

AGREEMENT FOR SALE

This Agreement for Sale ("**Agreement**") executed on this _____ day of _____, 2025

By and Between

Trinayani Vyapaar Private Limited, a private limited company incorporated under the Companies Act, 1956 and governed by the Companies Act, 2012, having its registered and head office at 21, Hemant Basu Sarani, Centre Point, Room No. 206, 2nd Floor, Kolkata 700001, Post Office _____, Police Station _____, District Kolkata, West Bengal (PAN AACCT7140B) represented by its Directors, (1) **Rajendra Kumar Bhalotia**, son of Late Payre Lal Bhalotia, by faith Hindu, by nationality Indian, by occupation Business, aged about ___ years, residing at NSB Road By Lane, Rambagan, Doctors Colony, Pin _____, Post Office Searsole Rajabari, Police Station Raniganj, District Burdwan, West Bengal (PAN _____) (Aadhaar No. _____), (2) **Sundar Bhalotia**, son of Late Payre Lal Bhalotia, by faith Hindu, by nationality Indian, by occupation Business, aged about ___ years, residing at NSB Road By Lane, Rambagan, Doctors Colony, Pin _____, Post Office Searsole Rajabari, Police Station Raniganj, District Burdwan, West Bengal (PAN _____) (Aadhaar No. _____)

_____), (3) **Bijay Kumar Bhalotia**, son of Late Lakshmi Chand Bhalotia, by faith Hindu, by nationality Indian, by occupation Business, aged about ____ years, residing at Rambagan, Doctors Colony, Pin _____, Post Office Searsole Rajabari, Police Station Raniganj, District Burdwan, West Bengal (PAN _____) (Aadhaar No. _____), (4) **Nirmal Kumar Dey**, son of Late Bholanath Dey, by faith Hindu, by nationality Indian, by occupation Business, aged about ____ years, residing at Village Mejhia, Pin _____, Post Office Mejhia, Police Station Mejhia, District Bankura, West Bengal (PAN _____) (Aadhaar No. _____) and (5) **Chinmoy Mondal**, son of Late Badal Chandra Mondal, by faith Hindu, by nationality Indian, by occupation Business, aged about ____ years, residing at Village Baktarnagar, Pin _____, Post Office Baktarnagar, Police Station Raniganj, District Burdwan, West Bengal (PAN _____) (Aadhaar No. _____).

hereinafter referred to as the "**Owner**" (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include their successors-in-interest, executors, administrators and permitted assignees);

AND

_____, son of _____, by faith _____, by nationality Indian, by occupation _____, aged about ____ years, residing at _____, PIN _____, Post Office _____, Police Station _____, District _____, West Bengal (PAN _____) (Aadhaar No. _____)

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

The Owner and Allottee shall hereinafter collectively be referred to as the "**Parties**" and individually as a "**Party**".

WHEREAS:

- A. By virtue of (1) Deed of Sale dated 19th August, 2008, registered in the Office of the Additional District Sub-Registrar at Raniganj, recorded in Book No. I, CD Volume No. 9, pages 2343 to 2356, being deed No. 03406 for the year 2008, (2) Deed of Sale dated 24th October, 2008, registered in the Office of the Additional District Sub-Registrar at Raniganj, in Book No. I, CD Volume No. 11, pages 300 to 312, being deed No. 04029 for the year 2008, (3) Deed of Sale dated 22nd October, 2008, registered in the Office of the Additional District Sub-Registrar at Raniganj, in Book No. I, CD Volume No. 11, pages 287 to 299, being deed No. 04028 for the year 2008, (4) Deed of Sale dated 11th September, 2009, registered in the Office of the Additional District Sub-Registrar at Raniganj, in Book No. I, CD Volume No. 10, pages 1329 to 1342, being deed No. 03828 for the year 2009, (5) Deed of Sale dated 28th September, 2012, registered in the Office of the Additional District Sub-Registrar at Raniganj, in Book No. I, CD Volume No. 14, pages 4004 to 4016, being deed No. 05094 for the year 2012 and (6) Deed of Sale dated 28th September, 2012, registered in the Office of the Additional District Sub-Registrar at Raniganj, in Book No. I, CD Volume No. 14, pages 4033 to 4045, being deed No. 05096 for the year 2012, the Owner herein namely **Trinayani Vyapaar Private Limited** became the sole owner of land measuring 264 (two hundred and sixty four) decimal, more or less, equivalent to 160 (one hundred and sixty) *cottah*, more or less, comprised in R.S. *Dag* Nos. 146 and 151 corresponding to L.R. *Dag* Nos. 169, 172 and 182, recorded under R.S. *Khatian* Nos. 478, 549, 592, 596, 597 and 647 corresponding to L.R. *Khatian* Nos. 527, 269, 553, 1242, 1095, 868, 381, 1515, 1516, 1915, 1916, *Mouza* Amrasota, J.L. No. 18, Pin _____, Post Office Raniganj, Police Station Raniganj, within the limits of Asansol Municipal Corporation (AMC), Sub-registration District Raniganj, District Burdwan, West Bengal, morefully described in **Schedule A** below (**Said Premises**), **the site plan of the Said Premises being annexed hereto and marked as Annexure 1.**
- B. **The Owner being desirous to commercially exploiting the Said Premises developed the Said Premises by building a residential/commercial project, comprising of multi-storied apartment buildings and the said project shall be known as ' _____' ("Project").**
- C. The Owner is fully competent to enter into this Agreement and all the legal formalities with respect to the rights and interest of the Owner regarding the Said Premises on which Project is to be constructed have been completed;

- D. The concerned sanctioning authority has granted the commencement certificate to develop the Project vide approval dated _____ bearing no. _____ from Asansol Municipal Corporation;
- E. The Owner has obtained the final layout plan approvals for the Project from Asansol Municipal Corporation and the other concerned authorities vide Plan Sanction No. _____. The Owner agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with Section 14 of the Real Estate (Regulation and Development) Act, 2016 (**Said Act or Act**) and other laws as applicable;
- F. The Allottee had applied for an apartment in the Project vide application dated _____, _____ (**Application**), and had been allotted a residential/commercial apartment being Apartment No. _____, having super built-up area of _____ (_____) square feet, more or less, ("**Said Apartment**") together with ____ (____) covered/ open/mechanical/ MLCP parking ("**Garage**"), more particularly described in **Schedule B** below, (the floor plan of the Said Apartment being annexed hereto and marked as **Annexure 2**) on the _____ floor of Building No. _____ ("**Building**") in the Project, as permissible under the applicable law along with pro rata share in the common areas ("**Common Areas**") as defined under clause (n) of Section 2 of the Said Act;
- G. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- H. 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;
- I. 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;
- J. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Owner hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment, the Garage (if any) and the Common Areas ("**Said Apartment And Appurtenances**").

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 this Agreement, the Owner agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Said Apartment And Appurtenances, as specified in paragraph F above;

The Total Price for the Said Apartment And Appurtenances is Rs. _____/- (**Rupees** _____) ("**Total Price**"), break up of which is described hereunder:

Apartment No. _____	Rs. _____/- @ Rs. _____ per sq.ft.
covered/open/mechanical/MLCP Garage	Rs. _____/-
Total	Rs. _____/-
Extras & Taxes	(as applicable)

Explanation:

- (i) The Total Price above includes the booking amount paid by the Allottee to the Owner towards the Apartment;
- (ii) The Total Price above excludes Taxes (consisting of tax paid or payable by the Owner 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 Owner shall be increased/reduced based on such change / modification;

- (iii) The Total Price of Apartment includes: 1) pro rata share in the Common Areas; and 2) price of Garage (if any) 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 Owner undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Owner 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.

The Allottee(s) shall make the payment of Extras & Taxes, as per the payment plan set out in **Schedule C ("Payment Plan")**.

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

The Owner 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 Owner. If there is any reduction in the carpet area within the defined limit then Owner shall refund the excess money paid by Allottee within 45 (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 Owner shall demand that from the Allottee before the Conveyance is made. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1 of this Agreement.

Subject to Clause 9, the Owner agrees and acknowledges, the Allottee shall have the right to the Said Apartment And Appurtenances, 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 Owner and the Allottee agrees that the Apartment along with Garage (if any) 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 i.e. areas and facilities falling outside the Project, 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 Owner 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 Allottee, the Owner agrees to be liable, even after the transfer of the Said Apartment And Appurtenances, 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 such person.

The Allottee has paid a sum of Rs. _____/- (Rupees _____) as part payment towards the Total Price of the Apartment at the time of Application to the Owner, the receipt of which the Promoter hereby and also by the Memo of Consideration below, acknowledges;

Provided that if the Allottee delays in payment towards any amount towards Extras and Taxes, which is payable, he shall be liable to pay interest at the rate specified in the Rules (means the West Bengal Real Estate (Regulation and Development) Rules, 2021 made under the Real Estate (Regulation and Development) Act, 2016).

2. MODE OF PAYMENT

Subject to the terms of the Agreement and the Owner abiding by the construction milestones, the Allottee shall make all payments of Extras and Taxes, with taxes (as applicable) on demand by the Owner, 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 _____ Bank, _____ Branch, Account No. _____.

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 thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Owner with such permission, approvals which would enable the Owner to fulfil its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or 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 part to comply with the applicable guidelines issued by the Reserve Bank of India, he 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 Owner accepts no responsibility in this regard. The Allottee shall keep the Owner 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 Owner immediately and comply with necessary formalities if any under the applicable laws. The Owner 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 Owner 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 under any head(s) of dues against lawful outstanding, if any, in his name as the Owner may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Owner to adjust his payments in any manner.

5. TIME IS ESSENCE

Time is of essence for the Owner as well as the Allottee. The Owner shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee 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 Extras and Taxes payable

by him and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Owner 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 and layout plans, which have been approved by the competent authority, as represented by the Owner. The Owner shall develop the Project in accordance with the said layout plans, floor plans and specifications. Subject to the terms in this Agreement, the Owner 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 GGP and shall not have an option to make any/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

- (i) **Schedule for possession of the Said Apartment:** The Owner agrees and understands that timely delivery of possession of the Said Apartment And Appurtenances, is the essence of the Agreement. The Owner, based on the approved plans and specifications, assures to hand over possession of the Apartment within _____, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature, epidemic, quarantine restriction, state or nation-wide lockdown, including any future disruptions due to the coronavirus disease 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 Owner 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 Owner to implement the Project due to Force Majeure conditions, then this allotment shall stand terminated and the Owner shall refund to the Allottee the entire amount received by the Owner from the allotment within 45 (forty five) days from that date. After refund of the money paid by the Allottee, the Allottee agrees that he/she/it shall not have any rights, claims etc. against the Owner and that the Owner shall be released and discharged from all its obligations and liabilities under this Agreement.
- (ii) **Procedure for taking possession:** The Owner, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the Said Apartment And Appurtenances, to the Allottee in terms of this Agreement to be taken within 3 (three) months from the date of issue of such notice and the Owner shall give possession of the Said Apartment to the Allottee. The Owner agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Owner. The Allottee agree(s) to pay the maintenance charges as determined by the Owner/association of allottees, as the case may be. The Owner on its behalf shall offer the possession to the Allottee in writing within days of receiving the occupancy certificate of the Project.
- (iii) **Failure of Allottee to take Possession:** Upon receiving a written intimation from the Owner as per clause 7 (ii), the Allottee shall take possession of the Said Apartment from the Owner by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Owner shall give possession of the Said Apartment to the allottee, In case the Allottee fails to take possession within the time provided in clause 7 (ii), such Allottee shall continue to be liable to pay maintenance charges as applicable.
- (iv) **Possession by the Allottee:** After obtaining the occupancy certificate and handing over physical possession of the Said Apartment to the Allottees, it shall be the responsibility of the Owner to hand over the necessary documents and plans, including common areas, to the association of the Allottees or the competent authority, as the case may be, as per the local laws.
- (v) **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 Owner, the Owner herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the allottee shall be returned by the Promoter to the allottee within 45 (forty five) days of such cancellation.

- (vi) **Compensation:** The Owner shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the Project is being developed or has been developed, in the manner as provided under the Act and the claim for compensation under this section shall not be barred by limitation provided under any law for the time being in force.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

- (i) The Owner has absolute, clear and marketable title with respect to the Said Premises; the requisite rights to carry out development upon the Said Premises and absolute, actual, physical and legal possession of the Said Premises for the Project;
- (ii) The Owner 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 Premises or the Project;
- (iv) There are no litigations pending before any Court of law with respect to the Said Premises, Project or the Said Apartment;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, Said Premises and Said Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Owner has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, Said Premises, Building and Said Apartment and Common Areas;
- (vi) The Owner 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 Owner 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 Premises, including the Project and the Said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The Owner confirms that the Owner 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 Owner shall handover lawful, vacant, peaceful, physical possession of the Said Apartment to the Allottee and the Common Areas to the association of the allottees;
- (x) Said Apartment And Appurtenances 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 Apartment And Appurtenances ;
- (xi) The Owner 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 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 Owner in respect of the Said Land and/or the Project;
- (xiii) That the Said Property is not Waqf property.

9. EVENTS OF DEFAULTS AND CONSEQUENCES

Subject to the Force Majeure clause, the Owner shall be considered under a condition of default, in the following events:

- (i) Owner fails to provide ready to move in possession of the Said Apartment to the Allottee within the time period specified. For the purpose of this clause, 'Ready To Move In Possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects;
- (ii) Discontinuance of the Owner's business as a developer on account of suspension or revocation of its registration under the provisions of the Act or the rules or regulations made thereunder.

In case of default by Owner under the conditions listed above, the Allottee is entitled to the following:

- (i) Stop making further payments to Owner as demanded by the Owner. If the Allottee stops making payments, the Owner 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 Owner shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the Apartment along with interest at the rate specified in the Rules within 45 (forty five) days of receiving the termination notice:

Provided that where an Allottee does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Owner, interest at the rate specified in the Rules, for every month of delay till the handing over of the possession of the Said Apartment.

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

- (i) In case the Allottee fails to make payments of 2 (two) consecutive demands made by the Owner as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate specified in the Rules.
- (ii) In case of default by the Allottee under the condition listed above continues for a period beyond consecutive months after notice from the Owner in this regard, the Owner shall cancel the allotment of the Said Apartment And Appurtenances, in favour of the Allottee and refund the amount money paid to him by the Allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

10. CONVEYANCE OF THE SAID APARTMENT

The Owner, on receipt of complete amount of the Total Price (including Extras And Taxes) of the Said Apartment And Appurtenances under the Agreement by the Owner from the Allottee, shall execute a conveyance deed and convey the title of the Said Apartment and the Garage (if any) together with proportionate indivisible share in the Common Areas within 3 (three) months from the issuance of the occupancy certificate. However, in case the Allottee fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee authorizes the Owner to withhold registration of the conveyance deed in his/her/its favour till full and final settlement of all dues and stamp duty and registration charges to the Owner is made by the Allottee, The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/ penalties imposed by the competent authorities).

11. MAINTENANCE OF THE SAID BUILDING/APARTMENT / PROJECT

The Owner 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.

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 Owner as per the agreement for sale relating to such development is brought to the notice of the Owner within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the Owner to rectify such defects without further charge, within 30 (thirty) days, and in the event of Owner'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 Said Apartment And Appurtenances on the specific understanding that is/her right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the association of allottees (or the maintenance agency appointed by it) and performance by the Allottee of all his 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 Owner/maintenance agency/association of allottees shall have rights of unrestricted access of all Common Areas, garages/open 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 Said 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(s) and service areas, if any, as located within the Project, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire-fighting 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 Said Apartment at his own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Said 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 Said Apartment and keep the Said 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 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 Said 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 Said Apartment. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Owner and thereafter the association of allottees and/or maintenance agency appointed by association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE

The Allottee is entering into this Agreement for the allotment of a Said Apartment And Appurtenances 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 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 Said Apartment at his own cost.

18. ADDITIONAL CONSTRUCTIONS

The Owner undertakes that it has no right to make additions or to put up additional structure(s) 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 Owner executes this Agreement, it shall not mortgage or create a charge on the Said 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 the Said Apartment And Appurtenances.

20. APARTMENT OWNERSHIP ACT

The Owner 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 Owner 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 Owner does not create a binding obligation on the part of the Owner or the Allottee until, firstly, the Allottee signs and delivers this Agreement 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 Owner. If the Allottee(s) fails to execute and deliver to the Owner this Agreement within 30(thirty) days from 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 Owner, then the Owner 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, constitute 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/ plot/building, 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 Said Apartment, in case of a transfer, as the said obligations go along with the Said Apartment for all intents and purposes.

25. WAIVER NOT A LIMITATION TO ENFORCE

The Owner 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 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 Owner in the case of one Allottee shall not be construed to be a precedent and /or binding on the Owner 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 reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement

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

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

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be the proportion which the carpet area of the Said Apartment bears to the total carpet 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 complete only upon its execution by the Owner through its authorized signatory at the Owner's Office in _____ after the Agreement is duly executed by the Allottee and the Owner 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 _____.

30. NOTICES

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

_____(Allottee)
_____, PIN _____, District _____, State _____.

_____(Owner)
_____, PIN _____, District _____, State _____.

It shall be the duty of the Allottee and the Owner 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 Owner 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 Owner to the Allottee whose name appears first and at the address given by him which shall for all intents and purposes to consider as properly served on all the Allottees.

32. GOVERNING LAW

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

33. DISPUTE RESOLUTION

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the Adjudicating Officer appointed under the Act.

SCHEDULE 'A'
(Said Premises)

Land measuring 264 (two hundred and sixty four) decimal, more or less, equivalent to 160 (one hundred and sixty) *cottah*, more or less, comprised in R.S. *Dag* Nos. 146 and 151 corresponding to L.R. *Dag* Nos. 169, 172 and 182, recorded under R.S. *Khatian* Nos. 478, 549, 592, 596, 597 and 647 corresponding to L.R. *Khatian* Nos. 527, 269, 553, 1242, 1095, 868, 381, 1515, 1516, 1915, 1916, *Mouza* Amrasota, J.L. No. 18, Pin _____, Post Office Raniganj, Police Station Raniganj, within the limits of Asansol Municipal Corporation (AMC), Sub-registration District Raniganj, District Burdwan, West Bengal, the site plan of the Said Premises is delineated on the **Plan** annexed hereto and marked with the colour **Green** and marked as **Annexure 1**, and the Said Premise is butted and bounded as follows:

On the North : By _____
On the East : By _____
On the South : By _____
On the West : By _____

The Details of the Dags are given in the Chart below-

Sl No.	R.S. Dag No.	L.R. Dag No.	L.R. Khatian No.	Land Classification	Area of Land (Decimal)
1.	146	169	269, 527, 553, 1095 and 1242	<i>Bahal</i>	153
2.	151	172	1915, 1916	<i>Baid</i>	86
3.	151	182	1515	<i>Baid</i>	25
Total					264

Schedule 'B'
(Said Apartment And Appurtenances)

Residential/ Commercial Apartment being Apartment No. _____, having super built-up area of _____ (_____) square feet, more or less, on the ____ floor of Building No. _____, the floor plan of the Apartment is delineated on the **Plan** annexed hereto and marked with the colour **Red** and marked as **Annexure 2**, together with ____ (____) covered/ open/mechanical/ MLCP parking, and share in the Common Areas.

SCHEDULE 'C'
(Payment Plan)

In addition to the Total Price, the Allottee shall also pay to the Owner, as and when demanded, the amounts mentioned in the table below (collectively **Extras**), proportionately or wholly (as the case may be), with GST and other Taxes, if any, thereon, towards:

Electricity: obtaining HT/LT electricity supply from the supply agency, which shall be calculated and mutually agreed, based on the carpet area of Said Apartment, to the Owner.	
Electricity Meter for Common Areas: security deposit and all other billed charges of the supply agency for providing electricity/meter to the Common Areas, proportionately, to the Owner.	
Generator and Transformers: stand-by power supply to the Said Apartment/Flat from diesel generators, @ Rs._____-/- (Rupees _____ Only), per 1 (one) KVA, to the Owner. Transformers charges shall be borne by the Allottee/s as applicable.	
Betterment Fees: betterment or other levies that may be charged/imposed by any government authorities or statutory bodies on the Said Land or the Said Apartment	

And Appurtenances or its transfer in terms hereof, proportionately, to the Owner.	
Legal Fees, Stamp Duty and Miscellaneous Costs: fees of Anirban Sarkar (Legal Advisors), who have drawn this Agreement and shall draw all further documents. The fee is Rs._____/ - (Rupees _____ only) for residential apartments, and Rs._____/ - (Rupees _____ only) for commercial apartments. Stamp duty, registration fees and fixed miscellaneous expenses of Rs._____/ - (Rupees _____) per document towards incidental and miscellaneous costs of registration, for each registration and all other fees and charges, if any, shall be borne by the Allottee/s and paid 15 (fifteen) days prior to the date of registration. The fee and costs shall be paid to the Owner, who shall do all accounting with the Legal Advisors.	
Sinking Fund: An interest free deposit as security for defraying major repairing works at the Building, a sum of Rs._____/ - (Rupees _____ only), which shall be handed over to the association, upon formation, after meeting all expenses (if any).	
Security Deposit: Security Deposit shall be paid by the Allottee/s @ Rs._____/ - per month (For residential apartments) i.e., Rs._____/ - (Rupees _____ only), and @ Rs._____/ - per month (For commercial apartments) i.e., Rs._____/ - (Rupees _____ only)	

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

[Allottee]

Please affix
photograph and
sign across the
photograph

Trinayani Vyapaar Private Limited

[Owner]

Please affix
photograph and
sign across the
photograph

Drafted By

Advocate
High Court, Calcutta

Witnesses:

Signature_____

Name _____

Father’s Name _____

Address _____

Signature_____

Name _____

Father’s Name _____

Address _____

Dated this _____ day of _____, 2025

Between

Trinayani Vyapaar Private Limited
...Owner

And

...Allottee

Sale Agreement

Apartment No. _____, _____ Floor
____ (____) _____ Car Park
____ (Project)

R.S. *Dag* Nos. 146 and 151
Corresponding L.R. *Dag* Nos. 169, 172 and 182
Mouza Amrasota
Burdwan

Adv. Anirban Sarkar
10, Joy Sankar Lane
Uttarpara, Hooghly
Pin - 712258