

# **AGREEMENT FOR SALE**

:: Om Gurubey Namah ::

**THIS AGREEMENT FOR SALE IS MADE ON THIS .....<sup>TH</sup> DAY OF.....OF  
2023 (TWO THOUSAND TWENTY THREE) AT BURDWAN**

**Between**

1. **MR. APURBANANDA KONAR**, Son of Late Sasanka Mohan Konar, by Nationality Indian, by faith Hindu, by Occupation- Business, presently residing at “Uma Bhavan”, Pirpukur, Kalna Road, P.O. Bardhaman, P.S. Bardhaman Sadar, Dist. Purba Bardhaman, Pin-713101; **PAN. CZHPK2020A**;
2. **MR. JADUPATI KONER**, Son of Late Sasanka Mohan Konar, by Nationality Indian, by faith Hindu, by Occupation- Business, presently residing at “Uma Bhavan”, Pirpukur, Kalna Road, P.O. Bardhaman, P.S. Bardhaman Sadar, Dist. Purba Bardhaman, Pin-713101; **PAN. AMUPK5715C**;
3. **MRS. KAKALI KONAR**, Wife of Late Adwaita Nanda Konar, by Nationality Indian, by faith Hindu, by Occupation- Housewife, presently residing at “Uma Bhavan”, Pirpukur, Kalna Road, P.O. Bardhaman, P.S. Bardhaman Sadar, Dist. Purba Bardhaman, Pin-713101; **PAN. DKKPK9141P**;
4. **MRS. HAIMANTI DUTTA**, Wife of Mr. Sunirban Dutta (Daughter of Late Adwaita Nanda Konar), by Nationality Indian, by faith Hindu, by Occupation- Housewife, presently residing at Balaji Housing Complex, Near St. Xavier’s School, P.O. Sripally, P.S. Bardhaman Sadar, Dist. Purba Bardhaman, Pin-713103; **PAN. BDJPD6690L**; and
5. **MR. SOURAV KONAR**, Son of Late Adwaita Nanda Konar, by Nationality Indian, by faith Hindu, by Occupation- Service, presently residing at “Uma Bhavan”, Pirpukur, Kalna Road, P.O. Bardhaman, P.S. Bardhaman Sadar, Dist. Purba Bardhaman, Pin-713101; **PAN. DKKPK9143R**; herein after called and referred as the **OWNER** cum **VENDOR** (which express on shall unless excluded his and each of his respective heirs, executors, administrators, legal representative and assigns) of the party of the **FIRST PART**. being represented by his constituent Power of Attorney Holder and Authorized Person through and by virtue of Registered Development Power of Attorney Deed being *Deed No. I- 7635 for 2019, incorporated in Book No. I, Volume No. 0203-2019, registered in the Office of the ADSR, Burdwan*; namely “**GREEN APPY**” (A Partnership Firm having been incorporated under the Partnership Act, 1932) having its Regd. Office at C/o Amitava Paul, Monirampur Beniapara, 48 Rampada Halder Road, Post Office: Barrackpore, P.S. Barrackpore, Dist. North 24-Parganas, Pin - 700120, **PAN. AALFG0513D**;

represented by its representative and authorized Partners namely **SMT. MOUMITA HALDER**, W/o Sri Soumitra Halder, by nationality Indian, by caste Hindu, by profession business, resident of Village & P.O. Nabagram, P.S. Jamalpur, Dist. Purba Barddhaman, Pin - 713166; **PAN. ADJPH8811J**; and **SRI SOUMITRA HALDER**, S/o Late

Sujoy Krishna Halder, by nationality Indian, by caste Hindu, by profession Business, resident of Village & P.O. Nabagram, P.S. Jamalpur, Dist. Purba Barddhaman, Pin - 713166; **PAN. ABHPH2544N**;

**AND**

**“GREEN APPY”** (A Partnership Firm having been incorporated under the Partnership Act, 1932) having its Regd. Office at C/o Amitava Paul, Monirampur Beniapara, 48 Rampada Halder Road, Post Office: Barrackpore, P.S. Barrackpore, Dist. North 24-Parganas, Pin - 700120, **PAN. AALFG0513D**; represented by its representative and authorized Partners namely

- 1. SMT. MOUMITA HALDER**, W/o Sri Soumitra Halder, by nationality Indian, by caste Hindu, by profession business, resident of Village & P.O. Nabagram, P.S. Jamalpur, Dist. Purba Barddhaman, Pin - 713166; **PAN. ADJPH8811J**; and
- 2. SRI SOUMITRA HALDER**, S/o Late Sujoy Krishna Halder, by nationality Indian, by caste Hindu, by profession Business, resident of Village & P.O. Nabagram, P.S. Jamalpur, Dist. Purba Barddhaman, Pin - 713166; **PAN. ABHPH2544N**; herein after called the **DEVELOPER cum CONFIRMING PARTY** (which express on shall unless excluded his/her/their respective heirs, executors, administrators, legal representative and assigns) of the party of the **SECOND PART**:

**AND**

- 1. SRI** ....., Son of ....., by faith Hindu, by Nationality Indian, resident of ....., P.O. ...., Dist. Purba Barddhaman, Pin-.....; **PAN** ..... ; and
- 2. SMT** ....., Wife of....., by faith Hindu, by Nationality Indian, resident of ....., P.O. ...., Dist. Purba Barddhaman, Pin-.....; **PAN** ..... ; hereinafter called and referred as the **PURCHASERS cum VENDEES** (which express and shall include unless excluded his/her/their and his/her/their respective heirs, executors, administrators, legal representative and assigns) of the party

of the **THIRD PART**.

**WHEREAS:** the OWNERS are the sole and absolute owners and have absolutely seized and possessed of or otherwise well and sufficiently entitled to the Lands, hereditaments and premises, existing structure free from all encumbrances, charges, liens, attachments, trusts whatsoever to howsoever more-fully described in the entire First Schedule hereinafter written (hereinafter referred to as the "**SAID PREMISES**").

**AND WHEREAS** in respect to the property situated within District: Purba Bardhaman, P.S & Sub-Registry Office - Burdwan, Burdwan Municipality, Mouza: Nari, J.L No-70, CS Khatian No. 702 comprising in CS Plot Nos. 453 and 454, RS Khatian No. 1203 comprising in R.S. Plot No. 453/4048 and R.S. Plot No. 454/4754, L.R. Khatian Nos. 2057, 2058, 43253, 43254 and 43255 comprising in L.R. Plot Nos. 966 and 967, the original owner in respect of the property was Umarani Konar who by virtue of a Registered Indenture of Lease being Deed No. I-3630 for 1953 incorporated in Book No. I, Volume No. 42, Page Nos. 121 to 127 registered in the Office of the DSR, Burdwan obtained total 17.25 Decimals of Land (comprised in C.S. Plot Nos. 453 and 454) from the erstwhile owners and possessors of the said land namely Girindranath Mitra, Rabindranath Mitra, Murarimohan Mitra, Baridbaran Mitra, Gourgopal Mitra, Nirodbaran Mitra, Ajyutananda Mitra and also from one Bhairab Chandra Nag. Subsequently her name was incorporated in the R.S. Record of Rights at R.S. Khatian No. 1203 in respect of R.S. Plot No. 453/4048 and R.S. Plot No. 454/4754 and during her tenure, subsequently she executed and registered one "Na-Dabi Patra" Deed (Indenture of No Proximate and Future Demand) being Deed No. I-214 for 1970, incorporated in Book No. I, Volume No. 10, Page Nos. 213 to 214 in favour of his husband namely Shasanka Mohan Konar as the said Shasanka Mohan Konar has purchased the said property out of his own fund but inadvertently the registration of the said deed was done in the name of the said Umarani Konar as a Benami Purchaser and for such the said Umarani Konar withdrawn her name vide the aforesaid Deed and also the entitlement as the owner and possessor with absolute right, title and interest bequeathed on and upon the said Shasanka Mohan Konar. Subsequently the said Shasanka Mohan Konar during his lifetime executed one Will in favour his 3 (Three) Sons namely Apurbananda Konar, Adwaita Nanda Konar and

Jadupati Koner on 12<sup>th</sup> November of 1984 and after the death of the said Shasanka Mohan Konar the said will was probated in favour of the beneficiaries by virtue of Will Probate Certificate on 21<sup>st</sup> December of 1987 by the Assistant District Judge, Burdwan in regard to the Will Probate Case No. 178 of 1986. Afterwards, as the probate certificate was issued, the said Apurbananda Konar, Adwaita Nanda Konar and Jadupati Koner mutated and recorded their names in the LRROR and incorporated their names in LR Khatian Nos. 2056, 2057 and 2058 and they subsequently converted their said land to "Bastu" Class of land. Afterwards the said Adwaita Nanda Konar died intestate leaving behind his widow namely Kakali Konar, his son Sourav Konar and his daughter namely Haimanti Dutta and afterwards they incorporated their names in LRROR appertaining to L.R. Khatian Nos. 43253, 43254 and 43255 comprising in L.R. Plot Nos. 966 and 967 in Nari Mouza, J.L. No. 70.

**AND WHEREAS** by way testamentary and intestate succession, the said Apurbananda Konar, Jadupati Koner, Kakali Konar, Sourav Konar and Haimanti Dutta became the owner in respect of the 16 Anna share in the aforesaid property and by virtue of the above process the Owner / First Party herein, became the absolute and undisputed owner of and fully seized and possessed of and well and sufficiently entitled to and possessing an indefeasible title to all that the pieces and parcels of revenue redeemed land containing an area of about 18 Decimals or a little more or less with complete old structure thereon and they recorded their names Holding No. 124 at Kalna Road Mahalla at Ward No. 7 under the Burdwan Municipality, Police Station: Burdwan Sadar, J. L. No. 70, Mouza: Nari, falling under the municipal ambits of the Burdwan Municipality. The said land with brick built dwelling house standing thereon on the said land as detailed in this paragraph is defined in details in FIRST SCHEDULE and by virtue of such process the present OWNERS became the absolute owner and possessor in respect of the said property and the present OWNERS have been possessing the all the aforesaid properties on payment of Govt. rents, Municipality Tax etc. for the property exclusively in her name on appropriate receipt thereof without any dispute and without the intervention of any Third Party.

**AND WHEREAS** that there is a large portion of land being 18 Decimals of Land along with structure thereon being the First Schedule mentioned property which is unmaintained and thereby the **OWNERS** have

taken decision to construct multistoried residential building inclusive of Flats/Residential Units and Car Parking Spaces by demolishing the existing structure present thereon and by constructing building/s and to develop the premises which is not being looked after by the OWNERS due to their inexperience in the field of maintenance of property and also occupational dilemma as well as health and habitation uncertainty in the City of Burdwan and thereby the OWNERS have taken decision to demolish the existing structure and to construct the multistoried residential building along with residential building inclusive of Flats/Residential Units and Car Parking Spaces and to develop the premises.

**AND WHEREAS** that the **OWNERS** neither have the capacity nor have the ability both financially and technically and also nor has any experience nor has the adequate and appropriate skill and knowledge to develop or to construct the new building/buildings along with multistoried residential building cum housing complex inclusive of Flats/Residential Units and Car Parking Spaces.

**AND WHEREAS** that the **DEVELOPER** is itself is a highly reputed Promoter of Real Estate and Developer as a Partnership Firm in the sector of Development and Promoting of Land and allied works and having more experience, knowledge and skill to develop the same. So the **OWNERS** of the First Schedule mentioned property gave offer to the **DEVELOPER** to develop the First Schedule properties as mentioned below. In response to that offer the **DEVELOPER** has accepted on the following terms and conditions as stated below to develop the property with a project for construction of multistoried residential building along with residential housing complex inclusive of Flats/Residential Units and Car Parking Spaces.

**AND WHEREAS** the **OWNER** in order to construct of Residential building comprised of Multiple Flats/Residential Units/Car Parking Spaces and to develop the premises i.e., the property which is more specifically described in the First Schedule below, initiated to execute his plan and in that regard the OWNER got their proposed plan sanction and obtained Building Permit No. SWS-OBPAS/1201/2022/1226 Dated 19/12/2022 issued by Burdwan Municipality with the permission to construct one Ground (G) Plus (+) Four (4) Storied Residential Building consisting of several Flats and Parking Spaces. Subsequently, after obtaining the said Plan the OWNERS

tried to raise the construction over the said Landed Property as specifically detailed in the Schedule herein under and they intended to initiate the process of demolition of the existing structure in order to make the said Land vacant and subsequently demolished the entire structure but the OWNERS afterwards found that the process of demolition has drained huge amount of money from their pockets and for such after completion of the entire demolition they stopped the process of development instantly and realized that the OWNERS neither have the capacity nor have the ability both financially and technically and also nor have any experience nor has the adequate and appropriate skill and knowledge to develop or to construct the new building/buildings along with Residential building cum housing complex by erecting multistoried residential building/buildings along with Residential building cum housing complex thereon inclusive of Flats/Residential Units/Car Parking Spaces.

**AND WHEREAS** the **DEVELOPER** is itself is a highly reputed Partnership Firm in the sector of Development and Promoting of Land and allied works and having more experience, knowledge and skill to develop the same. So the **OWNER** of the First Schedule mentioned property gave offer to the **DEVELOPER** to develop the First Schedule Property as mentioned below. In response to that offer the **DEVELOPER** has accepted the said Offer and decided to raise construction as per the sanctioned plan as mentioned hereinabove and subsequently in that regard the Owner and the Developer executed and registered one Development Agreement cum Power of Attorney being Deed No. I- 7635 for 2019, incorporated in Book No. I, Volume No. 0203-2019, registered in the Office of the ADSR, Burdwan and since then the Developer obtained the possession in respect of the said FIRST SCHEDULE mentioned property and initiated to raise construction in the said property as per the aforesaid Municipal Sanctioned Plan and in pursuance of the said Agreement the Developer started to raise and construct multistoried building comprised of Residential flats / units/ parking space on the basis of sanctioned building plan and by its own power would carry out the process of transfer to intending purchaser of flat /unit / car parking space comprising in the proposed building and would also realize the cost of construction of the flat / unit / car parking space and common parts from the intending purchaser directly for self and the cost of the proportionate share of interest in the land described in the

**“First Schedule”** mentioned hereunder and as would be proportionate to each such flat/unit/car parking space and common parts through its All partners as well as the Power of Attorney Holders for and on behalf of the OWNERS and upon receipt of such payment from the intending purchaser the DEVELOPER through its all partners, shall select or/and elect the intending purchaser for purchase of the undivided, proportionate, impartible and indivisible share or interest in the said land as would be proportionate to each such flat/unit/car parking space agreed to be acquired by the intending purchaser to the DEVELOPER through its all partners who would execute proper sale deed/conveyance deed in respect of the said undivided, impartible and indivisible interest in the land and it was resolved through the aforesaid meeting that all the aforesaid activity including the execution of documents and agreements or application loan from any bank or financial institution or in any Govt. Office or/and discharge of all duties regarding signing in the Deeds on behalf of the Firm etc. to done and to be executed by both of its All partners.

**G. The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at \_\_\_\_\_ no. \_\_\_\_\_; on \_\_\_\_\_ under registration no. \_\_\_\_\_**

**H. The Allottee had applied for an apartment in the Project vide application no. \_\_\_\_\_ dated \_\_\_\_\_ and has been allotted apartment no. \_\_\_\_\_ having carpet area of \_\_\_\_\_ square feet, type \_\_\_\_\_, on \_\_\_\_\_ floor in [tower/block/building] no. ("Building") along with garage/closed parking no. \_\_\_\_\_ admeasuring \_\_\_\_\_ square feet in the \_\_\_\_\_ [Please insert the location of the garage/closed parking], as permissible under the applicable law and of pro rata share in the common areas ("Common Areas") as defined under clause**

**(n) of Section 2 of the Act (hereinafter referred to as the "Apartment" more particularly described in Schedule A and the floor plan of the apartment is annexed hereto and marked as Schedule B);**

**[OR]**

**The Allottee had applied for a plot in the Project vide application no. \_\_\_\_\_ dated \_\_\_\_\_ and has been allotted plot no. \_\_\_\_\_ having area of \_\_\_\_\_ square feet and plot for garage/closed parking**



admeasuring \_\_\_\_\_ square feet (if applicable)] in the [Please insert the location of the garage/closed parking], as permissible under the applicable law and of pro rata share in the common areas ("Common Areas") as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the "Plot" more particularly described in Schedule A);

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

J.

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[Please enter any additional disclosures/details]

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 Promoter hereby agrees to sell and the Allottee hereby agrees to purchase

the [Apartment/Plot] and the garage/closed parking (if applicable) as specified in paragraph

**AND WHEREAS** the aforesaid DEVELOPER through its partners are in process of making construction of the proposed multistoried building comprising several Residential Flats/Units and Car Parking Spaces whom the DEVELOPER through its all partners would procure on its own and such intending purchaser shall pay consideration money to the DEVELOPER through its all partners for the Residential Flats/Units and Car Parking Spaces, as well as undivided proportionate and impartible share of the land out of the land described in the schedule hereunder written and after

completion of after construction work, the said multistoried Residential Building which will be known as the Nomenclature bestowed by the Developer, as per the sanctioned plan from Burdwan Municipality and whereas the Super Built Up Area of every Flat means Super Built-Up Area is the built up area plus proportionate area of common areas such as the lobby, lifts shaft, stairs, etc. The plinth area along with a share of all common areas proportionately divided amongst all unit owners makes up the Covered Area. **AND WHEREAS** the **PURCHASERS**, being the party of the THIRD PART decided to purchase one flat being the **Flat No. ....**, on the..... **Floor**, towards ..... &.....Side portion having its Carpet Area measuring ..... Sq. Ft. having Super Built Up Area of ..... **Sq. Ft.** and one Covered Car/Bike Parking Space measuring..... **Sq. Ft.** agree to purchase the said flat together with undivided proportionate share in land and common benefits at or for total consideration of **Rs. ..../- (Rupees ..... Only) + GST.**

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

**1. TERMS:**

Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the [Apartment/Plot] as specified in paragraph H; The Total Price for the [Apartment/Plot] based on the carpet area is Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only ("Total Price") (Give break up and description):

Block/Building/Tower No. \_\_\_\_\_

Apartment No. \_\_\_\_\_

Type \_\_\_\_\_

Floor \_\_\_\_\_

Rate of Apartment per square feet\*

\*Provide break up of the amounts such as cost of apartment, proportionate cost of common areas,

preferential location charges, taxes etc.

[AND] [if/as applicable]

Garage/Closed Parking - 1 Price for 1

Garage/Closed Parking - 2 Price for 2

[OR]

Plot No. \_\_\_\_\_

Type\_\_\_\_\_

Rate of Plot per square feet\*

**Explanation:**

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

[Apartment/Plot];

(ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, GST, CGST, if any as per law, and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter) up to the date of handing over the possession of the [Apartment/Plot]: Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the allottee to the promoter shall be increased/reduced based on such change / modification;

(iii) The Promoter shall periodically intimate to the Allottee, the amount payable as stated in

(i) above and the Allottee shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/ notifications together with dates from which such taxes/levies etc. have been imposed or become effective;

(iv) The Total Price of [Apartment/Plot] includes: 1) pro rata share in the Common Areas; and 2) \_\_\_\_\_ garage(s)/closed 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").

The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @ \_\_\_\_\_ % per annum for the period by which the respective installment 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 Promoter.

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

[Applicable in case of an apartment] The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate\* is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand that from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this Agreement.

**Subject to Clause 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the Apartment/Plot] as mentioned below:**

- (i) The Allottee shall have exclusive ownership of the [Apartment/Plot];
- (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share / interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the promoter shall convey undivided proportionate title in the common areas to the association of allottees as provided in the Act;
- (iii) That the computation of the price of the [Apartment/Plot] includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and firefighting equipment in the common areas etc. and includes cost for providing all other facilities as provided within the Project. It is made clear by the Promoter and the Allottee agrees that the [Apartment/Plot] along with \_\_\_\_\_ garage/closed parking shall be treated as a single indivisible unit for all purposes. It is

agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project. It is understood by the Allottee that all other areas and i.e. areas and facilities falling outside the Project, namely \_\_\_\_\_ shall not form a part of the declaration to be filed with the Competent Authority in accordance with the West Bengal Apartment Ownership Act, 1972 The Promoter agrees to pay all outgoings before transferring the physical possession of the apartment to the 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 apartment to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person. The Allottee has paid a sum of Rs \_\_\_\_\_, (Rupees \_\_\_\_\_only) as booking amount being part payment towards the Total Price of the [Apartment/Plot] at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the [Apartment/Plot] as prescribed in the Payment Plan as may be demanded by the Promoter within the time and in the manner specified therein:

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

## **2. MODE OF PAYMENT**

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

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

The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time. The Promoter accepts no responsibility in this regard. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

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

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

#### **5. TIME IS ESSENCE**

Time is of essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the [Apartment/Plot] 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 and meeting the other obligations under the Agreement subject to the

simultaneous completion of construction by the Promoter as provided in Schedule C ("Payment Plan").

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

The Allottee has seen the specifications of the [Apartment/Plot] 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 \_\_\_\_\_ [Please insert the relevant laws in force] and shall not have an option to make any variation /alteration /modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

#### **7. POSSESSION OF THE APARTMENT/PLOT**

Schedule for possession of the said [Apartment/Plot]: The Promoter agrees and understands that timely delivery of possession of the [Apartment/Plot] is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the [Apartment/Plot] on \_\_\_\_\_, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the [Apartment/Plot], provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 days from that date. After refund of the money paid by the Allottee, Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

**Procedure for taking possession** – The Promoter, upon obtaining the occupancy certificate\* from the competent authority shall offer in writing the possession of the [Apartment/Plot], 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

[Apartment/Plot] to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter/association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within \_\_\_\_\_ days of receiving the occupancy certificate\* of the Project.

**Failure of Allottee to take Possession of [Apartment/Plot]:** Upon receiving a written intimation from the Promoter as mentioned above, the Allottee shall take possession of the [Apartment/Plot] from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the [Apartment/Plot] 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/Plot] to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of the Allottees or the competent authority, as the case may be, as per the local laws.

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

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

**Compensation** – The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, 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 [Apartment/Plot] (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the 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 in respect of the [Apartment/Plot], 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 interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the [Apartment/Plot].

**8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER The Promoter hereby represents and warrants to the Allottee as follows:**

(i) The [Promoter] has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;

(ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;

(iii) There are no encumbrances upon the said Land or the Project; [in case there are any encumbrances on the land provide details of such encumbrances including any rights, title, interest and name of party in or over such land]

(iv) There are no litigations pending before any Court of law with respect to the said Land, Project or the [Apartment/Plot];

(v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and [Apartment/Plot] are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and [Apartment/Plot] and common areas;

(vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;

(vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the said Land, including the Project and the said [Apartment/Plot] which will, in any manner, affect the rights of Allottee under this Agreement;

(viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [Apartment/Plot] to the Allottee in the manner contemplated in this Agreement;

(ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the [Apartment/Plot] to the Allottee and the common areas to the Association of the Allottees;

(x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;

(xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;

(xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project;

(xiii) That the property is not Waqf property.

**9. EVENTS OF DEFAULTS AND CONSEQUENCES Subject to the Force Majeure clause, the Promoter shall be considered under a condition of Default, in the following events:**

**(i)** Promoter fails to provide ready to move in possession of the [Apartment/Plot] 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 Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder. In case of Default by Promoter under the conditions listed above, Allottee is entitled to the following:

(i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any penal interest; or

(ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee 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 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 [Apartment/Plot]. The Allottee shall be considered under a condition of Default, on the occurrence of the following events:

(i) In case the Allottee fails to make payments for \_\_\_\_\_ consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been

issued notice in that regard the allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate specified in the Rules.

(ii) In case of Default by Allottee under the condition listed above continues for a period beyond consecutive months after notice from the Promoter in this regard, the Promoter shall cancel the allotment of the [Apartment/ Plot] in favour of the Allottee and refund the amount money paid to him by the allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

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

The Promoter, on receipt of complete amount of the Price of the [Apartment/Plot] under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the [Apartment/Plot] 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 Promoter to withhold registration of the conveyance deed in his/her 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 including any actions taken or deficiencies/ penalties imposed by the competent authority(ies).

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

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of the allottees. The cost of such maintenance has been included in the Total Price of the [Apartment/Plot]. [Insert any other clauses in relation to maintenance of project, infrastructure and equipment]

#### **12. DEFECT LIABILITY**

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

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

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

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

The Promoter / maintenance agency /association of allottees shall have rights of unrestricted access of all Common Areas, garages/closed parking's 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/Plot] or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

#### **15. USAGE**

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the \_\_\_\_\_ (project name), shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of allottees formed by the Allottees for rendering maintenance services.

**16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:** Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the [Apartment/Plot] 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/Plot], 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/Plot] and keep the [Apartment/Plot], its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized. The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of

the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the [Apartment/Plot] 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/Plot]. 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 [Apartment/Plot] with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular. That the Allottee hereby undertakes that he/she shall comply with and carry out, from time to time after he/she has taken over for occupation and use the said [Apartment/Plot], all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the [Apartment/Plot]/ at his/ her own cost.

#### **18. ADDITIONAL CONSTRUCTIONS**

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan has been approved by the competent authority(ies) except for as provided in the Act.

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

After the Promoter executes this Agreement he shall not mortgage or create a charge on the [Apartment/Plot/Building] and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such [Apartment/Plot/Building].

#### **20. APARTMENT OWNERSHIP ACT**

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

#### **21. BINDING EFFECT**

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and

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

## **22. ENTIRE AGREEMENT**

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

## **23. RIGHT TO AMEND**

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

## **24. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE / SUBSEQUENT**

**ALLOTTEES :** It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Allottees of the [Apartment/Plot], in case of a transfer, as the said obligations go along with the [Apartment/Plot] 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 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 Allottee(s) in Project, the same shall be the proportion which the carpet area of the [Apartment/Plot] bears to the total carpet area of all the [Apartments/Plots] in the Project.

**28. FURTHER ASSURANCES**

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

**29. PLACE OF EXECUTION**

The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in \_\_\_\_\_ after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at \_\_\_\_\_.

**30. NOTICES**

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

\_\_\_\_\_ Name of Allottee\_\_\_\_\_ (Allottee Address)M/s  
\_\_\_\_\_ Promoter name\_\_\_\_\_ (Promoter Address)

It shall be the duty of the Allottee and the promoter to inform each other of any change in address

subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the Allottee, as the case may be.

**31. JOINT ALLOTTEES**

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

**32. GOVERNING LAW**

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

**33. DISPUTE RESOLUTION**

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

[Please insert any other terms and conditions as per the contractual understanding between the parties, however, please 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 thereunder.]

**IN WITNESS WHEREOF** parties hereinabove named have set their respective hands and signed this Agreement for sale at \_\_\_\_\_ (city/town name) 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)

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

Please affix Please affix

(2) \_\_\_\_\_

photograph photograph

At \_\_\_\_\_ on \_\_\_\_\_ in the presence of: and sign and sign

across the across the

SIGNED AND DELIVERED BY THE WITHIN NAMED same same



Promoter:

Please affix photograph

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

(Authorized Signatory) and sign

across the

WITNESSES: same

1. Signature \_\_\_\_\_ Name -

Address \_\_\_\_\_

**THE FIRST SCHEDULE cum A Schedule ABOVE**

**REFERRED TOTHE PREMISES**

**ALL THAT THE PIECE AND PARCEL OF BASTU LAND** within District: Purba Bardhaman P.S & Sub-Registry Office - Burdwan within Burdwan Municipality, Mouza: Nari, J.L No-70, CS Khatian No. 702 comprising in C.S. Plot Nos. 453 and 454, R.S. Khatian No. 1203 out of which one plot is comprising in R.S. Plot No. 453/4048, L.R. Khatian Nos. 2057, 2058, 43253, 43254 and 43255 comprising in L.R. Plot No. 966 which is measuring an area of 10 Decimals (A Little More or Less) and the other plot is comprising in R.S. Plot No. 454/4754, L.R. Khatian Nos. 2057, 2058, 43253, 43254 and 43255 comprising in L.R. Plot No. 967 which is measuring an area of 8 Decimals (A Little More or Less), both of which are By Class: Bastu, total measuring an area of 18 Decimals (A Little More or Less) i.e., 0.18 Acres (A Little More or Less) of landed property out of which Land used for Development is measuring **7239.51 Sq. Ft.** (A Little More or Less) and the said property is demarcated and specifically portrayed in the Sanctioned Plan of the Burdwan Municipality being Building Permit No. SWS-OBPAS/1201/2022/1226 Dated 19/12/2022 issued by Burdwan Municipality with the permission to construct one Ground (G) Plus (+) Four (4) Storied Residential Building to be comprised with Residential Flats and Parking Spaces and the property is being butted and bounded in the following manner:

ON THE NORTH BY: Property of Subhasish Mitra & Ors;

ON THE SOUTH BY: Kalna Road;

ON THE EAST BY: Property of Sen Family & Habul Roy & Ors;

ON THE WEST BY: Property of Tapan Nayak & Ors.:

The Land is having Holding No. 124 of Ward No. 07 of Kalna Road Mahalla within the Jurisdiction of the Burdwan Municipality.

Revenue payable to the State of West Bengal through B.L & L.R.O, Burdwan-I.

**THE SECOND SCHEDULE cum B Schedule ABOVE**

**REFERRED TO PART- I SAID FLAT**

**ALL THAT PIECE AND PARCEL OF ONE RESIDENTIAL FLAT** being Flat No. ...., on the ..... Floor, towards ..... & ..... Side portion having its Carpet Area measuring ..... Sq. Ft. measuring super built up area ..... Sq. Ft. more or less together with undivided proportionate share in land including and at the premises fully described in First schedule above together with benefit of common areas and facilities referred to in the Fourth Schedule herein.

**PART- II**

**SAID PARKING SPACE**

**ALL THAT PIECE AND PARCEL** of One Covered 4 Wheeler Parking Space (right to park) measuring an area of **120 Sq. Ft.** in the Ground Floor of the said Building.

**THE THIRD SCHEDULE ABOVE REFERRED TO**

**PART-I**

**Specified dates for making payments :-**

Consideration for the Undivided share and for construction and completion of the aforesaid Unit/Flat against the Carpet Area along with one open parking space (if any), amounting total **AGREED CONSIDERATION Rs...../- (Rupees ..... Only)** Plus GST, excluding additional charges and other payable charges as stated above by the purchaser.

**PART-II**

**PAYMENT SCHEDULE**

**\*\* 1<sup>ST</sup> PAYMENT :-** At the Time of Booking of the Flat the Purchaser have paid ... .. in advance through Cheque Payment through **Cheques being Cheque No. ....** dated ..... of the ..... to the DEVELOPER

through its all partners as advance money.

**\*\* 2<sup>ND</sup> PAYMENT :-** At the Time of Agreement of the Unit(s) the Purchaser paid .....% of the Total Amount advance through Cheque Payment or any kind of bank transfer mode to the DEVELOPER through its all partners as advance money inclusive of the Booking Money.

**\*\* 3<sup>RD</sup> PAYMENT: -** .....% of the Total Amount Plus GST after the execution of the Agreement adjusting the Booking amount adjusting the deposited amount.

**\*\* 4<sup>TH</sup> PAYMENT: -**.....% of the Total Amount Plus GST of the total amount after casting of roof slab of the unit.

**\*\* 5<sup>TH</sup> PAYMENT: -**.....% of the Total Amount Plus GST of the total amount after completion of Brick work of the unit.

**\*\* 6<sup>TH</sup> PAYMENT: -**.....% of the Total Amount Plus GST of the total amount after completion of inside Plastering work of the unit.

**\*\* 7<sup>TH</sup> PAYMENT: -**.....% of the Total Amount Plus GST of the total amount after completion of Tiles work of the Unit.

**\*\* 8<sup>TH</sup> PAYMENT: -**.....% of the Total Amount Plus GST of the total amount after completion of Wooden Fittings and Door and Window Frame work and also Grill Work of the Unit.

**\*\* Full & Final Payment: -** At the time of registration or Possession of the said unit, whichever is earlier.

**THE FOURTH SCHEDULE ABOVE REFERRED TO**

**(Common Area)**

1. Common Usage of the Name and Style of the Apartment Building as "UMA BHAVAN".
2. Entrance and Exits to the Premises and the Building.
3. Stair Head Room and Lobbies on all the floor of the New Building.
4. Entrance and Exits to the Premises.
5. Stair Cases,
6. Stair Case Landings,
7. Stair Head Room and Lobbies on all the floors of the New Building.
8. Passage for Entrance,
9. Pump
10. Electric Meter & Electric Meter Space,
11. DG Set and Generator Space (if any), Septic Tanks,
12. Boundary Walls with Entrance Gate,
13. Overhead Water Tank,
14. Transformer
15. Lift/s,

16. Electrical wiring and other fittings (excluding only those as are installed within the exclusive any Unit and/or exclusively for its use).
17. Lighting of the Common Portions.
18. Electrical installations relating to receiving of electricity from suppliers and meters for recording the supply.
19. Drainage and Sewage lines and other installation for the same (except only those as are installed within the exclusive area of any Unit and/or exclusively for its use).
20. Such other parts, areas, equipments, installations, fittings, fixtures and spaces in or about the premises and the new building as are necessary for passage to and/or user of the Units in common by the Co-Owner

**THE FIFTH SCHEDULE ABOVE REFERRED TO**

**(Common expenses)**

1. The expenses of maintaining repairing - decorating and renewing the main structure and in particular the draining system, sewerage system, rain water discharge arrangement, water, electricity supply system to all common areas, mentioned Schedule herein before.
2. The expenses of repairing, maintaining, while washing and colour washing the main structure, outer walls and common areas of the building.
3. The costs of cleaning and lighting the entrance of the building, the passages and spaces around the building lobby, staircase other common areas.
4. Salaries of all persons and other expenses for maintaining the said building.
5. Municipality taxes, water taxes, insurance premium and taxes and other taxes and outing whatsoever as may be applicable and /or payable on account of the said premises.
6. Such other expenses as May. Be necessary for or incidental to maintenance and up keeping the premises and common areas and amenities.

**(SPECIFICATION)**

**BUILDING STRUCTURE:-** Reinforced Cement Concrete (1:2:4)

Framework,

**MAIN WALLS & PARTITION WALLS:-** 200 MM/250 MM Thick Cement

Brick Work for Main Walls and 125 MM Thick and 75 MM Thick Cement brickwork (1:4) for Flat Separating Wall and Partition Walls inside the respectively,

**FLOOR:-**

Vitrified Floor Tiles (Glossy/Polished or Matt Finish as per the wish and demand of the Owners and also Flat Purchasers for All room, Verandah/Balcony, Hall, Kitchen and Anti-Skid Tiles in Bathroom/Toilet.

**SKIRTING AND DADO:-**

Cut Piece Marble, the height not to be exceeded 150 MM High and the Dado Not Exceeding 200 MM High (For Toilet Glazed Tiles will be used up to a height of 6 Ft. form Skirting).

**PLASTERING:-**

Plastering to external walls will be of 20 MM. thick in 1:5 Cement, Sand and Mortar. Plastering to internal walls will be 15 MM thick in 1:6 Cement, Sand and Mortar and Ceiling will be 10 MM thick in 1:4 Cement, Sand and Mortar.

**WOODWORK AND JOINERY:-**

100 MM X 50 MM. Malaysian Sal Wood or equivalent section for Door frame, 32 mm. Thick solid core Flush door, Thickness of the shutter will be 32 mm. Main Door shutter for the OWNERS will be made of quality Flush door.

**M. S. GRILL WORKS:-**

All windows will be aluminium framed with necessary hardware fittings. The grill -works for the windows will be completely separately fixed. The balcony balustrades (if any) will be M.S. Flat. The Glasses of the windows will be Ground Glass or Frosted Glass. Main Entrance of the Flat shall have Collapsible Gate.

**PAINTING:-**

All the internal wall surfaces and the ceiling will be finished with Plaster of parish or Putty.

The external wall surfaces will be finished with snow-cem or equivalent cement based paint of weather guard in nature. All the wooden surfaces and the steel surfaces will be finished with enamel paint after necessary priming coat

**FINISHING WORKS FOR GROUND FLOOR:-** The Parking areas will be finished with neat cement finish.

**HARDWARE FITTINGS AND FIXTURES:-** All the hardware Fittings will be of aluminum. The internal doors will have all the necessary locking arrangements like tower bolts, hatch bolts, door knobs or rings etc. complete. One eye-whole will be fixed in the main entrance door to each flat. Door stoppers will be fixed in every door.

**ELECTRICAL WORKS:-** All the electrical lines will be concealed with copper wires. with PVC conduit. Each flat will have the following electrical points.

**Each Bed Room** Two light points, One Plug point, One Fan Point, One AC Point (in Master Bedroom).

**Living Room cum Dinning Space** Three Light Points Two Fan Point, One Plug Point, one Freeze point.

**Kitchen** One Light Point, Three Power Plug Point, One Exhaust fan point.

**Exhaust Fan** Points will be provided in each toilet (as per the additional cost and as per the wish of the Purchasers), Geyser Line (except Geyser) including electrical point for the same will also be provided in one toilet.

**WATER SUPPLY & DRAINAGE:-** One overhead water reservoir will be provided the required capacity of pump will be installed for storage of water in the overhead water reservoir.

The drainage line will be connected to the

existing sewer line through the Master trap. Each flat have separate water supply line from the overhead water reservoir through P.V.C. Pipes and fittings with proper necessary valves. For external drainage P.V.C. pipes will be used.

**TOILET FITTINGS & FIXTURES:-** Each toilet will be provided with one shower, one Anglo Indian/European commode. Necessary taps will be provided in the toilets and the floor will be of Vitrified Tiles (Matt Finish). One Basin with tap will be installed at Dining Hall.

**KITCHEN SPACE:-** Each Kitchen space will be provided with one cooking platform finished with one still sink with required water connections.

**ADDITIONAL WORK:-** Any extra additional work done by the Developer, at the request of the OWNERS and PURCHASERS of Flats shall be charged extra at market rate and the OWNERS and PURCHASERS of Flats shall have to pay cost of those extra additional works executed by the Developer additionally.

***IN WITNESSES WHEREOF***, the OWNER cum VENDOR, the DEVELOPER and the PURCHASERS cum VENDEES and WITNESSES after knowing the purpose and meaning of this deed, made over and read over to them by the witnesses in another tongue and after satisfaction put their signatures in good health and open mind on .....<sup>th</sup> ....., **202.....**

**Memo of Consideration**

The **SECOND PART** hereby doth admit and confirm about RECEIPT and RECEIVING of and from the within named **INTENDING PURCHASER/TRANSFERREE** who paid the sum of **Rs...../- (Rupees ..... Only)** in advance through Cheque Payment through **Cheques** dated ..... of the ..... **Bank** out of agreed and settled consideration amount of the Flat & Parking Space being **Rs..... /- (Rupees..... Only) + GST (Separately to be paid).**

**WITNESSES:-**

1.

2.

.....  
**SEAL & SIGNATURES OF THE OWNERS/  
SELLERS/VENDORS**

.....  
**SEAL & SIGNATURES OF THE DEVELOPER cum  
CONFIRMING PARTY**

.....  
**SIGNATURES OF THE INTENDING  
PURCHASERS cum INTENDING VENDEES**

*Drafted by me & typed in my Office*