

AGREEMENT FOR SALE

This Agreement for Sale is executed on this _____ day of _____,

By and Between

MR DEBASISH DEY, PAN-ACZPD8582D, S/o-LateHaranath Dey, by nationality- Indian, by Occupation:- Business, resident of Baranilpur Uttarpara, P.o.- Sripally, P.s.-Bardhaman, District-PurbaBardhaman, Pin-713103, West Bengal, India, hereinafter referred to and called for the sake of brevity as the **LAND OWNER** (Which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, administrators, legal representatives and assigns) of the **FIRST PART**

AND

JOY MAAKAMAKHYA CONSTRUCTION PRIVATE LIMITED, a Company, having its CIN No.U45309WB2022PTC252563, PAN-AAFCJ5474P, represented by one of its Director MR. DEBASISH DEY, PAN-AEHPD1594B, S/o- Late Haranath Dey, by nationality- Indian, by Occupation- Business, resident of resident of Baronilpur, P.o- Sripally, Dist- Purba Bardhaman, Pin-713103, hereinafter referred to and called for the sake of brevity as the **DEVELOPER** (Which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its executors, administrators, legal representatives and assigns) of the **SECOND PART**.

AND

Mr./Ms. _____, (PAN.....Aadhar no. _____) S/D/W/O- _____, aged about _____, residing at _____, hereinafter called the "**ALLOTTEE**" (which expression shall unless repugnant to the

context or meaning thereof be deemed to mean and include his/her/their heirs, executors, administrators, successors-in-interest and permitted assignees) of the

THIRD PART.

The LANDOWNER, DEVELOPER and ALLOTTEE shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

WHEREAS the Land, measuring an area of 7255 Sq.ft. and 3232 sq.ft, located at Dist.- Purba Bardhaman, P.s.- Burdwan Sadar, Mouza- Kanainatshal, comprised in R.S. & L.R. Plot No.211/669& 211/671 respectively, within the limits of the Burdwan Municipality, which were duly converted from "Suna" to "Bastu", vide order passed in Conversion Case No. 212/BDN-II/2016, which was communicated vide Memo No. Conv.32/(212/BDN-II/2016)/820/SDL&LRO(N)BDN/2016 dated 14.04.2016 and Conversion Case No. 156/2016, which was communicated vide Memo No. 33/(156/2016)/876/LM/16, dated 28.01.2016, more fully described in the FIRST Schedule hereunder, originally belonged to one Santosh Kumar Mondal, who during his Ownership and possession on recording his name in the R.S.R.O.R under Khatian No.183 died, leaving behind his wife named Kamala Bala Mondal, and sons and daughters including one son named Nikhil Mondal @ Nikhil Kumar Mondal and the legal heirs of Santosh Kumar Mondal including his son Nikhil Kumar Mondal has become co-sharers of the aforesaid property as per Hindu Law and Succession, in equal proportions. Subsequently, by dint of decree passed in T.S. No.50/1986/60/1982 by the Asst. Dist. Judge, 1st Court, Burdwan, aforesaid Nikhil Mondal @ Nikhil Kumar Mondal became the sole and absolute owner of the property, more fully described in the FIRST Schedule hereunder.

AND WHEREAS thereafter, said Nikhil Mondal @ Nikhil Kumar Mondal during his Ownership and possession of the aforesaid 'Bastu' class of land, comprised in R.S. & L.R. Plot No.211/669& 211/671 admeasuring an area 7255 Sq. ft., and 3232 Sq. ft. of land more or less, more fully described in the FIRST Schedule hereunder

transferred the same to one Anil Chandra Das and his wife Shankari Das by dint of a Deed of Sale bearing No.**9416**, for the year' 2009, recorded in Book No.-I., C.D. Vol. No.-29, Page No.- 233 to 245, registered at the Office of the then Additional District Sub-Registrar, Burdwan who, thereafter, duly recording their name in the L.R.R.O.R under Khatian No.2511&2512 started to possess and enjoy the same in ejmal. Subsequently, aforesaid Anil Chandra Das transferred his portion/share, i.e., undefined and undemarcated 3627.5 Sq.ft of R.S. and L.R. Plot No. 211/669 and undefined and undemarcated 1616 Sq.ft of R.S. and L.R./ Plot No. 211/671 in favour of his aforesaid wife Shankari Das by dint of two Deed of Gift Deeds being No. **7867** for the year 2013, recorded in Book No.-I., C.D. Vol. No.-29, Page No.- 3812 to 3822, and **7869** for the year 2013, recorded in Book No.-I., C.D. Vol. No.-30, Page No.- 13 to 23, both were registered at the Office of the then Additional District Sub-Registrar, Burdwan. After becoming the sole owner of the 7255 sq.ft and 3232 sq.ft of R.S. & L.R. Plot No.211/669 & 211/671 by the strength of aforesaid means said Sankari Das transferred the 7255 Sq.ft of R.S. & L.R. Plot No. 211/669 and 3232 sq.ft 211/671, more fully described in the FIRST Schedule hereunder in favour of his full-blooded brother, i.e., Mr. Debasis Dey by way of two Deed of Gift being No. **7868** for the year' **2013** recorded in Book No. I, CD. Vol. No. 29 Pages from 3823 to 3833 and **7870** for the year' **2013** recorded in Book No. I, C.D. Vol. No. 30 page 24 to 34 both were registered at the office of the Additional District Sub-Registrar, Bardhaman, which is more fully described in the First Schedule hereunder and enjoy the same.

AND WHEREAS the 'Bastu' Class of Land, measuring an area **2837** Sq.ft and **44** Sq.ft, respectively located at Dist.- Purba Bardhaman, P.S.- Burdwan Sadar, Mouza- Kanainatshal, appertaining to R.S. Khatian nos. 206, 209, comprised in R.S. & L.R. Plot No. 211/670& 214, within the limits of the Burdwan Municipality, more fully described in the FIRST Schedule hereunder originally belongs to one Hrisikesh

Adak, who during his Ownership and possession on recording his name in the R.S.R.O.R under Khatian No.206 and 209died, leaving behind his wife named Bhivarani Adak, four sons named Sachindranath Adak, Ajit Adak, Sujit Adak, Abanikanta Adak and four daughters named Uma Das, Kanaklata Hazra, Arati Das and Sandhya Das who became co-sharers of the property as per Hindu Law and Succession, more fully described in FIRST Schedule hereunder in equal proportions. Subsequently, by dint of registered Deed of Gift bearing no. 1718 for the year 2006, registered at the Office of D.S.R. - II, Burdwan, Deed of Partition being No. 8382 for the year 2010, registered at the Office of A.D.S.R. Burdwan, and Deed of Declaration bearing No. 8739 for the year 2012, registered at the office of A.D.S.R. Burdwan, the aforesaid Sachindranath Adak and Ajit Adak became owner of the aforesaid 2837 Sq.ft. of R.S. & L.R. Plot No. 211/670 and 44 Sq.ft of R.S. and L.R. Plot No. 214. Subsequently, they transferred the same in favour of Abhijit Bose and Biswajit Bose, by dint of Deed of Sale being No. 9233 for the year' 2012, recorded in the book No. I, CD Vol. No. 38, Page No. 1241 to 1254, registered at the Office of the A.D.S.R. Burdwan, who were after duly recording their name in present L.R. R.O.R. during their Ownership and possession doing conversion of the 44 Sq.ft of land comprised in R.S. and L.R. Plot No. 214 from "Suna" to "Bastu" vide order passed in Conversion Case No. 32 of 2016 which was communicated vide Memo No. 33/(32/2016)/676/LM/16 dated 08.02.2016, issued by the B.L. & L.R.O. Sadar – II, during their Ownership and possession transferred the said 2837 Sq.ft and 44 Sq.ft of land, R.S. & L.R. Plot No. 211/670 & 214 to one Rama Bose by dint of Deed bearing No. 7606 for the year 2022, registered at the Office of the A.D.S.R. Burdwan, who subsequently, during her Ownership and possession transferred the same to her full-blooded brother Mr. Debasisi Dey, i.e., the Landowner herein by dint of Deed of Gift No. **7914** for the year' 2022, registered at the Office of the then Additional District Sub-Registrar, Burdwanin Book No.-I., Vol. No.-0203-2022, Page No.- 194658 to

194680.

AND WHEREAS in the aforesaid manner by dint of aforesaid 3 Deeds of Gifts being No. 7868 for the year' 2013, 7870 for the year' 2013 and 7914 for the year' 2022 after becoming owner of the defined and demarcated total 13,368 Sq.ft, more or less, more fully described in the FIRST Schedule hereunder, the Landowner on duly recording his name in the L.R.R.O.R under Khatian No.3100,3607 & 4961, during his possession for a considerable period of time have been thinking of developing multi-storied Residential cum Commercial Complex, consisted of commercial spaces, several self-contained Flats and Parking spaces, thereon, in such manner as may yield him greater advantage and financial benefits. Accordingly, the Landowner has already obtained building plan from the Burdwan Municipality, vide Building Plan Permit No. SWS-OBPAS/1201/2024/0855 dated 22.08.2024 to set-up residential cum commercial complex in the name of "RADHAKUNJA APARTMENT ". But as the LAND OWNER herein neither has experience, adequate and appropriate skill and knowledge nor has the capacity and ability, both financially and technically to implement the aforesaid project as such he has been searching for competent DEVELOPER. Having learnt of intention of the LAND OWNER, the DEVELOPER herein, who is a highly reputed Developer, having vast experience, knowledge and skill in the field of real estate development, upon making inspection and search and having been duly satisfied as to the marketable title of the land, more fully described in the FIRST Schedule hereunder, has approached the LAND OWNER with an offer to develop the land, more fully described in the FIRST Schedule hereunder, at its own costs and expenses and in such manner which will give the LAND OWNER herein greater financial advantage and benefits.

A. Accordingly, the LAND OWNER and the DEVELOPER have entered into a Development agreement dated 24.09.2024, registered at the office of the A.D.S.R, Purba Bardhaman, recorded in Book No-I, Volume No. 0203-2024,

Page from **167458 to 167504** , bearing No.**020306961** of the year'2024.

- B.** The Said Land is earmarked for the purpose of building a Commercial cum *Residential* project, consisted of several self-contained Flats, Commercial Space, Parking spaces, together with other amenities and common facilities and the said project shall be known as “RADHAKUNJA APARTMENT”.
- C.** The DEVELOPER is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the DEVELOPER regarding the said land on which Project is to be constructed have been completed.
- D.** The Burdwan Municipality has granted the commencement certificate to develop the Project vide approval dated 22.08.2024 having building permit No. SWS-OBPAS/1201/2024/0855.
- E.** The DEVELOPER has obtained the final layout plan approvals for the Project from the Burdwan Municipality. The DEVELOPER agrees and undertakes that it shall not make any changes to the said layout plans except in strict compliance with Section14 of the RERA Act and other laws as applicable.
- F.** The DEVELOPER has registered the Project under the provisions of the RERA Act with the Real Estate Regulatory Authority at West Bengal, Kolkata on under registration no._____
- G.** The ALLOTTEE had applied for an Apartment/Commercial Space in the Project and has been allotted Apartment/Commercial Space no._____having carpet area of..... square feet, onfloor in the Building along with garage/parking No.....admeasuring.....square feet in the Ground Floor, as permissible under the applicable law and of prorata share in the common areas ("Common Areas") as defined under clause (n) of Section 2 of the Act (herein after referred to as the "Apartment/ Commercial Space" more particularly described in Schedule-B hereunder.

- H.** The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- I.** 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;
- J.** 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;
- K.** In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the DEVELOPER hereby agrees to sell and the ALLOTTEE hereby agrees to purchase the Apartment and the garage/parking as specified in Paragraph-G.

NOWTHEREFORE, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and the good and valuable consideration, the Parties agree as follows:-

1. TERMS:-

Subject to the terms and conditions as detailed in this Agreement, the DEVELOPER agrees to sell to the ALLOTTEE and the ALLOTTEE hereby agrees to purchase, the Apartment, as specified in paragraph-G;

The **Price** for the Apartment based on the Carpet area is Rs..... (Rupee only)

Building Name- RADHAKUNJA APARTMENT Apartment No. _____ Floor _____	Rate per Square Feet*
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*Provide breakup of the amounts such as cost of apartment, proportionate cost of common areas, preferential location charges, taxes etc.

AND

Garage /Parking	Price

Explanation:-

(i) The total Price above includes the booking amount paid by the ALLOTTEE to the DEVELOPER towards the Apartment.

(ii) The Total Price above includes Taxes (consisting of tax paid or payable by the DEVELOPER by way of Service Tax, CGST & SGST, if any, as per law, and/or any other similar taxes which may be levied, in connection with the construction of the Project payable by the DEVELOPER 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 DEVELOPER shall be increased/reduced based on such change/modification;

(iii) The DEVELOPER shall periodically intimate to the ALLOTTEE, the amount payable as stated in (i) above and the ALLOTTEE shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the DEVELOPER shall provide to the ALLOTTEE the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;

(iv) The Total Price of Apartment includes: 1) prorate share in the Common Areas and 2) garage(s) /parking(s) 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 DEVELOPER undertakes and agrees that while raising a demand on the ALLOTTEE for increase in development charges, cost/charges imposed by the competent authorities, the DEVELOPER 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 as per the payment plan set out in Schedule- C ("Payment Plan").

The DEVELOPER may allow, in its sole discretion, a rebate for early payments of instalments payable by the ALLOTTEE by discounting such early payments @ _____ % per annum for the period by which the respective instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/ withdrawal, once granted to an ALLOTTEE by the DEVELOPER.

It is agreed that the DEVELOPER 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 DEVELOPER may make such minor additions or alterations as may be required by the ALLOTTEE, or such minor changes or alterations as per the provisions of the Act.

The DEVELOPER 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 DEVELOPER. If there is any reduction in the carpet area within the defined limit then DEVELOPER shall refund the excess money paid by ALLOTTEE within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the ALLOTTEE. If there is any increase in the carpet area allotted to ALLOTTEE, the DEVELOPER

shall demand that from the ALLOTTEE as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause- 1 of this Agreement.

Subject to Clause-9, the DEVELOPER 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 and Garage/Parking Space.
- (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 DEVELOPER 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 fire fighting 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 DEVELOPER and the ALLOTTEE agrees that the Apartment along with garage/ parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not

form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the ALLOTTEE. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the ALLOTTEEs of the Project.

It is understood by the ALLOTTEE that all other areas and i.e. areas and facilities falling outside the Project, namely "RADHAKUNJA APARTMENT" shall not form a part of the declaration to be filed with the Competent Authority in accordance with the West Bengal Apartment ownership Act, 1972.

The DEVELOPER agrees to pay all outgoings before transferring the physical possession of the apartment to the ALLOTTEEs, which it has collected from the ALLOTTEEs, for the payment of outgoings (including land cost, ground rent, 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 DEVELOPER 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 DEVELOPER 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 there for by such authority or person.

The ALLOTTEE has paid a sum of Rs. _____ (Rupees _____ only) as booking amount being part payment towards the Total Price of the Apartment and Garage/Parking Space at the time of application, the receipt of which the DEVELOPER hereby acknowledges and the ALLOTTEE hereby agrees to pay the remaining price of the Apartment and Garage/Parking Space as prescribed in the Payment Plan as may be demanded by the DEVELOPER within

the time and in the manner specified therein. Provided that if the ALLOTTEE delays in payment towards any amount for which is payable, he shall be liable to pay interest at the rate specified in the Rules.

2. MODE OF PAYMENT

Subject to the terms of the Agreement and the DEVELOPER abiding by the construction milestones, the ALLOTTEE shall make all payments, on demand by the DEVELOPER, 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 DEVELOPER.

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 there under 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 DEVELOPER with such permission, approvals which would enable the DEVELOPER 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/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she/they 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 DEVELOPER accepts no responsibility in this regard. The ALLOTTEE shall keep the DEVELOPER 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 DEVELOPER immediately and comply with necessary formalities if any under the applicable laws. The DEVELOPER 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 DEVELOPER shall be issuing the payment receipts in favour of the ALLOTTEE only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS :-

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

5. TIME IS ESSENCE

Time is of essence for the DEVELOPER as well as the ALLOTTEE. The DEVELOPER shall abide by the time schedule for completing the project and handing over the Apartment and Garage/Parking Space 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 installment and other dues payable by him/her/them and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the DEVELOPER as provided in Schedule- C (" Payment Plan").

6. CONSTRUCTION OF THE PROJECT/APARTMENT

The ALLOTTEE has seen the specifications of the Apartment and Garage/Parking Space and accepted the Payment Plan, floor plans, layout plans which has been approved by the competent authority, as represented by the DEVELOPER. The DEVELOPER shall develop the Project in accordance with the said layout plans,

floor plans and specifications. Subject to the terms in this Agreement, the DEVELOPER 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 relevant law 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 DEVELOPER shall constitute a material breach of the Agreement.

7. POSSESSION OF APARTMENT/COMMERCIAL SPACE AND GARAGE/PARKING SPACE

Schedule for possession of the Apartment/ Commercial Space and Garage/Parking Space:-

The DEVELOPER agrees and understands that timely delivery of possession of the Apartment and Garage/Parking Space is the essence of the Agreement. The DEVELOPER, based on the approved plans and specifications, assures to handover possession of the Apartment and Garage/Parking Space on **21.02.2028** 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 realstate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the ALLOTTEE agrees that the DEVELOPER shall be entitled to the extension of time for delivery of possession of the Apartment and Garage/Parking Space, 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 DEVELOPER to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the DEVELOPER shall refund to the ALLOTTEE the entire amount received by the DEVELOPER from the allotment within 45 days from that date. After refund of the money paid by the ALLOTTEE, the ALLOTTEE agrees that he/ she/they shall not have any rights, claims etc. against the DEVELOPER and that the DEVELOPER shall be released and discharged from

all its obligations and liabilities under this Agreement.

Procedure for taking possession – The DEVELOPER, upon obtaining the occupancy certificate* from the competent authority shall offer in writing the possession of the Apartment and Garage/Parking Space, 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 DEVELOPER shall give possession of the Apartment and Garage/Parking Space to the ALLOTTEE. The DEVELOPER agrees and undertakes to indemnify the ALLOTTEE in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the DEVELOPER. The ALLOTTEE agree(s) to pay the maintenance charges as determined by the DEVELOPER/association of ALLOTTEES, as the case may be. The DEVELOPER on its behalf shall offer the possession to the ALLOTTEE in writingdays of receiving the occupancy certificate*of the Project.

Failure of ALLOTTEE to take Possession of Apartment and Garage/Parking Space:- Upon receiving a written intimation from the DEVELOPER as mentioned above, the ALLOTTEE shall take possession of the Apartment and Garage/Parking Space from the DEVELOPER by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the DEVELOPER shall give possession of the Apartment and Garage/Parking Space to the ALLOTTEE. In case the ALLOTTEE fails to take possession within the time provided as mentioned above, such ALLOTTEE shall continue to be liable to pay maintenance charges as applicable.

Possession by the ALLOTTEE – After obtaining the occupancy certificate* and handing over physical possession of the Apartment and Garage/Parking Space to the ALLOTTEES, it shall be the responsibility of the DEVELOPER to hand over the necessary documents and plans, including common areas, to the association of the ALLOTTEES or the competent authority, as the case maybe, as per the local laws.

Cancellation by ALLOTTEE–The ALLOTTEE shall have the right to cancel/withdraw his/her/their allotment in the Project as provided in the Act:

Provided that where the ALLOTTEE proposes to cancel/withdraw from the project without any fault of the DEVELOPER, the DEVELOPER herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the ALLOTTEE shall be returned by the DEVELOPER to the ALLOTTEE within 45 days of such cancellation.

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

Except for occurrence of a Force Majeure event, if the DEVELOPER fails to complete or is unable to give possession of the Apartment and Garage/Parking Space (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his/its business as a DEVELOPER on account of suspension or revocation of the registration under the Act; or for any other reason; the DEVELOPER shall be liable, on demand to the ALLOTTEEs, in case the ALLOTTEE wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him/it in respect of the Apartment and Garage/Parking Space, with interest at the rate specified in the Rules within 45 days including compensation in the manner as provided under the Act. Provided that where if the ALLOTTEE does not intend to withdraw from the Project, the DEVELOPER shall pay the ALLOTTEE interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the Apartment and Garage/Parking Space.

8. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER

The DEVELOPER here by represents and warrants to the ALLOTTEE as follows:-

- (i) The OWNER herein have absolute, clear and marketable title with respect to the said Land and the DEVELOPER herein shall have the requisite right to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The DEVELOPER 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 with respect to the said Land, Project or the Apartment and Garage/Parking Space;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Apartment and Garage/Parking Space are valid and subsisting and have been obtained by following due process of law. Further, the DEVELOPER 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 Garage/Parking Space and common areas;
- (vi) The DEVELOPER 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 DEVELOPER has not entered into any agreement for sale and/or Development agreement or any other agreement/arrangement with any person or party with respect to the said Land, including the Project and the said Apartment and Garage/Parking Space which will, in any manner, affect the rights of ALLOTTEE under this Agreement;
- (viii) The DEVELOPER confirms that the DEVELOPER is not restricted in any manner whatsoever from selling the said confirms that the DEVELOPER is not restricted in any manner whatsoever from selling the said Apartment and Garage/Parking Space to the ALLOTTEE in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the DEVELOPER shall handover lawful, vacant, peaceful, physical possession of the Apartment and Garage/Parking Space to the ALLOTTEE and the common areas to the

Association of the ALLOTTEES;

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

9. EVENTS OF DEFAULTS AND CONSEQUENCES

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

- (i) DEVELOPER fails to provide ready to move in possession of the Apartment and Garage/Parking Space 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 DEVELOPER'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.

In case of Default by DEVELOPER under the conditions listed above, the ALLOTTEE is entitled to the following:-

- (i) Stop making further payments to DEVELOPER as demanded by the DEVELOPER. If the ALLOTTEE stops making payments, the DEVELOPER shall correct the situation by completing the construction milestones and only

there after 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 DEVELOPER 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 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/she/they shall be paid, by the DEVELOPER, interest at the rate specified in the Rules, for every month of delay till the handing over of the possession of the Apartment and Garage/Parking Space.

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 DEVELOPER 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 DEVELOPER on the unpaid amount at the rate specified in the Rules.
- (ii) In case of Default by ALLOTTEE under the condition listed above continues for a period beyond consecutive months after notice from the DEVELOPER in this regard, the DEVELOPER shall cancel the allotment of the Apartment and Garage/Parking Space in favour of the ALLOTTEE and refund the amount money paid to him/her/they by the ALLOTTEE by deducting the booking amount and the interest liabilities and this Agreement shall there upon stand terminated.

10. CONVEYANCE OF THE SAID APARTMENT AND GARAGE / PARKING SPACE

The DEVELOPER, on receipt of complete amount of the Price of the Apartment

and Garage/Parking Space under the Agreement from the ALLOTTEE, shall execute a conveyance deed and convey the title of the Apartment and Garage/Parking Space 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 DEVELOPER to withhold registration of the conveyance deed in his/her/their favour till full and final settlement of all dues and stamp duty and registration charges to the DEVELOPER 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 authority (ies).

11. MAINTENANCE OF THE SAID BUILDING/APARTMENT

The DEVELOPER shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of the ALLOTTEES. The cost of such maintenance shall be decided by the DEVELOPER.

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 DEVELOPER as per the agreement for sale relating to such development is brought to the notice of the DEVELOPER within a period of 5 (five) years by the ALLOTTEE from the date of handing over possession, it shall be the duty of the DEVELOPER to rectify such defects without further charge, within 30 (thirty) days and in the event of DEVELOPER's failure to rectify such defects within such time, the aggrieved ALLOTTEES shall be entitled to receive appropriate compensation in the manner as

provided under the Act.

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

The ALLOTTEE hereby agrees to purchase the Apartment and Garage/Parking Space on the specific understanding that his/her/ their right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the association of ALLOTTEES (or the maintenance agency appointed by it) and performance by the ALLOTTEE of all his/her/their 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 DEVELOPER/ maintenance agency /the association of ALLOTTEES shall have rights of unrestricted access of all Common Areas, garages 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 and Garage/Parking Space 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 “ RADHAKUNJA APARTMENT ” , shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, Underground/Overhead 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 Apartment and Garage/Parking Space 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 and Garage/Parking Space, 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 Garage/Parking Space and keep the Apartment and Garage/Parking Space, 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/they 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 and Garage/Parking Space 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 and Garage/Parking Space. The ALLOTTEE shall plan and distribute its electrical load in conformity with the electrical systems installed by the DEVELOPER 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 and Garage/Parking Space 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 the Apartment and Garage/Parking Space, all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the Apartment and Garage/Parking Space at his/her own cost.

18. ADDITIONAL CONSTRUCTIONS

The DEVELOPER 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. DEVELOPER SHALL NOT MORTGAGE OR CREATE CHARGE

After the DEVELOPER executes this Agreement he shall not mortgage or create a charge on Apartment and Garage/Parking Space 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 and Garage/Parking Space.

20. APARTMENT OWNERSHIP ACT

The DEVELOPER 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 DEVELOPER 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 DEVELOPER does not create a binding obligation on the part of the DEVELOPER 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 DEVELOPER. If the ALLOTTEE(s) fails to execute and deliver to the DEVELOPER 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 DEVELOPER, then the DEVELOPER shall serve a notice to the ALLOTTEE for rectifying the default, which if not rectified within 30(thirty) days from the date of its receipt by the ALLOTTEE, application of the ALLOTTEE shall be treated as cancelled and all sums deposited by the ALLOTTEE in connection therewith including the booking amount shall be returned to the ALLOTTEE without any interest or compensation whatsoever.

22. ENTIRE AGREEMENT

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Apartment and Garage/Parking Space, as the case may be.

23. RIGHT TO AMEND

This Agreement may only be amended through written consent of the Parties.

24. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE SUBSEQUENT ALLOTTEES

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent ALLOTTEES of the Apartment and Garage/Parking Space, in case of a transfer, as

the said obligations go along with the Apartment and Garage/Parking Space for all intents and purposes.

25. WAIVER NOT A LIMITATION TO ENFORCE

The DEVELOPER 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 DEVELOPER in the case of one ALLOTTEE shall not be construed to be a precedent and /or binding on the DEVELOPER to exercise such discretion in the case of other ALLOTTEES. Failure on the part of the DEVELOPER 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 carpet area of the 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 DEVELOPER through its authorized signatory at the DEVELOPER's Office or at some other place, which may be mutually agreed between the DEVELOPER and the ALLOTTEE, in Burdwan Town at District Purba Bardhaman after the Agreement is duly executed by the ALLOTTEE and the DEVELOPER 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 Burdwan Town at District Purba Bardhaman.

30. NOTICES

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

Name of ALLOTTEE.....

Address.....

Name of M/s DEVELOPER.....

Address.....

It shall be the duty of the ALLOTTEE and the DEVELOPER 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 DEVELOPER 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 DEVELOPER to the ALLOTTEE whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the ALLOTTEES.

32. GOVERNING LAW

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

33. DISPUTE RESOLUTION

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

SCHEDULE-A ABOVE REFERRED TO

(SAID PROPERTY)

All that piece and parcel of defined and demarcated 'BASTU' class of Land, measuring an area of **13368 Sq. ft.**, more or less, situated at Dist.- Purba Bardhaman, P.s.- Burdwan Sadar, Mouza- Kanainatshal, J.L. No.-76, appertaining to R.S. Khatian Nos. 183, 206 & 209, L.R. Khatian No. 3100, 3607 & 4961 comprised in:-

S. & L.R. Plot No.

Area (SQ. FT.)

211/669

7255 Sq. ft.

211/671

3232 Sq. ft.

211/670
214

2837 Sq. ft.
44 Sq. ft.

within local limits of Burdwan Municipality under Ward No.12, Holding No. 86/H/1, Mahalla-Kanainatshal South, which is butted and bounded by: -

ON THE NORTH :- Building of Murari Mohan Dey & Sushil Kumar Saha.

ON THE SOUTH :- 30 ft. wide St. Xaviers Road.

ON THE EAST :- 15 ft Wide Road & Open land of Ujjal Adak.

ON THE WEST:- Land of Partha Das, Manik Das & Building of Mamata Rani Das & 16ft. wide Road.

TOGETHER WITH Multi-Storied Commercial cum Residential building named “RADHAKUNJA APARTMENT”.

SCHEDULE 'B' – FLOOR PLAN OF THE APARTMENT
(Said Apartment)

ALL THAT the Apartment No.....,onFloor, having Carpet Area of _____ Square feet be the same a little more or less, corresponding to _____ Square feet be the same a little more or less (Built up area) corresponding to _____ Square feet be the same a little more or less (Super Built-Up area) situated on the _____ Floor consisting of Two Bed rooms, One dining-cum-drawing, Two bath cum privies, One kitchen and exclusive balcony area of _____ Square feet be the same a little more or less together with one Car parking space measuring about _____ Square feet more or less at Ground Floor at the abovementioned property along with proportionate right of common facilities, utilities, benefits and other appurtenance which is to be used as common between all the co-owner of the said property.

SCHEDULE 'C' – PAYMENT PLAN BY THE ALLOTTEE

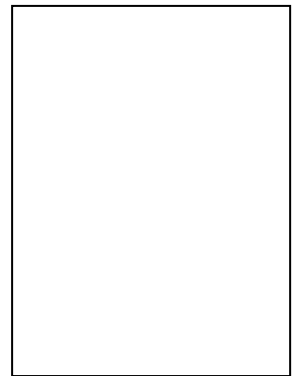
PAYMENT PLAN

The Total Price shall be paid by the ALLOTTEE in the following manner:-

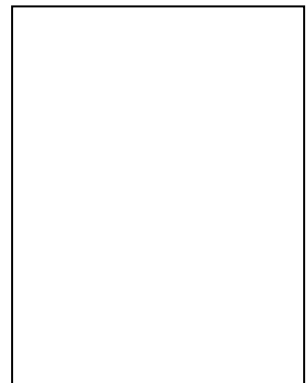
Sl. No.	Stage of Payment	Amount to be paid (in Rupees)
1.	On Booking	
2.	On execution of Agreement for Sale	
3.	On Completion of Foundation	
4.	On Completion of 1st Floor Casting	
5.	On Completion of 2nd Floor Casting	
6.	On Completion of 3 rd Floor Casting	
7.	On Completion of 4 th Floor Casting	
8.	On Completion of Roof Casting	
9.	On Completion of Flooring of Unit	
10.	On Possession of the Unit	

IN WITNESS WHERE OF parties herein above named have set their respective hands and signed this Agreement for sale at Burdwan Town in the presence of attesting witness, on the day, month, year first above written.

SIGNED AND DELIVERED BY THE ALLOTTEE :-



SIGNED AND DELIVERED BY THE DEVELOPER:-



(Authorized Signatory)

WITNESSES:

1. Signature _____

Name Address _____

2. Signature _____

Name Address _____