

**AGREEMENT FOR SALE**

**THIS AGREEMENT FOR SALE ("AGREEMENT")** executed on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_,

**By and Between**

**[1] SRI KANCHAN ROY, (PAN ATKPR3998P), (AADHAAR NO. 5360 9236 6840), VOTER CARD NO. CDK0678631, [2] SRI PRADIP ROY, (PAN AUDPR4682A), (AADHAAR NO. 7131 5777 3286), VOTER CARD NO. CDK0678615,** both are S/o. Late Panchanan Roy, both are by occupation Business, both are by Faith -Hindu, by Nationality Indian, both are residing at 120, A.J.C Bose Road, P.O. & P.S. New Barrackpore, District. North 24 Parganas, Kolkata -700 131, hereinafter jointly called and referred to as the "**OWNERS**" (which expression shall mean and include unless excluded by or repugnant to the context their respective heirs, executors, successors, legal representatives, administrators and assigns) of the **FIRST PART.**

The owners are represented by their **Constituted Attorney** namely **M/S. ARADHYA CONSTRUCTION (PAN ACCFA5866C), a Partnership firm represented by its partners namely [1] SRI TUSHAR KANTI GHOSH, (PAN BDMPG44143), AADHAAR CARD NO. 9549 4444 4886,** S/o. Late Tarapada Ghosh, by faith- Hindu, by occupation - Business, by Nationality-Indian, residing at 101 Main Road West, P.O. & P.S-New Barrackpore, District North 24 parganas, Kolkata-700 131 and **[2] SRI RUDRADEEP SAHA ROY, (PAN AYLPR 42223), AADHAAR CARD NO. 7505 8337 5011, VOTER CARD NO.**

**CDK2522951**, Son Sri Krishna Gopal Saha Roy, by faith Hindu, by occupation Business, by Nationality-Indian, residing at 312, Vivekananda Road, P.O. & PS-New Barrackpore, District North 24 parganas, Kolkata 700 131 by virtue of a General Power of Attorney after registered development agreement **dated 22.09.2023**, executed and registered before the office of the Additional District Sub-Registrar Sodepur and recorded in Book No. I, Volume No. 1524-2023, Pages from 246217 to 246240, being No. 152407477 for the year 2023.

**AND**

**M/S. ARADHYA CONSTRUCTION (PAN ACCFA5866C)**, a Partnership firm represented by its partners namely **[1] SRI TUSHAR KANTI GHOSH, (PAN BDMPG44143), AADHAAR CARD NO. 9549 4886**, S/o. Late Tarapada Ghosh, by faith- Hindu, by occupation - Business, by Nationality-Indian, residing at 101 Main Road West, P.O. & P.S-New Barrackpore, District North 24 parganas, Kolkata-700 131 and **[2] SRI RUDRADEEP SAHA ROY, (PAN AYLPR 42223), AADHAAR CARD NO. 7505 8337 5011, VOTER CARD NO. CDK2522951**, Son of Sri Krishna Gopal Saha Roy, by faith Hindu, by occupation Business, by Nationality-Indian, residing at 312, Vivekananda Road, P.O. & PS-New Barrackpore, District North 24 parganas, Kolkata 700 131, hereinafter called and referred to as the **"PROMOTERS"** (which term or expression shall unless otherwise excluded by or repugnant to the context or subject be deemed to mean and include its successors-in-interest and assigns) of the

**SECOND PART.**

**AND**

[If the Allottee is a company]

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

[OR]

[If the Allottee is a Partnership]

\_\_\_\_\_, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at \_\_\_\_\_, (PAN \_\_\_\_\_), represented by its authorized partner, \_\_\_\_\_, (Aadhaar no. \_\_\_\_\_) authorized vide \_\_\_\_\_, hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners).

[OR]

[If the Allottee is an Individual]

Mr . / Ms. \_\_\_\_\_, (Aadhaar no. \_\_\_\_\_) son / daughter of  
 \_\_\_\_\_, aged about \_\_\_\_\_, residing at  
 \_\_\_\_\_, (PAN \_\_\_\_\_), hereinafter called the "Allottee"

(which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees).

[OR]

[ If the Allottee is a HUF]

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

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

The Promoter and allottee shall hereinafter collectively be referred to as the "parties" and individually as a "Party".

**WHEREAS:**

A. The Owners herein are the joint owners of ALL THAT piece and parcel of Bastu Land measuring about 8-satak equivalent to 05 kathas more or less in connection of Adhin Khatian No. 220, Malek Khatian No. 310 L.R. Khatian No. 3138 (in the name of Kanchan Roy) and L.R. Khatian No. 3137 (in the name of Pradip Roy), Sebak Dag No. 352/2129, L.R. Dag No. 2129, Re-Su no. 94, Touzi No.- 194, J.L. No. 34, under Mouza-Masunda, together with all easement rights thereon under police station New Barrackpore, A.D.S.R.O. Sodepur, District North 24 Parganas, Kolkata-700131, within the local limits New Barrackpore Municipality, under Ward No.-5, Holding No. 120 A.J.C.Bese Road, (more fully and particularly mentioned, described, explained, enumerated, provided and given in the **SCHEDULE A (PART-II)** hereunder written and/or given and hereinafter referred to as the **PREMISES**). The mode and manner by which the Owners have acquired right, title and interest in the **SCHEDULE A (PART-II)** will appear from the **SCHEDULE A (PART- I)** hereunder written and/or given.

B. The Owners and the Promoter herein have entered into several Development Agreement for the purpose of construction of multi-storied building on the said premises and according to other terms and conditions as contained therein, which is as follows:

- i. Development Agreement dated 22.09.2023, executed and registered before the office of the Additional District Sub-Registrar Sodepur and recorded in Book No. I, Volume No. 1524-2023, Pages from 231323 to 231364, being No. 152406971 for the year 2023.
- C. The said land is earmarked for the purpose of building residential cum commercial project, comprising of a multistoried building and the said project shall be known as **“PANCHANAN APARTMENT”**.
- 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;
- ii. New Barrackpore Municipality has granted the commencement certificate to develop the Project vide approval dated bearing no. \_\_\_\_\_.
  - iii. The promoter has obtained the final layout plan approvals for the Project from the New Barrackpore Municipality vide **SERIAL NO.- PWD/BLDG.PLAN/17, dated 09.05.2024**. 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 Act and other laws as applicable;

iv. The Promoter has registered the Project under the provisions of the Act with the West Bengal Real Estate Regulatory Authority at \_\_\_\_\_ no \_\_\_\_\_ ;

v. The Allottee had applied for an apartment in the Project and has been allotted Apartment No. \_\_\_\_\_ having carpet area of \_\_\_\_\_ square feet, type \_\_\_\_\_, no \_\_\_\_\_ floor in building along with garage / closed parking no. \_\_\_\_\_ admeasuring \_\_\_\_\_ square feet in the \_\_\_\_\_ [Please insert the location of the garage / closed parking], 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 B);

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

vii. The Allottees have independently examined and verified or caused to be examined and verified, inter alia, the following and have fully satisfied themselves about the same:

- 1.1. The Title of the Promoter in respect of the Premises along with Development Agreement as well as the Development Power of Attorney (if any);
- 1.2. The Sanctioned Plans of the Buildings and further revised Sanctioned Plan if any;

- 1.3. The Carpet Area of the Said Apartment;
- 1.4. The Specifications and common Portions of the Project;
- 1.5. The respective rights interest and entitlements of the Promoter and the Allotees under this Agreement for Sale.

viii. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rule, regulations, notifications, etc., applicable to the Project;

ix. 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;

x. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by an between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment as specified in paragraph I;

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

**1. TERMS:**

Subject to the terms and conditions as detailed in the Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Apartment as specified in paragraph H;

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

(Rupees \_\_\_\_\_ only ("Total Price") (Give break up and description):

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

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

[AND] [if/as applicable]

Garage/Closed Parking – 1	Price for 1
Garage/Closed Parking – 2	Price for 2

Explanation:

- (i) The Total Price above includes the booking amount paid by the allottee to the Promoter 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;

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

- (iii) The Promoter shall periodically intimate to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment within 30 (Thirty) days from the date of such written intimation. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
  
- (iv) The Total Price of Apartment includes: I) pro rata share in the Common Areas; as provided in the Agreement.

The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclosed the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

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

It is agreed that the Promoter Shall not make any additions and alteration 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 as mentioned below:

- (i) The allottee shall have exclusive 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 "**PANCHANAN 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 Allottee, which it has collected from the Allottee, 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 Allottee 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 as may be demanded by the Promoter within the time and in the manner specified therein:

Provided that if the allottee delays in payment towards any amount for which is payable, he/she/they shall be liable to pay interest at the rate specified in the Rules.

## 2. **MODE OF PAYMENT**

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/demand draft or online payment (as applicable) in favour of '\_\_\_\_\_' payable at \_\_\_\_\_.

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

The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendment(s)

modification(s) made hereof and all other applicable laws, including that of remittance of Payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under the Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

The Promoter accepts no responsibility in this regard. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottees to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said apartment applied for herein in way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

**4. ADJUSTMENT / APPROPRIATION OF PAYMENTS**

The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her /them under any head(s) of dues against lawful outstanding, if any, in his/her/their name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

**5. TIME IS ESSENCE**

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

**6. CONSTRUCTION OF THE PROJECT / APARTMENT**

The Allottee has seen the specifications of the [Apartment] and accepted the Payment Plan, floor plans, layout plans, sanction plans [annexed along with the Agreement] which has been approved by the competent authority, as represented by the Promoter. The Promoter Shall develop the Project in accordance with the said layout plans, sanction plans, floor plans and

specifications. Subject to the terms in the Agreement, 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 Kolkata Municipal Corporation 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**

**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 within \_\_\_\_\_ months, from the date sanction of building plan, with an additional period of \_\_\_ months, unless there is delay or failure due to war, flood, drought, fire, strike, agitations, bandhs, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time of delivery of possession of the 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 of the occupancy certificate to 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) month 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 duplicate copy of necessary documents and plans, including common areas, to the association of the Allottees or the competent authority, as the case may be, as per the local laws.

**Cancellation by Allottee** - The Allottee shall have the right to cancel / withdraw his allotment in the Project as provided in the Act:

Provided that where the allottee proposes to cancel / withdraw from the project without any fault of the Developer's, the Developer's 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 Developer's to the allottee within 45 days of such cancellation.

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

Except for occurrence of a Force Majeure event, if the Developer's 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 their business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Developer's shall be liable, on demand to the allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by them in respect of the Apartment, without any interest within 45 days in the manner as provided under the Act. Provided that where if the Allottee does not intend to withdraw from the Project, the Developer's shall pay the Allottee the interest at the rate specified in the Rules for every month of delay, till handing over the possession of the Apartment.

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

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

- (i) The Promoter has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;

- (iii) There are no encumbrances upon the said Land or the Project;  
  
[in case there are any encumbrances on the land provided details of such encumbrances including any rights, title, interest and name of party in or over such land]
- (iv) There are no litigations pending before any Court of law with respect to the said Land, Project or the 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/Plot] which will, in any manner, affect the rights of allottee under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this agreement;

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

## 9. **EVENTS OF DEFAULTS AND CONSEQUENCES**

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

- (i) If the Promoter fails to provide ready to move in possession of the Apartment/unit 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 respect;

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

In case of Default by Promoter under the conditions listed above, allottee is entitled to the following;

- (i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any penal interest; or
- (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee after deducting the tax which was already paid to the government under any head whatsoever towards the purchase of the apartment within forty-five days of receiving the termination notice; Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement he can do so.

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

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

#### 10. **CONVEYANCE OF THE SAID APARTMENT**

The Promoter, on receipt of complete amount of the Price of the Apartment / unit 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 date of applying for 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/their favour till full and final settlement of all dues and stamp duty and registration charges to the Promoter is made by the Allottee. The allottee shall be solely responsible and liable for compliance of the provisions of the Indian Stamp Act, 1899 including any actions taken or deficiencies/penalties imposed by the competent authority (ies).

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

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of the allottees. The cost of such maintenance has been included in the Total Price of the Apartment, and shall be paid separately at the time of giving possession. The maintenance Charges will be Rs. \_\_\_\_\_/- (\_\_\_\_\_) per sqft. Of Super built-up area of the Apartment, and can be increased by the promoter/Association of Allottee, When formed at the time of or after giving possession of the said Apartment. Non-payment or late payment of maintenance charges by the allottee will attract penalty by the promoter/Association of Allottees when formed.

12. **DEFECT LIABILITY**

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

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

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

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

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

The Promoter / maintenance agency / association of allottees shall have rights of unrestricted access of all Common Areas for providing necessary maintenance services and the Allottee agrees to permit the association of allottees and/or maintenance agency to enter into the

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 Basement and Service Areas :** The service areas, if any, as located within the Project “**PANCHANAN APARTMENT**” shall be earmarked for purposes of electric sub-station, transformer, underground water tanks, pump rooms, maintenance and service rooms and equipment's etc. and other permitted to uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas in any manner whatsoever, other than for use by the association of allottees formed by the Allottees for rendering maintenance services.

16. **GENERAL 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 changes 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, window grills, publicity material or advertisement material etc. on the face / faced 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 or the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store and hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the Building. 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 Allottees shall be responsible for any loss or damages arising out of breach of any or the aforesaid conditions.

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

The Allottee is entering into this Agreement for the allotment of 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 undertakes that it has no right to make additions or to put up additional structural anywhere in the project after the building plan has been approved by the competent authority (ies) except for as provided in the Act.

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

After the Promoter executes this agreement he shall not mortgage or create a charge on the [Apartment / Plot / Building] 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/Plot/Building].

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 the State of West Bengal.

21. **BINDING EFFECT**

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for

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

22. **ENTIRE AGREEMENT**

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said 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 Project shall equally be applicable to and enforceable against any subsequent Allottees of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purpose.

25. **WAIVER NOT ALIMITATION TO ENFORCE**

The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in the Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and / or binding on the Promoter to exercise such discretion in the case of other Allottees.

26. **SEVERABILITY**

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

provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee (s) in Project, the same shall be the proportion which the carpet area of the [Apartment/Plot] bears to the total carpet area of all the [ Apartment/Plot] 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, in \_\_\_\_\_, after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at \_\_\_\_\_, District- \_\_\_\_\_.

30. **NOTICES**

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

\_\_\_\_\_ Name of Allottee

\_\_\_\_\_ (Allottee Address)

M/s \_\_\_\_\_ Promoter Name

\_\_\_\_\_ (Promoter Address)

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

31. **JOINT ALLOTTEES**

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

32. **GOVERNING LAW**

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

33. **DISPUTE RESOLUTION**

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

same shall be settled through the Adjudicating Officer appointed under the Act at \_\_\_\_\_,  
District- \_\_\_\_\_.

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

**SIGNED AND DELIVERED BY THE WITHIN NAMED**

Allottees:

(1) Signature \_\_\_\_\_ (2) Signature \_\_\_\_\_

Name- Name-

Address- Address-

**SIGNED AND DELIVERED BY THE WITHIN NAMED SIGNATURE OF THE OWNER.**

(1) Signature \_\_\_\_\_

Name-

Address-

**SIGNED AND DELIVERED BY THE WITHIN NAMED**

Promoter: \_\_\_\_\_

Address: \_\_\_\_\_

Signature \_\_\_\_\_

At \_\_\_\_\_, on \_\_\_\_\_ in the presence of:

WITNESSES:

(1) Signature \_\_\_\_\_ (2) Signature \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_ Address \_\_\_\_\_

**SCHEDULE A**

**PART - I**

**WHEREAS** the Govt. of West Bengal acquired by making one notification U/s. 4 of the West Bengal Land Development and Planning act, 1948 by making a declaration being no. 23878-L-Dev, dated 24 November, 1953 U/s. ↪ of the aforesaid Act which was published at page 3906-3909 of the Calcutta Gazette, dated 3 December, 1953, C.S. Plot Nos, as set out in schedule →A→ hereinafter, in Mouza Masunda, 3.1. No-34, Touzi No. 194, Re-Su No. 94, Malek Khatian No. 310, Adhin Khatian No. 220, Sabek Dag No. 352/715, land measuring about 05 katha more or less alongwith others land for public

purpose viz. for the settlement of immigrants who had migrated into the state of West Bengal on account of circumstances for creation of better living conditions.

**AND WHEREAS** the NEW BARRACKPORE CO-OPERATIVE COLONY SOCIETY LIMITED, Aharampur, Masunda, North 24 parganas was conveyed and/or have changed in its name into the New Barrackpore Co-operative Homes Limited.

**AND WHEREAS** piece and parcel of Bastu Land measuring about 8% satak equivalent to OS kathas more or less in connection of Malek Khatian No. 310, Adhin Khatian No. 220, Sabek Dag No. 352/715, Re-Su No.-94, Touzi No.- 194, JL. No. 34, under Mouza- Masunda, together with all easement rights thereon under police station New Barrackpore, A.D.S.R.O. Sodepur, District North 24 Parganas, Kolkata-700131, was allotted in favour of Panchanan Roy by the NEW BARRACKPORE CO-OPERATIVE HOMES LIMITED, by virtue of one registered deed of sale, which was registered in the A.D.S.R. Barrackpore, North 24 Parganas, recorded in Book No.- 1, Volume No.- 43, pages from 189 to 196, being No.-2394 on 26.04.1990. Which is within jurisdiction of New Barrackpore Municipality under Ward No. 5, Holding No. 120, A.J.C. Bose Road.

**AND WHEREAS** during the peaceful possession said Panchanan Roy died on 13.04.2006 leaving behind his wife Smt. Renuka Roy, two daughter namely Monika Saha, Mukta Kundu Chowdhury and two son namely Kanchan Roy and Pradip Roy as his legal heirs and successors and accordingly all the legal heirs are became the absolute owners over the aforesaid plot of land as 1/5 share equally each by way of inheritance according to Hindu Succession Act.

**AND WHEREAS** thereafter said Smt. Renuka Roy and two daughter namely Monika Saha, Mukta Kundu Chowdhury jointly transferred their undivided 3/5th share of the land and property equivalent to 03 katha land more or less alongwith residential construction thereon in favour of Kanchan Roy and Pradip Roy by virtue of one registered deed of gift, which was registered in the D.S.R.-I North 24 Parganas at Barasat, recorded In Book No. 1, C.D. Volume No. 1, pages from 1990 to 2004, being No.- 00121 on 06.01.2012.

Thereafter by virtue of aforesaid deed of gift as well as by way of inheritance said Kanchan Ray and Pradip Roy became the absolute owners over the aforesaid land measuring about 05 kathas more or less togetherwith all easement rights thereon without any interruption.

**AND WHEREAS** being the owners said Kanchan Roy and Pradip Roy enjoying the aforesaid land by recorded their names in the L.R. & R.O.R. under Khatian No.-3138, Dag No.-2129 and 3137, Dag No. 2129 respectively and also mutate their names in the New Barrackpore Municipality, under Ward No. 5, Holding No. 120 A.J.C. Bose Road, and other competent authority and also paying the relavent taxes to the authority concern. Accordingly the present owners have absolute right title and interest thereon without any interruption.

**AND WHEREAS** since possessed the Owner/Owners herein decided to develop the said landed property be erecting multi-storied and/or G+4 stariied building consisting of different self-content individual residential Flats, Shops, Garages and/or Spaces over and above of the said landed property duly demolished the existing structure and with a view to effectuat that all of the Owner/Owners started to take proper steps with regard to but due to lack of technical conception about the construction as well as insufficient time and/or other hazards all of the Owner/Owners approached to the developer of the second part herein with a view to effectuate said multi storied building by developing the said landed preperty at developer's own cost and expenses and considering such approach the Developer herein accepted the proposal of the Owner/ Owners with a view to develop the said landed property by erecting multi-storied building at its own costs and expenses as per sanctioned building plan to be obtained from the competent local authority of New Barrackpore Municipality subject to the condition that the scheduled landed property must be free from all sorts of encumbrances including free from each and every occupancy either tenancy or not and with such condition agreed to develop the said landed property by demolishing existing structure and now, the Owner/Owners herein agreed to develop the said property.

#### **SCHEDULE A**

**PART II****DESCRIPTION OF THE PREMISES**

ALL THAT piece and parcel of Bastu Land measuring about 8-satak equivalent to 05 kathas more or less in connection of Adhin Khatian No. 220, Malek Khatian No. 310 L.R. Khatian No. 3138 (in the name of Kanchan Roy) and L.R. Khatian No. 3137 (in the name of Pradip Roy), Sebak Dag No. 352/2129, L.R. Dag No. 2129, Re-Su no. 94, Touzi No.- 194, J.L. No. 34, under Mouza-Masunda, together with all easement rights thereon under police station New Barrackpore, A.D.S.R.O. Sexkepur, District North 24 Parganas, Kolkata-700131, within the local limits New Barrackpore Municipality, under Ward No.-5, Holding No. 120 A.J.C.Bese Road, which is butted and bounded by

On the North: Land and house of Reba Biswas

On the South: 18 feet wide A.J.C.Bose Road

On the East: Land and house of Kakali Sarkar, Kingshuk Sarkar and Ajit Sarkar

On the West: Land and house of Ratthakanta Roy and Radha Binod Roy

**SCHEDULE-B****DESCRIPTION OF THE APARTMENT AND COVERED PARKING****PART- I**

**ALL THAT** the Apartment No. \_\_\_\_\_ with on the \_\_\_\_\_ Floor of **Block-** \_\_\_\_\_, having carpet area of \_\_\_\_\_ **square feet**, excluding of balcony area of \_\_\_\_\_ square feet (having

Super Built Up area \_\_\_\_\_ **Sq. Ft.**), more or less, flooring \_\_\_\_\_, at the Project known as **“PANCHANAN APARTMENT”**, constructed on the premises stated in the Schedule-A(Part-II) hereinabove written TOGETHERWITH undivided, impartible proportionate share of land underneath the said Block TOGETHER WITH all other easement and common rights over common passages and common facilities and amenities attached to and available with all other flats in the building.

### **PART- II**

**ALL THAT** Parking space purchased with the right to park for \_\_\_\_ (\_\_\_\_) medium sized car in the \_\_\_\_\_ car parking space, admeasuring \_\_\_\_\_ (\_\_\_\_\_) **Sq. Ft** more or less Super Build Up Area, flooring \_\_\_\_\_, situate at the \_\_\_\_\_ of the building, situate in the complex namely **“PANCHANAN APARTMENT”**.

### **SCHEDULE- ‘C’**

### **PAYMENT PLAN**

### **PART- I**

**“AGREED CONSIDERATION”**

(a) Consideration for the Undivided Share and for

Construction and completion of the said Apartment

Rs...../-

No. \_\_\_\_\_ on \_\_\_\_\_ floor admeasuring \_\_\_\_\_ sq.ft.

Approx Carpet Area. (Super Built up area\_\_\_\_\_ Sq. ft.)

**AGREED CONSIDERATION**

**Rs...../-**

**[Rupees .....only]**

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

Goods & Service Tax Registration Number \_\_\_\_\_

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

**PART – II**

**Payment Terms**

10 % at the time of Agreement.

15% at the time of foundation work.

20% at the time of first floor roof casting.

10 % at the time of second floor roof casting.

10% at the time of third floor roof casting.

10% at the time of fourth floor roof casting.

10% at the time of brick work of flat.

10% at the time of flooring of flat.

5% at the time of Possession or Registration which is earlier.