

ANNEXURE 'A'
[See rule 9]
AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE (Agreement) executed on this ____ day of ____, 202__

BY AND BETWEEN

(1) Sri BARUN KUMAR GHATAK [PAN No. ADQPG4710N] son of Late Bishnu Prasad Ghatak, by Nationality: Indian, by faith: Hindu, by occupation: Others, resident of Rampur, Manahartola, PO + PS + Dist.: Bankura, Pin: 722101

(2) Smt SUBHA CHAKRABORTY [PAN No. BPNPC2533M] wife of Sri Subir Chakraborty by Nationality: Indian, by faith: Hindu, by occupation: Housewife, resident of Village & PO: Narrah, Dist: Bankura, Pin: 722176, hereinafter collectively referred to as the **OWNERS** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective successor or successors in office and assigns) of the **FIRST PART**;

AND

"PADMA CONSTRUCTION" [PAN : AYSPP4176C] a proprietorship firm having its office at N/4, YURI GAGARIN PATH, BIDHANNAGAR, Durgapur 713212, District: Paschim Bardhaman, WB, India, represented by its Proprietor **Mr. CHANDAN POBI (PAN : AYSPP4176C)**, son of Late Apurba Pobi by occupation Business, faith Hindu, Citizen of India, office at N/4, YURI GAGARIN PATH, BIDHANNAGAR, Durgapur 713212, Dist: Paschim Bardhaman, WB, hereinafter referred to as the **"PROMOTER"** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors-in-interest and/or assigns) of the **SECOND PART**;

AND

Mr./Ms. _____ (PAN: _____) (Aadhaar No. _____) son/daughter of _____, by occupation _____, by faith _____, Citizen of India, residing at _____, P.O. & P.S. _____, 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 assigns), of the **THIRD PART**.

The Owners, 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 and absolutely seized and possessed of and/or otherwise well and sufficiently entitled to ALL THAT the piece and parcel of land measuring **1244.86 SQ.M**, more or less, being **JUNBEDIA GRAM PANCHAYAT**, within the jurisdiction of Mouza: JUNBEDIA, JL No. 229, R.S. & L.R. Plot No. 748, L.R. KHATIAN NO. 2993 & 2995 of the **JUNBEDIA GRAM PANCHAYAT**, Junbedia, PO + PS + Dist: Bankura, Pin: 722155, is more fully described in the **Schedule-A** (Said Land). The details of ownership of the 'Said Land' are more fully mentioned in the **Schedule-A1**.

- B. The Owners herein for development of the 'Said Land' have entered into a **Development Agreement** with the Promoter herein and the said Development Agreement duly registered in the office of ADSR Bankura and recorded in Book No. I, Volume No. 0102-2023, Pages from 77468 to 77491, Being No. 010204687 for the year 2023 and the Owners have also granted **Power of Attorney** in favour of the Promoter herein duly registered in the office of ADSR Bankura and recorded in Book No. I, Volume No. 0102-2025, Pages from 58587 to 58605, Being No. 010203518 for the year 2025, whereby the Owners have granted the right to the Promoter for undertaking development of their 'Said Land'.
- C. The Said Land is earmarked for the purpose of building a residential housing project comprising multistoried apartment building, car parking spaces and other constructed areas, and the said project shall be known as **"PADMA HEIGHTS"** ("Project").
- D. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right and interest of the Promoter regarding the Said Land on which Project is to be constructed have been completed.
- E. The Promoters vide its Letter dated 17.09.2025 have duly intimated the Junbedia Gram Panchayat about commencement of construction of the project **"PADMA HEIGHTS"**.
- F. The Owner has obtained the sanctioned plan for the Project and also for the apartments comprising of one tower/block (B+G+10) from the JUNBEDIA GRAM PANCHAYAT, vide Sanction Letter of Building Approval Memo No. 1572/BZP/2025 Dt : 15/09/2025 along with letter received from office of the Additional Executive Officer, Bankura Zilla Parisad, Bankura. The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance of the Real Estate (Regulation and Development) Act, 2016 ("Act") and other laws as applicable.
- G. The Promoter has registered the Project under the provisions of the Act with the West Bengal Real Estate Regulatory Authority ("Authority") at Kolkata on Under Registration No.....
- H. The Allottee had applied for an apartment in the Project vide an application and has been allotted apartment hereinafter referred to as the "Apartment" more particularly described in **Schedule-A2** and the floor plan of the apartment is annexed hereto and marked as Annexure.
- 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. Additional Disclosures/Details by the Promoter to the Allottee:
There may be some unused FAR available to the project due to change panchayat by laws in future and the Promoter shall modify the existing plan and obtain revise sanction plan by consuming the said additional FAR for vertical/horizontal extension of buildings/blocks sanctioned vide the

existing sanction plan. The Allottee by signing this Agreement has consented to the above and shall not raise any objection in future in this regard.

- K. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- L. 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.
- M. 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.
- N. 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 hereby agrees to purchase the Apartment more fully mentioned in Schedule-A2.

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 more fully and particularly mentioned in the **Schedule-A2**.

1.2 The Total Price payable for the Apartment is more fully mentioned in the **Schedule-B**.

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 G.S.T. 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 to the Allottee and the project to the association of Allottees or the competent authority, as the case may be, after obtaining the completion certificate;

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, the amount payable as stated in (i) above and the Allottee 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 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 Completed Apartment finished as per specifications more fully mentioned in **Schedule-D** includes recovery of price of proportionate undivided share of land underneath the building, construction of the Common Areas, internal development charges, external development charges, and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project but it will exclude Taxes and maintenance charges.
- 1.3 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 and/or due to abnormal increase in cost of construction after launch of the project, incurred by the Promoter, because of increase in cost of construction materials / labour cost, if approved by the competent authorities, in such event the allottee shall pay the said additional cost to the Promoter. 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. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority as per the Act, the same shall not be charged from the Allottee.
 - 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 installments payable by the Allottee by discounting such early payments for the period by which the respective installment has been proponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.
 - 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 described herein at **SCHEDULE-D** (which shall be in conformity with the advertisement, prospectus etc. on the basis of which sale is effected) in respect of the apartment, without the prior written consent of the Allottee as per the provisions of the Act.

Provided that the Promoter may, at its sole discretion, against extra costs payable by the Allottee, 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.

- 1.7 The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is completed and the completion 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 allotted to Allottee, 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 per **Schedule-B** of this Agreement.
- 1.8 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 shall have exclusive Ownership of the Apartment;
 - ii. The Allottee shall also have right to use the Common Areas transferred to the association of Allottees. Since the share and/or 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, 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 upon formation and registration of the same, and after duly obtaining the completion certificate from the competent authority as provided in the Act; Further, the right of the Allottee to use the Common facilities shall always be subject to the timely payment of maintenance charges and other charges as applicable from time to time.
 - iii. That the computation of the price of the Completed Apartment finished as per specification more fully mentioned in Schedule-D, includes recovery of price of proportionate undivided share of land underneath the building, construction of the Apartment and the Common Areas, internal development charges, external development charges and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project. The price excludes maintenance charges.
- 1.9 It is made clear by the Promoter and the Allottee agrees that the Apartment along with car parking space, if allotted 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 underneath the building 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.
- 1.10 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 proportionate land cost, ground rent, municipal or other local taxes, charges for water or electricity,

including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

- 1.11 The Allottee has paid a sum equivalent to 10% of the total price (Excluding Extra Charges, Deposits and Taxes) as booking amount being part payment towards the Total Price of the Apartment which includes token amount/any advances paid 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 shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/demand draft/bankers' cheque or online payment (as applicable) in favour of Promoter "**PADMA CONSTRUCTION**" payable at **Durgapur** at its office (No Cash payments will be accepted under any circumstances).

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

- 3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made there under or any statutory amendments/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 fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India; he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.
- 3.2 The Promoter accepts no responsibility in regard to matters specified in para 3.1 above. The Allottee shall keep the Promoter fully indemnified and

harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws, The Promoter shall not be responsible towards any third party making payment/ remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

4. **ADJUSTMENT/APPROPRIATION OF PAYMENTS:**

The Allottee authorizes the Promoter to adjust / appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the Allottee against the Apartment, if any, in his/her name and the Allottee undertakes not to object/demand/direct the Promoter to adjust his/her payments in any other 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 and the common areas to the association of Allottees subject to the same being formed and registered.

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

The Allottee has seen the specifications of the [Apartment] and accepted the Payment Plan, floor plans, layout plans [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. 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 provision prescribed by the _____ [Please insert the relevant laws in force] 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 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 within **30th March 2030**, 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. The Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the 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 completion certificate from the competent authority shall offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement to be taken within two months from the date of issue of completion certificate subject to payment of all amounts due and payable under this Agreement and Registration of Deed of Sale. 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, after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter / Association of Allottees, as the case may be from the date of the issuance of the completion certificate for the project. The promoter shall hand over the photocopy of completion certificate of the project to the Allottee at the time of conveyance of the same.
- 7.3 **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 specified in Clause 7.2 and all other outgoings as mentioned in this Agreement from such date as mentioned in the Possession Notice (**Deemed Possession**). The Promoter shall not be responsible for any damage caused to the said Apartment on account of delay in taking over possession and in such an event; the Allottee will have to take possession of the same on as is what is basis.
- 7.4 **Possession by the Allottee** - After obtaining the completion certificate and handing over physical possession of the Apartment to the Allottee, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of Allottees upon its formation and Registration;
- 7.5 **Cancellation by Allottee** - The Allottee shall have the right to cancel/ withdraw his allotment in the Project as provided in the Act:

Provided that where the Allottee proposes to cancel/withdraw from the project without any fault of the Promoter, the Promoter herein is entitled to forfeit the booking amount paid for the allotment. It is clarified that all amounts collected as GST and deposited with the appropriate authorities concerned shall not be returned by the Promoter and the Allottee shall be free to approach the authorities concerned for refund of such GST.

- 7.6 **Compensation** - The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed and which defect was known to the Promoter and the Promoter had willfully not disclosed the same to the Allottee, 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 for any other reason, the Promoter shall be liable, on demand to the Allottee, in case the Allottee wishes to withdraw from the Project without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act. It is clarified that all amounts collected as GST and deposited with the appropriate authorities concerned shall not be returned by the Promoter and the Allottee shall be free to approach the authorities concerned for refund of such GST.

Provided that 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 PROMOTER:**

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

- i. The Owner has absolute, clear and marketable title with respect to the said Land; Promoter has the requisite authority and 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;
- 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 till the date of handing over of the project to the association of Allottees;

- 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 any other agreement / arrangement with any person or party with respect to the said Apartment 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 deed of sale the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee and the common areas to the association of Allottees once the same being formed and Registered;
- x. The Said Land 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 Said Land;
- 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 till the completion certificate has been issued irrespective of possession of apartment along with common areas (equipped with all the specifications, amenities and. facilities) has been handed over to the allottee and the association of Allottees or not;
- 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 Land) 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:**

- 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 there under.

9.2 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 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 and further subject to the Allottee prior to receipt of refund on the above account from the Promoter, at his own costs and expenses, execute all necessary cancellation related documents required by the Promoter;

It is clarified that all amounts collected as GST deposited with the appropriate authorities concerned shall not be returned by the Promoter and the Allottee shall be free to approach the authorities concerned for refund of such GST.

Provided that if any 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.

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

- i. In case the Allottee fails to make payments for consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate prescribed in the Rules;
- ii. In case of Default by Allottee, condition mentioned in this Agreement despite receiving a prior 30 days written notice from the Promoter in respect thereof or any Default under the condition listed above continues for a period beyond 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 after deducting the amount paid at or before the execution of this agreement and the interest liabilities of the Allottee with an option to pay the same directly to the bank account of the Allottee given at the time of application form and this Agreement shall thereupon stand terminated:

Such refund to the Allottee by the Promoter shall be made out of the amounts received by the Promoter against sale of the said Apartment to any other interested person.

- 9.4 Notwithstanding any contrary provisions, it is expressly agreed that no refund to the Allottee shall, under any circumstances whatsoever, be made of any amount paid by the Allottee on account of Taxes and/or stamp duty and registration charges incurred by the Allottee. The Allottee shall, at his own costs and expenses, execute all necessary documents required by the Promoter in this regard.
- 9.5 Nothing contained in this Agreement shall affect or prejudice the right of either party to sue the other for specific performance of the contract and/or damages for any default of the other party.

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

The Promoter, on receipt of the complete amount of Total Price of the Apartment as mentioned in 1.2 above from the Allottee, shall execute a Deed of Conveyance and transfer to the Allottee the right, title and interest and convey the title of the Said Apartment and right to use of car parking space, if any and together with the right to use the Common Areas within the Project within 3 (three) months from the date of issuance of the occupancy/completion certificate, as per the Deed of Conveyance to be drafted by the Advocate of the Promoter.

However, in case the Allottee fails to deposit the stamp duty and/or registration charges with the concerned authorities and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand later, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and payment of stamp duty and registration charges to the Promoter is made by the Allottee and on such Default the Allottee shall also be deemed to be under condition of default under clause 7.3 and 9.3 above. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/penalties imposed by the competent authority(ies)

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

The Promoter shall be responsible to provide and maintain essential services in the Project either by itself or through its nominated agent till the taking over of the maintenance of the project by the association of Allottees or adhoc committee of the Allottees, as the case may be.

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 obtaining completion certificate, 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 Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act.

It is expressly agreed and understood that in case the Allottee, without first notifying the Promoter and without giving to the Promoter the opportunity to inspect assess and determine the nature of such defect (which inspection Promoter shall be required to complete within 15 days of receipt of the notice from the Allottee), alters the state and condition of such defect, then the Promoter shall be relieved of its obligations contained in the Clause immediately preceding and the Allottee shall not be entitled to any cost or compensation in respect thereof.

Additionally, the Promoter shall not be liable in case of the following:

- a. Structural defects caused or attributable to the Allottee(s) including by carrying out structural or architectural changes from the original design attributes, demolition, dismantling, making openings, removing or re-sizing the original structural framework, putting excess or heavy loads or using the premises other than for its intended purpose.
- b. Structural defects caused by accidental breaking of fire or any kind of explosion of gas cylinder etc.
- c. Structural defects induced anyhow by failure of waterproofing system(s) of the premises or the building.
- d. Structural defects induced by Force Majeure situations, such as war, flood, act of God, explosions of any kind by terrorist etc.
- e. Structural defects occurring in the Unit or unit that has undergone civil renovations.

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

The Allottee hereby agrees to purchase the said Apartment on the specific understanding that is/her right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the Maintenance In-charge (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 In-charge 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 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 Basement and Service Areas: The basement and service areas, if any, as located within the “**PADMA HEIGHTS**”, shall be earmarked for purposes such as 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 and the basements in any manner whatsoever, other than those earmarked as parking spaces and the same shall be reserved for use by the association of allottees formed by the Allottees for rendering maintenance services.

16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the [Apartment] at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the [Apartment], or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the [Apartment] and keep the [Apartment], its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized. The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the [Apartment] or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the [Apartment]. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of allottees and/or maintenance agency appointed by association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

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

The Allottee is entering into this Agreement for the allotment of an 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 structure(s) anywhere in the Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority (ies) and disclosed, except for as provided in the Act and the Rules.

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

After the Promoter executes this Agreement, he shall not 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. During the period of construction or before that, the promoter may obtain construction Finance but without creating any liability on Allottee.

20. **APARTMENT OWNERSHIP ACT (OR THE RELEVANT STATE ACT):**

The Promoter has assured the Allottee 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 said Act.

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 subject to Allottee's making payment of requisite Stamp Duty and registration processing charges. 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 at the option of promoter may 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.

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 TRANSFEREE:**

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 and enforceable on the said subsequent Transferee of the Apartment, in case of a transfer, 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 [Schedule C] including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter 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 there under 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 there under or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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 area of the Apartment bears to the total area of all the Apartments 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 completed only upon its execution by the Promoter / Owner through their authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, after the Agreement is duly executed by the Allottee and the Promoter/ Owner or simultaneously with the execution the said Agreement shall be registered at the office of the concerned Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Bankura.

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 as mentioned in this Agreement or through e-mail.

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 be considered 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 of 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.

34. **ADDITIONAL TERMS AND CONDITIONS:**

The parties have agreed that notwithstanding anything to the contrary contained in this Agreement hereinbefore, the Agreement shall be subject to the following other terms conditions and covenants on the part of the Owners, Confirming Parties, Promoter and Allottee to be respectively paid observed and performed, as the case may be (it being clarified that in the event of any inconsistency or contradictions in the clauses abovementioned and those contained hereinafter, the provisions of the clauses contained in this clause 34 hereinafter contained shall prevail).

[The additional terms and conditions as per the contractual understanding between the Parties are recorded hereunder. However, it is expressly clarified that such additional terms and conditions are not in derogation of or inconsistent with the terms and conditions set out above or the Act.]

SCHEDULE-A

(SAID LAND)

ALL THAT the piece and parcel of land measuring about measuring about **1244.86 SQ.M**, more or less, being JUNBEDIA Gram Panchayat, within the jurisdiction of Mouza : JUNBEDIA, JL No. 229, R.S. & L.R. Plot No. 748, L.R. KHATIAN NO. 2993 & 2995 of the **JUNBEDIA GRAM PANCHAYAT** of the **JUNBEDIA GRAM PANCHAYAT**, PO + PS : Bankura, Dist : Bankura under being butted and bounded as follows:

On the North :
On the South :
On the West :
ON the East :

SCHEDULE-A1
(DETAILS OF OWNERHIP OF THE SAID LAND)

WHEREAS:

A1. The present landowner has been owning and possessing a land measuring about 30.75 Decimal under Mouza:Junbedia, J.L. No. 229, R.S. Plot No. 748, L.R. Plot No. 748, L.R. Khatian No. 2993, 2995 under the jurisdiction of Junbedia Gram Panchayat, Dist : Bankura. The property particularly mentioned and described in the schedule is acquired by Bishnu Prasad Ghatak by way of gift vide deed No. 9555 for the year 1980 of D.S.R. Bankura. After death of Bishnu Prasad Ghatak he left behind his son Barun Kumar Ghatak, his wife Bela Ghatak and his six daughters namely Smt. Sudipta Dutta (Ghatak), Smt. SoumiGhatak (Banerjee), Kumari Sucheta Ghatak, Smt Basanti Ghatak (Ghosal), Subha Chakraborty as his legal heirs and after that legal heirs of Bishnu Prasad Ghatakstarted to enjoy their respective share by virtue of amicable statement and a major portion of said land was already transferred by Sudipta Dutta (Ghatak), Smt. Jayanti Banerjee, Smt. Soumi Ghatak (Banerjee), Kumari Sucheta Ghatak, SmtBasantiGhatak (Ghosal) & Bela Ghatak and Subha Chakraborty by different kabala and now Subha Chakraborty &Barun Kumar Ghatak offered 30.75 decimal land for Development and out of 30.75 Decimal land, 10.25 Decimal land is offered by Subha Chakraborty & 20.50 Decimal land is offered by Barun Kumar Ghatak. It is pertinent to mention that abovementioned land is already converted Sole to Bastu/Commercial Bastu vide conversion Case No. CN/2022/102/5557 & CN/2022/102/5558 of S.D.L. & L.R.O. Bankura 2

SCHEDULE-A2
(APARTMENT)

ALL THATthe Residential Apartment (under construction), being No. _____, on the _____ floor, total measuring _____ sq. ft. built-up area (more or less) and corresponding carpet area of the apartment is _____sq. ft. more or less (excluding balcony open terrace, if any), with facility to park ____medium size road worthy passenger car in the allotted covered car parking space, together with right to use the common area, amenities and facilities more fully mentioned in specific **SCHEDULE-D**, of the said Residential Housing Project **“PADMA HEIGHTS”** at Junbedia, PO+PS+Dist : Bankura, Pin : 722155, within the jurisdiction of JUNBEDIA Gram Panchayat.

SCHEDULE-B
(TOTAL PRICE)

Price for the Apartment No..... Floor	Rs...../-
Price for the Parking Space No.	Rs...../-
Total Price	

(Rupees only)	Rs...../-
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**SCHEDULE-C
(PAYMENT PLAN)**

SL. NO.	CONSTRUCTION MILESTONE	PERCENTAGE OF CONSIDERATION
1.	On Application / Booking.	5%
2.	Within 30 days from date of Execution of the Sale Agreement	5%
3.	On commencement of Basement Floor	10%
4.	On commencement of Ground Floor	10%
5.	On commencement of casting of 1 st floor slab of the Respective Block	10%
6.	On commencement of casting of 2 nd floor slab of the Respective Block	10%
7.	On commencement of casting of 3 rd floor slab of the Respective Block	10%
8.	On commencement of casting of 4 th floor slab of the Respective Block	10%
9.	On commencement of casting of 5 th floor slab of the Respective Block	5%
10.	On commencement of casting of 6 th floor slab of the Respective Block	5%
11.	On commencement of casting of 7 th floor slab of the Respective Block	5%
12.	On commencement of casting of 8 th floor slab of the Respective Block	5%
13.	On commencement of casting of 9 th floor slab of the Respective Block	5%
14.	On commencement of casting of 10 th floor slab of the Respective Block	2.5%
9.	On Possession.	2.5% + + Advance Maintenance Deposit & Sinking Fund

Note:

All amount payable above to be paid together with applicable GST and other statutory charges payable from time to time.

The Promoter has clarified and the Allottee has agreed that after booking of an Apartment, the Allottee shall be liable to make payment as per the Demand to be raised by the Promoter in terms of this Agreement based on the actual construction milestone and not as per the chronology as mentioned above.

**SCHEDULE-D
(SPECIFICATIONS, AMENITIES & FACILITIES)**

WALLS	Conventional brickwork
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WALL FINISH	Interior – Wall Putty Exterior- Combination of weather coat.
FLOORING	Vitrified tiles in all bedrooms, Living-cum-Dining, Kitchen, balcony.
KITCHEN	Kitchen platform made of Granite Slab. Tiles, up to the height of three feet from the platform. One Stainless steel sink, one wash Basin, to be provided.
TOILET	Anti-skid tiles in toilet floor, Standard glazed tiles on the Wall up to the height of 7 feet. Branded sanitary C.I. Pipe and one western type commode, one Indian type commode. Concealed plumbing and pipe work.
DOORS	Flush doors with wooden Frame, and PVC door in toilet
WINDOWS	Aluminium siding with glass window
COMMONLIGHTING	Overhead illumination for compound and common path lighting inside the complex.
WIRING	Standard concealed wiring for electricity. Average 25 (Twenty-five) Points for 2 BHK & 30 (thirty) Points for 3 BHK. Telephone and television at extra costs.
ELECTRICMETER	Individual meter of each unit at own cost
AMENITIES	Adequate standby generator for Rooms, Common Areas, Services Lift provided for every floor in the building.

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

SIGNED AND DELIVERED BY THE
WITHIN NAMED OWNER:

Signature

Affix Photograph
and Sign Across

Name

Address

SIGNED AND DELIVERED BY THE WITHIN
NAMED PROMOTER:

Signature

Affix Photograph
and Sign Across

Name

Address

SIGNED AND DELIVERED BY THE WITHIN
NAMED ALLOTTEE: (including joint buyers)

(1) Signature

Affix Photograph
and Sign Across

Name

Address

(2) Signature

Affix Photograph
and Sign Across

Name

Address

Attest in the presence of:

WITNESSES:

1. Signature:

Name:

Address:

2. Signature:

Name:

Address:

Annexure
Plan