

ANNEXURE-A

[See rule 9]

**Agreement for Sale**

This Agreement for Sale (Agreement) executed on this \_\_\_\_\_ (Date)  
day of \_\_\_\_\_(Month) 20\_\_,

**BETWEEN**

**SMT. KIRAN KOHLI**, (PAN-AKVPK9686R) [Contact No. 9820783590], wife  
of Sri Shailendra Kohli, aged about 61 Years, by occupation – Housewife,  
by religion – Hindu, by Nationality – INDIAN, residing at 1703 Ajmer Aeon,  
B Wing – Bhakti Park, Wadala East, VTC : Mumbai, Police Station – Wadala  
Truck Terminal, Post Office – Antop Hill, District – Mumbai City, Pin –  
400037, Maharashtra, **AND Sri RAJEEV KUMAR KHOSLA**, (PAN-  
AEQPK9289R) [Contact No. 9831432433], Son of Late, Sri Sushil Kumar  
Khosla, aged about 66 Years, by occupation – Businesss, by religion –  
Hindu, by Nationality – INDIAN, residing at 228/B, Rashbehari Avenue,  
Ballugunge, Police Station – Gariahat, Post Office - Ballygunge, Kolkata –

M/S. SANJIB PODDER  
  
Proprietor

700019, **AND SMT. SANGEETA KHOSLA**, (PAN-AGOPK7272Q), [Contact No. 9830134779], wife of Sri Sanjeev Kumar Khosla, aged about 59 Years, by occupation – Housewife, by religion – Hindu, by Nationality – INDIAN, residing at 228/B, Rashbehari Avenue, Ballygunge, Police Station – Gariahat, Post Office - Ballygunge, Kolkata – 700019, **AND SMT. RADHIKA KHOSLA**, (PAN-AGOPK3532F) [Contact No. 9830086466], wife of Sri Vijay Kumar Khosla, aged about 51 Years, by occupation – Teacher, ALL are by religion – Hindu, by Nationality – INDIAN, and residing at Flat 202, (2<sup>nd</sup> Floor) 72/3B/1, R.K. Chatterjee Road, Police Station and Post Office - Kasba, Kolkata – 700042, District – Kolkata, represented by his Constituted Attorney **“SRI. SANJIB PODDER”** (PAN – AFTPP4576N), (Contact No. 9830088827), son of Sri. Sukhendra Lal Podder, by religion – Hindu, By Occupation – Business, Residing at P-57, Sector-B, Metropolitan Co-Operative Housing Society Ltd. Kolkata-700105, District – 24 Parganas (South), hereinafter called and referred to as the **“OWNER/VENDOR”**, (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and included his respective heirs, executors, successors, legal representative, administrative, and/or assigns) of the **“ONE PART”**.

**AND**

**M/S. SANJIB PODDER.”** having it’s Office at P-59, Sector-A, Metropolitan Co-Operative Housing Society Ltd. Kolkata – 700 105, represented by its PROPREITOR, (1) **SRI. SANJIB PODDER**, (PAN – AFTPP4576N), (Contact No. 9830088827), Son of Late Sukhendra Lal Podder, by Faith – Hindu, by Occupation – Business, residing at P-57,

Sector-B, Metropolitan Co-Operative Housing Society Ltd. Kolkata – 700 105, hereinafter called and referred to as the “**DEVELOPER**”, (which terms or expressions shall unless excluded by or repugnant to the context shall mean include her heirs, administrators, executors, representatives and assigns) of the “**SCEOND PART**”.

**A N D**

**Mr./Mrs.** ....., (PAN – .....), , son of ....., **Mrs.** ....., (PAN – .....), wife of ....., both by faith – Hindu, by occupation – Business, by Nationality – Indian, residing at ....., hereinafter jointly and collectively called and referred to as the “**PURCHASER**” (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include its heirs, executors, legal representatives, administrators, and/or assigns) of the **THIRD PART**.

**DEFINITIONS:**

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

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

**WHEREAS :**

- A. The Vendor/Owner for the purpose of development of the said property entered into a Development Agreement on 16/08/2021 with the Developer for construction of multi - storied building in the said property and the said Development Agreement has been registered in the office of the **A.D.S.R. Sealdah, South 24 Parganas (West Bengal)**, and recorded in **Book No. – I, Volume No. – 1606-2021, Pages from 117753 to 117800, Being No. – 160602869 for the year 2021** and in connection with said Development Agreement dated 16/08/2021 also a Development Power of Attorney was executed and registered on 16/08/2021 and the said Power of Attorney has been registered in the office of the **A.D.S.R. Sealdah, South 24 Parganas (West Bengal)**, and recorded in **Book No. – I, Volume No. – 1606-2021, Pages from 115503 to 115532, Being No. – 160602888 for the year 2021**, in favour of the Developer, and the Developer has been empowered to sell the Developer's allocation by the Owner.
- B. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land on which Project to be constructed have been completed;
- C. The K.M.C has granted the commencement certificate to develop the project vide approval dated 30.08.2022 bearing registration No. \_\_\_\_\_.
- D. The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the apartment, plot or building, as the case may be from Kolkata Municipal Corporation. The Promoter agrees and undertakes that

it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable;

- E. The Promoter has registered the Project under the provisions of the Act with the West Bengal Real Estate Regulatory Authority at \_\_\_\_\_ on \_\_\_\_\_ under registration No. \_\_\_\_\_.
- F. The Purchaser had applied for an self Contained Residential Flat and Garage in the Project vide application No. \_\_\_\_\_ dated \_\_\_\_\_ and has been allotted apartment No. \_\_\_\_\_ having carpet area of \_\_\_\_\_ square feet, type, on floor in [tower/block/building] No. \_\_\_\_\_ (“Building”) along with garage/covered parking No. \_\_\_\_\_ admeasuring \_\_\_\_\_ square feet in the Ground Floor, as permissible under the applicable law and of pro rata share in the common areas (“Common Areas”) as defined under clause (m) of Section 2 of the Act (hereinafter referred to as the “Apartment” more particularly described in Schedule-A and the floor plan or the apartment is annexed hereto and marked as Schedule-B) and as permissible under the applicable law and of pro rata share in the common areas (“**Common Areas**”) as defined under clause (m) of Section 2 of the Act (hereinafter referred to as the “**Entire Property**” more particularly described in **Schedule A**);
- G. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- H. The Parties hereby confirm that they are signing the Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;
- I. 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;

- J. 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 Purchaser hereby agrees to purchase the self Contained Residential Flat and the garage/covered parking (if applicable) 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 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Purchaser and the Purchaser hereby agrees to purchase the self Contained Residential Flat as specified in paragraph G.

1.2 The Total Price for the Self Contained Residential Flat and Garage based on the carpet area is Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) ("**Total Price**") (Give break up and description) :

Block/Building/Tower No. _____ Apartment No. _____ Type _____ Floor _____	Rate of Apartment per square feet *
Total Price (in rupees)	

\*Provide breakup of the amounts such as cost of apartment, cost of exclusive balcony or verandah areas, cost of exclusive open

terrace areas, proportionate cost of common areas, preferential location charges, taxes, maintenance charges as per paragraph II etc, if/as applicable.

[AND] [if/as applicable]

Garage/Covered Parking-1	Price for 1
Garage/Covered Parking-2	Price for 2
Total price (in rupees)	

[OR]

Plot No. _____ Type _____ Total Price of Rupees	Rate of plot per square feet*

\*Provide breakup of the amounts such as cost of plot, proportionate cost of common areas, taxes, maintenance charges as per paragraph II etc., if/as applicable.

[AND] [if/as applicable]

Garage/Covered Parking-1	Price for 1
Garage/Covered Parking-2	Price for 2
Total price (in rupees)	

**Explanation :**

- (i) The Total Price above includes the booking amount paid by the Purchaser to the Promoter towards the Self Contained Residential Flat and Garage;
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of G.S.T. and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) up to the date of handing over the

possession of the apartment/plot to the Purchaser and the project to the association of Purchaser or the competent authority, as the case may be, after obtaining the completion certificate;

Provided that in case there is any change/modification in the taxes, the subsequent amount payable by the Purchaser 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 project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be changed from the Purchaser;

- (iii) The Promoter shall periodically intimate in writing to the Purchaser, the amount payable as stated in (i) above and the Purchaser shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the 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 Self Contained Residential Flat and Garage includes price of recovery or land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per para II etc. and includes cost for providing all other facilities,



amenities and specifications to be provided within the Self Contained Residential Flat and Garage and the Project.

- 1.3 The Total Price is escalation-free, save and except increases which the Purchaser hereby appears 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 Purchaser for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Purchaser, 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 per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority as per the Act, the same shall not be charged from the Purchaser,
- 1.4 The Purchaser shall make the payment as per the payment plan set out in **Schedule C (“Payment Plan”)**.
- 1.5 The 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 or rebate shall not be subject to any revision/withdrawal, once granted to an Purchaser by the Promoter.
- 1.6 It is agreed that the Promoter shall not make any additions or alterations in the sanctioned plans, layout plans and

specifications and the nature of fixtures, fittings and amenities described in Schedule 'D' and Schedule 'E' (which shall be in conformity with the advertisement, prospectus etc. on the basis of which sale is effected) in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Purchaser as per the provisions of the Act.

Provided that the 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.

1.7 [Applicable in case of an apartment] The Promoter shall confirm to 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 Promoter. If there is reduction in the carpet area then the Promoter shall refund the excess money paid by the Purchaser within forty five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Purchaser. If there is any increase in the carpet area, which is not more than three percent if the carpet area of the apartment, allotted to Purchaser, the Promoter may demand that from the Purchaser as per the next milestone of the Payment Plan as provided in Schedule C. All these monetary adjustments shall be made at the same rate per square feet as agreed in para 1.2 of the Agreement.

1.8 Subject to para 9.3 the Promoter agrees and acknowledges, the Purchaser shall have the right to the Self Contained Residential Flat as mentioned below :

- (i) The Purchaser shall have exclusive ownership of the Self Contained Residential Flat;
  - (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. It is clarified that the Promoter shall hand over the common areas to the association if Purchaser after duly obtaining the completion certificate from the competent authority as provided in the Act.
  - (iii) That the completion of the price of the Self Contained Residential 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, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Self Contained Residential Flat and Garage and the Project;
  - (iv) The Purchaser has the right to visit the project site to assess the extent of development of the project and his apartment/plot, as the case may be.
- 1.9 It is made clear by the Promoter and the Purchaser agrees that the Self Contained Residential Flat and Garage along

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

1.10 The Promoter agrees to pay all outgoings before transferring the physical possession of the apartment to the Purchaser, which it has collected from the Purchaser, 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 facilities 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 Purchaser or any liability, mortgage loan and interest thereon before transferring the apartment to the Purchaser, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.

1.11 The Purchaser has paid a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) as booking amount being part payment towards the Total Price of the Self Contained Residential Flat and Garage at the time of application the

receipt of which the Promoter hereby acknowledges and the Purchaser hereby agrees to pay the remaining price of the Self Contained Residential Flat and Garage as prescribed in the Payment Plan [Schedule C] as may be demanded by the Promoter within the time and in the manner specified therein : Provided that if the Purchaser delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules.

2. **MODE OF PAYMENT :**

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

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

3.1 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, 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 fulfil its obligations under the Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory

enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The 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 may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable from time to time.

- 3.2 The Promoter accepts to accepts no responsibility in regard to matters specified in para 3.1 above. The Purchaser shall keep the 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 Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittance 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 Promoter shall be issuing the payment receipts in favour of the Purchaser only.

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

The Purchaser authorizes the Promoter to adjust appropriate all payments made by him/her name and the Purchaser undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

5. **TIME IS ESSENCE :**

The Promoter shall abide by the time schedule for completing the project as disclosed at the time of registration of the project with the Authority and towards handing over the Self Contained Residential Flat and Garage to the Purchaser and the common areas to the association of Purchasers or the competent authority, as the case may be.

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

The Purchaser has seen the proposed layout plans, specifications, amenities and facilities of the Self Contained Residential Flat and Garage and accepted the floor plan, payment plan and the specifications, amenities and facilities [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities, subject to the terms of this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the \_\_\_\_\_ [Please insert the relevant State laws] and shall not have an option to make any variation/alteration/modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

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

7.1 Schedule for possession of the said Self Contained Residential Flat and Garage – The Promoter agrees and understands that timely delivery of possession of the Self Contained Residential Flat and Garage to the Purchaser and the common areas to the association of Purchaser or

the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to hand over possession of the Self Contained Residential Flat and Garage along with ready and complete common areas with all specifications, amenities and facilities of the Project in place 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 condition then the Purchaser agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Self Contained Residential Flat and Garage.

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 Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Purchaser the entire amount received by the Promoter from the allotment within 45 days from that date. The Promoter shall intimate the Purchaser about such termination at least thirty days prior to such termination. After refund of the money paid by the Purchaser, the Purchaser agrees that he/she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2 **Procedure for taking possession** – The Promoter, upon obtaining the occupancy certificate\* from the competent



authority, shall offer in writing the possession of the Self Contained Residential Flat and Garage, to the Purchaser in terms of this Agreement to be taken within two months from the date of issue of occupancy certificate [Provided that, in the absence of local law, the conveyance deed in favour of the Purchaser shall be carried out by the Promoter within 3 months from the date of issue of occupancy certificate]. The 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 Promoter. The Purchaser, after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/association of Purchaser, as the case may be after the issuance of the completion certificate for the project. The promoter shall hand over the occupancy certificate of the Self Contained Residential Flat and Garage, as the case may be, to the Purchaser at the time of conveyance of the same.

- 7.3 Failure of Purchaser to take Possession of [Self Contained Residential Flat and Garage]** – Upon receiving a written intimation from the Promoter as per para 7.2, the Purchaser shall take possession of the Self Contained Residential Flat and Garage 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 Self Contained Residential Flat and Garage to the Purchaser. In case the Purchaser fails to take possession within the time provided in para 7.2 such Purchaser shall continue to be liable to pay maintenance charges as specified in para 7.2.

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

[Provided that, in the absence of any local law, the Promoter shall hand over the necessary documents and plans, including common areas, to the association of Purchaser or the competent authority, as the case may be, within thirty days after obtaining the completion certificate].

7.5 **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 Promoter, the 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 Promoter to the Purchaser within 45 days of such cancellation.

7.6 **Compensation** :The Promoter shall compensate the Purchaser in case of any loss caused by 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 interest and compensation under this provision 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 Self Contained Residential Flat and Garage (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 7.1; or (ii) due to discontinuance of 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 Purchaser, 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 Self Contained Residential Flat and Garage, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within forty-five days of it becoming due;

Provided that where if the Purchaser does not intend to withdraw from the Project, the Promoter shall pay the Purchaser interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the Self Contained Residential Flat and Garage which shall be paid by the Promoter to the Purchaser within forty-five days of it becoming due.

**8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:**

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

- (i) The Promoter has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual,

- physical and legal possession of the said Land for the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Project;
  - (iii) There are no encumbrances upon the said Land or the Project;
  - (iv) There are no litigations pending before any Court of Law or Authority with respect to the said Land, Project or the Self Contained Residential Flat and Garage;
  - (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Self Contained Residential Flat and Garage 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 relation to the Project, said Land, Building and Self Contained Residential Flat and Garage and common areas;
  - (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing whereby the right, title and interest of the Purchaser created herein, may prejudicially be affected;
  - (vii) The promoter has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the said Land including the Project and the said Self Contained Residential Flat and Garage which will, in any manner, affect the rights of Purchaser under this Agreement;
  - (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Self

Contained Residential Flat and Garage to the Purchaser 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 Self Contained Residential Flat and Garage to the Purchaser and the common areas to the association of Purchasers or the competent authority, as the case may be ;
- (x) The Schedule Property is not the subject matter of any HUF and no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;
- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the Competent Authority till the completion certificate has been issued and possession of apartment, plot or building, as the case may be, along with common areas (equipped with all specifications, amenities and, facilities) has been handed over to the Purchaser and the association of Purchasers or the competent authority, as the case may be;
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project.

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

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

- (i) Promoter fails to provide ready to move in possession of the Self Contained Residential Flat and Garage to the Purchaser within the time period specified in para 7.1 or fails to complete the project within the stipulated time disclosed at the time of registration of the project with the Authority. For the purpose of this para 'ready to moved in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respect including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be has been issued by the competent authority;
- (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.

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

- (i) Stop making further payments to Promoter as demanded by the Promoter. If the Purchaser stops making payments the Promoter shall correct the situation by completing the construction milestones and only thereafter the Purchaser be required to make the next payment without any interest; or
- (ii) The Purchaser shall have the option of terminating the Agreement in which case the 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 prescribed in the Rules within forty-five days of receiving the termination notice;

Provided that where an Purchaser does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the Promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Self Contained Residential Flat and Garage, which shall be paid by the Promoter to the Purchaser within forty-five days of it becoming due.

9.3 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 payment for consecutive demands made by the 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 Promoter on the unpaid amount at the rate prescribed 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 Promoter in this regard, the Promoter may cancel the allotment of the Self Contained Residential Flat and Garage in favour of the Purchaser and refund the money paid to him by the Purchaser by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated;

Provided that the Promoter shall intimate the Purchaser about such termination at least thirty days prior to such termination.

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

The Promoter, on receipt of Total Price of the Self Contained Residential Flat and Garage as per para 1.2 under the Agreement from the Purchaser, shall execute a conveyance deed and convey the title of the Self Contained Residential Flat and Garage together with proportionate indivisible share in the Common Areas within 3 months from the date of issuance of the occupancy certificate\* and the completion certificate, as the case may be, to the Purchaser;

[Provided that, in the absence of local law, the conveyance deed in favour of the Purchaser shall be carried out by the promoter within 3 months from the date of issue of occupancy certificate].

However, in case the Purchaser fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Purchaser 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 Purchaser.

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 Purchasers upon the issuance of the completion certificate of the project. The cost of such maintenance has been included in the Total Price of the Self Contained Residential Flat and Garage.



12. **DEFECT LIABILITY :**

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Purchaser 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 Purchasers shall be entitled to receive appropriate compensation in the manner as provided under the Act.

13. **RIGHT TO ENTER THE APARTMENT FOR REPAIRS :**

The Promoter /maintenance agency/association of Purchasers shall have rights of unrestricted access of all Common Areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Purchaser agrees to to permit the association of Purchasers and/or maintenance agency to enter into the Self Contained Residential Flat and Garage 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.

14. **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 room, 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.

15. **COMPLIANCE WITH RESPECT TO THE APARTMENT :**

15.1 Subject to para 12 above, the Purchaser shall, after taking possession, be solely responsible to maintain the Self Contained Residential Flat and Garage 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 Self Contained Residential Flat and Garage, 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 Self Contained Residential Flat and Garage and keep the Entire Building, 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.

15.2 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 façade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Purchasers shall also not change the colourscheme 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 Self Contained Residential Flat and Garage 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 Self Contained Residential Flat and Garage.

15.3 The Purchaser shall plan and distribute its electrical load in conformity with the electrical systems installed by the 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.

16. **COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES :**

The Parties are entering into this Agreement for the allotment of a Self Contained Residential Flat and Garage with the full knowledge of all laws, rules, regulations, notifications applicable to the project.

17. **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 provided in the Act.

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

After the Promoter executes this Agreement he shall not mortgage or create a charge on the Self Contained Residential Flat and Garage 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 Self Contained Residential Flat and Garage.

19. **APARTMENT OWNERSHIP ACT (OR THE RELEVANT STATE ACT) :**

The Promoter has assured the Purchasers that the project in its entirety is in accordance with the provisions of the \_\_\_\_\_.

*[Please insert the name of the Apartment Ownership Act].* The Promoter showing compliance of various laws/regulations as applicable in \_\_\_\_\_.

20. **BINDING EFFECT :**

Forwarding this Agreement to the Purchaser by the Promoter does not create a binding obligation on the part of the 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 (specify the address of the Sub-Registrar) as and when intimated by the Promoter. If the Purchaser(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser 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 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.

21. **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.

22. **RIGHT TO AMEND :**

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

23. **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 Self Contained Residential Flat and Garage and the Project shall equally be applicable to and enforceable against and by way of subsequent Purchasers of the Self Contained Residential Flat and Garage, in case of a transfer, as the said obligations go along with the Self Contained Residential Flat and Garage for all intents and purposes.

24. **WAIVER NOT A LIMITATION TO ENFORCE :**

24.1 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 Purchaser in not making payments as per the Payment Plan [Annexure C] 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 Promoter in the case of one Purchaser shall not be construed to be a precedent and/or binding on the Promoter to exercise such discretion in the case of other Purchasers.

24.2 Failure on the part of the Parties to enforce at anytime 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.

25. **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.

26. **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 Self Contained Residential Flat and Garage bears to the total carpet area of all the self contained residential Flat and Garage in the Project.

27. **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.

28. **PLACE OF EXECUTION :**

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

29. **NOTICES :**

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

\_\_\_\_\_ (Name of the Purchaser)

\_\_\_\_\_ (Purchaser Address)

**M/S. SANJIB PODDER** having its Office at P-59, Sector-A, Metropolitan Co-Operative Housing Society Ltd. Kolkata – 700 105, represented by its PROPRIETOR, (1) **SRI. SANJIB PODDER**, (PAN – **AFTPP4576N**), (Contact No. 9830088827), Son of Late Sukhendra Lal Podder, by Faith – Hindu, by Occupation – Business, residing at P-57, Sector-B, Metropolitan Co-Operative Housing Society Ltd. Kolkata – 700 105. It shall be the duty of the Purchaser 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 Purchaser, as the case may be.

30. **JOINT PURCHASERS :**

That in case there are Joint Purchasers all communications shall be sent by the 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 to properly served on all the Purchasers.

31. **SAVINGS :**

Any application letter, allotment Letter, agreement, or any other document signed by the Purchaser in respect of the apartment, plot or building, as the case may be, prior to the execution and registration of this Agreement for Sale for such apartment, plot or building, as the case may be, shall not be construed to limit the rights and interests of the Purchaser under the Agreement for Sale or under the Act or the rules or the regulations made thereunder.

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 under the Arbitration and Conciliation Act, 1996.

**Disclosure:** There are no other terms and conditions as per the contractual understanding between the parties and are not in derogation of or inconsistent with the terms and conditions set out above or the Act and the Rules and Regulations made thereunder.

**IN WITNESS WHEREOF** parties hereinabove named have set their respective hands and signed this Agreement for Sale at \_\_\_\_\_ (city/town name) in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHINNAMED

Purchaser (including joint buyers)

(1) Signatgure \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_

Please affix  
photographs  
and sign across  
the photograph

(2) Signatgure \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_

Please affix  
photographs  
and sign across  
the photograph

## SIGNED AND DELIVERED BY THE WITHIN NAMED

Promoter

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

Name \_\_\_\_\_

Address \_\_\_\_\_

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

Name \_\_\_\_\_

Address \_\_\_\_\_

SCHEDULE 'A'

**ALL THAT** piece and parcel of Bastu land measuring more or less 4 (four) Cottahs with G+IV storied Proposed building standing thereon Being Premises No. **A/P-82/B, Canal South Road**, in Sector – B of the Township of Metropolitan Co-operative Housing Society Limited, (**KMC Assessee No.- 140570210166**), Police Station – Pragati Maidan (formerly Tiljala), Ward No. – 57, Kolkata – 700105, A.D.S.R. Sealdah, District 24 Parganas (South) A.D.S.R. Sealdah, in Touzi No. 173, 1298/2833, J.L. No. 2, Mouza Dhapa Nimakpoktan, R.S. No. 236, C.S. Khatian No. 654, 609 & 612, Revisional settlement Khanda Khatian Nos. 407, 408, 352, and 353, District Survey Settlement Khatian Nos.- 2, 21, & 43, corresponding to the entire R.S. Dag Nos. 248, 186, 187, 167, 87, 31, & 209, Dag No. 201, 140, 87, 209, & 141, and all easement and appurtenances thereto, which is butted and bounded as follows :-

**ON THE NORTH** : By Plot No.- 81, in Sector – “B”,

**ON THE SOUTH** : By 30’ – 0” feet wide Road,

**ON THE EAST** : By Plot No. – 73 in Sector – “B”

**ON THE WEST** : By 25’ – 0” feet wide Road.

SCHEDULE 'B' ALL THAT the said Flat No. “ ” at \_\_ Floor, \_\_\_\_\_

facing [flooring – vitrified tiles] comprising 02(two) Bed

Rooms, 1(one) Living cum Dining Room, 1-Kitchen, 1-(One) Toilet, 1-(One) WC and 01 (one) Verandah measuring \_ \_ \_ \_ Sq.ft. (Carpet Area) more or less constructed at premises being No.- A/P-82/B, Canal South Road, in Sector – B of the Township of Metropolitan Co-operative Housing Society Limited, (KMC Assessee No.- 140570210166), Police Station – Pragati Maidan (formerly Tiljala), Ward No. – 57, Kolkata – 700105 in the project “82/B, Metropoliton” as per enclosed layout/plan of the said flat.

**SCHEDULE ‘C’** Booking Amount: 20% of Total Price

The Schedule of payment of balance 80% payable by the Purchaser to the Promoter/ Builder / Developer as per work progress, by following way.

1. 10% after completion of plinth work	_____	<b>Rs.</b>
2. 10% after completion of Gr. floor roof casting	_____	<b>Rs.</b>
3. 10% after completion of 1 <sup>st</sup> floor roof casting	_____	<b>Rs.</b>
4. 10% after completion of 2 <sup>nd</sup> floor roof casting	_____	<b>Rs.</b>
5. 10% after completion of 3 <sup>rd</sup> floor roof casting	_____	<b>Rs.</b>
6. 8% after completion of 1 <sup>st</sup> floor Brick works	_____	<b>Rs.</b>
7. 8% after completion of 2 <sup>nd</sup> floor Brick works	_____	<b>Rs.</b>
8. 8% after completion of 3 <sup>rd</sup> floor Brick works	_____	<b>Rs.</b>
9. 8% after completion of inside plaster, inside plumbing, Door frame fixing.	_____	<b>Rs.</b>
10. 8% after completion of flooring (Vitrified tiles) Inside electric fittings and outside plaster	_____	<b>Rs.</b>
11. 10% on possession and registration	_____	<b>Rs.</b>
	<b>Total</b>	<b>Rs.</b>

**SCHEDULE ‘D’**

**(COMMON AREA)**

- 1) Land underneath the building.
- 2) Stair case on all floors.
- 3) Stair case landing of all floors.
- 4) Lift and lift room of the building
- 5) Terrace of the building including chilakatha room.
- 6) Water pump, underground and overhead water tank, water pipes and other plumbing installations.
- 7) Electrical wiring, meters and fitting (excluding those as are installed for any particular flat), common electric meter box.
- 8) Drainage and sewerage.

- 9) Main gate of the building and the passage for entrance and exit of the ground floor and four sides open space of the building.
- 10) Four sides common passage of the Ground floor of the building.

- SCHEDULE 'E'
1. The expenses of maintaining, repairing, re-decorating and renewing the main structure and in particular the drainage system, sewerage system, rain water discharge arrangement, water, electricity supply system to all common areas mentioned in Schedule "C" hereinbefore.
  2. The expenses of repairing, maintaining, white washing and colour washing the main structure, outer side walls and common areas of the building and the roof of the building.
  3. The cost of maintaining, cleaning and lighting the entrance of building, the passage and space around the building, lobby, stair-cases and other common areas and pump, etc.
  4. Salaries of Durwan, if any and other expenses for maintaining the said building.
  5. Corporation taxes, for common area, water taxes, insurance premium and other taxes and outgoing whatsoever as may be applicable and/or payable on account of the said premises.
  6. Such other expenses as may be necessary for or incidental to the maintenance and up keeping the premises and the common areas and amenities.

[The 'Schedules' to this Agreement for Sale shall be as agreed to between the Parties]

\*or such other certificate by whatever name called issued by entire competent authority.

M/S. SANJIB PODDER  
  
 Proprietor