

AGREEMENT FOR SALE

This agreement for sale executed on this day of
(2025).

Two Thousand Twenty Five

BY AND BETWEEN

(1) SRI PARVEEN AGARWAL, (PAN- AGPPA1802M), (AADHAR-683800972303)(2) SRI BIKASH AGARWAL, (PAN- AHAPA8484B), (AADHAR-272383048531) all are sons of Late Rajendra Kumar Agarwal, all are by Occupation- Business, all are by Religion - Hindu, all are by Nationality - Indian, all presently residing at 26, Mahamaya Mandir Road, Mahamayatala, Garia, Police Station- Sonarpur, Kolkata- 700 084, (1) & (2) duly represented by **SRI BIKASH AGARWAL** by virtue of a General Power of Attorney which was duly registered on 29/01/2015 before the office of the A.D.S.R. at Garia and recorded in its Book No. IV, CD, Volume No. 1, Pages from 217 to 226, Being No. 00019 for the year 2015,, hereinafter referred to as the “**OWNERS/ VENDORS**” (which expression shall unless excluded by or repugnant to the context be deemed to mean and include their respective heirs executors, administrators, legal representatives and assigns) of the **FIRST PART**.

AND

MR./MRS./MS..... (PAN -) (AADHAR NO -),son/ daughter/ wife of, by occupation-, by faith-, by nationality – Indian, residing at, Post Office –, Police Station–, West Bengal -....., hereinafter called and referred to as the “**ALLOTTEE**” (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include his/ her/ their respective heirs executors, administrators, legal representatives and assigns) of the **SECOND PART**.

AND

RAJWADA REALTY, (PAN – ABAFR2820G), a Partnership Firm having its registered office at 1159, N.S.C. Bose Road, Post Office - Narendrapur, Police Station - Narendrapur previously Sonarpur, Kolkata - 700103, District – South-24 Parganas, duly represented by its Partners namely, **(1) SRI PARVEEN AGARWAL, and (2) SRI BIKASH AGARWAL** all are sons of Late Rajendra Kumar Agarwal, all are by occupation-Business, all are by faith-Hindu, by Nationality- Indian, all are residing at 26, Mahamaya Mandir Road, Mahamayatala, P.O. - Garia, P.S. Narendrapur (previously Sonarpur),

Kolkata- 700 084, District-South 24-Parganas, the Partner No.1 i.e. **SRI PARVEEN AGARWAL (PAN: AGPPA1802M) (ADHAAR NO. 6838 0097 2303)**, represented by his Constituted Attorney the **Partner No. 2**, i.e. **SRI BIKASH AGARWAL (PAN: AHAPA8484B) (ADHAAR NO. 2723 8304 8531)**, by virtue of a General Power of Attorney which was registered on 15.12.2020 before the office of the A.D.S.R. at Garia and recorded in its Book No. IV, Volume No. 1629 - 2020, Being No. 426 for the year 2020, hereinafter referred to as the **“PROMOTER/DEVELOPER”** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their respective heirs, executors and administrators of the last surviving partner and his /their assigns) of the **THIRD PART**.

The Owners, Promoter/Developer and Allottee shall hereinafter collectively be referred to as the “parties” and individually as a “party”.

DEFINITIONS:

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

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

WHEREAS :-

- A. **(1) SRI PARVEEN AGARWAL, (2) SRI BIKASH AGARWAL**, all are sons of Late Rajendra Kumar Agarwal was the absolute and lawful joint owners of **ALL THAT** piece and parcel of land **20 Decimal** equivalent to **12 Cottah 1 Chittak 27 sq.ft.** be the same a little more or less (Split up of the land measuring **11 Decimal** in R.S. and L.R. Dag no. 781 under R.S. khatian no. 196 **Plus 09**

Decimal in R.S. and L.R. Dag no. 778 under R.S. khatian no. 196) and as per holding area **10 Cottah 13 Chittak 25 sq.ft.** be the same a little more or less and which has been obtained after actual measurement that the Vendors physically enjoy and possess the land measuring **10 Cottah 13 Chittak 24.93 sq.ft.** be the same a little more or less the comprised in Mouza- Rajpur, J.L. No. 55, Touzi No. - 251, R.S. No. 109 in R.S. & L.R. Dag No. 781, 778 under R.S. Khatian No. 196, appertaining to L.R. Khatian No. 4233, 4234 and 4235, Post Office- Rajpur, Police Station – Sonarpur, A.D.S.R. Sonarpur, within the limits of Rajpur-Sonarpur Municipality under Ward No. 17 previously 16, Holding No. 116, Ishan Mitra Lane, Kolkata - 700149, District- South 24 Parganas, West Bengal morefully described in the **Schedule - A** hereunder written, hereinafter referred to as "**Total area of land**".

- B. (1) SRI PARVEEN AGARWAL, (2) SRI BIKASH AGARWAL**, all are sons of Late Rajendra Kumar Agarwal, the **Owner No. 1 and 2** herein, want to develop their land measuring "**20 Decimal**" be the same a little more or less in **R.S. & L.R. Dag No. 781, 778** under **R.S. Khatian No. 196** appertaining to **L.R. Khatian No. 4233, 4234 and 4235**, by construction of multi-storied buildings on their Property but due to insufficient fund they entered into an Agreement for Development with **RAJWADA REALTY**, the Second Part herein, which was registered on 24.07.2024 at the office of the A.D.S.R. Sonarpur, and recorded in Book No. I, Volume No.1608-2024, Pages- 128759 to 128793, Being No.160806364 for the year 2024, for construction of the said multi-storied building on their land at the cost of the Developer herein under certain terms and conditions contained therein.
- C.** The said land is earmarked for the purpose of residential building project comprising of each G+III storied Towers or Blocks and the said project shall be known as "**RAJWADA GLORIA**".

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

- D. The Promoter/Developer is fully competent to enter into this agreement and all the legal formalities with respect to the right, title and interest of the Promoter/Developer regarding the said land on which project is to be constructed have been completed.
- E. The Rajpur-Sonarpur Municipality has granted the commencement certificate to develop the project vide approval **dated** _____;
- F. The Promoter/Developer has obtained the final layout plan, sanction plan, specifications and approvals for the project and also for the apartment, plot or building, as the case may be from Rajpur-Sonarpur Municipality vide revised **sanction plan No. 217/REV/CB/16/07 dated 18/02/2025**. The Promoter/Developer 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;
- G. The Promoter/Developer has registered the project under the provisions of the Act with the West Bengal Real Estate Regulatory Authority at Kolkata on _____ under registration no. _____
- H. The Allottee had applied for an apartment in the project vide application no. _____ dated _____ and has been allotted apartment no. _____ having carpet area of _____ square feet (_____ square feet Super Built up Area), “_____” type, on the _____ **floor** along with one covered car parking **Block no. _____**, of (“**RAJWADA GLORIA**”), as permissible under the applicable law and of pro rata share in the common areas (“Common Areas”) as defined under clause(n) of section 2 of the Act (hereinafter referred to as the “Apartment” more particularly described in Schedule A-I and the floor plan of the apartment is annexed hereto and marked as Schedule B);
- I. The parties have gone through all the terms and conditions set out in this agreement and understood the mutual rights and obligations detailed herein;
- J. The parties hereby confirm that any additional modification in respect of any kind of taxes shall be accepted by the allottee or the purchaser and in case any additional taxes to be paid by the said allottee or the purchaser herein shall be abided by and

deposited into the developer's account in order to discharge the liability, as per act, rules, regulations notifications, etc., as amended upto date.

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

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

M. In accordance with the terms and conditions set out in this agreement and as mutually agreed upon by and between the parties, the Promoter/Developer hereby agrees to sell and the allottee hereby agrees to purchase the Apartment as specified in para H.

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

1. TERMS:

1.1 Subject to the terms and conditions as detailed in this agreement, the Promoter/Developer agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Apartment as specified in para H.

1.2 The Total price for the Apartment on the carpet area is **Rs.** _____/- (**Rupees** _____) **only inclusive of the (Transformer & Generator Installation, Legal, Amenities, Maintenance & Fire) Charges inclusive of the GST (as applicable) to be paid by the Allottee:**

Block No.	
Apartment No.	
Type	
Floor	

Apartment/Flat Carpet Area	Sq.ft.
Apartment/Flat Super Built-up Area	Sq.ft.
Rate of apartment per square feet of Carpet Area:	Rs. /-
Rate of apartment per square feet of Super Built-up Area:	Rs. /-
Total price for the Apartment inclusive of the (Transformer & Generator Installation, Legal, Amenities and Maintenance, Fire) Charges & GST (as applicable) to be paid by the Allottee:	Rs. /- (Rupees) only

Explanation:

(i) The Total price above includes the Booking Amount amounting to **Rs._____ /-**
(Rupees _____ only) including GST paid by the Allottee to the Promoter/Developer towards the Apartment;

(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 to the allottees and the project to the association of allottees or the competent authority, as the case may be, after completion of the project and/or after obtaining the completion certificate;

Provided that in case there is any change/modification in the taxes, the subsequent amount payable by the Allottees to the Promoter/Developer shall be increased/reduced based on such change /modification;

(iii) The Promoter shall periodically intimate in writing to the Allottees, the amount payable as stated in (i) above and the Allottees shall make payment demanded by the Promoter within the time and in the manner specified therein. The Promoter shall provide to the Allottees 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 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 Allottees hereby agree 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/Developer 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/Developer shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottees, 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 instalments payable by the Allottee by discounting such early payments @_____ % per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.

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

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 inclusive ownership of the Apartment;
- (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 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 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 at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment 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/Developer abiding by the construction milestone, the Allottee shall make all payments, on written demand by the Promoter/Developer within the stipulated time as mentioned in the Payment Plan [through A/c Payee cheque/demand draft/bankers cheque or online

payment (as applicable) in favour of **RAJWADA REALTY** Payable at Kolkata.

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 apartment 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/Developer to adjust appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the allottee against the Apartment, if any, in his/her name and the Allottee undertakes

not to object/demand/direct the Promoter/Developer to adjust his payments in any manner.

5. TIME IS ESSENCE:

The Promoter/Developer shall abide by the time schedule for completing the project as disclosed at the time of registration of the project with the Authority and towards handing over the Apartment to the Allottees and the common areas to the association of all allottees or the competent authority, 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 construction by the Promoter as provided in **Schedule C ("Payment Plan")**.

6. CONSTRUCTION OF THE PROJECT/APARTMENT:

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Apartment 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/Developer. The Promoter/Developer 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/Developer 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 West Bengal Municipal Act, 1993 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/Developer shall constitute a material breach of the Agreement.

7. POSSESSION OF THE APARTMENT/PLOT

Schedule for possession of the said Apartment: The Promoter agrees and understands that timely delivery of possession of the Apartment is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the Apartment on _____, 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 Apartment, 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. 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 the occupancy certificate* from the competent authority shall offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Promoter shall give possession of the Apartment 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 Apartment: Upon receiving a written intimation from the Promoter as per clause 7.2, the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Apartment to the 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 Apartment 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 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.

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 compensation under this section shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of 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 Apartment, with interest at the rate specified in the Rules within 45 days including compensation in the manner as provided under the Act. Provided that where if the Allottee 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 Apartment.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER/DEVELOPER:

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

- (i) The Promoter/Developer 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/Developer has lawful rights and requisite approvals from the competent Authorities to carryout development of the Project;
- (iii) There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the Apartment;
- (iv) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter/Developer has been and shall, at all times remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Apartment and common areas;
- (v) The Promoter/Developer 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;
- (vi) The Promoter/Developer has not entered into any agreement for sale and/or development agreement or any other agreement/ arrangement with any person or party with respect to the said Land including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;

The Promoter/Developer confirms that the Promoter/Developer is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;

- (vii) At the time of execution of the conveyance deed the Promoter/Developer shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee and the common areas to the association of allottee or the competent authority, as the case maybe;
- (viii) The Schedule Property 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;

- (ix) The Promoter/Developer 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 respire to the said project to the competent authorities till the completion certificate has been issued and possession of apartment, 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 Allottee or the competent authority, as the case may be;
- (x) 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/Developer in respect of the said Land and/or the Project.
- (xi) 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]
- (xii) That the property is not wakf 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) Promoter fails to provide ready to move in possession of the Apartment to the Allottee within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects;
- (ii) (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 under any head whatsoever towards the purchase of the apartment, along with interest at the rate specified in the Rules within forty-five days of receiving the termination notice: Provided that where 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 specified in the Rules, for every month of delay till the handing over of the possession of the Apartment. 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 that 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 months after notice from the Promoter in this regard, the Promoter shall cancel the allotment of the [Apartment/ 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 this Agreement shall thereupon stand terminated.

10. CONVEYANCE OF THE SAID APARTMENT:

The Promoter, on receipt of complete amount of the Price of the Apartment under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Apartment together with proportionate indivisible share in the Common Areas within 3 (three) months from the issuance of the occupancy certificate*. 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 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 Indian Stamp Act, 1899 including any actions taken or deficiencies/penalties imposed by the competent authority(ies).

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

The Promoter/Developer shall be responsible to provide, maintain essential services in the Project till the taking over of the maintenance of the project by the association of Allottee upon the issuance of the completion certificate of the project. The cost of such maintenance has been included in the Total Price of the apartment.

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/Developer as per the agreement for sale relating to such development is brought to the notice of the Promoter/Developer 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/Developer to rectify such defects without further charge., within 30 (thirty) days, and in the event of Promoter/Developer's failure to rectify such defects within such time, the

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

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

The Allottee hereby agrees to purchase the Apartment on the specific understanding that is/her right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the association of allottees (or the maintenance agency appointed by it) and performance by the Allottee of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of allottees from time to time.

14. RIGHT TO ENTER THE APARTMENT FOR REPAIRS :

The Promoter/Developer / maintenance agency / association of allottee 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 Allottee and/or maintenance agency to enter into the Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

15. USAGE:

Use of Service Areas: The basement(s) and service area, if any, as located within the (Rajwada Glora), shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set room/s, underground water tank/s. Pump room/s, maintenance and service room/s, fire fighting pump/s and equipment's etc. and other permitted to uses as per sanctioned plan/s. 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 allottee for rendering maintenance services.

16. COMPLIANCE WITH RESPECT TO THE APARTMENT:

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

- 17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE** The Allottee is entering into this Agreement for the allotment of a Apartment 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 Apartment, all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the Apartment/ at his/ her own cost.

18. **ADDITIONAL CONSTRUCTIONS:**

The Promoter/Developer 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 (ies) and disclosed, except for as provided in the Act.

19. **PROMOTER/DEVELOPER SHALL NOT MORTGAGE OR CREATE CHARGE:**

After the Promoter/Developer executes this Agreement, they shall not mortgage or create a charge on the Apartment and it is hereby agreed by and between the Parties herein, that if any such mortgage or charge or project finance loan is made or created for the entire Project or part of the Project in future for a short period then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge project finance loan shall not affect the right and interest of the Allottee who has taken or agreed to take such Apartment.

20. **APARTMENT OWNERSHIP ACT:**

The Promoter/Developer has assured the Allottee that the project in its entirety is in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972.

21. **BINDINGEFFECT:**

Forwarding this Agreement to the Allottee by the Promoter/Developer does not create a binding obligation on the part of the Promoter/Developer 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 Additional District Sub-Registrar Sonarpur or D.S.R. – IV at Alipore, South-24 Parganas, as and when intimated by the Promoter/Developer, then the Promoter/Developer 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 amounting to **Rs.** _____/- **(Rupees _____ only)** and GST (as applicable) accrued thereupon 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 apartment 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 ALLOTTEE:**

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 Apartment and the Project shall equally be applicable to and enforceable against and by any subsequent Allottee of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

25. **WAIVER NOT A LIMITATION TO ENFORCE:**

25.1. The Promoter/Developer 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 [**Schedule '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/Developer in the case of one Allottee shall not be construed to be a precedent and/or binding on the Promoter/Developer to exercise such

discretion in the case of other Allottee.

25.2 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.

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 the applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably in consistent with the purpose of this Agreement and to the extent necessary to confirm to Act or the Rules and Regulations made there under 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 some shall be the proportion which the carpet area of the Apartment bears to the total carpet area of all the apartments in the Projects.

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

29. **PLACE OF EXECUTION:**

The execution of this Agreement shall be completed only upon its execution by the Promoter/Developer through its authorized signatory and the Allottee at the Promoter/Developer's Office. After the Agreement is duly executed by the Allottee and the Promoter/Developer or simultaneously with the

execution the said Agreement shall be registered at the office of the Additional District Sub-Registrar at Sonarpur or D.S.R. – IV at Alipore South-24 Parganas as mutually agreed by and between the Parties herein.

30. NOTICES:

That all the notice to be served on the Allottee and the Promoter/Developer as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter/Developer by Registered Post at their respective address Specified below:

ALLOTTEENAME –

ALLOTTEE ADDRESS -

PROMOTER/DEVELOPER NAME - RAJWADA REALTY

PROMOTER/DEVELOPER ADDRESS - 26, MahamayaMandir Road, Mahamayatala, Post Office-Garia, Police Station-Sonarpur, Kolkata- 700 084, District- 24 Parganas (South), West Bengal .

It shall be the duty of the Allottee and the Promoter/Developer 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/Developer or the Allottee, as the case may be.

31. JOINT ALLOTTEE:

That in case there are Joint Allottee all communications shall be sent the Promoter/Developer 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 property served on all the Allottee.

32. GOVERENING LAW:

That the rights and obligation 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 there under 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 condition of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall settled amicably by mutual discussion failing which the same shall be settled under the Arbitration and Conciliation Act, 1996, including its statutory modifications and re-enactment that shall be referred to any two arbitrators each to be engaged or appointed by each party and their decision shall be binding upon both the parties herein.

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

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Owners/Vendors:-

Signature.....

Name-**SRI BIKASH AGARWAL**, as self and constituted attorney
of **PARVEEN AGARWAL**, Owners herein

Address - 26, Mahamaya Mandir Road, Mahamayatala, Post Office-Garia,
Police Station-Sonarpur, Kolkata- 700 084, District- 24Parganas(South), West
Bengal.

Please affix
Photographs
and Sign
across the
photograph

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee/s:

Signature :.....

Name.....

Address.....

Please affix
Photographs
and Sign
across the
photograph

SIGNED AND DELIVERD BY THE WITHIN NAMED

Promoter/Developer:

Signature.....

Please affix
Photographs
and Sign across
the photograph

Name- **RAJWADA REALTY**

Address - 26, MahamayaMandir Road, Mahamayatala, Post Office-Garia,
Police Station-Sonarapur, Kolkata- 700 084,District- 24Parganas(South), West
Bengal.

Aton.....in the presence of:

WITNESSES:

(1) Signature.....

Name.....

Address.....

(2)Signature.....

Name.....

Address.....

SCHEDULE 'A'

(Total Area of Land)

ALL THAT piece and parcel of land **20 Decimal** equivalent to **12 Cottah 1 Chittak 27 sq.ft.** be the same a little more or less (Split up of the land measuring **11 Decimal** in R.S. and L.R. Dag no. 781 under R.S. khatian no. 196 **Plus 09 Decimal** in R.S. and L.R. Dag no. 778 under R.S. khatian no. 196) and as per holding area **10 Cottah 13 Chittak 25 sq.ft.** be the same a little more or less and which has been obtained after actual measurement that the Vendors physically enjoy and possess the land measuring **10 Cottah 13 Chittak 24.93 sq.ft.** be the same a little more or less the comprised in Mouza- Rajpur, J.L. No. 55, Touzi No. - 251, R.S. No. 109 in R.S. & L.R. Dag No. 781, 778 under R.S. Khatian No. 196, appertaining to L.R. Khatian No. 4233, 4234 and 4235, Post Office- Rajpur, Police Station – Sonarpur, A.D.S.R. Sonarpur, within the limits of Rajpur-Sonarapur Municipality under Ward No. 17 previously 16, Holding No. 116, Ishan Mitra Lane, Kolkata -700149, District- South 24 Parganas, West Bengal.

Butted and bounded as follows :-

- On the North** : R.S. Dag no.782 (P)
- On the East** : R.S. Dag no. 777
- On the South** : 19'8.2" ft wide Ishan Mitra Lane
- On the West** : R.S. Dag no. 767 and R.S. Dag no. 768

The name of the said proposed building project above is known, called and named

"RAJWADA GLORIA" at Ishan Mitra Lane.

SCHEDULE 'A-I'

(Description of the Said Flat and Car Parking Space)

ALL THAT Flat No. "....." measuring about Sq.ft. being Carpet area including Balcony (.....Sq.ft. being Super Built-up area) on theside of the**Floor** of the said **G+III** storied building consisting of Bed rooms, ,..... Dining, Drawing room,Toilet, W.C., Kitchen and Veranda in **Block** –, along with one covered car parking space of the Housing Complex named and styled as "**RAJWADA GLORIA**" also together with proportionate undivided share of land and all common rights and common service and expenses and also fixtures and fittings, electrical installation mentioned in the Fourth Schedule hereunder written and the Flat & parking is being erected as per the revised Building **sanction plan No. 217/REV/CB/16/07 dated 18/02/2025**. sanctioned by the Rajpur-Sonarpur Municipality, on the Said Property situated and lying at Mouza- Rajpur, J.L. No. 55, Ward No. previously 16 presently 17, within Municipal Holding No. 116, Ishan Mitra Lane, under Rajpur-Sonarpur Municipality, Police Station- Sonarpur, Additional District Sub-Registrar office at Sonarpur, Kolkata -700149, District- South 24 Parganas, West Bengal.

SCHEDULE 'B' – FLOOR PLAN OF THE APARTMENT (ATTACHED HERETO)

SCHEDULE 'C'

(Payment Plan)

NO.	PAYMENT DESCRIPTION	Total price for the Apartment & car parking space inclusive of the GST (as applicable) to be paid by the Allottee
A	PART BOOKING AMOUNT	10
B	AT THE TIME OF AGREEMENT	10
C	PILING	15
D	FOUNDATION	15
E	1ST FLOOR CASTING	10
F	2 ND FLOOR CASTING	10
G	3 RD FLOOR CASTING	10
H	4 TH FLOOR CASTING	10
I	BRICK WORK	5
J	POSSESSION	5
TOTAL		100%

BEFORE REGISTRY

The allottee shall pay the following amounts in respect of the (Transformer & Generator Installation, Legal, Amenities, Maintenance & Fire) Charges inclusive of the GST (as applicable) to be paid by the Allottee to the Developer before the execution and registration of the Deed of Conveyance in respect of the Said Flat. And the total sum payable under this clause to be fully paid before seven days of registration of Deed of Conveyance, however, it is pertinent to mention here that the Allottee/s are bound to pay 50% (fifty percent) of total sum payable under this clause as soon as last slab casting is completed of the respective floor. However the Allottee/s may pay 25% (twenty five percent) of total sum as soon as brickwork casting is completed and 25% (twenty five percent) of the total sum as soon as the

Possession of the respective flat starts and Demand is sent to the Allottee/s to discharge the liability.:

NO.	PAYMENT DESCRIPTION	(Transformer & Generator Installation, Legal, Amenities, Maintenance, Fire) CHARGES excluding (as applicable) to be paid by the Allottee
A	Transformer & Generator Installation Charges	
B	Legal Charges	
C	Amenities Charges	
D	Maintenance Charges	
E	Fire Charges	

SCHEDULE 'D'

Specifications, Amenities, Facilities (Which Are Part Of The Apartment)

1. Main door - Flush door with wooden door frame.
2. All other rooms would be fitted with Flush Door and toilets with any of P.V.C. doors or flush doors.
3. Aluminum sliding windows with clean glass panes of 4mm.
4. Wall putty in inside walls.
5. Glazed tiles up to 6ft height in toilet & W.C. wall & 2'ft height in kitchen on granite kitchen platform.
6. Concealed Electrical wiring with ISI marked copper wires, two light point and fan, plug point one each in Bed room, drawing/dining room, 15 A plug point in Drawing /Dinning and toilet. AC power Intel in one bedroom, TV and telephone power Intel's in living area. 15 Amp. plug point in Kitchen.
7. Concealed water supply line with U.P.V.C. pipes.
8. Sanitary fittings of reputed make. CP bath fittings of reputed make.
9. Geyser outlet and connection in one bathroom.
10. Stainless steel Sink in kitchen.
11. Granite kitchen platform in kitchen.
12. Water proofing cement of weather coat paint on outside walls.
13. Verandah railing up to window seal height.

14. Generator connection to common area & 400 watts to each flat.
15. Wall thickness of 200mm. for exterior or outside walls, 75mm. and 125mm. for interior or internal walls.
16. Balcony colors will be uniform at every apartment.
17. Window grills have to be of same design which should be purchased only from developers.
18. Fire escape stair-case together with fire door.
19. Installation for common services such as drainage system, water supply arrangement and other amenities, if any to the said premises.

It is noted that if any extra work is done as per the desire of the Purchaser then for such extra work the Purchaser shall pay the necessary charges to the vendor/developer in advance and for such extra work the date of possession may be extended and if any charges accrues the Developer or the owner shall not be responsible for the sum except the Allottee/s or intending purchaser

SCHEDULE 'E' – SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE PROJECT)

Lift, Gymnasium, Game's Room, Kid's play room, Swimming pool, Community Hall, CCTV in common areas and intercom facility etc. for the said Project.

MEMO OF CONSIDERATION

Received of and from the within named Purchasers the within mentioned sum of **Rs...../- (Rupees only)** and GST of **Rs.**

...../-**(Rupees only) (as applicable)** accrued thereupon out of the Total Amount for the Apartment**Rs./- (Rupees)** **only** as part payment/earnest money for proposed sale of the Apartment on the said premises as per as memo below:

CHQ NO.	DATE	BANK	FLAT AMT.	GST	CHQ AMT.
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WITNESSES

- 1.
- 2.

SIGNATURE OF THE DEVELOPER/VENDOR

Drafted by me