

AGREEMENT FOR SALE

This AGREEMENT FOR SALE (“Agreement”) executed on the _____ day of _____, 20_____.

By and Between

1. **CENINFRA CONSULTANT (OPC) PRIVATE LIMITED [PAN No. AAGCC7679A]**, a Private Limited Company registered under the provision of The Companies Act, 1956 having its registered office at Ground Floor, 1161 Sector 38, Post Office - _____, Police Station - _____, Gurgaon, Haryana, 122001, represented by one of its directors namely **SRI SRISH BHASKAR RAI**[PAN No. **BARPR1874D**][AADHAR No. **7268 6067 3453**], son of Bhubneshwar Rai, by Occupation – Business, by Religion – Hindu, by Nationality – Indian, residing at Apartment No. 9-A, Elite, Tower no. 24, Belgravia, Central Park -II Resorts, Hero

Honda Road, Sector - 48, Islampur (97), Post Office - _____, Police Station - _____, Pincode - 122018, Gurgaon, State of Haryana, by virtue of a resolution taken by the directors of the said company unanimously in its board meeting held on _____ at the company's registered office and **2. CENSUS CONSULTANT** a Sole Proprietorship firm, having its registered office at Block-D, FF 8, First Floor Omaxe Gurgaon Mall, Sector 49 Sohna Road, Gurgaon, Haryana, represented by its Proprietor namely **SRI SRISH BHASKAR RAI**[PAN No. **BARPR1874D**][AADHAR No. **7268 6067 3453**], son of Bhubneshwar Rai, by Occupation - Business, by Religion - Hindu, by Nationality - Indian, residing at Apartment No. 9-A, Elite, Tower no. 24, Belgravia, Central Park -II Resorts, Hero Honda Road, Sector - 48, Islampur (97), Post Office - _____, Police Station - _____, Pincode - 122018, Gurgaon, State of Haryana, hereinafter referred to as the "**OWNERS**" (which term or expression shall unless otherwise excluded by or repugnant to the context or subject be deemed to mean and include its successors-in-interest and assigns) of the **ONE PART.**

AND

[If the Allottee is a company]

_____, (CIN no. _____) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at _____, (PAN _____), represented by its authorized signatory, _____, (Aadhaar no. _____) duly authorized vide board resolution dated _____, hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees).

[OR]

[If the Allottee is a Partnership]

_____, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at _____, (PAN _____), represented by its authorized partner, _____, (Aadhaar no. _____) authorized vide _____, hereinafter referred

to as the “Allottee” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners).

[OR]

[If the Allottee is an Individual]

Mr . / Ms. _____, (Aadhaar no. _____) son / daughter of _____, aged about _____, residing at _____, (PAN _____), hereinafter called the “Allottee” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees).

[OR]

[If the Allottee is a HUF]

Mr. _____, (Aadhaar no. _____) son of _____, aged about _____ for self and as the Karta of the Hindu Joint Mitakshara Family known as _____ HUF, having its place of business / residence at _____, (PAN _____), hereinafter referred to as the “Allottee” (which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, representatives, executors, administrators, successors-in-interest and permitted assigns as well as the members of the said HUF, their heirs, executors, administrators, successors-in-interest and permitted assignees).

[please insert details of other allottee(s), in case of more than one allottee]

The Promoter and allottee shall hereinafter collectively by referred to as the “parties” and individually as a “Party”.

WHEREAS:

- A. The above mentioned Owners hereinseized and possessed of or otherwise well and sufficiently entitled to **ALL THAT** piece and parcel of land measuring (i) **145 Decimal**, appertaining to and forming part of R.S. Plot No. 9, 34, 37 & 38 corresponding to L.R. Plot Nos. 30 (measuring 20 decimals), 32 (measuring 12 decimals), 40 (measuring 67 decimals), 46 (measuring 46 decimals), total area of land measuring 145 decimals under R.S. Khatian No. 12, 15/1, 113 & 222 corresponding to L.R. Khatian No. 792 corresponding to modified L.R. Khatian Nos. 1748 and 1749 and (ii) **155 Decimal**, appertaining to and forming part of R.S. Plot No. 34, 36 & 37 corresponding to L.R. Plot No. 39 recorded in R.S. Khatian No. 12, 15/1, 113 & 222 corresponding to L.R. Khatian No. 792 corresponding to L.R. Khatian Nos. 1699 and 1793, the total area of land being **300 decimals** lying and situates at under Mouza- Radha, J.L. No. 72, Police Station - Bagdogra, District - Darjeeling, under Gram Panchayat Area, West Bengal (more fully and particularly mentioned, described, explained, enumerated, provided and given in the **SCHEDULE A (PART-II)** hereunder written and/or given and hereinafter referred to as the **PREMISES**).
- B. The Said Land is earmarked for the purpose of plotted development of a [commercial/residential/any other purpose] project, comprising of _____ plots and the said project shall be known as “_____”.
- C. The Owner is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Owner regarding the said land on which Project is to be constructed have been completed;
- D. _____ has granted the commencement certificate to develop the Project vide approval dated _____;
- E. The Owner has obtained the final layout plan approvals for the Project from the _____. The Owner agrees and undertakes that it shall not

make any changes to these layout plans except in strict compliance with section 14 of the Act and other laws as applicable;

F. The Owner has registered the Project under the provisions of the Act with the West Bengal Real Estate Regulatory Authority at _____ no _____ ;

G. The Allottee had applied for a plot in the Project vide Application No. _____ dated _____ and has been allotted Plot No. _____ having area of _____ square feet, as permissible under the applicable law and of pro rata share in the common areas (“Common Areas”) as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the “Plot” more particularly described in 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. The Allottees have independently examined and verified or caused to be examined and verified, inter alia, the following and have fully satisfied themselves about the same:

1.1. The Title of the Owner in respect of the Premises

1.3. The Carpet Area of the Said Plot;

1.4. The Specifications and common Portions of the Project;

1.5. The respective rights interest and entitlements of the Promoter and the Allottees under this Agreement for Sale.

J. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rule, 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 an between the Parties, the Owner hereby agrees to sell and the Allottee hereby agrees to purchase the Plot as specified in paragraph G;

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 the Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Plot as specified in paragraph G;

The Total Price for the Plot is Rs. _____ (Rupees _____ only ("Total Price") (Give break up and description):

Plot No. _____	Rate of Plot per square feet*
Type _____	
Floor _____	

Explanation:

- (i) The Total Price above includes the booking amount paid by the allottee to the Promoter towards the Plot;
- (ii) The Total Price above excludes 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 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 Plot includes: I) pro rata share in the Common Areas; The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

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

The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @ _____% per annum for the period by which the respective installment has been proponed. 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

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

- (i) The allottee shall have exclusive ownership of the 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 Plot includes recovery of price of land, [but also] the Common Areas, internal development charges, external development charges, taxes 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 Plot shall be treated as a single indivisible unit for all purpose. 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.

The Promoter agrees to pay all outgoings before transferring the physical possession of the Plot to the Allottee, which it has collected from the Allottee, for the payment of outgoings (including land cost, ground rent, panchayat 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 or any liability, mortgage loan and interest thereon before transferring the Plot 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 therefore 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 Plot at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the 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/she/they shall be liable to pay interest at the rate specified in the Rules.

2. **MODE OF PAYMENT**

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on demand by

the Promoter, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/demand draft or online payment (as applicable) in favour of ' _____ ' payable at _____.

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

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 and Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made hereof 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 the 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 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 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 Allottees to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said Plot applied for herein in 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 /them under any head(s) of dues against lawful outstanding, if any, in his/her/their name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

5. **TIME IS ESSENCE**

Time is of essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the Plot to the Allottee after making application for completion certificate and the common areas to the association of the allottees after receiving the occupancy certificate or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of plotting by the Promoter as provided in Schedule C ("Payment Plan").

6. **CONSTRUCTION OF THE PROJECT**

The Allottee has seen the specifications of the Plot and accepted the Payment Plan, floor plans, layout plans, sanction plans [annexed along with the 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, sanction plans, floor plans and specifications. Subject to the terms in the Agreement.

7. **POSSESSION OF THE PLOT:**

Schedule for possession of the said Plot: The Promoter agrees and understands that timely delivery of possession of the Plot is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the Plot within 24 (Twenty Four) months, with an additional period of 12 (Twelve) 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 of delivery of possession of the Plot, 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 without any interest and after deduction of Tax which was already paid to the government. After refund of the money paid by the Allottee, Allottee agrees that he/she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

Procedure for taking possession - The Promoter, upon obtaining of the occupancy certificate to the competent authority shall offer in writing the possession of the Plot, to the Allottee in terms of this agreement to be taken within 3 (Three) month from the date of issue of such notice and the Promoter shall give possession of the Plot to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter / association of Allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within _____ days of receiving the occupancy certificate* of the Project.

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

Possession by the Allottee – After obtaining the occupancy certificate* and handing over physical possession of the Plot to the Allottees, it shall be the responsibility of the Promoter to hand over the duplicate copy of necessary documents and plans, including common areas, to the association of the Allottees or the competent authority, as the case may be, as per the local laws.

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 without any interest and after deduction of tax which was already paid to the Government.

Compensation –

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

Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the Plot (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of their 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 them in respect of the Plot, without any interest within 45 days in the manner as provided under the Act. Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the Plot.

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

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

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

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

9. **EVENTS OF DEFAULTS AND CONSEQUENCES**

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

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

In case 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 penal 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 after deducting the tax which was already paid to the government under any head whatsoever towards the purchase of the Plot 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 can do so.

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

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

10. **CONVEYANCE OF THE SAID PLOT**

The Promoter, on receipt of complete amount of the Price of the Plot under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Plot together with proportionate indivisible share in the Common Areas. However, in case the Allottee fails to deposit the Stamp duty, registration

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

11. MAINTENANCE OF THE SAID PROJECT

Maintenance Deposit cost to be paid per month per Sq. ft @ _____/- from the date of possession for ___ months out of which ___ months deposits amount is adjustable and another ___ months deposited amount shall remain as security money which shall be refunded by the promoter after hand over the project by the promoter to the Owners Association / Syndicate/ Maintenance committee after adjusting there from all dues if there would be any on account of such purposes which will bear no interest and will be adjusted to the credit of or refunded to the purchaser on the determination of agreement, if so by any reason whatsoever.

12. DEFECT LIABILITY

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

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

The Allottee hereby agrees to purchase the Plot on the specific understanding that his/ 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 (or the maintenance agency appointed by it) and performance by the Allottee of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of allottees from time to time.

14. **RIGHT TO ENTER THE PLOT FOR REPAIRS**

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

15. **USAGE**

Use of Basement and Service Areas :The basement (s) and service areas, if any, as located within the Project “_____”, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, overhead water tank 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.

16. **GENERAL COMPLIANCE WITH RESPECT TO THE PLOT :**Subject to Clause

12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Plot at his/her own cost. The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, window grills, publicity material or advertisement material etc. Further

the Allottee shall not store and hazardous or combustible goods in the Plot or place any heavy material in the common passages.

17. **COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE**

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

18. **ADDITIONAL CONSTRUCTIONS**

The Promoter undertakes that it has no right to make additions or to put-up additional structure(s) anywhere in the Project after the building plan has been approved by the competent authority(ies) except for any addition construction as may be permitted by the Competent Authority as provided and/or permitted under the Act.

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

After the Promoter executes this agreement he shall not mortgage or create a charge on the Plot 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 Plot.

21. **BINDING EFFECT**

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the

payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (Thirty) days for the date of its receipt by the Allottee and/or appear before the Registrar/Sub-Registrar/registrar of Assurance for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

22. **ENTIRE AGREEMENT**

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

23. **RIGHT TO AMEND**

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

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

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

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

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

26. **SEVERABILITY**

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

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

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

28. **FURTHER ASSURANCES**

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in addition to the instruments

and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

29. **PLACE OF EXECUTION**

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

30. **NOTICES**

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

_____ Name of Allottee

_____ (Allottee Address)

M/s _____ Promoter Name

_____ (Promoter Address)

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

31. JOINT ALLOTTEES

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

32. GOVERNING LAW

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

33. DISPUTE RESOLUTION

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

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

SIGNED AND DELIVERED BY THE WITHIN NAMED

Allottees:

(1) Signature _____

(2) Signature _____

Name-

Name-

Address-

Address-

SIGNED AND DELIVERED BY THE WITHIN NAMEDSIGNATURE OF THE OWNER.

(1) Signature _____

Name-

Address-

SIGNED AND DELIVERED BY THE WITHIN NAMED

Promoter: _____

Address: _____

Signature _____

At _____, on _____ in the presence of:

WITNESSES:

(1) Signature _____ (2) Signature _____

Name _____

Name _____

Address _____

Address _____

SCHEDULE A

PART - I

WHEREAS :-

PART - A

1. By virtue of Deed of Sale dated 22/05/2012, registered in the office of A.D.S.R., Siliguri - II at Bagdogra, District -Darjeeling and recorded in Book No. I, C.D.

Volume No. 13, Page Nos. 3153 to 3168 for the year 2012, Sri Biswajit Roy sold and transferred the vacant land measuring 638 decimals appertaining to and forming part of R.S. Plot Nos. 7, 8, 9, 34, 35, 36, 37 and 38 corresponding to L.R. Plot Nos. 13, 14, 30, 32, 34, 35, 39, 40 and 46, recorded in R.S. Khatian Nos. 15/1, 113, 12 and 222 corresponding to L. R. Khatian Nos. 255, situated within Mouza - Radha, J.L. No. 72, Police Station - Phansidewa, District - Darjeeling to Sri. Bhakta Bir Pradhan.

2. Sri. Bhakta Bir Pradhan became sole and absolute owner and was in possession of vacant land measuring 638 decimals, appertaining to and forming part of R.S. Plot Nos. 7, 8, 9, 34, 35, 36, 37 and 38 corresponding to L. R. Plot Nos. 13, 14, 30, 32, 34, 35, 39, 40 and 46, recorded in R. S. Khatian Nos. 15/1, 113, 12 and 222 corresponding to L. R. Khatian No. 255, situated within Mouza - Radha, J. L. No. 72, Police Station - Phansidewa, District - Darjeeling and having permanent, heritable and transferable right, title and interest therein, free from all encumbrances and charges what-so-ever.
3. Sri. Bhakta Bir Pradhan recorded the aforesaid land in his name in the Record of Rights at the Office of B.L. & L.R.O., Phansidewa and obtained a new L.R. Khatian No. 792 and L.R. Plot Nos. 39, 30, 32, 40 & 46 as per provision of W.B.L.R Act 1955.
4. By a Deed of Conveyance dated 3rd January, 2023, registered in the office of A.D.S.R., Siliguri - II, Ghosh Pukur and recorded in Book No. I, Volume No. 1408-2023, Pages from 4642 to 4661, being No. 040800121 for the year 2023, Sri. Bhakta Bir Pradhan sold and transferred All that piece and parcel of land Measuring **155 Decimal**, appertaining to and forming part of R.S. Plot No. 34, 36 & 37 Corresponding to L.R. Plot No.39 recorded in R.S. Khatian No. 12, 15/1,113 & 222 Corresponding to L.R. Khatian No .792, under Mouza- Radha, J.L. No.72, Police Station - Phansidewa, - District-Darjeeling, under Gram Panchayat Area to Ceninfra Consultant (OPC) Private Limited and Census Consultant.

4. By a Deed of Conveyance dated 4th January, 2023, registered in the office of A.D.S.R., Siliguri – II, Ghosh Pukur and recorded in Book No. I, Volume No. 1408-2023, Pages from 7715 to 7734, being No. 040800329 for the year 2023, Sri. Bhakta Bir Pradhan sold and transferred All that piece and parcel of land Measuring **145 Decimal**, appertaining to and forming part of R.S. Plot No. 9, 34, 37 & 38 corresponding to L.R. Plot Nos. 30 (measuring 20 decimals), 32 (measuring 12 decimals), 40 (measuring 67 decimals), 46 (measuring 46 decimals), total area of land measuring 145 decimals under R.S. Khatian No. 12, 15/1, 113 & 222 corresponding to L.R. Khatian No. 792, under Mouza-Radha, J.L. No.72, Police Station - Bagdogra, - District-Darjeeling, under Gram Panchayat Area to Ceninfra Consultant (OPC) Private Limited and Census Consultant.
5. Thereafter, Ceninfra Consultant (OPC) Private Limited and Census Consultant recorded their names in the concern B.L. & L.R.O. and obtained new L.R. Khatian Nos. 1699 and 1739 in respect of L.R. Plot No. 39 and L.R. Khatian Nos. 1748 and 1749 in respect of L.R. Plot Nos. 30, 32, 40 and 46.
6. Hence, Ceninfra Consultant (OPC) Private Limited and Census Consultant, the Owners herein, seized and possessed of or otherwise well and sufficiently entitled to **ALL THAT** piece and parcel of land measuring (i) **145 Decimal**, appertaining to and forming part of R.S. Plot No. 9, 34, 37 & 38 corresponding to L.R. Plot Nos. 30 (measuring 20 decimals), 32 (measuring 12 decimals), 40 (measuring 67 decimals), 46 (measuring 46 decimals), total area of land measuring 145 decimals under R.S. Khatian No. 12, 15/1, 113 & 222 corresponding to L.R. Khatian No. 792 corresponding to modified L.R. Khatian Nos. 1748 and 1749 and (ii) **155 Decimal**, appertaining to and forming part of R.S. Plot No. 34, 36 & 37 corresponding to L.R. Plot No. 39 recorded in R.S. Khatian No. 12, 15/1, 113 & 222 corresponding to L.R. Khatian No. 792 corresponding to L.R. Khatian Nos. 1699 and 1793, the total area of land being **300 decimals** lying and situates at under Mouza- Radha, J.L. No. 72, Police Station - Bagdogra, District - Darjeeling, under Gram Panchayat Area, West Bengal and hereinafter referred to as the “**said Premises**” and morefully and particularly described in the **Schedule A** hereunder written and have been enjoying the same peacefully, freely, absolutely and

without any interruptions from any corner whatsoever and paying usual rents and taxes to the proper authorities concerned in their own names as the absolute joint owners and possessors and have the absolute power of ownership and also entitle to sell, gift, lien, mortgage, assign the same to anybody else in any way as they will think fit and proper.

SCHEDULE A

PART II

DESCRIPTION OF THE PREMISES

ALL THAT piece and parcel of land measuring (i) **145 Decimal**, appertaining to and forming part of R.S. Plot No. 9, 34, 37 & 38 corresponding to L.R. Plot Nos. 30 (measuring 20 decimals), 32 (measuring 12 decimals), 40 (measuring 67 decimals), 46 (measuring 46 decimals), total area of land measuring 145 decimals under R.S. Khatian No. 12, 15/1, 113 & 222 corresponding to L.R. Khatian No. 792 corresponding to modified L.R. Khatian Nos. 1748 and 1749 and (ii) **155 Decimal**, appertaining to and forming part of R.S. Plot No. 34, 36 & 37 corresponding to L.R. Plot No. 39 recorded in R.S. Khatian No. 12, 15/1, 113 & 222 corresponding to L.R. Khatian No. 792 corresponding to L.R. Khatian Nos. 1699 and 1793, the total area of land being **300 decimals** lying and situates at under Mouza- Radha, J.L. No. 72, Police Station - Bagdogra, District - Darjeeling, under Gram Panchayat Area, West Bengal, which is butted and bounded as follows:

North: _____,
 South: _____,
 East: _____,
 West: _____.

SCHEDULE-B

DESCRIPTION OF THE PLOT

ALL THAT piece and parcel of land measuring _____ situated on the premises stated in the Schedule-A (Part-II) hereinabove.

SCHEDULE- 'C'

PAYMENT PLAN

PART- I

“AGREED CONSIDERATION”

Consideration for the said Plot

AGREED CONSIDERATION

Rs...../-

[Rupeesonly]

Goods & Service Tax as applicable extra on total value at current rates and/or as applicable at the time of payment.

Goods & Service Tax Registration Number _____

Any other Rates & Taxes as per W.B Government/ Central Government shall be payable wherever applicable.

PART – II

Payment Terms

..... at the time of Agreement plus GST.

..... at the time of

“DEPOSITS”

- (a) Corpus Maintenance Deposit equivalent to 1 year Maintenance Fund @ Rs. _____/= [Rupees _____] per carpet area sq. ft for _____ [_____] months.
- (b) Deposit for Panchayat Taxes.
- (c) Deposit for electric supply including transformer and electrical sub-station and meters

(d) Deposit for any other item in respect of which payment is to be made by the Allottees under Part-I of this Schedule.

The amounts of the aforesaid Deposits [b] [c] and [d] shall be quantified by the “Promoter” at the appropriate time. The Allottees agrees and undertakes to pay all the aforesaid Deposits within seven days of demand or before the Date of Possession, whichever is earlier, without raising any objection whatsoever regarding the same.

SCHEDULE ‘D’

(COMMON FACILITIES AND AMENITIES)

THE OWNER AND THE INTENDING PURCHASER OR PURCHASERS ARE ENTITLED TO COMMON USER OF THE COMMON AREAS (MENTIONED IN THIS INDENTURE SHALL INCLUDE:

1. Drains : Sewerage from the premises to the main road.
2. Water Reservoir.
3. Boundary Walls of the premises including outside wall of the building and main gate.
4. COMMON PARTS :
 - a) Pump and Meter with installation and room thereof.
 - b) Water pump, underground reservoir, water pipes and other common plumbing installation and space required thereto.
 - c) Transformer (if any), electric wiring meter for lighting stair case, lobby and other common areas (excluding those as are installed for any particular floor) and space required thereto.
 - d) Internal roads and boundary wall of the entire project.

SCHEDULE “E” ABOVE REFERRED TO

(COMMON EXPENSES)

The proportionate expenses which will be borne by the Purchaser and the Owners with other occupiers or Owners of the flats of the said building:

1. The cost of maintaining, repairing, white washing, painting, the common portion of the project

2. The cost of acquisitions, legal proceedings, cost of cleaning, and electricity of the common entrances, passages, internal roads main walls.
3. The cost of working, repairing, replacement and maintenance of lights, pumps and other plumbing work including all other service changes for services rendered in common to all other occupiers.
4. Municipal/Panchayat and other taxes (both Owners and occupiers) and other outgoings.
5. All electricity charges payable in common for the said gated community.

RECEIPT

RECEIVED a sum of **Rs.**/- (**Rupees**) only from the above named Purchasers as advance amount against the full and final amount of **Rs.**/- (**Rupees**) only.

MEMO OF CONSIDERATION

Sl.No.	Cheque No./DD No.	Date	Drawn on Bank & Branch	In favour of	Amount (Rs,)
1.				/-
TOTAL				/-

(Rupees _____) only.

WITNESSES

1.

SIGNATURE OF OWNER/PROMOTER

2.

Drafted and prepared by me: