

AGREEMENT FOR SALE

This Agreement for Sale executed on this Day of, 20.....

BY AND BETWEEN

SRI DEBASHISH BIRAJ PUTATUNDA, PAN: ASCPP5486D, son of Late Biraj Mohan Putatunda, by faith Hindu, by Nationality Indian, by occupation Retired person, resident of 204, Trimurti Building, Telera Nagar, Near Suruchi Hotel, Chinchwad, Pune, Maharashtra, PIN 411033, hereinafter referred to as **"LAND OWNER"** **REPRESENTED BY ATTORNEY "AXIOM", PAN :AASFA5028J**, a partnership Firm, having its registered office at Arabindapally (Nari Colony), P.O. & P.S. Burdwan, Dist. Purba Bardhaman, PIN 713101, represented by its Managing Partner, **SRI GOPAL BARDHAN, PAN: AQBPB4633P**, son of Late Santosh Bardhan by caste Hindu, by occupation Business, residing at Arabinda Pally, (Nari Colony), P.O. & P.S. Burdwan, Dist. Purba Bardhaman, PIN 713101, (which expression shall, unless excluded by or repugnant to the context, be deemed to include their legal heirs, executors, legal representatives, and assigns) **OF THE FIRST PART.**

AND

"AXIOM", PAN :AASFA5028J, a partnership Firm, having its registered office at Arabindapally (Nari Colony), P.O. & P.S. Burdwan, Dist. Purba Bardhaman, PIN 713101, represented by its Managing Partner,

SRI GOPAL BARDHAN, PAN: AQBPB4633P, son of Late Santosh Bardhan by caste Hindu, by occupation Business, residing at Arabinda Pally, (Nari Colony), P.O. & P.S. Burdwan, Dist. Purba Bardhaman, PIN 713101, hereinafter referred to as the **"Promoter"** (which expression shall, unless excluded by or repugnant to the

context, be deemed to include their legal heirs, executors, legal representators, and assigns) **OF THE SECOND PART.**

AND

..... **PAN:**, **S/O, D/o, W/o**
....., by Nationality Indian, by faith, by
occupation, resident of Village -, District
....., State West Bengal, PIN, hereinafter
referred to as the “**Allottee**” (which expression shall, unless excluded
by or repugnant to the context, be deemed to include their legal heirs,
executors, legal representators, and assigns) **OF THE OTHER**
PART.

The Landlord, Promoter and Allottee shall hereinafter collectively be
referred to as the “**Parties**” and individually as a “**Party**”.

A.

WHEREAS ‘A’ schedule plot of land, according to scheme of
Refugee Rehabilitation Scheme, has been settled in favour of Ranjita
Putatunda by way of registered indenture deed on 04.02.1991 and
such deed has been settled by the authority on behalf of the Governor
of the State of West Bengal and such has been registered before the
Additional District Registrar of Burdwan vide Deed No. I-24 of 1991
and after obtaining the property, said Ranjita Putatunda resides there
by constructing residential house with tin shed construction and
during enjoyment of the property, she has transferred her share of
property in favour of her one daughter namely Nilima Putatunda and
one son namely Debashish Putatunda and such transfer has been
completed by way of gift through execution of gift deed, which has
been registered before the office of A.D.S.R. Burdwan on 10.06.2005
with endorsement as Deed No. 2777 of 2005.

AND WHEREAS after obtaining the property by way of gift from mother Ranjita Putatunda, both the brother and sister are enjoyed the property as the residential house of them, but subsequently sister Nilima Putatunda according to her desire, has been interested to make gift of her share in respect of A Schedule property in favour of brother Debashish Putatunda and according to her desire, she made offer and being aware of the acceptance of brother Debashish Putatunda, she has completed such offer by way of gift in favour of brother Debashish Putatunda and such gift has been completed by way of registered deed of gift of A.D.S.R. Burdwan on 07.12.2021 vide deed No. 10202 of 2021 and after obtaining the property, Debashish Putatunda has mutated his name in the LRROR under Khatian No. 9935 and also in the Municipal Register with Holding No. 410 under Ward No. 08, Hafijulla Berh Mahalla and paying the Govt. Rent up to the period of 1430 and Municipal Tax 2023-24, the land owner Debashish Putatunda has enjoyed the A Schedule property without facing any hindrance from anyone.

B.

WHEREAS the schedule property according to R.S.R.O.R was within Khatian No. 1 and in the L.R.R.O.R, the properties is under rayati swatwa of Sri Debashish Putatunda under Khatian No. 9935, L.R. Plot No. 1239, classification of land Bastu and the rent has been paid upto the period of 1430 B.S., while in the Municipal register the name of the land owner has been recorded under Holding No. 410 within Hafijulla Berh Mahalla under Ward No. 08 of Burdwan Municipality and has paid municipal tax upto period of 2023-24. &

ACCORDING TO TITLE & R.O.R

WHEREAS the first party / land owner, according to title & R.O.R., being the absolute owner of schedule land, have decided to develop the schedule mentioned property to a project of multi storied building but he is not in a position of to do same, due to lacking of experience as well as physical capacity and deficiency of pecuniary capacity, as such he has expressed his desire as the form of help of any other by which the dream of first party shall be taken as the place of reality.

INTRODUCTION OF DEVELOPER

WHEREAS the developer is acquainted as 'FIRM' namely "AXIOM", who already introduced own self in the locality i.e. in Barddhaman Town, by constructing a project of multi-storied building thereon and the developer is financially sound to complete the further project by maintaining the rule of local authority.

C.

AND WHEREAS the second party developer hearing the dream of first party from their close circle and approach to the first party to allow the Second Party, to develop the land particularly mentioned and described in the first and/or "A" schedule hereunder according to sprouted dream of both parties.

AND WHEREAS both the parties, after knowing all status of each other i.e. right, title, interest of land and pecuniary capacity of second party and being satisfied in respect of capability of Second Part and right, title and interest of land of the First Part as vice-versa, the first party / land owner has agreed to authorize the developer to develop the said land by constructing new multi storied buildings as residential flat as ownership basis according to sanctioned plan, which shall sanction by Barddhaman Municipality, by doing shake their hands in a form of agreement with some terms and conditions.

AND WHEREAS the parties, for the purpose of avoiding all such future dispute and difference between them, desire to put all such terms and conditions in written in this Deed of agreement.

D.

The Land owner and the developer have entered into the agreement and such agreements has been registered before the office of A.D.S.R. Burdwan with endorsement as Book No. 1, Volume No. 0203-2024, Page No. 56106 to 56133 vide Deed No.020301836 of 2024 and by this agreement the Land owner have authorised the promoter to develop the land by constructing multi storied building of the said project namely 'BRISHTI BILASH' ("Project");,

AND WHEREAS while the Land owner by representing their attorney and the Promoter are fully competent to enter into this

indenture instrument and all the legal formalities with respect to the construction matter and right, title and interest of the Land owner regarding the said Land on which Project has been completed.

E.

The Promoter has applied the layout plan on with endorsement as **No. before the office of Office of the and such has been** sanctioned on with specifications and approvals for the Project and also for the Flat/Unit, plot or building, as the case may be. The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable;

F.

The Promoter has registered the Project under the provisions of the Act with the West Bengal Real Estate Regulatory Authority at Kolkata on _____under Registration No. _____;

G.

The Allottee/Purchaser had applied for a unit in the Project vide Application No. dated and has been allotted Flat No. having carpet area of square feet, type BHK, on floor in apartment namely (“Building”) along with proportionate share of land and right of enjoy as share of common stair, landing, roof, corridor, community hall, enjoyable kids playground, drinking & other usable water supply system, electric supply system and others common usable area 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 as well as Schedule E of this instrument and description of the land for the **PROJECT more particularly described in **Schedule A** and the floor plan of the Flat / Unit is annexed hereto and marked as **Schedule B**.**

H.

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

I.

Additional details;

(i). Since presently there is no water supply from Burdwan Municipality, the water supply, for drinking and other usable water, is being done through submarginal, allottee is fully aware of this fact and this shall not be treated as deficiency in services.

(ii). **Project area maintenance charges of Rs. 1/- per sq.ft. (superbuiltup) per month** shall be applicable after completion certificate is obtained for the building as decided by Burdwan Municipality at the same time it is declared that such maintenance charge may be enhanced according to necessity of the society.

(ii). **Society security deposit Rs. 1000/- per month shall be charged as** a corpus money, for the maintenance of the Project area namely 'BRISHTI BILASH'

(iv). **The charge for installation of transformer for electric connection as well as 24 hours electric back up by soundless DG as well as other purpose with payment of Rs. 1,00,000/- only.**

(v). That in case if Burdwan Municipality or any other government agency water supply is provided then actual expense incurred shall be shared equally by the residents and occupier of apartment and shall be paid in advance collectively by all the residents and occupier of the said society."

(vi) That if the allottee wishes to sell or transfer the said flat to any other third party before the registration of the said flat, the allottee will have to pay 10% of the collector/consideration value of the flat to the PROMOTER and take NOC from the PROMOTER before any such transfer.

(vii) After possession of the FLAT the allottee shall not disturb any of the internal and the external walls, columns, beams, elevations etc. without prior written permission from the PROMOTER.

(viii) For the purpose of construction as well as registration of the association according to West Bengal Flat/Unit Ownership Act, the allottee shall pay Rs. 10,000/- only by one time.

(ix) within project area the parking space, after transfer to the all intending flat purchaser, the remain parking space shall be kept under the custody of the developer and the developer shall have right to transfer the same to any other intending outer purchaser by maintaining security and rules of the project area.

J.

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;

K.

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;

L.

In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the [Flat/Unit] as specified in Para G as well as schedule A & B.

M.

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

1. TERMS:

Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the [Apartment/Plot] as specified in paragraph G;

The Total Price for the [Apartment/Plot] based on the carpet area is Rs. _____ (Rupees _____ only ("**Total Price**") (Give break up and description):

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Block/Building/Tower no. _____ Rate of
Apartment per square feet*

Apartment no. _____

Type _____

Floor _____

*Provide break up of the amounts such as cost of apartment, proportionate cost of common areas, preferential location charges, taxes etc.

[AND] [if/as applicable]

Garage/Closed parking - 1 Price for 1

Garage/Closed parking - 2 Price for 2

[OR]

Plot no. _____ Rate of Plot per square feet

Type _____

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 instalment 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.

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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

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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 shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan [**Schedule C**] through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of 'AXIOM.' payable at **The Burdwan Central Co-operative Bank, Burdwan Branch.**

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made there under 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, 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 the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India; he/she may 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 regard to matters specified in para 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said Flat/Unit applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the allottee against the [Flat/Unit/Plot], if any, in

his/her name and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

5. TIME IS ESSENCE:

The Promoter shall abide by the time schedule for completing the project as disclosed at the time of registration of the project with the Authority and towards handing over the Flat/Unit to the Allottee and the common areas to the association of allottees or the competent authority, as the case may be.

6. CONSTRUCTION OF THE PROJECT/ FLAT/UNIT:

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Flat/Unit and accepted the floor plan, payment plan and the specifications, amenities and facilities [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoter.

The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the **Town & Country Planning** 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 FLAT/UNIT:

7.1 Schedule for possession of the said Flat/Unit - The Promoter agrees and understands that timely delivery of possession of the Flat/Unit to the allottee and the common areas to the association of allottees or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to hand over possession of the Flat/Unit along with ready and complete common areas with all specifications, amenities and facilities of the project in place on **30.11.2027 with extension of six months**, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any

other calamity caused by nature affecting the regular development of the real estate project (“Force Majeure”). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Flat/Unit, provided that such Force Majeure conditions are not of a nature, which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 days from that date. The promoter shall intimate the allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2 Procedure for taking possession - The Promoter, upon obtaining the occupancy certificate* from the competent authority shall offer in writing the possession of the Flat/Unit, to the Allottee in terms of this Agreement to be taken within two months from the date of issue of Completion certificate. [Provided that, in the absence of local law, the conveyance deed in favour of the allottee shall be carried out by the promoter within 3 months from the date of issue of Completion certificate]. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee, after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/association of allottees, as the case may be after the issuance of the completion certificate for the project. The promoter shall hand over the occupancy certificate of the Flat/Unit/plot, as the case may be, to the allottee at the time of conveyance of the same.

7.3 Failure of Allottee to take Possession of Flat/Unit - Upon receiving a written intimation from the Promoter as per Para 7.2, the Allottee shall take possession of the Flat/Unit 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 Flat/Unit to the allottee. In case the Allottee fails to take possession within the time provided in para 7.2, such Allottee shall continue to be liable to pay maintenance charges as specified in para 7.2.

7.4 Possession by the Allottee - After obtaining the Completion certificate* and handing over physical possession of the Flat/Unit to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of Allottees or the competent authority, as the case may be, as per the local laws. [Provided that, in the absence of any local law, the promoter shall handover the necessary documents and plans, including common areas, to the association of allottees or the competent authority, as the case may be, within thirty days after obtaining the completion certificate].

7.5 Cancellation by Allottee – The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act: Provided that where the allottee proposes to cancel/withdraw from the project without any fault of the promoter, the promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the allottee shall be returned by the promoter to the allottee within 45 days of such cancellation.

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

Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the Flat/Unit (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 7.1; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy

available, to return the total amount received by him in respect of the [Flat/Unit/Plot], with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within 45 (forty five) days of it becoming due. Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the Flat/Unit, which shall be paid by the promoter to the allottee within forty-five days of it becoming due.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

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

- (i) The Landowner and/or [Promoter] has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project;
[In case there are, any encumbrances on the land provide details of such encumbrances including any rights, title, interest and name of party in or over such land]
- (iv) There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the Flat/Unit;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Flat/Unit 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 Flat/Unit and common areas;
- (vi) The Promoter with the power of landowner 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 Flat/Unit which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The Promoter, with the power of landowner, confirms that the Promoter is not restricted in any manner whatsoever from selling the said Flat/Unit 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 Flat/Unit to the Allottee and the common areas to the association of allottees or the competent authority, as the case may be;
- (x) The Schedule Property is not the subject 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 till the completion certificate has been issued and possession of Flat/Unit, plot or building, as the case may be, along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the allottee and the association of allottees or the competent authority, as the case may be;
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government 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.

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 Flat/Unit to the Allottee within the time period specified in para 7.1 or fails to complete the project within the stipulated time disclosed at the

time of registration of the project with the Authority. For the purpose of this para, 'ready to move in possession' shall mean that the Flat/Unit shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority;

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

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

(i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest; or

(ii) The Allottee 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 under any head whatsoever towards the purchase of the Flat/Unit, along with interest at the rate prescribed in the Rules within forty-five days of receiving the termination notice:

Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Flat/Unit, which shall be paid by the promoter to the allottee within forty-five days of it becoming due.

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

(i) In case the Allottee fails to make payments for 2 consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate prescribed in the Rules **as 10% over the demanded payment.**

(ii) In case of Default by Allottee under the condition listed above continues for a period beyond 2 consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the [Flat/Unit/Plot] in favour of the Allottee and refund the money paid to him by the allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated. Provided that the promoter shall intimate the allottee about such termination at least thirty days prior to such termination.

10. CONVEYANCE OF THE SAID FLAT/UNIT:

The Promoter, on receipt of Total Price of the Flat/Unit as per para 1.2 under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Flat/Unit together with proportionate indivisible share in the Common Areas within 3 months from the date of issuance of the Completion certificate* and the completion certificate, as the case may be, to the allottee. [Provided that, in the absence of local law, the conveyance deed in favour of the allottee shall be carried out by the promoter within 3 months from the date of issue of occupancy certificate]. However, in case the Allottee fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour until payment of stamp duty and registration charges to the Promoter is made by the Allottee.

11. MAINTENANCE OF THE SAID BUILDING / FLAT/UNIT / PROJECT:

The Promoter shall be responsible to provide and maintain essential services in the Project until the taking over of the maintenance of the project by the association of allottees upon the issuance of the completion certificate of the project. The cost of such maintenance shall be according to para 1.2.

12. DEFECT LIABILITY:

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such

development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter’s failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

13. RIGHT TO ENTER THE FLAT/UNIT FOR REPAIRS:

The Promoter/maintenance agency/association of allottees shall have rights of unrestricted access of all Common Areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of allottees and/or maintenance agency to enter into the [Flat/Unit/Plot] or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

14. USAGE:

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

15. GENERAL COMPLIANCE WITH RESPECT TO THE FLAT/UNIT:

15.1 Subject to Para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Flat/Unit 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 Flat/Unit, 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 Flat/Unit and keep the Flat/Unit, 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.

15.2 The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further, the Allottee shall not store any hazardous or combustible goods in the Flat/Unit or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Flat/Unit.

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

16. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:

The Parties are entering into this Agreement for the allotment of a Flat/Unit with the full knowledge of all laws, rules, regulations, notifications applicable to the project.

17. 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, layout plan, sanction plan and specifications, amenities

and facilities has been approved by the competent authority(is) and disclosed, except for as provided in the Act.

18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

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

19. APARTMENT OWNERSHIP ACT (OF THE RELEVANT STATE):

The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the **West Bengal Apartment Ownership Act 1972**.

20. BINDING EFFECT:

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

21. ENTIRE AGREEMENT:

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment/plot/building, as the case may be.

22. RIGHT TO AMEND:

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

23. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE / SUBSEQUENT ALLOTTEES:

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

24. WAIVER NOT A LIMITATION TO ENFORCE:

24.1 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 in not making payments as per the Payment Plan [Annexure C] including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottees.

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

25. 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.

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

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be the proportion which the carpet area of the Flat/Unit bears to the total carpet area of all the Flat/Units in the Project.

27. 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.

28. PLACE OF EXECUTION:

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

29. NOTICES:

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

- a) (Name of Allottee)
..... (Allottee Address)
- b) “AXIOM”, PAN :AASFA5028J, a partnership Firm, having its registered office at Arabindapally (Nari Colony), P.O. & P.S. Burdwan, Dist. Purba Bardhaman, PIN 713101,

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

30. JOINT ALLOTTEES:

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

31. SAVINGS:

Any application letter, allotment letter, agreement, or any other document signed by the allottee, in respect of the Flat/Unit, plot or building, as the case may be, prior to the execution and registration of this Agreement for Sale for such Flat/Unit, plot or building, as the case may be, shall not be construed to limit the rights and interests of the allottee under the Agreement for Sale or under the Act or the rules or the regulations made there under.

32. GOVERNING LAW:

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with

the Act and the Rules and Regulations made thereunder including other applicable laws of India for the time being in force.

33. DISPUTE RESOLUTION:

All or any 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.

[Please insert any other terms and conditions as per the contractual understanding between the parties, however, please ensure that such additional terms and conditions are not in derogation of or inconsistent with the terms and conditions set out above or the Act and the Rules and Regulations made there under.]

SCHEDULE ‘A’

[DESCRIPTION OF THE LAND & FLAT/UNIT AND THE GARAGE/COVERED PARKING ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS]

All that piece of land by measuring 0.10 acre more-less area of land being L.O.P. No. 73, R.S. Plot No. 522, R.S. Khatian No. 2612 and in the L.R.R.O.R, the Khatian No. 9935 and Plot No. 1239, classification of land Bastu, within Mouza Nari, J.L. No. 70, under P.S. Burdwan, Dist. Purba Bardhaman and being holding No. 410 within Ward No. 08, Hafijulla Berh Mahalla under Burdwan Municipality.

The property butted and bounded by:

NORTH: House of Asok Ganguly.

SOUTH: House of Tapan Ghosh.

EAST: House of Manik Bhoumik.

WEST: 18 ft wide Unmamed Municilpal Road.

SCHEDULE 'B'

FLOOR PLAN OF THE FLAT/UNIT / UNIT TO THE ALLOTTEE.

All that independent flat being Flat No “....” on the**Floor** of the **APARTMENT** namely “**BRISHTI BILASH**” has been erected on the "A" schedule land measuring of the unit is as carpet area as **sq.ft.** with super built up area as **sq.ft andsq.ft. Parking space at Ground Floor** intend to purchase. The flat consisting of brick-works of bedrooms, ... dining - cum - drawing room, ... kitchen, ... privy with bathroom, Varanda with undivided proportionate impartible share of the land underneath the building in relation to the area of the Flat/Unit together with the right of enjoyment of the common areas and facilities and the location & position of flat and the parking space has been depicted in the annexed sketch map, which is part of the deed.

SCHEDULE 'C' - PAYMENT PLAN

Payment Plan

SCHEDULES FOR PAYMENT PERCENTAGE

BOOKING AMOUNT as Rs. 1,00,000/- by way of

WITHIN 30 DAYS OF BOOKING 10%

AT THE TIME OF FOUNDATION 10%

ON COMPLETION OF PLINTH 10%

ON CASTING OF FIRST FLOOR SLAB 20%

ON CASTING OF THIRD FLOOR SLAB 10%

ON COMPLETION OF BRICK WORK (FLOORWISE) 10%

ON COMPLETION OF PLASTER 10%

ON COMPLETION OF FLOORING 5% and

ON POSSESSION as well as registration of sale deed, rest amount of the consideration money have to be paid to the Developer by the Allottee.

SCHEDULE 'D'

SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE
APARTMENT

The flat as mentioned in the owner's allocation for the owner shall make

Specification of construction by ISI brand material

FOUNDATION(Structure):	R.C.C. Frame (Conc. Grade M20) and Steel (Grade Fe500)
DOORS:	Flash Door and PVC Door in Bathroom.
WINDOW:	Aluminum Channel.
GRILL:	MS Grill with Uniform design in Window, Ventilation and Varanda.
ELECTRICALS:	Conceal wearing with PVC Pipe & ISI Branded Switch and Copper wiring in every room.
FLOORING:	Vitrified Floor Tiles flooring
TOILET:	Tiles Up to (Door Height) or 7 feet on walls white sanitary ware (ISI brand) and separate pipe of hot and normal water: Tiles up to 7ft in normal bathroom Tiles up to 2'-6" (2.5ft) in attach bathroom
KITCHEN:	Granite stone Kitchen top with sink Anti-skid tiles, Tiles Up to 2'-0" ft. height from kitchen top.
DRIVE WAY / PARKING:	Petty Stone
ROOF:	Roof with water resistant.
INTERNAL DESIGN:	Internal wall is with Wall Putty.
EXTERNAL DESIGN:	Elevation with anesthetically design and painting.
LIFT:	Semi Automatic Lift.
WATER:	24 hours water supplying system from the overhead tank by Submersible
PARKING:	Parking space with cooperation of Developer and Land Owner

N.B. ANY EXTRA WORK EXCEPT THE ABOVE MENTIONED TERMS AND CONDITIONS OF THE ITEMS THE COST WILL BEAR BY LAND OWNER AS WELL AS PURCHASER/ FLAT OWNER WITH THE PRIOR PERMISSION OF DEVELOPER. IN CASE OF ANY EXTRA WORK THAT WOULD BE PLACED BEFORE THE DEVELOPER IN WRITTEN AND SIGNED BY THE LAND OWNER AS WELL AS PURCHASER FOR PERMISSION OF THE DEVELOPER.

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

WITNESSES:-

- 1.
- 2.

SIGNATURES OF THE PURCHASERS cum VENDEES