

## **AGREEMENT FOR SALE (ANNEXURE – A FORMAT)**

*(Under Rule of WBHIRA Rules, 2017)*

### **AGREEMENT FOR SALE**

This Agreement for Sale (“Agreement”) is made and executed at **Burdwan, West Bengal**, on this \_\_\_ day of \_\_\_\_\_ 2026.

### **BETWEEN**

#### **1. THE PROMOTER**

**M/s BROOKFIELD INFRA & DEVELOPER**, a Partnership Firm having its principal place of business at Holding No. 644/1, Bongpur More, Alamganj Road, Ward No. 18, Burdwan Municipality, P.S. Bardhaman, District Purba Bardhaman – 713103, acting through its authorised partner(s) and constituted attorney of the landowners.

*(Hereinafter referred to as the “Promoter”)*

#### **2. THE CONFIRMING PARTIES (LAND OWNERS)**

1. Sri Gouri Sankar Roy, S/o Late Kali Krishna Roy, resident of Telimari Para, Near Durga Mandir, P.O. Burdwan Sadar, Dist. Purba Bardhaman – 713103.
2. Sri Chandra Nath Roy, S/o Late Kali Krishna Roy, resident of Telimari Para, Near Durga Mandir, P.O. Burdwan Sadar, Dist. Purba Bardhaman – 713103.
3. Smt. Sumati Roy, D/o Late Kali Krishna Roy, resident of Telimari Para, Near Durga Mandir, P.O. Burdwan Sadar, Dist. Purba Bardhaman – 713103.
4. Smt. Sadhana Hazra, W/o Dilip Kumar Hazra, resident of Jagatber (North), P.O. Sripally, Dist. Purba Bardhaman – 713103.
5. Smt. Bandana Samanta, W/o Debkumar Samanta, resident of Jagatber (North), P.O. Sripally, Dist. Purba Bardhaman – 713103.

*(Hereinafter collectively referred to as “Owners”)*

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### 3. THE ALLOTTEE

Mr./Mrs. \_\_\_\_\_  
Address: \_\_\_\_\_

*(Hereinafter referred to as the "Allottee")*

#### WHEREAS

A. The Owners are the absolute owners of land situated at Mouza Bhatchala, J.L. No. 37, R.S. Plot Nos. 565, 565/598, 565/599 & 567; L.R. Plot No. 1489; L.R. Khatian Nos. 436, 465, 3185, 3186 & 3187, Ward No. 18, Burdwan Municipality.

B. A Development Agreement dated **18.11.2024** has been executed and registered (Deed No. I-07452 of 2024).

C. A Power of Attorney dated **30.12.2024** has been executed authorizing the Promoter.

D. The Promoter is developing a project named "**PRATIMA REGENCY**".

E. The Project is being developed in accordance with the provisions of the Real Estate (Regulation and Development) Act, 2016 and the Rules framed thereunder.

F. The Project is registered under WBRERA bearing Registration No. \_\_\_\_\_.

#### NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

##### 1. DEFINITIONS

Unless the context otherwise requires:

- "**Carpet Area**" means the net usable floor area of an apartment as defined under Section 2(k) of RERA.
- "**Common Areas**" means as defined under Section 2(n).
- "**Force Majeure**" means war, flood, drought, fire, cyclone, earthquake or any natural calamity affecting development.

##### 2. SALE OF APARTMENT

The Promoter agrees to sell and the Allottee agrees to purchase:

- Flat No.: \_\_\_\_
- Block: \_\_\_\_
- Floor: \_\_\_\_
- Carpet Area: \_\_\_\_ sq.ft.

Together with proportionate undivided share in land and common areas.

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### 3. TOTAL PRICE

The total price of the Apartment is:

₹ \_\_\_\_\_ (Rupees \_\_\_\_\_ only)

This includes:

- Cost of construction
- Proportionate land share
- Common areas

**Excludes:**

- Stamp duty
- Registration charges
- GST (if applicable)

### 4. MODE OF PAYMENT

- All payments shall be made through **banking channels only**.
- The Promoter shall comply with **Section 4(2)(I)(D) of RERA** by depositing 70% of collections in a separate account.

### 5. PAYMENT PLAN

| Stage                   | Percentage |
|-------------------------|------------|
| Booking                 | 10%        |
| Completion of Plinth    | 15%        |
| Completion of Structure | 25%        |
| Brickwork & Plaster     | 20%        |
| Finishing               | 20%        |
| Possession              | 10%        |

### 6. TIME FOR POSSESSION

The Promoter shall hand over possession on or before **31<sup>st</sup> August 2028**, subject to Force Majeure.

### 7. OBLIGATIONS OF PROMOTER

The Promoter shall:

- Construct as per sanctioned plan

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- Obtain Completion Certificate
- Provide essential services

## **8. DEFECT LIABILITY**

As per Section 14(3) of RERA:

- Promoter shall rectify defects within **5 years** from possession.

## **9. DEFAULT**

### **By Promoter:**

- Refund with interest or compensation (Section 18)

### **By Allottee:**

- Interest payable for delay

## **10. INTEREST**

Interest payable by either party shall be at the rate prescribed under RERA Rules.

## **11. CONVEYANCE**

The Promoter shall execute Conveyance Deed within **3 months** of:

- Completion Certificate
- Full payment

## **12. ASSOCIATION OF ALLOTTEES**

Promoter shall facilitate formation of Association/Society.

## **13. CANCELLATION**

- Allottee cancellation → deduction allowed
- Promoter cancellation → full refund + interest

## **14. FORCE MAJEURE**

Delay due to natural calamities shall extend timelines.

## **15. GOVERNING LAW**

This Agreement shall be governed by:

- RERA Act

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- Laws of India

Jurisdiction:

- WBREDA
- Courts at Purba Bardhaman

**IN WITNESS WHEREOF**

Signed by parties:

Confirming Owners

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

Allottee

Signature: \_\_\_\_\_

Witnesses:

*Prasanta Ghosh*