

AGREEMENT FOR SALE

This **Agreement for Sale** ("**Agreement**") is executed on this ____ Day of _____, 202__ at Raiganj.

BY AND BETWEEN

1. **NANDA KISHORE KALYANI**, (having **PAN AIEPK7636E** & **Aadhaar No. 6643 0415 1675**) Son of Late Kishori Chand Kalyani, Indian by Nationality, Hindu by faith, Businessman by occupation, Resident of P.O. & P.S. Raiganj, Bandar (Barindrapara), District – Uttar Dinajpur, PIN 733134, in the State of West Bengal;
2. **HIRA LAL KALYANI**, (having **PAN AIEPK7637F** & **Aadhaar No. 5711 7245 3863**) Son of Late Kishori Chand Kalyani, Indian by Nationality, Hindu by faith, Businessman by occupation, Resident of P.O. & P.S. Raiganj, Bandar (Barindrapara), District – Uttar Dinajpur, PIN 733134, in the State of West Bengal;
3. **GOBINDA KALYANI**, (having **PAN AIEPK7632A** & **Aadhaar No. 9963 3400 5803**) Son of Sri Nanda Kishore Kalyani, Indian by Nationality, Hindu by faith, Chartered Accountant by occupation, Resident of P.O. & P.S. Raiganj, Bandar (Barindrapara), District – Uttar Dinajpur, PIN 733134, in the State of West Bengal;
4. **KSHIROD KUMAR KALYANI @ KSHIROD KALYANI**, (having **PAN AEOPK8146B** & **Aadhaar No. 4719 8229 4246**) Son of Sri Nanda Kishore Kalyani, Indian by Nationality, Hindu by faith, Service by occupation, Resident of P.O. & P.S. Raiganj, Bandar (Barindrapara), District – Uttar Dinajpur, PIN 733134, in the State of West Bengal;
5. **UMA SHANKAR KALYANI**, (having **PAN AGWPK5584D** & **Aadhaar No. 8045 7172 8376**) Son of Sri Hira Lal Kalyani, Indian by Nationality, Hindu by faith, Service by occupation, Resident of P.O. & P.S. Raiganj, Bandar (Barindrapara), District – Uttar Dinajpur, PIN 733134, in the State of West Bengal;

... All are hereinafter collectively called the "**OWNERS/VENDORS**" (which expression shall mean and include unless excluded by or repugnant to the context their legal heirs, executors, successors, administrators, representatives and assigns) of the **ONE PART**.

AND

_____ (having PAN _____ and Aadhaar No. _____), Son of _____, Indian by Nationality, Hindu by faith, Business by Occupation, 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 **OTHER PART**.

AND

6. **PRM KALYANI LLP**, a Limited Liability Partnership (having PAN **ABBFP4941R** & LLPIN **ABA-3639**) incorporated under the provisions of the limited Liability Partnership act, 2008, having its registered office at Shop No.8, Jeevandeep Building, Sevoke Road, Siliguri, District Jalpaiguri, PIN 734001, in the state of West Bengal, represented by its authorized partner **Mr. Narayan Kalyani** (having PAN **AFMPK9019A** & Aadhaar No. **3750 0690 1760**) Son of Dindayal Kalyani, Indian by Nationality, Hindu by faith, Businessman by occupation, resident of Bandar Kalibari Road, P.O. & P.S. Raiganj, District Uttar Dinajpur, PIN 733134 (which expression shall unless excluded by or repugnant to the context be deemed to include its Partners, successors-in-office, representatives, administrators and assigns) and
7. **Gobinda Kalyani**, (having PAN **AIEPK7632A** & Aadhaar No. **9963 3400 5803**) Son of Sri Nanda Kishore Kalyani, Indian by Nationality, Hindu by faith, Chartered Accountant by occupation, Resident of P.O. & P.S. Raiganj, Bandar (Barindrapara), District – Uttar Dinajpur, PIN 733134, in the State of West Bengal (which expression shall unless excluded by or repugnant to the context be deemed to include his legal heirs, representatives, administrators, assigns) and
8. **Kshirod Kumar Kalyani @ Kshirod Kalyani**, (having PAN **AEOPK8146B** & Aadhaar No. **4719 8229 4246**) Son of Sri Nanda Kishore Kalyani, Indian by Nationality, Hindu by faith, Service by occupation, Resident of P.O. & P.S. Raiganj, Bandar (Barindrapara), District – Uttar Dinajpur, PIN 733134, in the State of West Bengal (which expression shall unless excluded by or repugnant to the context be deemed to include his legal heirs, representatives, administrators, assigns)

---- All are hereinafter referred to as the “**PROMOTER/CONFIRMING PARTY**” (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, including those of the

respective partners) of the **THIRD PART**.

The Owners/Vendors, Allottee and Promoter/Confirming Party shall hereinafter collectively be referred to as the "**Parties**" and individually as a "**Party**".

DEFINITIONS:

For the Purpose of this Agreement for Sale, unless the context otherwise requires:-

- a) "**Act**" means the Real Estate (Regulation and Development) Act, 2016;
- b) "**Rules**" means the West Bengal Real Estate (Regulation and Development) Rules, 2021;
- c) "**Regulations**" means the Regulations made under the Real Estate (Regulation and Development) Act, 2016;
- d) "**Section**" means a section of the Act.

- A. WHEREAS** the Owners/Vendors are the joint, absolute and recorded owner in possession of all that piece or parcel of land measuring 0.423 Acres equivalent to 42.30 Decimal more or less, situated within Mouza-Mohanbati, J.L. No. 151. Classification- Dokan, P.S.- Raiganj, Ward No. 5. of Raiganj Municipality, N.S Road (Asha Talkies More to Dehasree More), in the District of Uttar Dinajpur ("**Said Land**"), more fully described in the "**SCHEDULE A**"
- B. AND WHEREAS** the Promoter and the Owners jointly entered into a Scheme for development of the said land mentioned in the Schedule-A by virtue of the Development agreement executed by and between the Promoter mentioned hereinabove and the Owners/Vendors hereinabove by a registered Development Agreement dated 12.11.2024, registered in the office of the District Sub Registrar, Uttar Dinajpur, duly recorded in Book I, Volume No. 1801-2024, at pages from 431864 to 431900 being Deed No. 180118586 for the year 2024 for construction of LG+UG+5 Storied mixed use (Commercial & Mercantile retail) building.
- C. AND WHEREAS** the Said Land is earmarked for the purpose of construction of a LG+UG+5 Storied mixed use (Commercial & Mercantile retail) building shall be known as '**PRM KALYANI PRIDE**'; ("**Project**")
- D. AND WHEREAS** the Promoter and the Owners/Vendors are fully competent

to enter into this Agreement and all legal formalities with respect to the right, title and interest of the Owners regarding the said land on which the Project is to be constructed have been completed;

- E. AND WHEREAS** the Owners/Vendors and the Promoter herein have got the Building Plan approved from Raiganj Municipality on 02.12.2024 to develop the said Project vide Sanctioned Plan Building Permit No. SWS-OBPAS/0604/2024/0285.
- F. AND WHEREAS** the Owners/Vendors and the Promoter has/have obtained the final layout plan approvals for the project from Raiganj Municipality. The Promoter agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with Section 14 of the Act and other laws as applicable.
- G. AND WHEREAS** the Promoter has registered the Project under the provisions of the Act with the West Bengal Real Estate Regulatory Authority vide RERA No. _____; on _____ under registration.
- H. AND WHEREAS** the Allottee had applied for a shop in the project vide application no. _____ dated _____ and has been allotted shop no. _____ having Carpet Area of _____ Sq. Ft. equivalent to Built-up Area _____ Sq. Ft. equivalent to Super Built-up Area _____ Sq.Ft., on _____ Floor, along with ____ (____) Medium size four-wheeler _____ covered parking space, being Parking No. _____ situated in _____ Floor of the Project named and designed as “**PRM KALYANI PRIDE**”, as permissible under the applicable law and of pro rata share in the common areas (“**Common Areas**”) as defined under clause (n) of Section 2 of the Act, herein after referred to as the “**SHOP**” more fully and particularly described in “**Schedule B**” and the floor plan of the shop is annexed herewith.
- I. AND WHEREAS** the Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- J. AND WHEREAS** the Allottee hereby agrees to provide, execute specific power of attorney and/or any other documents as and when required by the Promoter for the formation of Association of the owners as per the prevailing laws.
- K.** 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.

- L.** 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.
- M.** In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Owners/Vendors and the Promoter hereby agree to sell and the Allottee/s hereby agrees to purchase the said Shop and the Covered Parking Space as specified in paragraph H.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL REPRESENTATIONS, COVENANTS, ASSURANCES, PROMISES AND AGREEMENTS CONTAINED HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:

1. TERMS:

- 1.1 Subject to the terms and conditions as detailed in this Agreement, the Owners/Vendors and the Promoter agree to sell to the Allottee/s and the Allottee/s hereby agrees to purchase, the said shop as specified in paragraph H;
- 1.2 The **Total Price (excluding applicable taxes)** payable by the Allottee to the Promoter is **Rs. _____/- (Rupees _____ only)** for the following heads:

Block/Building/Tower No. _____, Floor_____, Shop No.____, ____ Covered Car Parking Space for (____) medium size Four-Wheeler.	Rs._____-/-
Maintenance Fund for 24 Months @ Rs. ____/- (Rupees _____ only) per square feet per month	Rs._____-/-
Documentation Charges	Rs._____-/-
TOTAL PRICE Payable (excluding applicable taxes)	Rs._____-/-
Add GST	Rs._____-/-
TOTAL PRICE Payable (including applicable taxes)	Rs._____-/-

*** Deduct TDS as per applicable rate of the Income Tax Act,1961

Explanation:

- i. The Total Price above includes the booking amount paid by the Allottee to

the Promoter towards the said Shop.

- ii. The Total Price above includes Taxes (consisting of tax payable by the Promoter by way of GST, 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 Shop;

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

- iii. The Promoter shall periodically intimate to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective.
- iv. The Total price of the said Shop includes 1) pro rata share in the Common Areas; and 2) _____ closed/covered 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 Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/ regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments.

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

It is agreed that the Promoter shall not make any addition and alteration in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of the shop or building, as the case may be, without the previous written consent of the Allottee. Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.

The Promoter shall confirm to the final carpet areas that have 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 charges, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then the Promoter shall refund the excess money paid by Allottee within 45 (forty-five) days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand that from the Allottee as per the next milestone of the Payment Plan as provided in Schedule C. All these monetary adjustments shall be made at the same rate per square feet as agreed in Para 1.2 of this agreement.

Subject to Clause 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the Shop as mentioned below:

- i. The Allottee shall have exclusive ownership of the said Shop.
- 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 Shop includes recovery of price of land, construction of [not only the shop but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and firefighting equipment in the common areas etc., and includes cost for providing all other facilities as provided within the Project.

It is made clear by the Promoter and the Allottee agrees that the shop along with _____ closed/covered 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, i.e., areas and facilities falling outside the Project namely **PRM KALYANI PRIDE**, 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 shop 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 Promoter fails to pay all or any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the shop to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.

The Allottee has paid a sum of Rs. _____/- (Rupees _____ Only), which is inclusive of applicable taxes, by way of NEFT/RTGS/IMPS/account payee Cheque vide no. _____ dated _____ of _____ BANK in favour of the Promoter, as booking amount being part payment towards the Total Price of the said shop at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the shop as prescribed in the Payment Plan (more fully described in Schedule C given hereinbelow) as may be demanded by the Promoter within the time and in the manner specified therein.

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

2. MODE OF PAYMENT

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

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES

The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made 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 Promoter/Vendors with such permissions, approvals which would enable the Promoter/Vendors to fulfill their 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/their/its part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

The Promoter and Vendors accept no responsibility in this regard. The Allottee shall keep the Promoter and Owners/Vendors fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws.

The Promoter shall not be responsible towards any third-party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said shop applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS

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

5. TIME IS ESSENCE

Time is of essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the said shop 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/it and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in Schedule C ("Payment Plan").

6. CONSTRUCTION OF THE PROJECT/ SHOP

The Allottee has seen the specifications of the said shop and accepted the Payment Plan, floor plans, layout plans [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the State and/or Central Govt. and shall not have an option to make any variation/alteration/ modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE SHOP

7.1 Schedule for possession of the said Shop: The Promoter agrees and understands that timely delivery of possession of the said shop is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the Said shop on or before 01/12/2027 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 project ("**Force Majeure**"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the said Shop, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 days from that date. After refund of the money paid by the Allottee, Allottee agrees that he/ she/they/it shall not have any rights, claims etc. against the Vendors and Promoter and that the Vendors and Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2 Procedure for taking possession - The Promoter, upon obtaining the

occupancy certificate or completion certificate from the competent authority shall offer in writing the possession of the said shop 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 Promoter shall give possession of the said shop to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter/association of Allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee after receiving the occupancy certificate or completion certificate of the Project or Blocks as the case may be.

7.3 Failure of Allottee to take Possession of Shop: Upon receiving a written intimation from the Promoter as per clause 7.2, the Allottee shall take possession of the said Shop from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the said Shop to the Allottee. In case the Allottee fails to take possession within the time provided in clause 7.2, such Allottee shall continue to be liable to pay maintenance charges as applicable.

7.4 Possession by the Allottee - After obtaining the occupancy certificate and/or completion certificate and handing over physical possession of the said Shop to the Allottee, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of the Allottee or the competent authority, as the case may be, as per the local laws.

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

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

7.6 Compensation – The Promoter and the Vendors shall compensate the Allottee in case of any loss caused to him/her/them/it 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 Promoter fails to complete or is unable to give possession of the Shop (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his/her/their/it's business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the 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/her/them/it in respect of the shop, 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 Promoter shall pay the Allottee an interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the said Shop.

8. REPRESENTATIONS AND WARRANTIES OF THE VENDORS AND THE PROMOTER

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

- i. The Vendors have absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project.
- ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project.
- iii. There are no encumbrances upon the said Land or the Project.
- iv. There are no litigations pending before any Court of law with respect to the said Land, Project or the Shop.
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Shop are valid and subsisting and have been obtained by following due process of law. Further, the Vendors and the Promoter have/has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building, Shop and common areas.
- vi. The Vendors and the Promoter have the right to enter into this Agreement and have 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 Vendors and Promoter have/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 shop which will, in any manner, affect the rights of Allottee under this Agreement.
- viii. The Vendors and Promoter confirms that they are not restricted in any manner whatsoever from selling the said shop to the Allottee in the manner contemplated in this Agreement.
- ix. At the time of execution of the conveyance deed, the Promoter shall handover lawful, vacant, peaceful, physical possession of the said shop 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 Vendors and Promoter have/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 land) has been received by or served upon the Vendors in respect of the said Land and/or the Project.
- xiii. That the property is not Waqf property.

9. EVENTS OF DEFAULTS AND CONSEQUENCES

- 9.1 Subject to the Force Majeure clause, the Promoter shall be considered under a condition of Default, in the following events:
- i. Promoter fails to provide ready to move in possession of the Shop to the Allottee within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the shop shall be in a habitable condition which is complete in all respects.

- ii. Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his/her/their/its registration under the provisions of the Act or the rules or regulations made thereunder.

9.2 In case of Default by Promoter under the conditions listed above, Allottee is entitled to the following:

- i. Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any penal interest; or
- ii. The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the shop, along with interest at the rate specified in the Rules within forty-five days of receiving the termination notice.

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

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

- i. In case the Allottee fails to make payments for 02 (two) consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottee shall be liable to pay interest to the Promoter on the unpaid amount at the rate specified in the Rules.
- ii. In case of Default by Allottee under the condition listed above continues for a period beyond consecutive months after notice from the Promoter in this regard, the Promoter shall cancel the allotment of the shop in favour of the Allottee and refund the amount money paid to him/her/them/it by the Allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

10. CONVEYANCE OF THE SAID SHOP

The Promoter, on receipt of complete amount of the Price of the shop under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the shop together with proportionate indivisible share in

the Common Areas within 3 (three) months from the issuance of the occupancy certificate or completion certificate. However, in case the Allottee fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her/their/its favour till full and final settlement of all dues and stamp duty and registration charges to the Promoter is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 and as amended thereto including any actions taken or deficiencies/penalties imposed by the competent authority(ies).

11. MAINTENANCE OF THE SAID BUILDING/SHOP/PROJECT

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of Allottees. The cost of such maintenance has been included in the Total Price of the Shop. For the said purpose, an advance maintenance fund shall be payable by the Allottee to the Promoter.

COMMON AREAS AND FACILITIES:

- A. Maintenance of the common areas and facilities of the Project shall be handed over to the Association upon its formation and the balance advance maintenance fund (if any) shall be transferred to the Association within 30 (thirty) days from the date of such handover.
- B. The Allottees/ Shop owners are required to forthwith complete the formalities of becoming members of the Association either on the date of peaceful handover of physical possession of the shop to the Allottee or date of registration of the said shop (whichever is earlier) and also to comply with the rules and bye-laws of the Association always.
- C. **Interim Maintenance Period:** During the interim maintenance period (i.e., the period prior to formation of the Association and handing over of maintenance of common areas and facilities of the Project, the Promoter or its authorized agent acting for and, on its behalf, shall provide maintenance services in the Project and expenses for the same shall be adjusted from the advance maintenance fund taken from each Allottee at the time of purchase of the shop in the Project. Adjustment from the advance maintenance fund shall commence from the date of peaceful handover of physical possession of the shop to the Allottee or from the date of registration of the said shop (whichever is earlier).
- D. The maintenance of common areas and facilities shall primarily include but not limited to maintenance of water works, sewage treatment plant, common

electrical installations, DG sets, solar panels (if any), landscaping, driveways, parking areas, lobbies, and lifts and staircases, etc. It shall also include safety and security of the Project such as fire detection and protection and management of general security control of the Project.

E. The rules/bye laws to regulate the use and maintenance of the common areas and facilities of the Project by the Allottees, shall during the interim maintenance period be framed by the Promoter, with such restrictions as may be necessary for proper maintenance and such rules/bye-laws may be amended from time to time; PROVIDED that such amendments shall not in any manner whatsoever change/ alter/ disturb the aesthetics, design, etc. of the Project.

F. **Air Conditioning:** The shops have been designed with suitable provision for keeping outdoor units of the air-conditioner system and also the route to take refrigerant piping, which the Allottees shall have to strictly follow while installing their air-conditioner units. No puncturing of window/ wall to install the air-conditioner units shall be permitted outside the allotted space.

G. **Façade/ Outside Wall:** The Allottees shall at no time be allowed to make or attempt to make any alteration/change/addition to the shop and/or common premises within the Project, which is likely to disturb/ adversely affect the aesthetics, look/ design and/or uniformity in relation to the construction of the Project as built by the Promoter.

H. **Maintenance Fund:** Each Allottee shall make a payment of the advance maintenance fund (i.e., an amount equivalent to 24 (twenty-four) months' maintenance charges) at the time of purchasing the shop in the Project which is included in the total amount payable by each Allottee under this agreement. The Promoter reserves the right to utilize the said advance maintenance fund in order to provide essential maintenance services in the Project till the time Association is formed. At the time of handover of the maintenance services to such Association by the Promoter, the balance advance maintenance fund (if any) shall be transferred to the Association within 30 (thirty) days from the date of such handover.

I. **Default in payment of applicable charges related to common facilities:** Failure to pay applicable charges for enjoyment of some common areas and facilities in the Project by the Allottees within due dates, may result in withdrawal/ restrictions/ disconnections/discontinuation of the respective common services for such Allottees and shall also make such Allottees liable to pay interest at a rate of 2% (two percent) per month on the outstanding dues for the period of the delay, calculated from the due date till the date of actual

payment.

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 the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee 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 Shop on the specific understanding that his/her/their/ its 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/her/their/its 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 SHOP FOR REPAIRS

The Promoter/ maintenance agency /association of Allottees shall have the right to unrestricted access of all Common Areas, all parking spaces for providing necessary maintenance services and the Allottee agrees to permit the Promoter/ association of Allottees and/or maintenance agency to enter into the shop and/or Complex 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 Lower Ground Floor / Basement and Service Areas: The basement(s) and service areas, if any, as located within the Project "**PRM KALYANI PRIDE**", shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and 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 SHOP

Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Shop at his/her/their/its own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the shop, 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 shop and keep the Shop, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenable 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/it 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 Shop 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 Shop. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of Allottees and/or maintenance agency appointed by association of Allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

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

The Allottee is entering into this Agreement for the allotment of a Shop 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/it/they shall comply with and carry out, from time to time after he/she/it they have/has taken over for occupation and use the said Shop, all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the Shop at his/her/their/its own cost.

18. ADDITIONAL CONSTRUCTIONS

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project as 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 A CHARGE

After the Promoter executes this agreement, it shall not mortgage or create a

charge on the shop, which is a subject matter of this agreement, 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 shop.

20. APARTMENT OWNERSHIP ACT

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

21. BINDING EFFECT

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub- Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Register/Sub-Registrar/Registrar of Assurance for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

22. ENTIRE AGREEMENT

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Shop.

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 Shop, in case of a transfer, as the said obligations go along with the shop for all intents and purposes.

25. WAIVER NOT A LIMITATION TO ENFORCE

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

Failure on the part of the Vendor and Promoter to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

26. SEVERABILITY

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

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

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottees in project, the same shall be the proportion which the carpet area of the shop bears to the total carpet area of all the shop 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 Vendor and Promoter through its authorized signatories at the Promoter's Office or at some other place, which may be mutually agreed between the Promoter and the Allottee, in A.D.S.R. Raiganj/D.S.R. Uttar Dinajpur/Registrar of Assurance, at Kolkata after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Raiganj.

30. NOTICES

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

Allottee Name:

Son of _____

District- _____

Email:

Promoter Name:

PRM KALYANI LLP

Address: Shop No.8, Jeevandeep Building, Sevoke Road, Siliguri, District Jalpaiguri, PIN 734001, in the state of West Bengal.

Email: _____@prmgroupp.co.in

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

31. JOINT ALLOTTEES

That in case there are joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her/them/it 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.

34. ADDITIONAL TERMS & CONDICTIONS:

The additional terms and conditions as per the contractual understanding between the parties, however, ensure that such additional terms and conditions are not in derogation of or inconsistent with the terms and conditions set out above or the Act and the Rules and Regulations made there under.

SCHEDULE 'A'
(SAID LAND)

All that piece or parcel of vacant Dokan land measuring 0.4230 Acres equivalent to 42.30 decimal more or less, lying and situated within Mouza-Mohanbati, J.L. No. 151. Classification- Dokan, P.S.- Raiganj, Ward No. 5. of Raiganj Municipality, N.S. Road (Asha Talkies More to Dehasree More), within the District of Uttar Dinajpur. Holding No. 1349B/43A.

L.R. Khatian No.	L.R. Plot No.	Area of Land (Acre)
2505	782/871	0.0585
6582	782/872	0.1318
11050	782/871	0.0586
10980	782/871	0.0586
10952	782/872	0.1155
Total		0.4230

The said land is bound and butted as follows

North : MUNICIPAL ROAD- Parbati Sundari School Road

South : Land of Suman Dey and others.

East : PWD Road

West : Kulick Abasan

SCHEDULE 'B'
SAID SHOP AND APPURTENANCES

A Commercial premises having Marble/Tiles Flooring, admeasuring _____ **Sq. Ft. of Carpet Area**, _____ **Sq. Ft. of Built up Area** and _____ **Sq. Ft. of Super Built-up Area**, in _____ **Floor, Shop No. _____**, together with _____ (_____) Medium size four-wheeler _____ parking space, **being Parking No. _____** situated in Lower Ground Floor of the Complex named and designed as “**PRM KALYANI PRIDE**”, more fully shown in the Plan duly demarcated with “Red” colour therein together with undivided/unpartitionable proportionate share in the common areas as defined under clause (n) of Section 2 of the Act and on

which the shop stands in common with the other occupiers of the said Complex with right to use the common amenities and facilities of the entire project in common with other occupants of the Complex/Project as particularly described in the Schedule hereunder written.

SCHEDULE 'C'
PAYMENT PLAN

<u>PAYMENT SCHEDULE</u>			
1	Booking Amount	At the time of Booking	Rs._____/ -
2	1 st Instalment	At the time of Agreement	10% of the Total Price less Booking Amount
3	2 nd Instalment	On Completion of 1 st Floor	25% of Total Price
4	3 rd Instalment	On Completion of 3 rd Floor	25% of Total Price
5	4 th Instalment	On Completion of 5 th Floor	25% of Total Price
6	Last / Final Installment	Full and final payment at the time of registration of Conveyance	Balance amount of Total Price.
And in addition to the aforesaid consideration the Purchaser/s shall also be liable to pay GST as such rates as applicable (if any)			

SCHEDULE 'D'
SPECIFICATIONS

FIRE FIGHTING FACILITY
DRINKING WATER FACILITY
EMERGENCY EVACUATION SERVICE
USE OF RENEWABLE ENERGY

Note: Such other common parts, areas equipments, installations, fixtures and fittings and spaces in or about the said buildings as are necessary for passage to the user and occupancy of the unit in common and such other common facilities as may be prescribed from time to time.

SCHEDULE – E
COMMON EXPENSES

1. All expenses for maintenance, operating, replacing, repairing, renovating, white washing, painting and repainting of the common portions and the common areas in the building/Complex including the outer walls of the building.
2. All expenses for running and operating machinery, lift, equipment and installations comprised in the common portions including water pumps, generator including cost of repairing, renovating and replacing the same.
3. The salaries, bonus and other emoluments and benefits and all other expenses on the persons employed or to be employed for the common purposes such as manager, caretaker, supervisor, accountant, security guard, sweepers, plumbers, electrical and other maintenance staffs.
4. Cost of insurance premium for insuring the building/Complex and / or the common portions.
5. All charges and deposits for supplies of common utilities to the Developer/ Vendors in common.
6. Panchayat tax, water tax and other levies in respect of the premises and the building/Complex save those separately assessed in respect of any unit or on the Allottee/s.
7. Costs of formation and operation of the service organization including the office expenses incurred for maintaining the office thereof.
8. Electricity charges for the electrical energy consumed for the operation of the equipment and installations for the common services and lighting the common portions.
9. All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the common portions.
10. All other expenses and/or outgoing as are incurred by the service organization for the common purposes.

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

SIGNED AND DELIVERED BY THE WITHIN NAMED

ALLOTTEE: (including joint buyers)

At _____ on _____ in the presence of:

Please affix
photograph
and sign
across the
photograph

SIGNED AND DELIVERED BY THE WITHIN NAMED

VENDORS:

(Authorized Signatory)

Please affix
photograph
and sign
across the
photograph

SIGNED AND DELIVERED BY THE WITHIN NAMED

PROMOTER:

(Authorized Signatory)

Please affix
photograph
and sign
across the
photograph

WITNESSES:

- 1) Signature:** _____

Name: _____

Address: _____
- 2) Signature:** _____

Name: _____

Address: _____

MEMO OF CONSIDERATION

RECEIVED from the within named ALLOTTEE(S) by the within named PROMOTER the said sum of Rs. _____ / - (RUPEES _____ _____ only) through A/C PAYEE CHEQUE/ DEMAND DRAFT/ NEFT/ RTGS/ ONLINE PAYMENT dated _____ in favour of “_____” payable at _____, as the advance booking amount in respect of this AGREEMENT FOR SALE as per the terms and conditions laid herein.	RS. _____ / - (RUPEES _____ ONLY)
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