

ANNEXURE 'A'

[See rule 9]

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE (“Agreement”) executed on this ---
day of [•], 2023

BY AND BETWEEN

(1) AKRITI VYAPAAR PRIVATE LIMITED (CIN :
U51109WB2006PTC111898) [PAN AAGCA2828R], **(2) AVIKAR VYAPAAR
PRIVATE LIMITED** (CIN U51109WB2006PTC112087) [PAN AAGCA2826B],
(3) AKSHAR COMMODITIES PRIVATE LIMITED (CIN :
U51109WB2006PTC112086) [PAN AAGCA2833G], **(4) AJEYA
COMMODITIES PRIVATE LIMITED** (CIN : U51909WB2006PTC111900)
[PAN AAGCA2827A], **(5) APOORV VANIJYA PRIVATE LIMITED** (CIN :

U51909WB2006PTC111901) [PAN AAGCA2831E], **(6) MAPLE VANIJYA PRIVATE LIMITED** (CIN : U51909WB2007PTC114401) [PAN AAFCM3839F], **(7) VITAL DEALER PRIVATE LIMITED** (CIN : U51909WB2007PTC114397) [PAN AACCV6327Q], and **(8) SUNFLOWER MARKETING PRIVATE LIMITED** (CIN : U51101WB2007PTC114395) [PAN AALCS5564K], All being companies within the meaning of the Companies Act, 2013, having their registered office at 4, Fairlie Place, 1st Floor, Kolkata - 700001; hereinafter collectively referred to as **“the OWNERS”** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective successor or successors-in-interest and/or assigns); of the **FIRST PART**, represented by their authorised signatory Shrawan Kumar Mahansaria, (PAN no. AEVPM3495H) (Aadhaar No. 8037 3503 4758) son of Pramod Mahansaria, by faith – Hindu, by Occupation – Service, residing at 90/B/2, Prince Ghulam Hussain Shah Road, P.O. – Golf Green, P.S. – Jadavpur, Kolkata – 700095.

AND

EM BYPASS PROJECTS LLP (formerly known as Windham Heights LLP), LLPIN AAA-4836, a limited liability partnership within the meaning of Limited Liability Partnership Act, 2008, having its registered office at 4, Fairlie Place, Room 137, 1st Floor, Kolkata - 700001 (PAN : AABFW3885G), represented by its authorised signatory Shrawan Kumar Mahansaria, (PAN no. AEVPM3495H) (Aadhaar No. 8037 3503 4758) son of Pramod Mahansaria, by faith – Hindu, by Occupation – Service, residing at 90/B/2, Prince Ghulam Hussain Shah Road, P.O. – Golf Green, P.S. – Jadavpur, Kolkata – 700095, hereinafter referred to as the **“PROMOTER”** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its nominees, successors-in-interest and permitted assigns) of the **SECOND PART**.

AND

Mr. [•] son of **[•]**, having PAN **[•]**, Aadhaar **[•]**, residing at **[•]**, hereinafter referred to as the **“ALLOTTEE”** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include each of their heirs, executors, administrators, successors, representatives and/or assigns) of the **THIRD PART:**

The Owner, Promoter and Allottee shall hereinafter collectively be referred to as the “parties” and individually as a “party”.

WHEREAS:

- A. The Owners are the absolute and lawful owner of land measuring 49 Cottah, 1 Chittak, 23 Sqft or 3283.91 Sqm in Premises No. 224, Brij East, Kolkata – 700094, Ward – 110, Borough – XI, P.S. Patuli (formerly Jadavpur), within the municipal limits of Kolkata Municipal Corporation Ward No. 110 hereinafter referred to as the “Said Land”.
- B. The Owners and the Promoter have entered into an agreement dated 12.05.2011 for development of Said Land.
- C. The Project Land is intended for the purpose of development of a residential cum commercial project thereon presently planned to be a G+18 storied residential cum commercial building, being developed by the Promoter herein and named **‘Altamount’ (“Project”)**
- D. The Owners and Promoter are fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the said land on which Project is to be constructed have been completed;
- E. The Kolkata Municipal Corporation has granted the commencement certificate to develop the Project vide approval dated bearing no. 510/15-16;
- F. The Promoter has obtained the final layout plan approvals for the Project from the Kolkata Municipal Corporation. The Promoter agrees and

- undertakes that it shall not make any changes to these layout plans except in strict compliance with section 14 of the Act and other laws as applicable;
- G. The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at Kolkata vide registration no. _____ on _____.
- H. The Allottee, had applied for allotment of an apartment in the Project vide application dated [●] and has been allotted Apartment No. [●] having carpet area of _____ square feet, balcony area of _____ square feet along with [●] No. Open Mechanical Car parking space for parking of [●] No. medium size car, as permissible under applicable law and of/together with the pro rata right of user in the Common Areas, Amenities and Facilities of the Project as defined under clause (n) of Section 2 of the Act (hereinafter collectively referred to as the “**said Apartment**”) morefully mentioned in **Schedule A** hereto to be developed in accordance with the Specifications as mentioned hereto together with the right to enjoy the Common Areas, Amenities and Facilities of the whole Project as and when they are constructed or made ready and fit for use (Project Common Areas, Amenities and Facilities), more fully mentioned hereto and the floor plan of the apartment is annexed hereto and marked as **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. It is hereby agreed that the application form shall be deemed to be a part of this Agreement; however, the terms and conditions laid out in this agreement shall supersede the application form.
- K. The parties hereby confirm that they are signing this Agreement with full knowledge of all 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 said Apartment and the car parking space as specified in paragraph G ;

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 On the assurance of the Allottee having understood and being fully acquainted with the scheme of development of the Project and subject to the terms and conditions and in lieu of consideration payable along with applicable taxes as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase the said Apartment as specified in Clause G.

- 1.2 The Total Price for the said Apartment is based on carpet area and is **Rs. [●] /- (Rupees [●] only):**

Sl. No.	Description	Amount (In INR)
A.	<u>Apartment No.</u> [●] <u>Type</u> [●] <u>Floor</u> [●] <u>Unit Price:</u> a) Cost of Apartment/Unit including balcony b) Garage/Parking Space	Rate of Apartment per square feet [●]/- [●]/-
	Sub-Total :	[●]/-

B.	GST (Goods and Service Tax) payable on the above	[•]/-
C.	<u>Extra Development Charges:</u> (a) Proportionate share of costs, charges and expenses of Generator @ Rs. 30,000/- per KVA (b) Proportionate share of installation of transformer and electricity charges calculated @ Rs.50 per sq. ft. (c) Contribution for becoming Member of the Association. (d) Legal/Documentation charges excluding stamp duty and registration fees, registration/ commission fees and expenses which shall be paid extra by the Allottee at actuals (e) Club Charges per Apartment calculated @ Rs.100 per sq.ft. (f) Interest Free common area maintenance charges @Rs. 3/- sqft for 12 months to be paid as per notice of fit-out. (g) Interest Free KMC tax deposit @ Rs. 15/-sqft for 12 months to be paid as per notice of fit-out.	[•]/- [•]/- [•]/- [•]/- [•]/- [•]/- [•]/-
	Sub-Total :	[•]/-
D.	GST (Goods and Service Tax) payable on the above	[•]/-
	Total Price (A + B + C + D)	[•]/-

In addition to the aforesaid Total Price, the following charges shall be paid at actuals/or as mentioned by the Promoter as per payment schedule:

- (a) Cost of Electricity Meter;
- (b) Stamp Duty/Registration Charges/commission charges and other incidental expenses in this regard for stamping, registration and commission;
- (c) Charges for mutation and separate assessment of the Apartment, mutation fee, if any, and other miscellaneous charges and incidental charges in relation to mutation;
- (d) Costs charges and expenses for providing satellite, cable TV connection, per such connection as per actuals; and

- (e) Interest Free Sinking Fund per sq. ft. of saleable area as decided by the Promoter to be communicated to the Allottee on or before Possession

Notes:

- (i) *Interest free advance common area maintenance charges has been calculated on a proposed estimated cost and may vary as per actuals at the time of possession.
- (ii) The abovementioned advance common area maintenance and sinking fund shall be received by the Promoter on behalf of the ultimate Association/Facility Management Company and transferred by the Promoter to the association of the apartment owners upon its formation subject to the provisions hereunder. Any extra cost over and above the rate mentioned above, if incurred by the Developer at the time of installation of the transformer and electricity connection shall be charged proportionately on actual basis.

Explanation:

- (i) The Total Price above includes the booking amount paid by the Allottee to the Promoter towards the Apartment. **Booking Amount** shall mean and/ or be a sum of Rs. [●]/-[●] (excluding GST) equivalent to not more than 10% of the Total Price.
- (ii) The Total Price above includes taxes (consisting of tax paid or payable by the Promoter by way of Goods and Services Tax, cess or any other similar taxes which may be levied in connection with the construction of the Project and payable by the Promoter, by whatever name called) up to the date of handing over the possession of the Apartment to the Allottee and the Project to the Association of Allottee, after obtaining completion certificate of the Project.

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.

Provided further that if there is any increase in the taxes after the expiry of the scheduled date of completion of the said Project (as may be extended) the same shall not be charged from the Allottee.

- (iii) The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. 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 includes recovery of price of land, cost of construction of not only the Apartment but also the Project Common Areas, Amenities and Facilities, internal development charges, external development charges, taxes, cost of providing electrical wiring, electrical connectivity to the Apartment, lift, water line and plumbing, marbles, tiles, doors, windows, fire detection and firefighting equipment in the Project Common Areas, Amenities and Facilities, maintenance deposits and Extra Development Charges as mentioned in clause 1.2 above and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project and also includes : 1) pro-rata share in the Common Areas ; and 2) Open mechanical Garage/car parking space as provided in the Agreement.
- 1.3 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, costs/charges imposed by the competent authorities, the Promoter shall enclose details of 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 Provided That if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the Project (as extended) the same shall not be charged from the Allottee.

- 1.4 The Allottee(s) shall make the payment as per the payment plan set out in the **Schedule C** hereto ("**Payment Plan**").
- 1.5 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 instalment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.
- 1.6 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 in the Project described herein (which shall be in conformity with the advertisement, prospectus, etc. on the basis of which sale is effected) in respect of the Apartment or building, as the case may be without the previous written consent of the Allottee as per provisions of the Act Provided That the Promoter may make such minor additions or alterations as may be required by the Allottee or such minor changes or alterations in accordance with applicable laws.
- 1.7 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 Apartment shall be recalculated upon 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 the Allottee within 45 (forty-five) days with annual interest at the rate equivalent to the prevailing Prime Lending Rate of the State Bank of India plus two percent per annum; from the date when such excess amount was paid by the Allottee. If there is any increase in the carpet area, which is more than the defined limit the Promoter may demand the increased amount from the Allottee as per the next milestone of the Payment Plan as provided in the **Schedule C**. All these monetary adjustments shall be made at the same rate per square foot as agreed in para 1.2 of this Agreement.
- 1.8 Subject to para 9.3, the Promoter agrees and acknowledges that the Allottee shall have the right to the Apartment as mentioned below:

- (i) The Allottee shall have exclusive ownership of the Apartment;
 - (ii) The Allottee shall also have right to use the Project Common Areas, Amenities and Facilities. It is clarified that the Promoter shall convey and hand over the Project Common Areas, Amenities and Facilities to the Association of Apartment Owners of the Project, to be formed after duly obtaining the completion certificate from the competent authority for the Project in terms of the rules and regulations set out in the Act.
 - (iii) The Allottee has the right to visit the project site to assess the extent of development of the said Project and the Apartment, as the case may be, however with prior intimation to and permission from the Promoter.
- 1.11 It is made clear by the Promoter and the Allottee agrees that the Apartment along with the garage/car parking space shall be treated as a single indivisible unit for all purposes. It is clarified that all the Common Areas, Amenities and Facilities of the Project shall be available only for use and enjoyment of all the allottee and/or occupiers of the Project.
- 1.12 The Promoter agrees to pay all outgoings before transferring the physical possession of the apartments to the allottee, which it has collected from the allottee, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). If the Promoter fails to pay all or any of the outgoings collected by it from the allottee or any liability, mortgage loan and interest thereon before transferring the apartment to the allottee, the 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.
- 1.13 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.

- 1.14 The Allottee has paid a sum of Rs. [●]/- (Rupees [●] only) as booking amount being part payment towards the Unit Price of the Apartment 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 as prescribed in the Payment Plan (**Schedule C** hereunder written) 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 which is payable, he shall be liable to pay interest at the rate equivalent to the prevailing Prime Lending Rate of the State Bank of India plus two percent per annum.

- 1.15 The Allottee has further paid a sum of Rs. [●]/- (Rupees [●] only) as per the Payment Schedule and as acknowledged in the Memo of Consideration herein.

2. **MODE OF PAYMENT:**

- 2.1 Subject to the terms of the Agreement, the Allottee and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand/e-mail by the Promoter, within the stipulated time as mentioned in the Payment Plan in the Schedule C hereunder or otherwise, through account payee local cheques/demand drafts/banker's cheques or online payment (as applicable) in favour of '**EM BYPASS PROJECTS LLP**' payable at Kolkata or in the manner mentioned in the demand/email. Outstation cheques shall not be accepted.

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 shall be in terms of or in accordance with the

provisions of the 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 of Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

- 3.2 The Promoter accepts no responsibility in regard to matters specified in para 3.1 above. 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 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 and appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the Allottee against the Apartment if any, in his/her name and the Allottee undertakes not to object/demand/direct the Promoter to adjust such payments in any other manner.

5. **TIME IS ESSENCE:**

The Promoter shall abide by the time schedule for completing the said Project and the Project Common Areas, Amenities and Facilities, as disclosed, and towards handing over the Apartment to the Allottee.

6. **CONSTRUCTION OF THE PROJECT/ PHASE/APARTMENT:**

- 6.1 The Allottee has seen and accepted the proposed layout plan of the Apartment and also the floor plan as also shown in **Schedule-B** to the Agreement, specifications, amenities and facilities of the

Apartment/Project as mentioned hereto. The Promoter shall develop the said Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities, 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 such authorities and shall not have an option to make any variation/alteration/modification in such plans, other than in the manner provided under applicable laws and this Agreement, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

- 6.2 Taking into account any extra FAR sanction on account of green building/metro/any other sanction able provision, the Allottee agrees that the Promoter is entitled to and would be well within their right to undertake any further and/or additional construction in accordance with the plan which may be sanctioned by the concerned authorities. However the Promoter can use the FAR only if this project layout is not materially affected which means that Promoter can only raise further stories to achieve the additional FAR and no changes in layout will be permitted in the Project but can change the layout of the Project vertically and horizontally. Further the Allottee agrees that the additional construction shall be connected with all common parts and portions and other amenities and facilities of the said Project including the staircases, lifts, entrances, sewerages, drains etc. The Allottee agrees not to claim any abatement in the amount of consideration or any compensation in the event of proportionate reduction in the variable proportionate undivided share in the land and the common Areas, Amenities and Facilities.

7. **POSSESSION OF THE APARTMENT:**

Schedule for possession of the said Apartment - The Promoter agrees and understands that timely delivery of possession of the Apartment to the Allottee, is the essence of the Agreement. The Promoter assures to hand over Possession of the Apartment within **December 2026** unless there is delay or

failure due to war, flood, epidemic, 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 said Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to extension of time for delivery of possession of the Apartment, provided that such Force Majeure conditions are 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 said 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 (forty five) 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, 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 to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter/association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within 45 days of receiving the occupancy certificate of the Project.(The "**POSSESSION DATE**").

Failure of Allottee to take possession of Apartment – Upon receiving a written intimation from the Promoter as per para 7.2, the Allottee shall take possession of the Apartment 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 to

the Allottee. In case the Allottee fails to take possession within the time provided in para 7.2 in the Possession Notice such Allottee shall continue to be liable to pay maintenance charges as specified in para 7.2 from such date as notified in the Possession Notice.

Possession by the Allottee – After obtaining the occupancy certificate or such other certificate by whatever name called issued by the competent authority, and handing over physical possession of the Apartment to the allottee, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of allottee 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 developer, 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 (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 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.

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 Project Land and the Promoter has the requisite rights to carry out development upon the said Land and has absolute, actual, physical and legal possession of the said Land for the said Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the said Project;
- (iii) There are no encumbrances upon the said said Land, and/or the Project save and except as mentioned in clause (iv) hereunder
- (iv) There are no litigations pending before any Court of law with respect to the said Land, Project or the Apartment/;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the said Project, said Land and Apartment 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, buildings and apartment and the Common Areas, Amenities and Facilities;
- (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 be prejudicially affected;

- (vii) The Promoter has not entered into any agreement for sale with any person or party with respect to the Project Land, and the said Apartment which will, in any manner, affect the rights of the Allottee under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the ApartmentPlot to the Allottee and the common areas to the Association of the Allottees;
- (x) The Scheduled 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 said Scheduled 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 Land) has been received by or served upon the Promoter in respect of the said Land.
- (xiii) That the property is not Waqf property.

9. **EVENTS OF DEFAULTS AND CONSEQUENCES:**

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

- (i) (i) Promoter fails to provide ready to move in possession of the Apartment to the Allottee within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects;

- (ii) Discontinuance of the 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.

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 two consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate specified in the Rules.
- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond consecutive months after notice from the Promoter in this regard, the Promoter shall cancel the allotment of the Apartment 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 Total Price of the said Apartment and the charges and deposits in terms of Clause 1.2 under this Agreement from the Allottee shall execute a conveyance deed and convey the title of the said Apartment together with right to use the Project Common Areas, Amenities and Facilities within 3 months from the date of issuance of the occupancy certificate and the completion certificate, as the case may be, to the Allottee. However, in case the Allottee fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee.

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 allottee upon the issuance of the completion certificate or such other certificate by whatever name called issued by the competent authority of the Project.

The cost of such maintenance from the date of the Allottee taking over physical possession and/or from the Possession Date (as mentioned in 7.1 above) whichever is earlier, is payable by the Allottee for the said Apartment proportionately as per the rates to be calculated on per square foot basis (of the carpet area of the Apartment) and/or in the manner as provided in this Agreement and/or as may be so decided by the Promoter and/or the association of allottee, as the case may be

After taking over possession / deemed possession, all municipal taxes and other outgoings including maintenance charges payable in respect of the Apartment shall be paid borne and discharged by the Allottee. From expiry of the period mentioned in the notice of possession, the Allottee shall be liable

and pay:

- (i) regularly and punctually the proportionate share of maintenance charges including applicable taxes, and without any abatement and/or deduction on any account whatsoever or howsoever;
- (ii) regularly and punctually make payment of the proportionate share of rates and taxes and other outgoings (hereinafter referred to as 'Rates and Taxes').
- (iii) the Allottee shall not withhold payment of the maintenance charges and rates and taxes on any account whatsoever.

12. **DEFECT LIABILITY:**

It is agreed that in case any provable structural defect or any other defect in workmanship, quality or provision of services certified by the Promoter's Architect/Structural engineer or any other Agency that the Promoter may appoint for such defect assessment and for which only the Promoter can be held solely responsible is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act.

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

The Allottee hereby agrees to purchase the Apartment 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 allottee shall have the right of unrestricted access of all Common Areas, Amenities and Facilities, parking spaces for providing necessary maintenance services and the Allottee agrees to permit the Promoter / association of allottee and/or maintenance agency to enter into the said Apartment or any part thereof, after due notice and during normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

15. **USAGE:**

Use of basement and service areas:

The basement(s) and service areas, if any, as located within the Project, shall be earmarked for purposes such as parking spaces and services including but not limited to electrical sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment 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 allottee formed by the Allottee 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 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 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 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 PARTIES:**

The parties are entering into this Agreement for the allotment of the said Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the Project.

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, layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority(ies) and disclosed, except for as may be permitted in accordance to applicable laws and as mentioned herein.

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

After the Promoter executes this Agreement save and except as may be required to obtain construction finance, he shall not mortgage or create a charge on the said Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Apartment.

20. **APARTMENT OWNERSHIP ACT:**

The Promoter has assured the allottee that the Project in its entirety is in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972. The Promoter will show compliance of various laws/regulations as applicable in 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 required by the provisions of applicable laws. 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 Sub-Registrar 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 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 letters, correspondence, arrangements, whether written or oral, if any, between the parties in regard to the said Apartment, as the case may be.

23. **RIGHT TO AMEND:**

This Agreement may only be amended by written consent of the parties.

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

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 said Apartment and the Project shall equally be applicable to and enforceable against and by any subsequent allottee of the said Apartment, in case of a transfer, as the said obligations will go along with the said 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 by the Allottee that exercise of discretion by the Promoter in the case of one allottee shall not be construed to be a precedence and/or binding on the Promoter to exercise such discretion in the case of other allottee.

Failure on the part of the parties 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), the same shall be the proportion which the carpet area of the said Apartment bears to the total carpet area of all the apartments in the Project.

28. **FURTHER ASSURANCES:**

All 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 Kolkata after the Agreement is duly executed by the Allottee and the Promoter and registered at the office of the concerned Sub Registrar.

30. **NOTICES:**

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:

Allottee	:	[•]
Address	:	[•]
Mobile	:	[•]
Email	:	[•]
Developer	:	EM BYPASS PROJECTS LLP
Address	:	224, Brij East, Kolkata – 700094, Patuli
Email	:	sales@aryarealty.in

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 allottee 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 allottee.

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 Act and the rules and regulations made thereunder including other applicable 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 Authority appointed under the Act.

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

SIGNED AND DELIVERED by the within named **Owners** at **Kolkata** in the presence of:

- 1.
- 2.

Please affix photograp hand sign across the photograp h
--

SIGNED AND DELIVERED by the within named **PROMOTER** at

Please affix photograp hand sign across the photograp h
--

Kolkata in the presence of:

- 1.
- 2.

SIGNED AND DELIVERED by the
within named **ALLOTTEE** at **Kolkata**
in the presence of:

- 1.
- 2.

SCHEDULE 'A'
(SAID APARTMENT)

ALL THAT the Apartment being No. [•] admeasuring carpet area [•] sqft more or less, balcony area [•] sqft more or less, saleable area [•] more or less on the [•] floor of the building and along with right to use [•] no. Open mechanical car parking space for parking of [•] no. medium size car as permissible under the applicable law, **TOGETHER WITH** the pro-rata share in the Common Areas **TOGETHER WITH** proportionate share of land corresponding and/or attributable to the said flat to be developed at **ALL THAT** piece and parcel of land containing an area of 49 Cottah, 1 Chittak, 23 Sqft or 3283.91 Sqm in Premises No. 224, Brij East, Kolkata – 700094, Ward – 110, Borough – XI, P.S.

Patuli (formerly Jadavpur), within the municipal limits of Kolkata Municipal Corporation Ward No. 110

OR HOWSOEVER OTHERWISE the same now are or is or heretofore were or was butted, bounded, called, known, numbered, described or distinguished.

SCHEDULE 'B'

(Floor Plan of the Apartment)

SCHEDULE 'C'

PAYMENT PLAN

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

SNo.	TIMELINE	PERCENTAGE
1	On Booking	10%
3	On Sale Agreement	10%
4	On Completion of Piling	10%
5	On Ground Floor Casting	5%
6	On 3 rd Floor Casting	5%
7	On 6 th Floor Casting	5%
8	On 9 th Floor Casting	5%
9	On 12 th Floor Casting	5%
10	On 15 th Floor Casting	5%
11	On 18 th Floor Casting	5%
12	On Roof Casting	5%
13	On Completion of Internal Plaster of Unit	10%
14	On Completion of Flooring of Unit	10%
15	On Possession	10%

	TOTAL	100%

Dated this ____ day of [•], 2023

BETWEEN

... OWNERS

AND

_____.

... PROMOTER

AND

_____.

... ALLOTTEE

AGREEMENT FOR SALE

