M93 dated 27/12/2022** and accordingly the Vendor / Promoter started construction upon the said property.

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

G. The Promoter herein is in the process of applying for registration of the proposed construction of the project in the name **“GAURANG SUNDAR BHAVAN”** before the competent authority under the provisions of the Act with the Real Estate Regulatory Authority at Kolkata.

H. The Allottees applied for an apartment in the Project and has been allotted Apartment / Flat being No..... on the Floor, in Block - of the said building, measuring **Carpet Area of** square feet more or less, Balcony Area of sq. ft. corresponding to Super Built Up Area sq. ft. more or less, as permissible under the applicable law and of pro rata share in the common areas ("Common Areas") as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the "Apartment" more particularly described in the **SCHEDULE “B”** and the floor plan of the apartment is annexed hereto at the end of the Deed in a separate sheet, to be treated as part of this Deed;

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

J. The Allottees hereby agree with the Promoter that the common portions and common facilities designated by the Promoter for use of Allottees shall be used by all the Allottees in common with each other and shall be hereinafter referred to as the **“COMMON PORTIONS”**;

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

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

M. 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, in the manner mentioned below, and the Allottee hereby agree to purchase the Apartment ascribed in Paragraph H of the recital herein. This Agreement for Sale is being executed without possession. The building is under construction;

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

1. TERMS:

1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottees and the Allottees hereby agree to purchase, the Apartment / Flat as specified in paragraph H above;

1.2 The Total Price for the Apartment / Flat (based on the Carpet Area) is (Rupeesonly).

Apartment/Flat No.	Floor	Block	Side / Facing

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 Value Added Tax, Service Tax, GST, CGST, if any as per law, and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter) up to the date of handing over the possession of the [Apartment/Plot]: Provided that in case there is any change / modification in the taxes, the subsequent amount

payable by the allottee to the promoter shall be increased/reduced based on such change / modification;

(iii) The Promoter shall periodically intimate to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/ notifications together with dates from which such taxes/levies etc. have been imposed or become effective;

(iv) The Total Price of [Apartment/Plot] includes: 1) pro rata share in the Common Areas; and 2) _____ garage(s)/closed parking(s) as provided in the Agreement.

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

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

The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @ _____ % per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/ withdrawal, once granted to an Allottee by the Promoter.

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

[Applicable in case of an apartment] The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate* is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand that from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this Agreement.

Subject to Clause 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the [Apartment/ Plot] as mentioned below:

- (i) The Allottee shall have exclusive ownership of the [Apartment/Plot];
- (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share / interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as

applicable. It is clarified that the promoter shall convey undivided proportionate title in the common areas to the association of allottees as provided in the Act;

(iii) That the computation of the price of the [Apartment/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, fire detection and firefighting equipment in the common areas etc. and includes cost for providing all other facilities as provided within the Project.

It is made clear by the Promoter and the Allottee agrees that the [Apartment/Plot] along with _____ garage/ closed parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.

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

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

banks and financial institutions, which are related to the project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

The Allottee has paid a sum of Rs _____ , (Rupees _____ only) as booking amount being part payment towards the Total Price of the [Apartment/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 as may be demanded by the Promoter within the time and in the manner specified therein:

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

2. MODE OF PAYMENT

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee(s) shall make all payments, on demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque / demand draft or online payment (as applicable) in favour of "**SHUSHOMA REALTY PVT. LTD.** payable at Kolkata.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES

3.1 The Allottee(s), if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in the Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof

and all other applicable laws including that of remittance of payment acquisition / sale / transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfil its obligations under this Agreement. Any refund, or transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of the Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee(s) understand and agree that in the event of any failure on their part to comply with the applicable guidelines issued by the Reserve Bank of India, they shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

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

4. ADJUSTMENT / APPROPRIATION OF PAYMENTS

The Allottee(s) authorize the Promoter to adjust / appropriate all payments made by them under any head(s) of dues against lawful outstanding, if any, in their names as the Promoter may in its sole discretion deem fit and the Allottee(s) undertake not to object / demand / direct the Promoter to adjust their payments in any manner.

5. TIME IS ESSENCE

Time is of the essence for the Promoter as well as the Allottee(s). The Promoter shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee(s) and the common areas to the Association of the Allottee(s) after receiving the Occupancy Certificate / the Completion Certificate or both, as the case may be. Similarly, the Allottee(s) shall make timely payments of the instalment and other dues payable by them and meet the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in **SCHEDULE 'C' ("Payment Plan")**.

6. CONSTRUCTION OF THE PROJECT/ APARTMENT

The Allottee(s) have seen the specifications of the Apartment and accepted the Payment Plan, floor plans, and layout plans annexed along with this Agreement which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications as mentioned in **SCHEDULE "D"** hereunder written. 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 Kolkata Municipal Corporation and shall not have an option to make any variation / alteration / modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE APARTMENT

7.1 Schedule for possession of the said Apartment: The Promoter agrees and understands that timely delivery of possession of the Apartment is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the Apartment tentatively before **March, 2028** unless there is delay or failure due to war, flood, drought,

fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee(s) agree that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee(s) agree and confirm 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. After refund of the money paid by the Allottees, Allottees agree that they shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2 Procedure for taking possession – The Promoter, upon obtaining the Occupancy / Completion / Partial Completion Certificate from the Competent Authority shall offer in writing the possession of the Apartment, to the Allottee(s) in terms of this Agreement to be taken within 2 (two) months from the date of issue of such notice and the Promoter shall give possession of the Apartment to the Allottee(s). The Promoter agrees and undertakes to indemnify the Allottee(s) in case of failure of fulfilment of any of the provisions, formalities, or documentation on the part of the Promoter. The Allottee(s) agree(s) to pay the maintenance charges as determined by the Promoter / Association of Allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee(s) in writing within **15 (fifteen) days** of receiving the Occupancy / Completion / Partial Completion Certificate of the Project.

7.3 Failure of Allottee(s) to take Possession of Apartment: Upon receiving a written intimation from the Promoter as mentioned above, the Allottee(s) shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Apartment to the

Allottees. In case the Allottee(s) fail to take possession within the time provided as mentioned above, such Allottee(s) shall continue to be liable to pay maintenance charges as applicable.

7.4 Possession by the Allottees – After obtaining the Occupancy Certificate and handing over physical possession of the Apartment to the Allottee(s), it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the Association of the Allottee(s) or the Competent Authority, as the case may be, as per the local laws.

7.5 Cancellation by Allottee(s) – The Allottee(s) shall have the right to cancel/withdraw their allotment in the Project as provided in the Act:

Provided that where the Allottee(s) propose 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 45 days of such cancellation.

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

Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of its business as a Developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the Allottee(s), in case the Allottee(s) wish to withdraw from the Project, without prejudice to any other remedy

available, to return the total amount received by it in respect of the Apartment, with interest at the rate specified in the Rules within 45 days including compensation in the manner as provided under the Act. Provided that where if the Allottee(s) do not intend to withdraw from the Project, the Promoter shall pay the Allottees interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the Apartment.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

- (i) The Owner / Vendor / Promoter has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the Competent Authorities to carry out the development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project;
- (iv) There are no litigations pending before any Court of law with respect to the said Land, Project or the Apartment;
- (v) All approvals, licenses and permits issued by the Competent Authorities with respect to the Project, said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Apartment and common areas;

(vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;

(vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said [Apartment/Plot] which will, in any manner, affect the rights of Allottee under this Agreement;

(viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [Apartment/Plot] to the Allottee in the manner contemplated in this Agreement;

(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 and the common areas to the Association of the Allottees;

(x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;

(xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;

(xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project;

(xiii) That the property is not Waqf property.

9. EVENTS OF DEFAULTS AND CONSEQUENCES

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

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

9.2 In case of Default by Promoter under the conditions listed above, Allottee/s is/are entitled to the following:

- (i) Stop making further payments to the Promoter as demanded by the Promoter. If the Allottee(s) stop 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 penal 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 at the rate specified in the Rules within **forty-five** days of receiving the termination notice:

Provided that where Allottee(s) do not intend to withdraw from the project or terminate the Agreement, they shall be paid, by the Promoter, interest at the rate specified in the Rules, for every month of delay till the handing over of the possession of the Apartment.

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

10. CONVEYANCE OF THE SAID APARTMENT

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

11. MAINTENANCE OF THE SAID BUILDING / APARTMENT / PROJECT

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the Association of the Allottees. The cost of such maintenance has been excluded from the Total Price of the Apartment.

12. DEFECT LIABILITY

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

13. RIGHT OF ALLOTTEE(S) TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES

The Allottee(s) hereby agree to purchase the Apartment on the specific understanding that their right to the use of Common Areas and Facilities as mentioned in **SCHEDULE "E"** hereunder written shall be subject to timely payment of total maintenance charges as mentioned in **SCHEDULE "F"** hereunder written, as determined and thereafter billed by the maintenance agency appointed or the association of allottee(s) (or the maintenance agency appointed by it) and performance by the Allottee(s) of all their 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 to all Common Areas, Garages / Closed Parking and Parking Spaces for providing necessary maintenance services and the Allottees agree to permit the Association of Allottees and / or Maintenance Agency to enter into the Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

15. USAGE

Use of Service Areas: The service areas located within the Project, shall be earmarked for electric transformer, DG set, underground water tanks, pump, Caretaker room, Community hall maintenance and fire fighting equipment's etc. and other permitted uses as per sanctioned plans. The Allottee(s) shall not be permitted to use the service areas in any manner whatsoever and the same shall be reserved for use by the Association of Allottees formed by the Allottees for rendering maintenance services. However, The Allottee/s and other co-owners and the Owners / Vendors (being co-owners) of the Project shall have the rights, easements, quasi-easements, privileges and / or appurtenances as mentioned in **SCHEDULE "G"** hereunder written.

16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

Subject to Clause 12 above, the Allottee(s) shall, after taking possession, be solely responsible for maintaining the Apartment at his / her / their own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

The Allottees further undertake, assure and guarantee that they would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottee(s) shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further, the Allottee(s) shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the building. The Allottee(s) shall also not remove any wall, including the outer and load-bearing wall of the Apartment. The Allottee(s) shall plan and distribute their electrical load in conformity with the electrical systems installed by the Promoter and thereafter the Association of Allottees and / or Maintenance Agency appointed by Association of Allottees. The Allottee(s) shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEES

The Allottee(s) are entering into this Agreement for the allotment of an Apartment with the full knowledge of all laws, rules, regulations, and notifications applicable to the Project in general and this project in particular. That the Allottee(s) hereby undertake that they shall comply with and carry out, from time to time after they have taken over for occupation and use the said Apartment, all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the Apartment at their own cost.

18. ADDITIONAL CONSTRUCTIONS

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

19. PROMOTER SHALL NOT MORTGAGE OR CREATE CHARGE

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

20. APARTMENT OWNERSHIP ACT

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

21. BINDING EFFECT

Forwarding this Agreement to the Allottee(s) by the Promoter do not create a binding obligation on the part of the Promoter or the Allottee(s) until, first, the Allottee(s) sign and deliver this Agreement with all the Schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee(s) and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoter. If the Allottee(s) fail to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottees and / or appear before the Registrar / Sub-Registrar / Registrar of Assurance for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee(s) for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottees, application of the Allottee(s) 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 amongst the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment / building, as the case may be.

23. RIGHT TO AMEND

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

24. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/S / SUBSEQUENT ALLOTTEE(S)

It is clearly understood and so agreed amongst the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottee(s) of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

25. WAIVER NOT A LIMITATION TO ENFORCE

25.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee(s) in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee(s) that the 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 Allottee.

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

26. SEVERABILITY

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

Wherever in this Agreement it is stipulated that the Allottee(s) have to make any payment, in common with other Allottees in the Project, the same shall be the proportion which the Carpet Area of the Apartment bears to the total Carpet Area of all the Apartments in the Project.

28. FURTHER ASSURANCES

All Parties agree that they shall execute, acknowledge and deliver to the / each other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any

transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

29. PLACE OF EXECUTION

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

30. NOTICES

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

(A)

(B) **SHUSHOMA REALTY PRIVAT LIMITED**
48E, B.T. Road, (Sinthee More) Ground Floor
 KOLKATA- 700 050
 E-mail: shushomarealtypvtltd@gmail.com

It shall be the duty of the Allottees and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above

address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Allottees, as the case may be.

31. JOINT ALLOTTEES

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

32. GOVERNING LAW

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

33. DISPUTE RESOLUTION

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

34. The Allottee(s) may assign this agreement any time before the registration of the Deed of Conveyance, subject to the following conditions;

- i) The profile of the assignee is accepted by the promoter;

- ii) An assignment fee equivalent to 3% (three per cent) of the total price of the Apartment and exclusive right to use the Car Parking Space together with applicable taxes 'if any' payable, has been paid to the Promoter;
- iii) All amounts agreed to be payable by the Allottee(s) intending to assign the agreement for sale has already been paid to the Promoter.

35. Any application letter, agreement or any other document signed by the Allottee(s) in respect of the Apartment prior to the execution and registration of the Agreement for Sale for such Apartment shall not be construed to limit the rights and interests of the Allottees under the Agreement for Sale or under the Act or the Rules or the Regulations made thereunder.

OTHER COVENANTS

1. That before taking possession of the Apartment the Allottee will make payment the following total sum i.e. (a) Rs.25,000/- as security deposit on account of maintenance, (b) Re.2/- per sq. ft. per month calculated on the total super built up area of the Apartment for six months.
2. The Allottees will pay a consolidated sum of **Rs...../-** (Rupees only) **[Amenities cost]** for the following facility - separate / personal electric meter for the flat (including security deposit), staircase common area painting, collapsible gate with primer and paint, main door polished, C.C. T.V Camera, Intercom facility, A.C. Community Hall, Caretaker / Security room, Iron Removal Plant, Temple, legal expenses etc. The said amount will be paid at the time of registration of the deed of conveyance of the apartment and handing over of the possession of the Apartment.
3. That all the occupiers / owners of the flats in the building shall enjoy the roof in common and have the right to install TV antenna, dry cloths and maintain the overhead water tank and the accessibility of the roof will

not be obstructed to the Allottee/s in any manner whatsoever. Howsoever, the Promoter shall have the right to use the roof of the said premises by installing tower, hoarding etc. and have the monetary benefit therefrom solely and no Allottees or Vendors shall be entitled to raise any objection in this matter in any way, whatsoever nor demand any monetary benefit therefrom. Safety rules and precaution for installation of the same should be complied with.

4. That the Vendor / Promoter hereto during the subsistence of the present Agreement for Sale shall not sell out, transfer, assign, mortgage or alienate the Said Apartment or any part or portion thereof.
5. The details of the specification and amenities of the Said Apartment has been furnished in the Schedule 'D' written hereunder and any extra work other than those specified therein, indicated or required to be carried out by the Allottees in the said Apartment shall be intimated in details to the Promoter by a letter within 7 days from the date of signing this agreement and the Promoter, if admit the same to be carried out, will cause execution of such works and the charges thereof shall be payable extra as per the rate to be mutually decided by the Promoter and the Allottees before undertaking execution of the said extra work and for which no outside Contractor will be allowed to work. All payments for extra work shall be made by the Allottees to the Promoter before commencement of such extra work. The amount to be paid shall be treated as an additional payment in excess of the consideration price.
6. Until formation of the Association the Promoter shall manage and maintain the building, the common areas and facilities by itself or through its nominee or nominees at the expenses of the co-owners including the Allottees and all the costs and charges and expenses for and in connection with the aforesaid purposes shall be borne and paid by the Allottees and other Co-owners proportionately. Upon formation of the Association the Allottees shall pay the maintenance cost as would be fixed by the Association.

7. As long as the Said Apartment in the said building is not separately assessed for municipal taxes, building taxes, Urban Land taxes and other taxes / charges, which may hereafter be payable, the Allottees shall pay proportionate share of water and electricity charges and municipal taxes and other statutory taxes as assessed on the whole building to the Promoter and on its formation to the Association as mentioned above. Once the Said Apartment is separately assessed the Allottees shall be liable directly to the authority / department concerned for such payment of the rates and taxes. The Promoter and upon its formation the Association would reserve the right to take any legal action against the Allottees to realize the sum due on **their** account for the monthly cost of maintenances and the proportionate municipal taxes etc.

8. The Advocate appointed for the project will draft and prepare the Deed of Conveyance of the Said Apartment and conduct the Registration process of the same and the Allottees shall bear the necessary / required expenses towards the stamp duty, Registration Fees, miscellaneous expenses and Advocate fees i.e. cost of the entire registration process. The Allottees shall pay the cost of registration to the Advocate at least 7 days prior to the registration of the deed of conveyance of the Said Apartment or which is to be done at the time of delivery of possession of the Said Apartment.

9. Nothing contained in this Agreement is intended to be nor shall be construed as a grant, demise or assignment in law of the Said Apartment or the building or any part thereof to the Allottees and the Allottees shall have no right nor be entitled to let, encumber or assign the Said Apartment physically or anywise until the entire consideration amount and other due amount are paid and the registration of the deed of conveyance is done.

SCHEDULE 'A' ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS

(SAID PROPERTY)

ALL THAT piece and parcel of Bastu land measuring 33 Decimal [i.e. 20 (twenty) Cottahs more or less] lying and situate Mouza Bamunpukur, R.S. / L.R. Dag No.1373, R.S. Khatian Nos.2215, 1199, 1210, 1190, 920, 819 & 1211, L.R. Khatian No.11192 (earlier L.R. Khatian No.9659 then 4274), J. L. No.09, Pargana Bagoan, Touzi No.08, under Police Station Nabadwip, District Nadia, within the limits of Bamunpukur Gram Panchayet – I, Pin – 741 313, which is buutted and bounded by:

ON THE NORTH : 16' wide Kancha Passage;

ON THE SOUTH : 16' wide Kancha Passage;

ON THE EAST : 16' wide Kancha Passage;

ON THE WEST : 16' wide Kancha Passage.

SCHEDULE 'B' ALONG WITH FLOOR PLAN OF THE APARTMENT:**(Said Apartment)**

ALL THAT a self-contained independent side / facing Apartment / Flat being No..... on the Floor, Block of the said building measuring **Carpet Area** of square feet (three hundred and twenty eight sq. ft.) more or less, Balcony Area of sq. ft. more or less, corresponding to sq. ft. more or less (Super Built Up Area), comprising of Bed Room, Dining cum Kitchen, Toilet, Balcony together with undivided proportionate impartible share and interest in the land comprising the said Premises Together With undivided right in common areas and facilities and the right of support and Together With all easement, quasi-easement rights attached thereto Together with right of access, right of way, right of protection and right of passage in common. The floor plan is appended as Annexure – II; the said Apartment / Flat is butted and bounded by:

ON THE NORTH :

ON THE SOUTH :

ON THE EAST :

ON THE WEST :

SCHEDULE 'C' PAYMENT PLAN BY THE ALLOTTEES

(PAYMENT PLAN)

The Total Price shall be paid by the Allottee in the following manner (after deducting TDS). Required GST will be paid along with the part payment.

Sl. NO.	Particulars	Percentage	Amount to be paid (in rupees)
1.	On agreement	10%	Rs.
2.	On Completion of plinth level	20%	Rs.
3.	On completion of 2nd floor roof casting (According to blocks)	10%	Rs.
4.	On completion of 6th floor roof casting (According to blocks)	20%	Rs.
5.	On completion of brick work (Allotted flat)	10%	Rs.
6.	On completion of inside plaster (Allotted flat)	10%	Rs.
7.	On completion of flooring (Allotted flat)	10%	Rs.
8.	30days Before possession or registration (whichever is earlier)	10%	Rs.

IN WITNESS whereof the parties hereinabove named have set their respective hands and signed this Agreement for sale at _____ in the presence of attesting witness, signing as such on the day first above written

WITNESSES:

1.

Signature of the Vendors / Promoter

2.

Signature of the Allottee(s)

Drafted & prepared by me as per the instructions given & documents supplied by the parties and approved by them:

Advocate

High Court, Calcutta,

MEMO OF CONSIDERATION

RECEIVED from the within named Allottee(s) the within-mentioned Advance money of/- (Rupees) only in the following manner:

CHQ. No./RTGS/NEFT	DATE	BANK	BRANCH	AMT./RS.
			TOTAL	

WITNESSES:

1.

2.

Signature of the Promoter