

DRAFT “AGREEMENT FOR SALE”- For Commercial Shop

This Agreement for Sale ("**Agreement**") executed on this _____ day of _____, 2025,

By and Between

1. a) **Sri Anshul Kumar Rathi** (PAN AEPPR2606Q, Aadhaar No. 4724 9870 2611) son of Late Ramesh Kumar Rathi, Hindu by religion, Indian citizen, Business by occupation, residing at Old Manbazar Road, Purulia, P.S. Purulia (T) and Dist. Purulia, West Bengal.
- b) **Sri Bhagwati Prasad Rathi** (PAN AGYPR8515K, Aadhaar No. 5531 4314 2396) son of Late Ramesh Kumar Rathi, Hindu by religion, Indian citizen, Business by occupation, residing at Old Manbazar Road, Purulia, P.S. Purulia (T) and Dist. Purulia, West Bengal.
- c) **Smt Binita Rathi** (PAN AFOPJ9866J, Aadhaar No. 5623 6484 1521) wife of Anshul Kumar Rathi, Hindu by religion, Indian citizen, Business by occupation, residing at Old Manbazar Road, Purulia, P.S. Purulia (T) and Dist. Purulia, West Bengal.
- d) **Smt Puja Rathi** (PAN CLRPS 1701G, Aadhaar No.8350 6019 0530), Wife of Sri Bhagwati Prasad Rathi Hindu by religion, Indian citizen, Business by occupation, residing at Old Manbazar Road, Purulia, P.S. Purulia (T) and Dist. Purulia, West Bengal.

All hereinafter collectively referred to as “**the Owners**” (which expression shall unless exclude by or repugnant to the subject or context be deemed to mean and include their respective successor (s) in – interest, legal representative and assigns) of the **First Part**.

The Owners are represented by their constituted Attorney Sri Ajit Kumar Sarawgi or Sri Anup Kumar Sarawgi as per the Deed of Development Agreement and General Power of Attorney executed between the Owners and the Attorney vide No. – I 6021/2023 dated 01-12-2023 registered in the office of A.D.S.R., Purulia.

AND

- 2 **M/s Pragati Infratech (India) Private Limited, PAN AAGCP4721L** a Company incorporated under the Companies Act, 1956 and governed by the provisions of the Companies Act, 2013, having its principal place of business at 24 Park Street, Development House, 3rd Floor, Kolkata - 700 016 represented by its Director, **Ajit Kumar Sarawgi (PAN AKUPS4624A) (Aadhaar No. 2348 0998 5630)** son of Late Nandlal Sarawgi or its Authorised Signatory Sri Anup Kumar Sarawgi, Aadhaar No. 5420 7394 4430 son of Late Motilal Sarawgi both by faith Hindu, by Nationality Indian, by occupation Business, residing at North Lake Road, Purulia, P.O.- Purulia, West Bengal- 723101 hereinafter called the **Promoter** of the **Second Part**.

(**Promoter**, includes its successors-in-interest and permitted assignees)

AND

XXXX YYYY [PAN XXXXXXXXXXXX] [Aadhaar No. XXXX XXXX XXXX], son of XXXXXXXXXXXX by faith Hindu, by nationality Indian, by occupation XXXXXXXX, aged XX years, residing at XXXXXXXXXXXXXXXXXXXXXXXX. hereinafter collectively called the **Allottee(s)** of the **Third Part**.

(**Allottee(s)**, include their successor-in-interest, executors, administrators and permitted assignees).

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

DEFINITIONS - For the purpose of this Agreement for Sale, unless the context otherwise requires: -

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

WHEREAS:

A. The owner have acquired the said property in Mouza Raghobpur, P.S.- Purulia Town, Pragana - Charrah, at Deshbandhu Road, Municipal Ward No. 21, Dist- Purulia vide three Conveyance Deeds registered in the office of ADSR, Purulia details as under:-

a) Deed No. 5303/21 dated 30-10-2021 for total area 22 Katha, 11 Chhatak and 35 Sq.ft. under R.S. Khatian No. 1147, 1148, 1149 & 1089 R.S./L.R Khatian No. 4067 R.S./L.R Plot No.3859 area 7257 Sq.ft., R.S./L.R. Plot No. 3871 area 3015 Sq.ft. and R.S./L.R Khatian No. 4067 R.S./L.R. Plot No. 3870 area 6098 Sq.ft. i.e. total area 16370 sq.ft.

b) Deed No. 6239/21 dated 15-12-2021 for total area 3.5 Decimal under R.S. Khatian No. 287, L.R. Khatian No. 2205 & 2207, R.S. / L.R. Plot No. 3870 area 1524 Sq.ft.

c) Deed No. 3762/2023 dated 13-07-2023 for total area 11 Katha and 2 Chhatak under R.S. Khatian No. 1089 and 1149, L.R. Khatian No. 1893 and 1894 R.S/ L.R. Plot No. 3871- Area 8010 Sq.ft.

The Owner got their names mutated and recorded in the settlement records under LR Khatian No. 4100, 4101, 4102 & 4103 in LR Plot Nos. 3859, 3870 & 3871.

The Owners also got the said plots converted from Danga/ Bastu to Commercial Abasan Vide Conversion Case Nos. CN/2021/1402/153 to 156 dated 24-11-2021, CN/ 2022/1402/79 to 82 dated 13-01-2022 & CN/ 2023/1402/471, 472,475,477 DATED 10-08-2023 OF B.L. & L.R.O. Purulia-II and CN/2021/1402/157 to 160 dated 11-07-2022 of D.L & L.R.O., Purulia.

The Owners have mutated the said Land in their names in the records of Purulia Municipality under Holding No. 25/1, 35 & 36 in Ward No. 21.

B. The Promoter, is entitled to carry out construction upon the Said Land on the terms and conditions mentioned in the Development Agreement dated 01-12-2023 registered at the office of the ADSR, Purulia in Book No. I volume No. 1402 – 2023 Pages from 97628 to 97670 being No. 140206021 of the year 2023 (Development Agreement).

- C.** The Said Land is earmarked for the purpose of Building a Commercial cum Residential project, comprising of Basement + G+ VII Floor multistoried commercial cum Apartment/Shop buildings and the said Project shall be known as **'Pragati Elite' (Project)**;
- D.** The development of the said Project known as **'Pragati Elite'** inter alia consisting Basement, Ground and 7 (Seven) floors multistoried commercial cum Apartment/Shop buildings which shall be developed by the Promoter and proposed as a "Real Estate Project" and is under registration as a 'real estate project' (**Real Estate Project**) with the West Bengal Real Estate Regulatory Authority (**Authority**), under the provisions of the Act, Rules and Regulations and other rules, regulations, circulars and rulings issued thereunder from time to time.
- E.** The Owners and the Promoter are fully competent to enter into this Agreement and all the legal formalities with respect to the right of the Promoter regarding construction of the Project on the Said Land have been completed.
- F.** The Purulia Municipality acknowledged on 24-02-2024, our letter dated 09-02-2024 intimating commencement of the Project.
- G.** The Promoter has obtained the final layout plan approvals for the Project from the Purulia Municipality *vide* Building Permit No. **SWS-OBPAS/1402/2023/0373** dated **09-02-2024** for the purpose of raising multistoried buildings on the Said Land.
- H.** The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at Kolkata on 21/04/2024 under registration no-WBRERA/P/PUR/2024/001344.
- I.** The Allottee(s) had applied for A commercial space in the Project and has been allotted Apartment/Shop No XX having carpet area of sq mt. ,Builtup Area sq.mt. (sq. ft.) and superbuiltup area sq.mt. (sq.ft.) type commercial, on XX floor in the Block No. N.A., (**Block/Building**) along with - Four Wheeler and - Two Wheeler parking no. - and measuringsquare feet in the basement , as permissible under the applicable law and pro rata share in the common areas of the Real Estate Project (**Share In Common Areas**), as defined under clause (n) of Section 2 of the Act (**Said Apartment/Shop and Appurtenances**) more particularly described in **Schedule B** and the floor plan of the Commercial Space /Apartment/Shop is annexed hereto and marked as **Annexure I**;

- J.** A. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- 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 and the Allottee(s)s hereby agrees to purchase the Apartment/Shop/ commercial Space and the parking (if applicable) as specified in paragraph **I** ;

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

1. TERMS:

Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee(s)s and the Allottee(s)s hereby agrees to purchase, the Apartment/Shop / commercial space as specified in paragraph **I**.

The Total Price (excluding Goods & Service Tax) for the Designated commercial space based on carpet area of the Unit is Rs./- (Rupees) and one Four Wheeler & one Two Wheeler Parking is Rs./- (Rupees) the Other Costs and Deposits Amount is Rs/- (Rupees) and Taxes of Rs./- (Rupees) aggregating to Rs./- (Rupees only) ("**Total Price**"):

	Block No.-N.A, Unit No.-..., Floor-...	Rate of Commercial Space per square feet (to be derived from amounts as per carpet area).
	Carpet Area Built up Area Maintenance Chargeable Area	 sq. mt. sq mt. sq. ft.
	Price for the Commercial Space	Rs./- (Rupeesonly)
	Parking -	Rs. (Rupees only)
A)	Total Price of Apartment/Shop/Commercial Space and parking (in rupees) without Taxes	Rs. /-(Rupeesonly)
A1)	Taxes (The Goods and Service Tax and any other applicable tax on the Total Price shall be payable by the Allottee(s) as per prevalent rates)	As per prescribed rates, currently being 12%, amounting to Rs...../- (Rupees only)
B)	Other Costs	
	B1 Transformer Charges & Electricity Charges	Rs./-(Rupees only) + Applicable GST @12%
	B2 Maintenance Charges for 6 months @ Rs. 10/- per month per sq.ft.	Rs./- (Rupees only). + Applicable GST @18%
	B3 Total other cost without GST	Rs./- (Rupeesonly)
	B4 GST on other Cost	Rs./- (Rupeesonly)
(C)	Total Price in Rupees (A+A1+B3+B4)	Rs./- (Rupeesonly)

Explanation:

- (i) The Total Price above includes the booking amount paid by the Allottee(s) to the Promoter towards the Apartment/Shop;

- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of GST and other taxes, 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/Shop:

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;

- (iii) The Promoter shall periodically intimate to the Allottee(s), the amount payable as stated in sub clause (i) above and the Allottee(s) shall make payment within 30 (thirty) days from the date of such written intimation. 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/Shop/Commercial space includes: **1)** pro rata share in the Common Areas; and **2)** covered parking (if any) as provided in the Agreement.
- (v) 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/rule/regulation to that effect along with the demand letter being issued to the Allottee(s), which shall only be applicable on subsequent payments.
- (vi) The Allottee(s) shall make the payment as per the payment plan set out in **Schedule C ("Payment Plan")**.
- (vii) The Promoter shall not allow, any rebate for early payments of installments payable by the Allottee(s).
- (viii) 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/Shop, plot or building, as the case may be, without the previous written consent of the Allottee(s). 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.

- (ix) The Promoter shall confirm the final carpet area that has been allotted to the Allottee(s) after the construction of the Block 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(s) within forty-five days as specified in the Rules. If there is any increase in the carpet area allotted to Allottee(s), the Promoter shall demand that from the Allottee(s) 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 of this Agreement.

Subject to Clause 9.3 the Promoter agrees and acknowledges, the Allottee(s) shall have the right to the Apartment/Shop as mentioned below:

- (i) The Allottee(s) shall have exclusive ownership of the Apartment/Shop;
- (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, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottee(s) 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 Allottee(s)s as provided in the Act;
- (iii) That the computation of the price of the Apartment/Shop/Commercial Space includes recovery of price of land, construction of not only the Apartment/Shop /Shop but also the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring and firefighting equipment in the common areas etc. and includes cost for providing all other facilities as provided within the Project
- (iv) It is made clear by the Promoter and the Allottee(s) agrees that the Apartment/Shop along with covered parking (if any) 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(s). It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottee(s)s of the Project.

- (v) It is understood by the Allottee(s) that no other areas and i.e. areas and facilities falling outside the Project, shall form a part of the declaration to be filed with the Competent Authority in accordance with the West Bengal Apartment/Shop Ownership Act, 1972.
- (vi) The Promoter agrees to pay all outgoings before transferring the physical possession of the Apartment/Shop to the Allottee(s), which it has collected from the Allottee(s), 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 Allottee(s) or any liability, mortgage loan and interest thereon before transferring the Apartment/Shop to the Allottee(s), 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.
- (vii) The Allottee(s) has paid the booking amount being part payment towards the Total Price of the Apartment/Shop at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee(s) hereby agrees to pay the remaining price of the Apartment/Shop as prescribed in the Payment Plan (**Schedule C**) as may be demanded by the Promoter within the time and in the manner specified therein: Provided that if the Allottee(s) 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 banking channel.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES

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

The Promoter accepts no responsibility in this regard. The Allottee(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 Allottee(s) 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/Shop 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) authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee(s) undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

5. TIME IS ESSENCE

Time is of essence for the Promoter as well as the Allottee(s). The Promoter shall abide by the time schedule for completing the project and handing over the Apartment/Shop to the Allottee(s) and the common areas to the association of the Allottee(s) after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee(s) shall make timely payments of the installment and other dues paya-

ble by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in **Schedule C (Payment Plan)**.

6. CONSTRUCTION OF THE PROJECT/ APARTMENT/SHOP

The Allottee(s) has seen the specifications of the Apartment/Shop and accepted the Payment Plan, floor plans, layout plans [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the statutory authority concerned 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/SHOP

- (i) **Schedule for possession of the said Apartment/Shop:** The Promoter agrees and understands that timely delivery of possession of the Apartment/Shop is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the Apartment/Shop/ commercial space on or before 31st December 2026, 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) agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment/Shop, 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 time agreed between the Parties from that date. After refund of the money paid by the Allottee(s), Allottee(s) agrees that he/she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

- (ii) **Procedure for taking possession:** The Promoter, upon obtaining the occupancy certificate from the competent authority or after making the Apartment/Shop ready to move for fit outs shall offer in writing the possession of the Apartment/Shop, to the Allottee(s) in terms of this Agreement to be taken within 1 (one) month from the date of issue of such notice and the Promoter shall give possession of the Apartment/Shop to the Allottee(s). 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) agrees to pay the maintenance charges as determined by the Promoter/association of Allottee(s)s, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee(s) in writing within 21 days of receiving the occupancy certificate of the Project.
- (iii) **Failure of Allottee(s) to take Possession of Apartment/Shop:** Upon receiving a written intimation from the Promoter as per clause 7 (ii), the Allottee(s) shall take possession of the Apartment/Shop 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/Shop to the Allottee(s). In case the Allottee(s) fails to take possession within the time provided in clause 7(ii), such Allottee(s) shall continue to be liable to pay maintenance charges as applicable.
- (iv) **Possession by the Allottee(s):**After obtaining the occupancy certificate and handing over physical possession of the Apartment/Shop to the Allottee(s)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)s or the competent authority, as the case may be, as per the local laws.
- (v) **Cancellation by Allottee(s):** 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 or such period as may be agreed by the parties.

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

Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the Apartment/Shop (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the Allottee(s), in case the Allottee(s) 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/Shop, 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) does not intend to withdraw from the Project, the Promoter shall pay the Allottee(s) interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the Apartment/Shop.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

- (i) The Owners have 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 Said Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Said Project/ Said Land;
- (iii) There are no encumbrances upon the Said Land or the Said Project;
- (iv) There are no litigation pending before any Court of law with respect to the Said Land, Said Project or the Said Apartment/Shop;

- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, Said Land and Apartment/Shop 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, Block building and Apartment/Shop 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 Said Project and the Said Apartment/Shop 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/Shop 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/Shop to the Allottee(s) and the common areas to the Association of the Allottee(s);
- (x) The Said Land 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 Land) has been received by or served upon the Promoter in respect of the said Land and/or the Project;
- (xiii) That the Said Land 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/Shop 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/Shop shall be in a habitable condition which is complete in all respects;

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

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

- (i) Stop making further payments to 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 penal interest; or

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/Shop, along with interest at the rate specified in the Rules 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 specified in the Rules, for every month of delay till the handing over of the possession of the Apartment/Shop.

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 2 (two) 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 specified in the Rules.

- (ii) In case of Default by Allottee(s) under the condition listed above continues for a period beyond 2 (two) consecutive months after notice from the Promoter in this regard, the Promoter shall cancel the allotment of the Said Apartment/Shop in favour of the Allottee(s) and refund the amount 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(s) about such termination at least 30 (thirty) days prior to such termination).

10. CONVEYANCE OF THE SAID APARTMENT/SHOP

The Promoter and the Owners, as the case may be, on receipt of complete amount of the Price of the Apartment/Shop under the Agreement from the Allottee(s), shall execute a conveyance deed and convey the title of the Apartment/Shop together with proportionate indivisible share in the Common Areas within 3 (three) months from the issuance of the occupancy certificate/ completion certificate, as the case may be, to the Allottee(s).

However, in case the Allottee(s) fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee(s) authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Promoter is made by the Allottee(s). The Allottee(s) shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/ penalties imposed by the competent authority(ies).

11. MAINTENANCE OF THE SAID APARTMENT/SHOP / SAID PROJECT

The Promoter shall be responsible to provide and maintain essential services in the Said Project till the taking over of the maintenance of the project by the association of the Allottee(s)s. The cost of such maintenance has been included in the Total Price of the Apartment/Shop.

12. DEFECT LIABILITY

It is agreed that in case any major structural defect or any other major 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)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 agrees to purchase the Said Apartment/Shop 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 Allottee(s)s (or the maintenance agency appointed by it) and performance by the Allottee(s) of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of Allottee(s)s from time to time.

14. RIGHT TO ENTER THE APARTMENT/SHOP FOR REPAIRS

The Promoter / maintenance agency /association of Allottee(s)s shall have rights of unrestricted access of all Common Areas, garages/closed parking's and parking spaces for providing necessary maintenance services and the Allottee(s) agrees to permit the association of Allottee(s)s and/or maintenance agency to enter into the Apartment/Shop or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

15. USAGE

Use of Basement and Service Areas: The Allottee(s) shall not be permitted to use the services areas in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of Allottee(s)s formed by the Allottee(s)s for rendering maintenance services.

16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT/SHOP:

Subject to Clause 12 above, the Allottee(s) shall, after taking possession, be solely responsible to maintain the Apartment/Shop at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment/Shop, 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/Shop and keep the Apartment/Shop, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

The Allottee(s) further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas, without the consent of developer.

The Allottee(s)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/Shop 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/Shop.

The Allottee(s) shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of Allottee(s)s and/or maintenance agency appointed by association of Allottee(s)s. The Allottee(s) shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

The Allottee(s) shall discuss the nature of business and thereafter with due permission of the developer, can start the business he/she intent to carry in the said shop, to Maintain the decorum of the Mall.

17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE(S)

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

18. ADDITIONAL CONSTRUCTIONS

The Allottee(s) is made aware that if the Promoter make additional construction, the Allottee(s) hereby gives his irrevocable consent for Promoter to apply and obtain such new/revised/amended approvals & Sanctions from competent authority and that no separate and/or further consent will be required to be obtained by the Promoter from the Allottee(s) in this regard. The Allottee(s) upon understanding the same and the intent and purport thereof doth hereby provide to the Promoter its express consent as required under Section 14 of the Real Estate (Regulation and Development) Act, 2016 and rules and regulations for the time being applicable in West Bengal in respect of all acts, deeds and things done or that may be done by the Promoter.

19. PROMOTER SHALL NOT MORTGAGE OR CREATE CHARGE

After the Promoter executes this Agreement he shall not mortgage or create a charge on the [Apartment/Shop/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/Shop/Plot/Building].

20. APARTMENT/SHOP 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/Shop Ownership Act, 1972. The Promoter showing compliance of various laws/regulations as applicable in the State of West Bengal.

21. BINDING EFFECT

Forwarding this Agreement to the Allottee(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 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) 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 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 Allottee(s), application of the Allottee(s) shall be treated as cancelled and all sums deposited by the Allottee(s) in connection therewith shall be returned to the Allottee(s) subject to terms and condition in Booking form 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/Shop/ 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 ON ALLOTTEE(S) / SUBSEQUENT ALLOTTEE(S)S

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

25. WAIVER NOT A LIMITATION TO ENFORCE

The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee(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 exercise of discretion by the Promoter in the case of one Allottee(s) shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottee(s)s.

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) has to make any payment, in common with other Allottee(s) in Project, the same shall be the proportion which the carpet area of the Apartment/Shop bears to the total carpet area of all the Apartment/Shops in the Project.

28. FURTHER ASSURANCES

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

29. PLACE OF EXECUTION

The execution of this Agreement shall be complete only upon its execution by the Promoter for self and on behalf of the Owners, 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 Purulia 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 Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Purulia.

30. NOTICES

That all notices to be served on the Allottee(s) 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 or through e-mail at their respective addresses specified below:

..... **(Name of Allottee(s))**

..... **(Allottee(s) Address)**

Mail id :

Pragati Infratech (India) Private Limited,

Pragati Plaza, 2nd Floor, Ranchi Road, P.O. & Dist. - Purulia - 723101. Mail id : pinfra111@gmail.com

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

31. JOINT ALLOTTEE(S)S

That in case there are Joint Allottee(s)s all communications shall be sent by the Promoter to the Allottee(s) 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)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 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. COMMON AREAS AND SPECIFICATIONS

The Parties have agreed that the Promoter shall provide the Project with Common Areas as mentioned in **Schedule D** below and Specifications as mentioned in **Schedule E** below.

35. NOMINATION/TRANSFER BY THE PURCHASER - BEFORE THE CONVEYANCE IS EXECUTED -

The Purchaser herein may, with the prior consent in writing of the Promoter herein and against payment of a sum of Rs. 500/- (Rupees five Hundred) plus applicable Taxes per Square Foot of the carpet area in respect of the Designated Unit in advance to the Promoter herein, get the name of his nominee substituted in his place and stead in the records of

the Promoter as the Purchaser of the Designated Unit. Any such nomination or transfer shall be at the sole risk and costs of the Purchaser herein and shall be subject to the terms conditions agreements and covenants contained hereunder which shall thenceforth be observed fulfilled and performed by the nominee. All stamp duty and registration charges, legal fees and charges and other outgoings as may be occasioned due to aforesaid nomination or transfer shall be payable by the Purchaser herein or his/her/their nominee/s.

The Purchaser herein shall not be entitled to let out, sell, transfer or part with possession of the Designated Unit until all the charges outgoings dues payable by the Purchaser herein to the Promoter herein in respect of the Designated Unit are fully paid up and a No Dues certificate is obtained by the Purchaser herein from the Promoter herein.

SCHEDULE 'A'

DESCRIPTION OF THE [APARTMENT/SHOP] AND THE GARAGE/ CLOSED PARKING (IF APPLICABLE) ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS AND DETAILS OF LAND

ALL THAT the piece and parcel of Land situated at Deshbandu Road, P.O. – Purulia, P.S. – Purulia Town & Dist. – Purulia measuring 1 Bigha, 15 Katha, 15 Chhatak & 29 Sq.ft. more or less 25904 Sq.ft. in R.S. / L.R. Khatian Nos. 4100, 4101, 4102 & 4103 R.S./L.R. Plot Nos. 3859 (17 Decimal), 3870 (17.5 Decimal) & 3871 (25 Decimal) in Mouza Raghampur, Pargana - Chharrah, Municipal Holding No. 25/1, 35 & 36 in Ward No. 21 of Purulia Municipality as marked and delineated in Colour Red in the Map enclosed bounded by :-

- On the North** : Land of S.Mukherjee, 8'.0 wide Road & land of M. Adhikary.
- On the East** : 14' wide Bye lane
- On the West** : Land of Deepak Kejriwal and others
- On the South** : Deshbandhu Road

Schedule B (Said Apartment/Shop and Appurtenances)

- i. Shop no. having carpet area of Sq. Mt., Builtup Area sq.mt. (..... sq.ft.)and Superbuiltup Area XX sq.mt. (XX.XXX sq.ft.) type BHK, on floor in the Block No N.A., along with parking no.____ admeasuring square feet in the Basement. The layout of the Said Apartment/Shop is delineated in **Red** colour on the **Plan** annexed hereto and marked as **Annexure I**;
- ii. The Land Share, being undivided, impartible, proportionate and varia-

- ble share in the land underneath the Said Block/Building, as be attributable and appurtenant to the Said Apartment/Shop;
- iii. The Said Parking Space, being the right to park one, admeasuring square feet, in the said Project; and
- iv. The Share In Common Areas, being the undivided, impartible, proportionate and variable share and/or interest in the Common Areas of the Real Estate Project described in **Scheduled** below, as be attributable and appurtenant to the Said Apartment/Shop, subject to the terms and conditions of this Agreement.

**Schedule C
(Payment Plan)**

Part 1

Price for the Apartment/Shop	:	
Price for 1(one)Parking	:	
Other Cost & Deposit	:	
GST	:	
Total	:	

Part 2

<u>Particular</u>	<u>Percentage of BSP+Electrical+Parking Space+GST</u>	<u>Due Within</u>
Booking Amount	10%	On Booking
Agreement Amount	10%	On Agreement
First Installment Payment	15 %	Within July '25
Second Installment Payment	15%	Within Sept'25
Third Installment Payment	15%	Within Nov'25

Fourth Installment Payment	15%	Within Dec'25
Fifth & Final Installment Payment	Balance + Registration charges + GST	On Possession or Conveyance whichever is earlier.

Schedule D
(Common Areas and Facilities)

- Land underneath the building and statutory open spaces with the land
- Lobbies and staircases
- Underground and over-head reservoir, water tanks, all supply/drain water pipes (save those inside any flat), boundary walls, main gate, meter room and roof of the building.
- Electric Meter Room, wiring and accessories for lighting of common areas, Pump and Motor,
- Electrical installations relating to meter for receiving electricity from WBSEDCL Ltd.
- Lift & Escalator with all its installations
- Cooling arrangement in the corridors etc.
- Common Toilet
- CCTV
- 24Hours Generator Backup
- 24 Hours Security
- Other common area and installations and/or equipment as provided in the new building for common use and enjoyment.

Schedule E
(Specifications, Amenities, Facilities)
(Which Are Part of the Said Apartment/Shop)

Structure	Earthquake resistant RCC framed construction with infill brick walls.
Inside Wall	Wall putty/ POP of reputed make.
Outside Walls	Weather coat / Texture paint Finish of reputed make. Glass facia towards Deshbandhu Road.
Doors	Glass Door

Floors	Vitrified floor tiles.
Stair Case	Granite/ tiles.
Lift	Passenger lift of reputed make.
Electrical	Electrical point at the Shop entry shall be provided. Inside wiring and fitting will be done by the Allot- tee(s)
Security Amenities	CCTV

Receipt and Memo of Consideration

Received from the within named Allottee(s) the within mentioned sum of **Rs./- (Rupeesonly)** towards part of the consideration for sale of the Said Apartment/Shop, described in **Schedule B** above, in the following manner:

Sl No.	Mode	Dated	Bank	Amount (Rs.)
1.	Ch.No.			
2.	Ch.No.			
3.	Ch.No.		.	
Total				Rs...../-

IN WITNESS WHEREOF the Parties hereinabove named have set their respective hands and signed this Agreement for Sale at Purulia in the presence of attesting witness, signing as such on the day first above written.

Owners

Represented by their Attorney

Ajit Kumar Sarawgi / Anup Kumar Sarawgi
[Owners]
Pragati Infratech (India) Private Limited

Represented by its Director/ Authorized Signatory
Ajit Kumar Sarawgi / Anup Kumar Sarawgi [Promoter]

.....

[Allottee(s)s]

Witnesses:

Signature_____

Signature_____

Name: _____

Name: _____

Father's Name: _____

Father's Name: _____

Address:

Address:

Drafted by: