

## **AGREEMENT FOR SALE**

**THIS AGREEMENT FOR SALE** is made this \_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_(Two Thousand \_\_\_\_\_).

**BETWEEN**

DUTTA AND SARKAR DEVELOPER (PAN - \_\_\_\_\_) a proprietorship firm having its office at 24(212/1) Durganagar Station Road, P.O. - Rabindranagar, P.S. - Nimta, Kolkata 700065, District North 24 Parganas, West Bengal, India, represented by its Proprietor SRI ANIL DUTTA @ SUNIL DUTTA, (PAN - AIHPD4218N, Aadhaar No. 5320 2643 4139), son of Late Sukhamoy Dutta & Late Ava Rani Dutta, by Nationality - Indian, by religion Hindu, by occupation Business, residing at Lokenath Bhawan, 32 Durganagar Station Road, P.O. Rabindranagar, P.S. Nimta, Kolkata 700065, District North 24 Parganas, West Bengal, India, hereinafter referred to and called as the **DEVELOPER** (which terms or expression shall unless excluded by or repugnant to the context mean and exclude his heirs successors, executors, administrators, legal representatives and assigns) of the **ONE PART.**

**AND**

\_\_\_\_\_, (PAN - \_\_\_\_\_), **Aadhaar Card No.** \_\_\_\_\_, W/O - \_\_\_\_\_, residing at \_\_\_\_\_, by faith - \_\_\_\_\_, by occupation - \_\_\_\_\_, by nationality - Indian, hereinafter called the **PURCHASER** (which terms or expression shall unless excluded by or repugnant to the context mean and exclude her heirs successors, executors, administrators, legal representatives and assigns) of the **OTHER PART.**

**WHEREAS** at all material point of times and all intent of purpose the Sri Sudhan Kumar Dutta, Sri Anil Dutta @ Sunil Dutta & Sri Sushil Kumar Dutta are the absolute owners of the schedule land property and being seize, possess and enjoying the same without any interruption since the date of purchase and paying respective rents and holding taxes regularly in their names to the proper authority concern and they have every right, title, interest and in physical possession over the said property which is free from all

encumbrances.

**AND WHEREAS** the said Land Owners entered into a Registered Development Agreement, vide No. 14148, dated : 23.11.2021, which was registered at D.S.R.-I North 24 Parganas, duly copied in Book No. - I, Volume No. 1501-2021, Pages from 422258 to 422312, for the year 2021 with DUTTA AND SARKAR DEVELOPER.

AND WHEREAS the said Land Owners entered into a Registered Genral Power of Attorney, , vide No. \_\_\_\_\_, dated : \_\_\_\_\_, which was registered at \_\_\_\_\_, duly copied in Book No. - \_\_\_\_\_, Volume No. \_\_\_\_\_, Pages from \_\_\_\_\_ to \_\_\_\_\_, for the year \_\_\_\_\_ over their said plot of land with the said Attorney Holder/ Developer SRI ANIL DUTTA @ SUNIL DUTTA, under certain terms and conditions mentioned therein and he has every right to sell and transfer the same by any means.

**AND WHEREAS** the Purchaser herein has desirous to purchase the aforesaid Unit/Flat being **ALL THAT** the **Flat no.** \_\_\_\_ on the \_\_\_\_ **Floor** containing an area by measurement \_\_\_\_\_ **Square Feet super built up** area be the same a little more or less comprised with **consisting of** \_\_\_\_\_ **Bed Rooms,** \_\_\_\_\_ **Kitchen,** \_\_\_\_\_ **Bathroom,** Floor type - \_\_\_\_\_ of the building known as “\_\_\_\_\_” together with common areas, benefits, facilities, amenities and others thereof together with undivided proportionate share of land at Mouza - Sultanpur, J.L No. - 10, Touzi No. 173, Re.Sa. No. - 148, comprising in R.S. Dag No. 92, corresponding to R.S. Khatian No. 480, within local limits of North Dum Dum Municipality, Ward No. 21, Holding No. 32(211) Durganagar Station Road, under P.S. the then Dum Dum, now Nimta, A.D.S.R.O. - the then Cossipore, Dum Dum now Belgharia, in the District of North 24 Parganas., together with common areas, benefits, facilities, amenities and others thereof together with undivided proportionate share of land thereto morefully and particularly mentioned, described and explained in the

**SCHEDULE-B** hereunder written and/or given which is being a part and parcel of **SCHEDULE-A** hereunder written and/or given free from all sorts of encumbrances, charges, liens and lispendenses any manner whatsoever and the Owner/Vendor herein has agreed to sell, transfer and convey the same to the Purchaser and/or given for a valuable consideration of **Rs.\_\_\_\_\_/- (Rupees \_\_\_\_\_) only .**

**NOW THIS AGREEMENT IS WITNESSETH AS FOLLOWS:**

1. The total price of the said flat shall be of **Rs.\_\_\_\_\_/- (Rupees \_\_\_\_\_) only**

(i) The Total Price above includes the booking amount paid by the Purchaser to the Developer/ Promoter towards the [Apartment/ Plot];

(ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Developer/ Promoter by way of Value Added Tax, Service Tax, GST, CGST, if any as per law, and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Developer/ Promoter) up to the date of handing over the possession of the [Apartment/Plot]:

Provided that in case there is any change / modification in the taxes, the subsequent amount payable by the Purchaser to the Developer/ Promoter shall be increased/reduced based on such change / modification;

(iii) The Developer/ Promoter shall periodically intimate to the Purchaser, the amount payable as stated in (i) above and the Purchaser shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the Developer/ Promoter shall provide to the Purchaser 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 Flat includes: 1) pro rata share in the Common Areas; and 2)\_\_\_\_\_ garage(s)/closed parking(s) as provided in the Agreement.

The Total Price is escalation-free, save and except increases which the Purchaser hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any

other increase in charges which may be levied or imposed by the competent authority from time to time. The Developer/ Promoter undertakes and agrees that while raising a demand on the Purchaser for increase in development charges, cost/charges imposed by the competent authorities, the Developer/ Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Purchaser, which shall only be applicable on subsequent payments.

The Developer/ Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Purchaser by discounting such early payments @\_\_\_\_\_ % per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/ withdrawal, once granted to an Purchaser by the Developer/ Promoter.

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

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

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

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

It is made clear by the Developer/ Promoter and the Purchaser agrees that the Flat along with garage/ closed parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Purchaser. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Purchasers of the Project.

It is understood by the Purchaser that all other areas and i.e. areas and facilities falling outside the Project, namely

\_\_\_\_\_ shall not form a part of the declaration to be filed with the Competent Authority in accordance with the West Bengal Apartment Ownership Act, 1972

The Developer/ Promoter agrees to pay all outgoings before transferring the physical possession of the apartment to the Purchasers, which it has collected from the Purchasers, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Developer/ Promoter fails to pay all or any of the outgoings collected by it from the Purchasers or any liability, mortgage loan and interest thereon before transferring the apartment to the Purchasers, the Developer/ Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

The Purchaser has paid a sum of Rs \_\_\_\_\_, (Rupees \_\_\_\_\_ only) as booking amount being part payment towards the Total Price of the Flat at the time of application the receipt of which the Developer/ Promoter hereby acknowledges and the Purchaser hereby agrees to pay the remaining price of the Flats prescribed in the Payment Plan as may be demanded by the Developer/ Promoter within the time and in the manner specified therein:

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

## **2. MODE OF PAYMENT**

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

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

The Purchaser, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and

Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Developer/ Promoter with such permission, approvals which would enable the Developer/ Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Purchaser understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

The Developer/ Promoter accepts no responsibility in this regard. The Purchaser shall keep the Developer/ Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Purchaser subsequent to the signing of this Agreement, it shall be the sole responsibility of the Purchaser to intimate the same in writing to the Developer/ Promoter immediately and comply with necessary formalities if any under the applicable laws. The Developer/ Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Purchaser and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Developer/ Promoter shall be issuing the payment receipts in favour of the Purchaser only.

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

The Purchaser authorizes the Developer/ 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 Developer/ Promoter may in its sole discretion deem fit and the Purchaser undertakes not to object/demand/direct the Developer/ Promoter to adjust his payments in any manner.

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

Time is of essence for the Developer/ Promoter as well as the Purchaser. The Developer/ Promoter shall abide by the time schedule



for completing the project and handing over the Flat to the Purchaser and the common areas to the association of the Purchasers after receiving the occupancy certificate\* or the completion certificate or both, as the case may be. Similarly, the Purchaser 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 Developer/ Promoter as provided in Schedule C ("Payment Plan").

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

The Purchaser has seen the specifications of the Flat and accepted the Payment Plan, floor plans, layout plans [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Developer/ Promoter. The Developer/ Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications. Subject to the terms in this Agreement, the Developer/ 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 shall not have an option to make any variation /alteration /modification in such plans, other than in the manner provided under the Act, and breach of this term by the Developer/ Promoter shall constitute a material breach of the Agreement.

#### **7. POSSESSION OF THE FLAT**

**Schedule for possession of the said Flat:** The Developer/ Promoter agrees and understands that timely delivery of possession of the Flat is the essence of the Agreement. The Developer/ Promoter, based on the approved plans and specifications, assures to hand over possession of the Flat on \_\_\_\_\_, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Purchaser agrees that the Developer/ Promoter shall be entitled to the extension of time for delivery of possession of the [Apartment/Plot], provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Purchaser agrees and confirms that, in the event it becomes impossible for the Developer/ Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Developer/ Promoter shall refund to the Purchaser the entire amount received by the Developer/ Promoter

from the allotment within 45 days from that date. After refund of the money paid by the Purchaser, Purchaser agrees that he/ she shall not have any rights, claims etc. against the Developer/ Promoter and that the Developer/ Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

**Procedure for taking possession** – The Developer/ Promoter, upon obtaining the occupancy certificate\* from the competent authority shall offer in writing the possession of the Flat, to the Purchaser in terms of this Agreement to be taken within 3 (three months from the date of issue of such notice and the Developer/ Promoter shall give possession of the Flat to the Purchaser. The Developer/ Promoter agrees and undertakes to indemnify the Purchaser in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Developer/ Promoter. The Purchaser agree(s) to pay the maintenance charges as determined by the Developer/ Promoter/association of

Purchasers, as the case may be. The Developer/ Promoter on its behalf shall offer the possession to the Purchaser in writing within

\_\_\_\_\_ days of receiving the occupancy certificate\* of the Project.

**Failure of Purchaser to take Possession of [Apartment/Plot]:**

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

**Possession by the Purchaser** – After obtaining the occupancy certificate\* and handing over physical possession of the Flat to the Purchasers, it shall be the responsibility of the Developer/ Promoter to hand over the necessary documents and plans, including common areas, to the association of the Purchasers or the competent authority, as the case may be, as per the local laws.

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

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

**Compensation –**

The Developer/ Promoter shall compensate the Purchaser in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for compensation under this section shall not be barred by limitation provided under any law for the time being in force. Except for occurrence of a Force Majeure event, if the Developer/ Promoter fails to complete or is unable to give possession of the Flat (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 Developer/ Promoter shall be liable, on demand to the Purchasers, in case the Purchaser wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the [Apartment/Plot], with interest at the rate specified in the Rules within 45 days including compensation in the manner as provided under the Act. Provided that where if the Purchaser does not intend to withdraw from the Project, the Developer/ Promoter shall pay the Purchaser interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the [Apartment/Plot].

**8. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER/ PROMOTER**

The Developer/ Promoter hereby represents and warrants to the Purchaser as follows:

- (i) The [Developer/ Promoter] has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Developer/ Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;

- (iii) There are no encumbrances upon the said Land or the Project;  
[in case there are any encumbrances on the land provide details of such encumbrances including any rights, title, interest and name of party in or over such land]
- (iv) There are no litigations pending before any Court of law with respect to the said Land, Project or the Flat;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Flat are valid and subsisting and have been obtained by following due process of law. Further, the Developer/ Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Flat and common areas;
- (vi) The Developer/ 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 Purchaser created herein, may prejudicially be affected;
- (vii) The Developer/ Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said Flat which will, in any manner, affect the rights of Purchaser under this Agreement;
- (viii) The Developer/ Promoter confirms that the Developer/ Promoter is not restricted in any manner whatsoever from selling the said [Apartment/Plot] to the Purchaser in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Developer/ Promoter shall handover lawful, vacant, peaceful, physical possession of the Flat to the Purchaser and the common areas to the Association of the Purchasers;
- (x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;
- (xi) The Developer/ Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and

taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;

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

(xiii) That the property is not Waqf property.

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

Subject to the Force Majeure clause, the Developer/ Promoter shall be considered under a condition of Default, in the following events:

- (i) Developer/ Promoter fails to provide ready to move in possession of the Flat to the Purchaser within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects;
- (ii) Discontinuance of the Developer/ 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 Developer/ Promoter under the conditions listed above, Purchaser is entitled to the following:

- (i) Stop making further payments to Developer/ Promoter as demanded by the Developer/ Promoter. If the Purchaser stops making payments, the Developer/ Promoter shall correct the situation by completing the construction milestones and only thereafter the Purchaser be required to make the next payment without any penal interest; or
- (ii) The Purchaser shall have the option of terminating the Agreement in which case the Developer/ Promoter shall be liable to refund the entire money paid by the Purchaser 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 a Purchaser does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the Developer/ Promoter, interest at the rate specified in the Rules, for every month of delay till the handing over of the possession of the [Apartment/Plot].

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

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

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

The Developer/ Promoter, on receipt of complete amount of the Price of the Flat under the Agreement from the Purchaser, shall execute a conveyance deed and convey the title of the Flat together with proportionate indivisible share in the Common Areas within 3 (three) months from the issuance of the occupancy certificate\*. However, in case the Purchaser fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Purchaser authorizes the Developer/ 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 Developer/ Promoter is made by the Purchaser. The Purchaser shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/ penalties imposed by the competent authority(ies).

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

The Developer/ Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of the Purchasers. The cost of such maintenance has been included in the Total Price of the [Apartment/Plot].

*[Insert any other clauses in relation to maintenance of project, infrastructure and equipment]*

## **12. DEFECT LIABILITY**

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Developer/ Promoter as per the agreement for sale relating to such development is brought to the notice of the Developer/ Promoter within a period of 5 (five) years by the Purchaser from the date of handing over possession,

it shall be the duty of the Developer/ Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Developer/ Promoter's failure to rectify such defects within such time, the aggrieved Purchasers shall be entitled to receive appropriate compensation in the manner as provided under the Act.

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

The Purchaser hereby agrees to purchase the Flat on the specific understanding that his/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 Purchasers (or the maintenance agency appointed by it) and performance by the Purchaser of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of Purchasers from time to time.

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

The Developer/ Promoter / maintenance agency / association of Purchasers shall have rights of unrestricted access of all Common Areas, garages/closed parking's and parking

spaces for providing necessary maintenance services and the Purchaser agrees to permit the association of Purchasers and/or maintenance agency to enter into the Flat or any part thereof,

after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

**15. USAGE**

**Use of Basement and Service Areas:** The basement(s) and service areas, if any, as located within the

\_\_\_\_\_ (project name), shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Purchaser 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 Purchasers formed by the Purchasers for rendering maintenance services.

**16. GENERAL COMPLIANCE WITH RESPECT TO THE**

**APARTMENT:** Subject to Clause 12 above, the Purchaser shall, after taking possession, be solely responsible to maintain the Flat at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the [Apartment/Plot], or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Flat and keep the [Apartment/Plot], its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized. The Purchaser 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 Purchasers 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 Purchaser shall not store any hazardous or combustible goods in the Flat or place any heavy material in the common passages or staircase of the Building. The Purchaser



shall also not remove any wall, including the outer and load bearing wall of the [Apartment/Plot]. The Purchaser shall plan and distribute its electrical load in conformity with the electrical systems installed by the Developer/ Promoter and thereafter the association of Purchasers and/or maintenance agency appointed by association of Purchasers. The Purchaser 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 PURCHASER**

The Purchaser is entering into this Agreement for the allotment of a Flat with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular. That the Purchaser hereby undertakes that he/she shall comply with and carry out, from time to time after he/she has taken over for occupation and use the said [Apartment/Plot], all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the [Apartment/Plot]/ at his/ her own cost.

**18. ADDITIONAL CONSTRUCTIONS**

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

**19. DEVELOPER/ PROMOTER SHALL NOT MORTGAGE OR CREATE CHARGE**

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

**20. APARTMENT OWNERSHIPACT**

The Developer/ Promoter has assured the Purchasers that the project in its entirety is in accordance with the provisions of the West Bengal Apartment Ownership Act,1972. The Developer/ Promoter

showing compliance of various laws/regulations as applicable in the State of West Bengal.

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

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

#### **22. ENTIRE AGREEMENT**

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

#### **23. RIGHT TO AMEND**

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

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

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent Purchasers of the

[Apartment/Plot], in case of a transfer, as the said obligations go along with the Flat for all intents and purposes.

**25. WAIVER NOT A LIMITATION TO ENFORCE**

The Developer/ Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Purchaser 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 Purchaser that exercise of discretion by the Developer/ Promoter in the case of one Purchaser shall not be construed to be a precedent and /or binding on the Developer/ Promoter to exercise such discretion in the case of other Purchasers.

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

**26. SEVERABILITY**

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

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

Wherever in this Agreement it is stipulated that the Purchaser has to make any payment, in common with other Purchaser(s) in Project, the same shall be the proportion which the carpet area of the Flat bears to the total carpet area of all the [Apartments/Plots] in the Project.

**28. FURTHER ASSURANCES**

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in

additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

**29. PLACE OF EXECUTION**

The execution of this Agreement shall be complete only upon its execution by the Developer/ Promoter through its authorized signatory at the Developer/ Promoter's Office, or at some other place, which may be mutually agreed between the Developer/ Promoter and the Purchaser.

**30. NOTICES**

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

\_\_\_\_\_ Name of Purchaser  
\_\_\_\_\_ (PurchaserAddress) M/s \_\_\_\_\_ Developer/ Promoter  
\_\_\_\_\_ (Developer/ Promoter Address)

It shall be the duty of the Purchaser and the Developer/ 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 Developer/ Promoter or the Purchaser, as the case may be.

**31. JOINTPURCHASERS**

That in case there are Joint Purchasers all communications shall be sent by the Developer/ Promoter to the Purchaser 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 Purchasers.

**32. GOVERNING LAW**

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

### **33. DISPUTE RESOLUTION**

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

#### **:THE SCHEDULE 'A' ABOVE REFERRED TO :**

##### **(The said property)**

**ALL THAT** piece and parcel of undivided Bastu Land measuring about 05 (five) cottah more or less along lying and situated at Mouza - Sultanpur, J.L No. - 10, Touzi No. 173, Re.Sa. No. - 148, comprising in R.S. Dag No. 92, corresponding to R.S. Khatian No. 480, within local limits of North Dum Dum Municipality, Ward No. 21, Holding No. 32(211) Durganagar Station Road, under P.S. the then Dum Dum, now Nimta, A.D.S.R.O. - the then Cossipore, Dum Dum now Belgharia, in the District of North 24 Parganas., which is butted and bounded as follows :-

ON THE NORTH BY :- N.C. Patitundu.

ON THE SOUTH BY :- 22.4' ft. wide Durganagar Station Road.

ON THE EAST BY :- Haren Biswas.

ON THE WEST BY :- P.C. Bhowmick & N.C. Bhowmick.

#### **:THE SCHEDULE "B" ABOVE REFERRED TO :**

##### **(The said Flat)**

**ALL THAT** the **Flat no.** \_\_\_\_ on the \_\_\_\_ **Floor** containing an area by measurement \_\_\_\_\_ **Square Feet super built up** area be the same a little more or less comprised with **consisting of** \_\_\_\_\_ **Bed Rooms,** \_\_\_\_\_ **Kitchen,** \_\_\_\_\_ **Bathroom,** Floor type – \_\_\_\_\_ of the building known as “\_\_\_\_\_” together with common areas, benefits, facilities, amenities and others thereof together with undivided proportionate share of land at Mouza - Sultanpur, J.L No. - 10, Touzi No. 173, Re.Sa. No. - 148, comprising in R.S. Dag No. 92, corresponding to R.S. Khatian No. 480, within local limits of North Dum Dum Municipality, Ward No. 21, Holding No. 32(211) Durganagar Station Road, under P.S. the then Dum Dum, now Nimta, A.D.S.R.O. - the then Cossipore, Dum Dum now Belgharia, in the District of North 24 Parganas., W.B. **TOGETHER WITH** the proportionate share at common area in the said building **TOGETHER WITH** proportionate, undivided and impartible share or interest in the land described in the **SCHEDULE-A** hereinabove.

#### **SCHEDULE 'C' – PAYMENT PLAN BY THE ALLOTTEE**

##### **PAYMENT PLAN**

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

<b>Sl. No.</b>	<b>Total Price</b>	<b>Amount to be paid (in rupees)</b>
1.	On Booking	9%
2.	On execution of Agreement for Sale	11%
3.	On Completion of Foundation	15%
4.	On Completion of 1st Floor Casting	10%
5.	On Completion of 2nd Floor Casting	10%
6.	On Completion of 3 <sup>rd</sup> Floor Casting	10%
7.	On Completion of 4 <sup>th</sup> Floor Casting	10%
8.	On Completion of Roof Casting	10%
9.	On Completion of Flooring of Unit	10%
10.	On Possession of the Unit	5%

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands and seal this the day month and year first above written SIGNED SEALED and DELIVERED at Kolkata in the presence of :-

**WITNESSES:**

1)

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**SIGNATURES OF THE DEVELOPER**

2)

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**SIGNATURE OF THE PURCHASER**

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**Identified by me**

**Advocate**

**Memo of Consideration**

Received from the within named Purchasers a sum of **Rs. \_\_\_\_\_/-**  
**(Rupees \_\_\_\_\_) only** being the entire consideration of the  
Flat in the following manner: -

<b><u>Cheque / Cash</u></b>	<b><u>Date</u></b>	<b><u>Bank / Branch</u></b>	<b><u>Amount (Rs.)</u></b>
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**Total Rs. \_\_\_\_\_/-**  
**(Rupees \_\_\_\_\_) only**

WITNESSES :

1.

2.

\_\_\_\_\_

SIGNATURE OF THE DEVELOPER