

AGREEMENT FOR SALE

This Agreement for Sale ("Agreement") executed on this _____ day of _____, 2024
By and between

M/S SAMANTA HOUSING DEVELOPER, PAN: ADBFS1519A, a Partnership Firm, having its office at, Vill. Raina, P.O. & P.S. Raina, District Purba Bardhaman, PIN 713421, **represented by its Partner, SRI DEBASIS SAMANTA, PAN: AVOPS7016H**, son of Late Kalicharan Samanta, by faith Hindu, by Nationality Indian, by occupation Business, resident of Golahat, Shankharipukur, Bardhaman, P.O. Sripally, P.S. Bardhaman, Dist. Purba Bardhaman, PIN 713103,, hereinafter referred to as the '**PROMOTER**' (which expression shall unless excluded by or repugnant to the context be deemed and mean to include its successors-in- interest and office, administrators, executors and assigns) of the **ONE PART**;

1) **SRI SHIBA PROSAD SADHUKHAN, PAN: ALYPS1046H**, son of Madan Mohan Sadhukhan, by faith Hindu, by Nationality Indian, by occupation Business, resident of Golahat, Bardhaman, P.O. Sripally P.S. Burdwan, District Purba Bardhaman, PIN 713103,, being represented by its Constituted Attorney **M/S SAMANTA HOUSING DEVELOPER" PAN: ADBFS1519A**, a Partnership Firm, having its office at, Vill. Raina, P.O. & P.S. Raina, District Purba Bardhaman, PIN 713421, **represented by its Partner, SRI DEBASIS SAMANTA, PAN: AVOPS7016H**, son of Late Kalicharan Samanta, by faith Hindu, by Nationality Indian, by occupation Business, resident of Golahat, Shankharipukur, Bardhaman, P.O. Sripally, P.S. Bardhaman, Dist. Purba Bardhaman, PIN 713103, hereinafter called the '**LAND OWNER**' (which expression shall unless excluded by or repugnant to the context be deemed and mean to include each of his heirs, legal representatives, administrators, executors and assigns) of the **SECOND PART**.

And

1) _____, PAN-_____, s/o _____, by religion - _____, by occupation - _____, by citizen - Indian, resident of _____, P.S.- _____, Dist.-_____, PIN-_____, and 2)

_____, PAN-_____, s/o _____, by religion - _____, by occupation - _____, by citizen – Indian, resident of _____, P.S.- _____, Dist.-_____, PIN-_____ hereinafter called the ‘**ALLOTTEE(S)**’ (which expression shall unless excluded by or repugnant to the context be deemed and mean to include each of his/her/their heirs, legal representatives, administrators, executors and assigns) of the **OTHER PART**.

WHEREAS

A. **SRI SHIBA PROSAD SADHUKHAN, PAN: ALYPS1046H**, son of Madan Mohan Sadhukhan, by faith Hindu, by Nationality Indian, by occupation Business, resident of Golahat, Bardhaman, P.O. Sripally P.S. Burdwan, District Purba Bardhaman, PIN 713103, (hereinafter referred to as “LAND OWNER”) is the absolute and lawful owner of defined and demarcated area of land by measuring 0.10 acre and/or 4356 sq.ft. more-less area of land being R.S. Khatian No. 03, R.S. Plot No. 538 and in the L.R.R.O.R, the Khatian No. 2747, L.R. Plot No. 538 classification of land as Shali with permission to Bastu (hereinafter referred to as “Said Land”) which has been mentioned in the schedule-A Part-I below and he become the LAND OWNER of the said Land in the following manner-

- a) The plot of land mentioned in Part-I of schedule-A below as well as other land was under the ownership of Jitendranath Samui & others and their names were properly been recorded in the R.S.R.O.R. and during their possession and enjoyment of the property said Jitendranath Samui and other owners have transferred 56 decimal area in favour of Madan Mohan Sadhukhan by way of registered sale deed of Burdwan Joint Sub Registered on 09.02.1963 vide deed No. 657 of 1963.
- b) After purchasing the property said Madan Mohan Sadhukhan, by mutating his name in the L.R.R.O.R. under Khatian No.242, has enjoyed the property and during his enjoyment he has transferred the plot of land mentioned item No. 1 of Part-I of schedule-A in favour of his son i.e. present LAND OWNER, by way of registered gift deed of A.D.S.R. Burdwan and such has been registered on 27th March 2012 vide deed No. 2401 of 2012.

- c) After obtaining the plot of land mentioned item No. 1 of Part-I of schedule-A along with others property, Shibaprasad Sadhukhan has mutated his name in the LRROR under Khatian No. 2747.
- d) In the aforesaid manner said **SHIBA PROSAD SADHUKHAN** i.e. the LAND OWNER herein, become the sole owner and possessor of the plot of land mentioned in Part-I of schedule-A measuring an area 0.10 acre of Mouza-Kanainatsal, J.L. No. 76, appertaining to R.S. Khatian No. 03, R.S. Plot No. 538 and in the L.R.R.O.R, the Khatian No. 2747, L.R. Plot No. 538 classification of land as Shali with permission to Commercial Complex /Bastu
- B. The abovenamed LAND OWNER and Promoter entered into a development agreement and for said purpose the LAND OWNER and the Promoter executed one Agreement for Development of Land with Development Power on 16th December 2021 and same was registered in the office of A.D.S.R., Burdwan in Book-I, volume no. 0203-2021, page from 175500 to 175546 being no. 020306410 for the year 2021.
- C. The Said Land is earmarked for the purpose of building commercial cum residential project, comprising one G+III storied building and said project shall be known as ‘_____’ (“**Project**”);
- D. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land on which Project is to be constructed have been completed;
- E. The Purba Bardhaman Zilla Parishad has granted the no objection certificate for proposed construction of Four (G+III) storied residential cum commercial building to develop the Project *vide* Memo No. 1799/DE dated 16/12/2022
- F. The Promoter has obtained the final layout plan approvals for the Project from BDA and Burdwan Development Authority. The Promoter agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with section 14 of the The Real Estate (Regulation and Development) Act,2016 and other laws as applicable;
- G. The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at _____ on _____ under registration no. _____;
- H. The Allottee had applied for an apartment in the Project *vide* application no. _____ dated _____ and has been allotted one residential flat / commercial unit, bearing apartment no. _____ having carpet area of _____ square feet, in _____ floor , _____ side of G+III Storied Building along with garage/closed parking no. _____ admeasuring _____ square feet in the _____ Ground floor of the said Building, 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 Real Estate (Regulation and Development) Act,2016, so far applicable (hereinafter referred to as the “**Apartment**” more particularly described in Part-II of **Schedule A** 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 they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;
- K. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- L. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee/s hereby agrees to purchase the [Apartment/Plot] and the garage/closed parking (if applicable) 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 agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the **Apartment No.**..... as specified paragraph H

1.2 The Total Price for the Apartment based on the carpet area is Rs.

Building Name- _____ APARTMENT Apartment No. Floor- Carpet area-	Rate of Apartment per sq.ft.
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AND

Garage/ Closed Parking	Price -
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Explanation-

- (i) The Total Price includes the application amount paid by the Allottees to the LAND OWNER / Promoter towards the Said Apartment And Appurtenances.
- (ii) The Total Price above includes Taxes as mentioned in the details of price (consisting of tax paid or payable by the Promoter by way of CGST, SGST, Value Added Tax, Service Tax, Duties, and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) up to the date of handing over the possession of the apartment/plot to the Allottee 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 in writing to the Allottee/s, the amount payable as stated in (i) above and the Allottee/s shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee/s the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
- (iv) The Total Price of Apartment includes:
 - a. Pro rata share in Common Areas; and
 - b. garage(s)/ closed parking(s) as provided in the Agreement

1.3 The Total Price is escalation-free, save and except increases, which the Allottee/s hereby agrees to pay, due to increase because 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.

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

1.5 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 instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee/s by the Promoter.

1.6 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 (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Allottee/s as per the provisions of the Act. Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee/s, or such minor changes or alterations as per the provisions of the Act.

The Promoter shall confirm to the final carpet area that has been allotted to the Allottee/s 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 reduction in the carpet area then the Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate prescribed 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, which is not more than three percent of the carpet area of the apartment, allotted to Allottee/s, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in **Schedule C**. All these

monetary adjustments shall be made at the same rate per square feet as agreed in para 1.2 of this Agreement.

Subject to para 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the **Apartment** as mentioned below:-

- (i) The Allottee/s shall have exclusive ownership of the **Apartment**
- (ii) The Allottee/s shall also have undivided proportionate share in the Common Areas. Since the share / interest of Allottee/s in the Common Areas is undivided and cannot be divided or separated, the Allottee/s shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the promoter shall hand over the common areas to the association of allottees after duly obtaining the completion certificate from the competent authority 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, etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the the Project;

It is made clear by the Promoter and the Allottee/s agree/s that the **Apartment** along with ____ garage/covered parking [if applicable] shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee/s. It is clarified that Project"s facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.

It is understood by the Allottee/s that all other areas and i.e. areas and facilities falling outside the project, namely _____ **APARTMENT** 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, 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 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 **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 [**Schedule C**] 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 which is payable, he shall be liable to pay interest at the rate prescribed in the Rules.

2. MODE OF PAYMENT: Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee/s shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan [**Schedule C**] through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of “_____ **APARTMENT**” payable at Burdwan

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

3.1 The Allottee/s, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendment(s), modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to 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/s understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India; he/she 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/s shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee/s subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee/s to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee/s and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS: The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the allottee/s against the **Apartment**, if any, in his/her name and the Allottee/s undertake/s not to object/demand/direct the Promoter to adjust his payments in any manner.

5. TIME IS ESSENCE: The Promoter shall abide by the time schedule for completing the project as disclosed at the time of registration of the project with the Authority and towards handing over the **Apartment** to the Allottee/s and the common areas to the association of allottees or the competent authority, as the case may be.

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. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the _____ and shall not have an option to make any variation /alteration/ modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE APARTMENT:

7.1 Schedule for possession of the said Apartment - The Promoter agrees and understands that timely delivery of possession of the **Apartment** to the allottee and the common areas to the association of allottees or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to hand over possession of the **Apartment** along with ready and complete common areas with all specifications, amenities and facilities of the project in place on _____ [**DATE OF DELIVERY**] _____, 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. Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2 Procedure for taking possession - The Promoter, upon obtaining the occupancy certificate* from the competent authority and the full payment of the plot from the Allottee/s shall offer in writing the possession of the **Apartment**, to the Allottee/s in terms of this Agreement to be taken within three months from the date of issue of such notice and promoter shall give possession of the **Apartment** to the Allottee.

The Promoter agrees and undertakes to indemnify the Allottee/s in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the

Promoter. The Allottee/s, after taking possession, 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/s in writing within _____ of receiving the occupancy certificate to the project.

7.3 Failure of Allottee to take Possession of Apartment – Upon receiving a written intimation from the Promoter as per para 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/s. In case the Allottee fails to take possession within the time provided in para 7.2, such Allottee shall continue to be liable to pay maintenance charges as applicable.

7.4 Possession by the Allottee/s - After obtaining the occupancy certificate, registration of the **Apartment** 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 Allottees or the competent authority, as the case may be, as per the local laws.

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

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

Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the **Apartment**

- (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 7.1; or
- (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or
- (iii) for any other reason;

the Promoter shall be liable, on demand to the allottee/s, in case the Allottee/s wish/es 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 prescribed in the Rules including compensation in the manner as provided under the Act within forty-five days of it becoming due. Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the **Apartment**,

8. REPRESENTATIONS AND WARRANTIES OF THE LAND OWNER AND PROMOTER:

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

- (i) The LAND OWNER has absolute, clear and marketable title with respect to the said Land and the Promoter has 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;
- (iv) There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the **Apartment**;
- (v) 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 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;
- (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 **Apartment** which will, in any manner, affect the rights of Allottee/s under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said **Apartment** to the Allottee/s in the manner contemplated in this Agreement;
- (ix) The Promoter confirms that the Promoter will complete the project building /apartment as according to the manner of completion provided in the above referred Development Agreement dated _____
- (x) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the **Apartment** to the Allottee/s and the common areas to the association of allottees or the competent authority, as the case may be;
- (xi) 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;
- (xii) 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
- (xiii) 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.
- (xiv) That the property is not Waqf property.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

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

- (i) Promoter fails to provide ready to move in possession of the **Apartment** to the Allottee within the time period specified in para 7.1 or fails to complete the project within the stipulated time disclosed at the time of registration of the project with the Authority. For the purpose of this para, 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects
- (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.

9.2 In case of Default by Promoter under the conditions listed above, Allottee/s is/are 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/s be required to make the next payment without any interest; or
- (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the apartment, along with interest at the rate prescribed in the Rules within forty-five days of receiving the termination notice:
Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the **Apartment**, which shall be paid by the promoter to the allottee within forty-five days of it becoming due.

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

- (i) In case the Allottee fails to make payments for demand made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate prescribed in the Rules;
- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond 03 consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the **Apartment** in favour of the Allottee and refund the money paid to him by the allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

10. CONVEYANCE OF THE SAID APARTMENT:

The Promoter, on receipt of Total Price of the **Apartment** as per **para 1.2** 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 months from the date of receipt of full payment and issuance of the completion certificate, whichever is later, to the Allottee/s. (Provided that, in the

absence of local law, the conveyance deed in favour of the allottee shall be carried out by the promoter within 3 months from the date of issue of occupancy certificate,

However, in case the Allottee fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour until payment of stamp duty and registration charges to the Promoter is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provision 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 shall be responsible to provide and maintain essential services in the Project until the taking over of the maintenance of the project by the association of allottees upon the issuance of the completion certificate of the project. The cost of such maintenance 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 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. THE RIGHT OF ALLOTTEE TO USE COMMON AREAS AND FACILITES SUBJECT TO PAYMENTOF TOTAL MAINTENANCE CHARGES-

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

14. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

The Promoter/maintenance agency/association of allottees shall have rights of unrestricted access of all Common Areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of allottees and/or maintenance agency to enter into the **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 service areas, if any, as located within the _____, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas 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 APARTMENT:

16.1 Subject to para 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

16.2 The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board/name-plate, neon light, publicity material or advertisement material etc. on the face/facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further, the Allottee shall not store any hazardous or combustible goods in the **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** within and surrounding the Project Premises.

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

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

The Parties are entering into this Agreement for the allotment of an **Apartment** with the full knowledge of all laws, rules, regulations, notifications applicable to the project.

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, layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority(is) and disclosed, except for as provided in the Act

19. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Promoter executes this Agreement he shall endeavour not to mortgage or create a charge on the **Apartment** 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 **Apartment**.

20. APARTMENT OWNERSHIP ACT:

The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972. The Promoter showing compliance of various laws/regulations as applicable in Madhya Pradesh.

21. BINDING EFFECT:

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

21.2 That the Stamp duty, Registration fees and all other legal expenses for execution and registration of the sale deed of the said plot, have not been included in

the total cost, as mentioned above. In case any levies, taxes, legal charges are imposed by the Govt. on the sale of **Apartment** the same shall be additionally borne by the allottee.

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 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 **Apartment** and the Project shall equally be applicable to and enforceable against and by any subsequent Allottees 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 may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan [Annexure C] including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottees.

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 under other

applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement

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

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

28. FURTHER ASSURANCES:

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

29. PLACE OF EXECUTION:

The execution of this Agreement shall be complete only upon its execution by the Promoter 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, at BURDWAN after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the concerned Dist.Sub Registrar at Purba Bardhaman or ADSR. Hence this Agreement shall be deemed to have been executed at BHOPAL

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 amicably by mutual discussion, failing which the same shall be settled through the Adjudicating officer appointed under the Act.

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

THE SCHEDULE – A

PART-I

(DESCRIPTION OF THE PROJECT LAND)

All that piece of land by measuring 0.10 acre and/or 4356 sq.ft. more-less area of land being R.S. Khatian No. 03, R.S. Plot No. 538 and in the L.R.R.O.R, the Khatian No. 2747, L.R. Plot No. 538 classification of land as Shali with permission to Bastu, within Mouza Kanainatshal, J.L. No. 76, under P.S. Burdwan, Dist. Purba Bardhaman under Baikunthapur-2 Gram Panchayat.

The property butted and bounded by:

NORTH	:	Panchayat Road,
SOUTH	:	Part of plot 538,

EAST : Part of plot 538,
 WEST : Part of plot 537.

PART-II

(DESCRIPTION OF THE APARTMENT)

WITHIN the proposed G+III storied Building namely “_____” comprised in Part-I of Schedule-A above, one commercial unit / residential flat, bearing apartment no. _____ having carpet area of _____ square feet, in _____ floor , _____ side of the said Building along with garage/closed parking no. _____ admeasuring _____ square feet in the _____ Ground floor of the said Building, 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 Real Estate (Regulation and Development) Act,2016, so far applicable (hereinafter referred to as the “**Apartment**” more particularly described in Part-II of **Schedule A** and the floor plan of the apartment is annexed hereto and marked as **Schedule B**).

THE SCHEDULE – B

(FLOOR PLAN OF APARTMENT)

THE SCHEDULE – C

(PAYMENT PLAN)

Payment plan	Percentage
Booking Amount	9%
On execution of Agreement for Sale	11%
On Completion of Foundation	15%
On Completion of 1st Floor Casting	10%
On Completion of 2nd Floor Casting	10%
On Completion of 3rd Floor Casting	10%
On Completion of 4 th Floor Casting	10%
On Completion of Roof Casting	10%
On Completion of Flooring of Unit	10%
On Possession of the Unit	5%

WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for Sale at Burdwan in the presence of attesting witness, signing as such on the day first above written. **SIGNED AND DELIVERED BY THE WITHIN NAMED:**

WITNESSES:-

SIGNATURE OF LAND OWNER

SIGNATURE OF PROMOTER

SIGNATURES OF THE ALLOTEE(S)