

**AGREEMENT FOR SALE**

This Agreement For Sale ("Agreement") executed on this \_\_\_\_\_(date) day of \_\_\_\_\_, (Month) 2024 year.

RUDRAM INFRACON PVT. LTD.

*S. Shakti Chaya*  
Director

**By and Between**

**1. PROMOTER:**

**RUDRAM INFRACON PVT.LTD. (CIN no.U70109WB2019PTC231709)**, a company incorporated under the provisions of the Companies Act, (1956 or 2013, as the case may be), having its Registered Office at 5/9 Bharati Road, B Zone, Post Office B Zone P.S. Durgapur Pin 713205 and its Corporate Office at 5/9 Bharati Road, B Zone, Post Office B Zone P.S. Durgapur Pin 713205 (PAN AAJCR5760Q), represented by its Authorized Signatory Shri. Deepak Bhattacharjee (Aadhaar No.5418 4346 7104) authorized vide board resolution dated 14.12.2023, hereinafter referred to as the "PROMOTER" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-Interest, and permitted assignees);

**AND**

**2. ALLOTTEE**

2.1 Mr/Mrs. .... (having PAN.....and Aadhaar No.....), son/daughter of ..... aged about .....years, residing ..... hereinafter called the "ALLOTTEE" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her/their respective heirs, executors, administrators, successors-in-interest and permitted assigns).

**AND**

**3. OWNER:**

3.1 Sri. Amitava Dhar Son of Late Hrishikesh Dhar, (PAN – AIDPD7680G, Aadhaar No 3744 9367 8562)) by occupation – Business, by Religion – Hindu, resident of Maynadanga, Chinsurah Station Road, P.O. Chinsurah, P.S. Chinsurah, Dist. Hooghly, Pin – 712102 , hereinafter called the " Owner" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her/their respective heirs, executors, administrators, successors-in-interest and permitted assigns).

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

**WHEREAS:**

- A. The Owner is the absolute and lawful owner of, pieces or parcels of land admeasuring 0.0872 acres more or less being a divided and demarcated portion of LR Dag No. 3578(P) recorded in L.R Khatian No.5301 in Mouza Simla , J. L. No. 16, Police Station – Chinsurah , within the jurisdiction of Kodalia No 1 Gram Panchayet in the District of Hooghly, (hereinafter referred to as the Land). The description of the sale deed/s whereby the Owner purchased the Project Land and other facts of devolution of title in respect of the Project Land are mentioned in Part-V of **Schedule A** hereto.
- B. The Owner and the Promoter have entered into a development agreement dated 16th June, 2023 and registered with D.S.R I Hooghly in Book No. I, Volume No. 0601- 2023, Pages from 103939 to 103969, Being No. 060105610 for the year 2023. The Promoter has taken possession of land to develop a portion measuring 0.0872 acres or 353.12 square meters (hereinafter referred to as the "**Project Land**") morefully and particularly described in **PART-I** of **Schedule A** hereto.

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- C. The Project Land is earmarked for the purpose of building a residential Project comprising of 1 (one) multi-storeyed G+IV building. (hereinafter referred to as the "**Building**") and containing residential apartments and also areas, installations and facilities for common use as mentioned in **PART-IV** of **SCHEDULE A** hereto (hereinafter collectively referred to as "**the Common Areas**"). The said Project shall be known as '**Sankalpa Apartment**' (hereinafter referred to as "**the Project**").
- D. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Owner and the Promoter regarding the Project Land on which Project is to be constructed have been completed.
- E. The intimation for the commencement of construction of works relating to the Project has been submitted by the owner with the Kotalia 1No, Gram Panchayet, Chinsurah Dist. Hooghly.
- F. The Owner has obtained the said sanctioned plans for the Project from the Hooghly Zilla Parishad vide Memo No.781/HZP—BP/2022-2023, dated 1<sup>ST</sup> February 2023 (hereinafter referred to as "**the sanctioned building plan**" which expression shall include all sanctions, modifications, Integrations, revalidations and revisions when made thereto). The Promoter agrees and undertakes that it shall not make any changes to the layout plans except in strict compliance with section 14 of the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "**The said Act**") and/or other laws as applicable;
- G. The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at Kolkata on under Registration No.
- H. The Allottee applied for an apartment in the Project vide application No. .... dated .....and has been allotted one apartment being Unit No. .... having carpet are of ..... square feet more or less, on a portion on the ..... floor in the said Building (more particularly described in **PART-II** of **SCHEDULE A** and hereinafter referred to as "**the Unit**") along with Parking Facility for..... motor car to be used by the Allottee as permissible under the applicable laws (more particularly described in **PART-III** of **SCHEDULE A** hereinafter referred to as "**Parking Facility**) Together With pro rata share in the Common Areas and any other areas defined under clause (n) of Section 2 of the Act if and to the extent applicable in the Project. The said Building is hereinafter referred to as "**the said Building**". (The Unit, the Parking Facility (if any) and the pro rata share of the Common Areas are hereinafter collectively referred to as the "**Designated Apartment**" and the floor plan of the Unit is annexed hereto and marked as mentioned in **Schedule B**).
- I. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- J. **Additional disclosures made/details provided by the Promoter to the Allottee:**

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- a. The Promoter has, under the said Development Agreement, exclusive rights to sell or otherwise Transfer the entire units and other transferable spaces and rights in the Project and to receive the price and other amounts in respect thereof.
- b. In addition to the Project Land, the Promoter has, amongst other rights, the rights of development, transfer and administration in respect of piece or parcel of land measuring about 0.0872 acres more or less located at said L.R Dag Nos.3578(P) in the said Mouza Simla, District - Hooghly, shown and delineated by "Blue" colour in a Map One annexed hereto (hereinafter referred to as "Proposed Land"). The Promoter, as per its current planning, intends to carry out development of the Project Land .
- c. The Promoter has in adherence of the requirements of the said Act informed and disclosed to the Allottee (i) that the Project Land or any part thereof, as the Promoter may from time to time decide, may in future be connected by common entry/exit gates with network of common driveways and pathways between them; and (ii) that there is a distinct likelihood of certain main system and certain connectivity pertaining to electrical, telecom, data, digital, water, drainage, sewerage and other utilities being common in the Project Land, and (iii) that the Promoter shall have exclusive right and authority to add, alter or modify the sanctioned building plans and other approvals in any way or manner desired by the Promoter insofar as the same relates to modifications in the development of Land is concerned; and (iv) that the sanctioned building plan and/or other approvals may be required to be modified, altered, renewed, revalidated, clubbed, segregated, combined etc., as required without however affecting the location or area of the said Unit and without reducing the Common Areas.
- d. The parking spaces in the Project are intended to be allotted to allottees of Units who are willing to pay the proportionate parking area cost including maintenance cost thereof. For a regulated and disciplined use of the parking spaces, the Promoter has reserved the right to allot Parking Facility to the interested allottees applying for the same in an organized manner whereby each applicant allottee shall be allotted, Parking Facility of the type allotted to him in an identified dependent or independent space.
- e. The Promoter shall be entitled to utilize any additional FAR or constructed area as may be permissible in respect of the Project Land by construction of additional floors or stories on the building to be constructed at the Project Land at any time before or after completion of construction at the Project Land and such right is being hereby excluded and reserved unto the Promoter. The Allottee accepts any consequential variation in the shares in land attributable to the Unit and agrees not to claim any amount or reduction of Price on account thereof.
- f. The Promoter shall be entitled to make such additions and/or alterations and/or modifications in the sanctioned plans as may be required by the pollution control/environment authorities for the purpose of receiving the grant of consent/approval from such authorities.
- g. In this agreement, words importing masculine gender shall according to the context mean and construe any other gender and vice versa and words importing singular number shall according to the context mean and construe the plural number and vice versa.

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- h. The other disclosures, details and additional terms are mentioned at several places in the Agreement and in the Schedules hereto and are agreed between the Parties hereto.
- i. The Allottee has upon being informed of all the above disclosures considered and verified all aspects thereof and has provided its written consent, confirmation and approval as required under the provisions of the said Act and also otherwise to the same as is also being testified by the Allottee putting signature to this agreement. The Allottee accepts and acknowledges all the disclosures, details and additional terms mentioned above and at other places in the Agreement and in Schedules hereto and connected thereto and agrees not to raise any objection or dispute with regard thereto. The Allottee accepts that none of the disclosures, details or terms affect the execution of the Project which is a building complex with its own Common Areas and in any event, the Allottee upon understanding the same and the intent and purport thereof doth hereby provide to the Promoter its express consent as required under the Act in respect of all acts, deeds and things done or that may be done by the Promoter in connection with the disclosures, details and additional/connected terms.
- j. 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.
- k. 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.
- l. 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 Designated Apartment as specified in clause H.

II. NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL REPRESENTATIONS, COVENANTS, ASSURANCES, PROMISES AND AGREEMENTS CONTAINED HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES AGREE as follows: -

1. TERMS:

- 1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase the Designated Apartment as specified in clause H
- 1.2 The Total Price for the Designated Apartment based on the carpet area of the Unit is Rs. (Rupees Only) excluding Goods and Service Tax. The break-up and description of the Total Price is as follows:

SL NO.	Block/Building/Tower No.	Rate of Apartment per square feet To be derived from amounts as per carpet area.

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*R. Shetty*  
Director

a)	Unit No..... Type Standard Floor .....	Rs .....
b)	Proportionate cost of Common Areas other than parking areas	
c)	Proportionate cost of parking areas for Parking Facility	
d)	Unit Price (sum of (a) to (c) above) without Taxes	Rs .....
e)	Other Costs:	
	f1) As per clause 11.3.1 without Taxes	Rs .....
	f2) Other Extras	(As per clause 11.3.2)
f)	Deposits (As per clause 11.2)	Rs .....
g)	Taxes (The Goods and Service Tax and any other Rs. applicable tax on the Total Price shall be payable by Rs the Allottee as per prevalent rates currently being 1% or 5% on Unit Price and 18% on Other Costs)	Rs ..... on Unit Price; Rs ..... on Extras as per clause (b1) above
h)	Total of Unit Price and Other Costs and Deposits as Rs. mentioned in Sl. No. (e), (1) and (g) but not including the amounts under Sl. No. 12 and (h) above	Rs .....
i)	Total Price as per clause (1) and Taxes as per clause (i)	Rs .....

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Explanation:

- i. The Total Price above includes the Booking Amount paid by the Allottee to the Promoter in respect of the Designated Apartment and the Promoter shall receive such Total Price in terms of the Development Agreement.
  - ii. The 'Taxes' component of the Total Price includes taxes payable by the Allottee (comprising of both tax paid as well as payable by the Promoter by way of Value Added Tax, Service Tax, CGST, SGST, Cess or any other similar tax which may be levied in connection with the construction of the Project by the Promoter) up to the date of handing over of possession of the Unit to the Allottee or the date of execution of the Sale Deed in favour of the Allottee.  
  
Provided that in case there is any change or modification in the Taxes payable by the Allottee, the subsequent amount payable by the Allottee to the Promoter shall be increased/reduced based on such change or modification.
  - iii. The Promoter shall periodically intimate to the Allottee the amount payable as stated in (i) above and the Allottee shall make payment of such amount within 30 days of the said 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 the dates from which such taxes have been imposed upon the Allottee or have come into effect.
  - iv. The Designated Apartment price includes the pro rata share in the Common Areas and the Parking Facility, if any, allotted to the Allottee and as provided in the Agreement.
  - v. The Total Price does not include those Other Costs whose figures have not been finalized yet including those mentioned in Clause 11.3.2 hereto and the same together with Taxes thereon shall be additionally payable by the Allottee. Although forming a component of the expression 'Total Price', the Other Costs are additional costs agreed to be paid by the Allottee and the Deposits are transferable to the Maintenance In-charge to the credit of the Allottee after adjustment of dues as stated in clause 11.2.1 hereto.
- 1.3 The Total Price is escalation-free, save and except those increases which the Allottee hereby agrees to pay or which are due to an increase on account of development charges payable to the competent authority and/or any new Taxes or other increase in charges which may be levied or imposed by the competent authority/ties from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for an increase in the development charges, and/or other taxes, costs and charges imposed by the competent authorities, the Promoter shall enclose the relevant notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee and such increase/imposition shall be applicable only to subsequent payments.
  - 1.4 The Allottee(s) shall make the payments as per the plan set out in PART-II of Schedule C (hereinafter referred to as the "Payment Plan").
  - 1.5 The Promoter may allow, in its sole discretion, a rebate for the early payments of installments made by the Allottee by discounting such early payments at such rate as be mutually agreed between the parties in respect of the respective instalments have been prepared. The provision, if any agreed to for allowing rebate and the rate of such rebate shall not be subject to any revision/withdrawal once granted by the Promoter to the Allottee.
  - 1.6 Except as disclosed to the Allottee in this Agreement (including in clause I recited above), it is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans

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and specifications and the nature of fixtures, fittings and amenities described herein whereby the Unit may be affected without the prior consent in writing of the Allottee.

Provided that the Promoter may, at its sole discretion, against extra costs payable by the Allottee, make such minor additions or alterations as the Allottee may require or make such minor changes or alterations in accordance with the provisions of the Act.

- 1.7 The Promoter shall confirm the final carpet area that has been allotted to the Allottee after construction of the Project is complete and completion certificate has been 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 may be recalculated if the carpet area mentioned herein varies as per confirmation by the Promoter. If there is reduction in the carpet area within the defined limit, then the 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 found to have been 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 or if no rate is specified then on pro rate basis.
- 1.8 Subject to Clause 9.3 and subject to their being no delay or default in payments and compliances by the Allottee hereunder, the Promoter agrees to and acknowledges that the right of the Allottee to the Designated Apartment shall be in the following manner.
- i. The Allottee shall have exclusive ownership of the Unit.
  - ii. The Allottee shall also have undivided proportionate share in the Project Land and the other Common Areas as a member of the Association. Since the share interest of the Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with the Promoter, the Owner, the other Co- owners, occupants, maintenance staff etc. without causing them any inconvenience or hindrance and as per the rules made in this respect including the House Rules. 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 under the Act.
  - iii. The computation of the price of the Designated Apartment includes recovery of the price of the appertaining land, the construction of not only the Designated Apartment but also proportionately the Common Areas, the internal development charges as per agreed specifications, the external development charges as per agreed specifications, the costs of providing electric wiring in the Common Areas (if applicable) and includes the cost for providing initial infrastructure necessary for the facilities, amenities and specifications in the Project.
- 1.9 It is made clear by the Promoter and the Allottee agrees that the Unit along with Parking Facility, if any, shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the Project Land and is not a part of any other project or zone except certain common areas to be shared between the Project

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*S. B. Chatterjee*

Director



Land and save as above, 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 as mentioned in Section 1 and 2 of PART-IV of SCHEDULE A hereto shall be available only for the use and enjoyment of the allottees of the Project and nothing contained herein in this clause shall affect the disclosures contained in Recital i above.

- 1.10 It is understood by the Allottee that all areas and facilities falling outside the Project shall not form a part of the declaration to be filed with the Competent Authority under the West Bengal Apartment Ownership Act, 1972 but there could be Federation of Association of Apartment Owners as per the provisions of the said Act of 1972 in respect of the different phases in which the Projects on Project Land and areas or facilities to be enjoyed in common between them.
- 1.11 The Promoter agrees to pay all outgoings which it has collected from the Allottee before transferring the physical possession of the Unit and the Parking Facility, if any, to the Allottee for the payment of such outgoings (including municipal or other local taxes, charges for water or electricity, maintenance charges) and shall also refund the mortgage loan (in the process of being taken by the Promoter from \_\_\_\_\_ or other banks/financial institutions) and interest on mortgages or other encumbrances and any other liabilities if payable to competent authorities, banks and financial institutions, which are related to the Designated Apartment and created by the Promoter. If the Promoter fails to pay all or any of the outgoings collected by it from the Allottee or any liability, mortgage loan (in the process of being taken by the Promoter) and interest thereon before transferring the Unit and the Parking Facility, if any, to the Allottee, the Promoter agrees to be liable, even after the transfer of the Unit and the Parking Facility, if any, 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 thereof by such authority or person.
- 1.1 The Allottee has paid a sum of Rs..... (Rupees..... Only) being booking amount plus further part payment towards the total price of the Designated Apartment until the time of Agreement, the receipt of which the Promoter hereby acknowledges. The Allottee hereby agrees to pay the remaining price of the Designated Apartment as detailed in the Payment Plan as and when the same is demanded by the Promoter within the time and in the manner specified therein. Provided that if the Allottee delays in the payment of any amount payable by him, he shall be liable to pay interest at the rate specified in the Rules.

## 2 MODE OF PAYMENT

- 2.1 Subject to the terms of the Agreement and the Promoter abiding by any relevant applicable construction milestones (except in cases of rebate in installments as per clause 1.5), the Allottee shall make all pay merits, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan [through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable)] in favour of Rudram Infracon Pvt. Ltd. COLLECTION A/C- Union Bank Of India. City Centre, Durgapur Branch, Branch IFSC code no UBIN0815187 Account no 151811100003022 payable at Durgapur. An intimation forwarded by the Promoter to the Allottee that a particular milestone of construction has been achieved shall be sufficient proof thereof. The Issuance of such intimation by email or on any other digital platform at

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the address, email address or phone of the Allottee shall be sufficient intimation for the purpose of this clause by the Promoter upon the Allottee, and non-receipt thereof by the Allottee/s shall not be a plea or an excuse for non-payment of any amount or amounts.

- 2.2 All payments shall be made by the Allottee against proper receipts by the Promoter and the Allottee shall not be entitled to claim or to set up any other evidence regarding the payment.
- 2.3 The Tax Deductible at Source ("TDS") under the Income Tax Laws shall, if applicable, be deducted by the Allottee on the consideration payable to the Promoter and the same shall be deposited by the Allottee to the concerned authority within the time period stipulated under law. The Promoter or the Owner shall not be liable in any manner whatsoever in case of default on the part of the Allottee in depositing such TDS.
- 2.4 The Promoter has been empowered and authorized under its Development Agreement with the Owner to receive all amounts from the Allottee. The Promoter and the Owner shall apportion their respective entitlements in accordance with the terms of the Development Agreement or as they may mutually agree and the Allottee shall have no concern therewith. Further, the Promoter has also been empowered and authorized under the Development Agreement to receive the entire Other Costs and Deposits from the Allottee and the Allottee has satisfied himself about such rights of the Promoter.
- 2.5 In case of the Allottee committing any delay or default in any payment to be made to the Promoter hereunder, then without prejudice to the other rights and remedies of the Promoter in respect of such default hereunder or under law, the Promoter may appropriate the subsequent payments made by the Allottee on such head/s of the defaulted amount and interest applicable thereon and In such manner as the Promoter may deem fit and proper and the Allottee shall not raise any objection, dispute or claim in respect thereof.

### 3 COMPLIANCE OF LAWS RELATING TO REMITTANCES:

- 3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act. 1934 and the Rules and Regulations made thereunder or any statutory amendments/modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the Statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve of 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.

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*Rudram*

Director

3.2 The Promoter accepts no responsibility in this regard. The Allottee shall keep the Promoter and the Owner fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the 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/agreement of the Unit and Parking Facility, if any, 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/her payments in any other manner.

#### 5 TIME IS OF ESSENCE

Time is of essence to the Promoter as well as the Allottee. The Promoter shall, subject to Force Majeure, abide by the time schedule for completing the project and handing over the Unit to the Allottee and the common areas to the association of the allottees after receiving the occupancy/completion certificate. 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 Part-II of Schedule C ("Payment Plan").

#### 6 CONSTRUCTION OF THE PROJECT/DESIGNATED APARTMENT:


The Allottee has seen the specifications of the Unit and accepted the Payment Plan, sanctioned plans, payment plan, unit plans [annexed along with this Agreement which has been or is based out of the plans approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said sanctioned 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 applicable Building Rules and shall not have an option to make any variation/alteration/modification in such plans, other than in the manner provided under this Agreement and the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

#### 7 POSSESSION OF THE DESIGNATED APARTMENT:

##### 7.1 Schedule for possession of the Designated Apartment-

The Promoter agrees and understands that timely delivery of possession of the Unit is the essence of the Agreement. The Promoter based on the approved plans and specifications assures to hand over possession of the Unit within July 2026, with a grace period upto 12 months unless there is delay or failure due to war, flood, drought, fire, cyclone, epidemic, pandemic, earthquake or any other calamity caused by nature or other exigency affecting the regular development of the real

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estate project ("**Force Majeure**"). If, however, the completion of the Project is delayed due to the Force Majeure conditions or delay in grant of consent/approval by pollution control/environment authorities as aforesaid, then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Unit.

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/agreement 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, the Allottee agrees that he/she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

**7.2 Procedure for taking possession** The Promoter, upon obtaining the occupancy/completion certificate from the competent authority shall offer in writing "Notice of Possession") the possession of the Unit, to the Allottee in terms of this Agreement and the Allottee shall take possession of the Unit within 15 (fifteen) days from the date of issue of such notice or if two months from the date of issuance of completion/occupancy certificate falls beyond such 15 days then within two months from the date of issuance of Completion Certificate, from the Promoter. 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/Maintenance In-charge/association of allottees, as the case may be. The Promoter, on its behalf shall offer possession of the Unit within 15 days of receiving the completion/occupancy certificate of the Project/Building containing the Unit

**7.3 Failure of Allottee to take Possession of Designated Apartment-**

Upon receiving a written intimation from the Promoter as per clause 7.2, the Allottee shall within the period mentioned in such intimation take possession of the Unit and the Parking Facility, if any, from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and/or required by the Promoter and the Promoter shall give possession of the Unit and the Parking Facility, if any, 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 and also all taxes and outgoings relating to the Designated Apartment and for all damages to the Designated Apartment and/or other parts of the building.

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

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*AB Chatterjee*

Director

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

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

- 7.6 **Compensation** - The Promoter shall compensate the Allottee in case any loss is caused to him due to defective title of the land, on which the project is being developed or has been developed, and which defect was known to the Promoter and the Promoter had willfully not disclosed the same to the Allottee in the manner as provided under the Act and the claim for compensation under this section shall not be barred by limitation provided under any law for the time being in force.

- 7.6.1 Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the Designated Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified in clause 7.1; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act, or for any other reason, the Promoter shall be liable, on demand to the Allottee, in case the Allottee wishes to withdraw from the Project without prejudice to any other remedy available, to return the total amount received by the Promoter in respect of the Designated Apartment, 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 Unit and the Parking Facility, if any.

## 8. REPRESENTATIONS AND WARRANTIES MADE BY THE PROMOTER:

The Owner and Promoter hereby respectively represent and warrants to the Allottee as follows:

- i. That the Owner has clear, absolute and marketable title with respect to the Project Land and that the Promoter has the requisite rights to carry out development upon the Project Land and has absolute, actual, physical and legal possession of the Project Land and having license to carry out the Project thereon;
- ii. That the Promoter has lawful rights and requisite approvals from the competent authorities on behalf of owner to carry out the development of the Project,
- iii. That there are no encumbrances upon the Designated Apartment and appertaining share in Project Land or in the Project except that the Promoter has already applied

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before the \_\_\_\_\_ for sanction of a facility for providing loan to the Promoter for construction of the Project and shall obtain the same from the said person/s or any of them (hereinafter referred to as the "Financial Arrangement which expression shall include any addition variation or modification of the loan so sanctioned and/or paid to the Promoter by the banks or any of them or any other bank or financial institution) by mortgaging the Project Land and the constructions thereat.

- iv. That there are no litigations pending before any Court of law with respect to the Project Land, the Project or the Designated Apartment.
- v. That all approvals, licenses and permits issued by the competent authorities with respect to the Project, Project Land and Designated Apartment are valid and subsisting and have been obtained by following the due process of law. Further, the Owner and/or Promoter have been and shall, at all times, be in compliance with all applicable laws in relation to the Project, the Project Land, the Designated Apartment and the Common Areas.
- vi. That the Promoter has the right to enter into this Agreement and has not performed or omitted to perform any act or thing whereby the right, title and interest of the Allottee created herein may prejudicially be affected.
- vii. The Owner or the Promoter have not entered into any agreement for sale (which is subsisting at present) and/or development agreement (save and except the Development Agreement) and/or any other agreement/arrangement with any person or party with respect to the Project Land including the Project and the Designated Apartment which can, in any manner, affect the rights of the Allottee under this Agreement.
- viii. That the Owner and the Promoter both confirm that they are not restricted in any manner whatsoever from selling the Unit to the Allottee in the manner contemplated under this Agreement.
- ix. That at the time of execution of the Sale Deed, the Promoter shall handover lawful, vacant, peaceful, physical possession of the Unit and the Parking Facility, if any, to the Allottee and of the Common Areas to the Association of Allottees.
- x. That the Project Land is not the subject matter of any Hindu Undivided Family (HUF) and that no part thereof is owned by any minor and that no minor has any right, title and claim over the Project Land.
- xi. That 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 all other outgoings whatsoever payable with respect to the said Project to the competent authorities till the issuance of the Completion/occupancy certificate.
- xii. That no notice from the Government or any other local body or authority or any order/notification (including any notice for acquisition or requisition of the Project Land) has been received by or served upon the Promoter in respect of the Project Land and/or the Project.

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*R Bhatnagar*

Director

xiii. That the Project Land is not Waqf property.

**9 EVENTS CONSTITUTING A 'DEFAULT' AND CONSEQUENCES THEREOF:**

9.1 Subject to the Force Majeure clause, the Promoter shall be considered to be under Default in the following events:

- i. Where the Promoter fails to provide ready to move in possession of the Unit to the Allottee within the time period specified. For the purpose of this clause, the expression 'ready to move in possession' means that the Unit is in a habitable condition and is complete in all respects as per the specifications prescribed herein And occupancy/completion certificate Issued in this respect shall be conclusive proof of the same.
- ii. Where the Promoter's business as a developer is discontinued on account of suspension or revocation of its registration under the provisions of the Act or under the rules or regulations made thereunder.

9.2 In case the Allottee complies with his obligations under this Agreement and there is Default committed by the Promoter under the conditions listed above, the Allottee shall be entitled to:

- i. Stop making further payments linked to the construction milestones to the 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 after that will the Allottee be required to make the next payment without any penal interest provided that this clause shall not be applicable if the payment by the Allottee is not construction linked.
- ii. Terminate 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 Designated Apartment along with interest at the rate specified in the Rules within 45 (forty- five) days of receiving the notice for termination.

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 possession of the Designated Apartment.

9.3 The Allottee shall be considered to be under Default on the occurrence of the following events:

- i. In case the Allottee fails to make payment for two consecutive demands made by the Promoter as per the Payment Plan annexed hereto despite having been issued notice in that regard, in such a scenario, the Allottee shall be liable to pay interest to the Promoter on the unpaid amount at the rate specified in the Act and rules framed in accordance therewith from the date of issue of such demand notice or 15% per annum if not so specified or held inapplicable.
- ii. In case the Allottee fails to register the Sale Deed or comply with any other condition mentioned in this Agreement despite having received a 30 (thirty) days prior notice in writing from the Promoter in respect thereof, or in case any Default under the condition listed above continues for a period beyond two consecutive

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months after receiving notice from the Promoter in this regard, the Promoter may cancel the allotment of the Designated Apartment in favour of the Allottee and refund the money paid to him by the Allottee after deducting the amount paid at or before the execution of this Agreement and the interest liabilities of the Allottee if such cancellation/withdrawal is made thereafter, with an option to pay the same directly to the bank account of the Allottee provided at the time of application form and this Agreement shall thereupon stand terminated.

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

#### 10 CONVEYANCE OF THE SAID APARTMENT:

The Promoter, on receipt of complete amount of the Price of the said Apartment under the Agreement from the Allottee, shall execute a Conveyance Deed and convey the title of the said Apartment 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 and 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/DESIGNATED 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 Allottees. The cost of such maintenance has been included in the Total Price of the said Apartment.

#### 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 by the Allottee within a period of 5 (five) years from the date of completion/occupancy certificate and/or partial completion/occupancy certificate of the said Building in which the Unit is situated, as the case may be, the Parties shall refer the matter to the Architect for the Project who shall verify the

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same and direct the Promoter to proceed or not to proceed with the rectification of the defects upon considering the submission of the Parties and the terms and conditions hereof and then 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 Provided Further That the obligation or liability of the Promoter shall not arise if the defect has arisen owing to any Force Majeure event or owing to act or omission of the Allottee or any other allottees or Association of allottees and/or any other person or if the portion alleged to have the defect has already been altered before the Promoter is able to view the same or if the related annual maintenance contracts and other licenses are not validly maintained by the association of allottees or competent authority. The Allottee is/are aware that any change, alteration including breaking of walls or any structural members or the construction of any new wall or structural member will result in immediate cessation of the Promoter's obligation to rectify any defects or compensate for the same as mentioned in this Clause. The decision of the Architect in respect of the matter referred to in this clause shall be final and binding upon both the Promoter and the Allottee.

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

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

**14 RIGHT TO ENTER THE APARTMENT FOR REPAIRS:**

The Promoter/Maintenance In-charge/maintenance agency/association of allottees shall have rights of unrestricted access to all Common Areas, garages/covered parking 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 Designated Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect or for inspection and requiring the Allottee to remedy any want of repair.

**15 USAGE:**

**Use of Service Areas:** The service areas if any located within the Project Land may be earmarked for purposes such as parking spaces and services including but not limited to STP, transformer, compactor, DG set, underground water tanks, Pump rooms, fire fighting pumps and equipments etc. and other permitted uses as per sanctioned plans and such areas can be shifted to any other place in the Project at the sole discretion of the Promoter. The Allottee shall not be permitted to use the services areas in any manner whatsoever, other than those earmarked as parking spaces and the service areas shall be reserved for use by the association of Allottees formed by the Allottees for rendering maintenance services.

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*Abhattacharya*

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**16 GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:**

- 16.1 Subject to clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the apartment or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and 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 would not put any signboard / nameplate, neon light, publicity material or advertisement material etc. on the face/façade of the Building or anywhere on the exterior of the Project, Building therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further, the Allottee shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall including the outer and load bearing wall of the Apartment. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems Installed by the Promoter and thereafter the association of Allottees and/or maintenance agency appointed by association of Allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

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

The Allottee is entering into this Agreement for the allotment of the Designated Apartment with full knowledge of all the laws, rules, regulations, notifications applicable to the Project in general and this Project In particular. 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 uses the said Designated Apartment, all the requirements, requisitions, demands and repairs which are required by any competent authority in respect of the Designated Apartment at his/her own cost.

**18 ADDITIONAL CONSTRUCTIONS:**

The Promoter undertakes that except as otherwise mentioned elsewhere herein it has no right to make additions or to put up additional structure(s) anywhere in the Project after the completion/occupancy certificate in respect of the said Building in the Project has been issued by the competent authority (ies) except as provided for elsewhere in this Agreement and/or in the Act.

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

After the Promoter executes this Agreement he shall not mortgage or create a charge on the Designated Apartment and if any such mortgage or charge is made or created then notwithstanding any 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 Designated Apartment.

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*R. Bhatnagar's*

Director

However, the Promoter shall be entitled to securitize the Total Price and/or other amounts payable by the Allottee under this Agreement (or any part thereof) in the manner permissible under the Act/Rules, in favour of any persons including banks/financial institutions and shall also be entitled to sell and assign to any person or institution the right to directly receive the Total Price and other amounts payable by the Allottee under this Agreement or any part thereof. Upon receipt of such intimation from the Promoter, the Allottee shall be required to make payment of the Total Price and other amounts payable in accordance with this Agreement, in the manner as intimated.

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

The Promoter has assured the Allottee that the Project can be registered in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972. The Promoter is in compliance with the various laws/regulations as applicable in the State of West Bengal to the extent applicable.

**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 registering authority 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 registering authority 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, the allotment 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 (after forfeiture of a sum of equivalent to 10% of the Total Price) with an option to pay the same directly to the bank account of the Allottee given at the time of application form without any interest or compensation whatsoever. The taxes and stamp duty, registration charges and documentation charges incurred or payable by the Allottee shall not be refundable to the Allottee and the same shall be the costs of the Allottee for which no claim shall be made against the Promoter by the Allottee.

**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, other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the Designated Apartment.

**23 RIGHT TO AMEND:**

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

**24 PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/ SUBSEQUENT ALLOTTEES:**

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*R. Bhattacharya*  
Director

It is clearly understood and so agreed to by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Designated Apartment and the Project and/or projects on future phase lands, if any, shall be equally applicable to and enforceable against any subsequent allottees of the Designated Apartment, in case of a transfer, as the said obligations go along with the Designated Apartment 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 to by the Allottee that the exercise of such discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and/or be binding on the Promoter to exercise such discretion in the case of other Allottees.

Failure on 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 is determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under other applicable laws, such provisions of the Agreement unless the same are capable of being agreed upon by the Parties and/or consented to by the Allottee 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 the Act or the Rules and Regulations made there under or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

Wherever in this Agreement it is stipulated that the Allottee has to make any payment in common with the other allottee(s) in the Project, the same shall be equal to the proportion which the carpet area of the Unit bears to the total carpet area of all the Units in the Project.

**28 FURTHER ASSURANCES:**

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

**29 PLACE OF EXECUTION:**

The execution of this Agreement shall be completed only upon its execution by the Promoter 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 Kolkata after the Agreement is

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*R. Bhattacharya*

Director

duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the Office of the Registrar/Additional Registrar/Sub-Registrar. Hence this Agreement shall be deemed to have been executed at Chinsurah.

### 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 email transmission, provided that receipt of such email is formally confirmed by the recipient by replying thereto or otherwise, at their respective addresses specified below:

Name of Allottee: (1) .....and (2).....

Allottee Address: (1) .....and (2).....

Email id of Allottee: (1) .....and (2).....

Promoter Name. **RUDRAM INFRACON PVT. LTD.**

Promoter Address: 5/9 Bharati Road B zone , Police Station Durgapur and Post Office B zone, Durgapur 713205.

Email id of Promoter: Rudram.infracon1@gmail.com

It shall be the duty of the Allottee and the Promoter to inform each other of any change in address and/or email id 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 and/or emailed at the aforesaid email id, shall be deemed to have been received by the Promoter or the Allottee, as the case may be.

### 31. JOINT ALLOTTEES:

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

### 32. GOVERNING LAW:

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

### 33. DISPUTE RESOLUTION:

All or any disputes arising out of or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties shall be settled amicably by mutual discussion,

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*RBhattacharya*

Director

failing which the same shall be settled through the Adjudicating Officer appointed under the Act.

(The other terms and conditions are as per the contractual understanding between the Parties, however, the 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).

**IN WITNESS WHEREOF** the 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)**

i) Signature \_\_\_\_\_  
Name: \_\_\_\_\_  
Address \_\_\_\_\_

ii) Signature \_\_\_\_\_  
Name: \_\_\_\_\_  
Address \_\_\_\_\_

SIGNED AND DELIVERED BY THE WITHIN NAMED

**Promoter**

Signature \_\_\_\_\_  
Name: \_\_\_\_\_  
Address \_\_\_\_\_

SIGNED AND DELIVERED BY THE WITHIN NAMED

**Owner**

Signature \_\_\_\_\_  
Name: \_\_\_\_\_  
Address \_\_\_\_\_

At \_\_\_\_\_ on \_\_\_\_\_ in the presence of

Witnesses :

1. Signature \_\_\_\_\_  
Name: \_\_\_\_\_  
Address \_\_\_\_\_

2. Signature \_\_\_\_\_  
Name: \_\_\_\_\_  
Address \_\_\_\_\_

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**SCHEDULE 'A'**

PLEASE INSERT DESCRIPTION OF THE (APARTMENT) AND THE GARAGE / COLSED PARKING ( IF APPLICABLE) ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS .

**(SAID PROPERTY)**

ALL THAT the piece and parcel of Bastu Land admeasuring 0.0872 acres or 353.12 square meters more or less (hereinafter referred to as the "Project Land") and butted and bounded as under:

<b><u>ON THE NORTH</u></b>	:	By 16 Feet wide Panchayet Road.
<b><u>ON THE SOUTH</u></b>	:	By Lay out Plot of 3 No.
<b><u>ON THE EAST</u></b>	:	By 15 Feet wide Road.
<b><u>ON THE WEST</u></b>	:	By Rail Way Property.

**SCHEDULE 'B'-FLOOR PLAN OF THE APARTMENT .**  
**(Said Apartment)**

ALL THAT the Apartment No '.....' on floor : .....having an area .....Square Feet be the same a little more or less (Carpet Area) corresponding to .....Square Feet be the same a little more or less (Built up Area)corresponding to .....Square Feet be the same a little more or less (Super Built up Area) situated on the ..... floor consisting of Two Bed Rooms, One Dining Cum Drawing, Two Bath Cum Privies , One Kitchen and Exclusive Balcony area of .....Square Feet be the same a little more or less together with One Car parking space measuring about .....square feet more or less at Ground Floor at the above mentioned Property satiated at Chinsurah Hooghly, Pin code ....., West Bengal along with proportionate right of common facilities, utilities, benefits and other appurtenance which is to be used as common between all the co owner of the said property.

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Director

**SCHEDULE 'C' - PAYMENT PLAN BY THE ALLOTTEE.**

**PAYMENT PLAN**

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

Sl no.	Total Price	Amount to be paid in Rupees.
1	On Allotment	20% of the total price
2	On execution of Agreement for sale (within 30 days from the date of allotment) as 1 <sup>st</sup> installment	20% of the total price
3	2 <sup>nd</sup> installment of the remaining amount of total price	20% within 2 months from the date of last payment.
4	3 <sup>rd</sup> installment of the remaining amount of total price	20% within 2 months from the date of last payment.
5	4 <sup>th</sup> installment of the remaining amount of total price	20% within 2 months from the date of last payment and including documentation charges legal fees, payable Taxes any installation charges

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Director