

**AGREEMENT FOR SALE**

This agreement for sale executed on this day of  
Twenty Three (2023).

Two Thousand

**BY AND BETWEEN**

(1) **JITEN COMMERCIAL PRIVATE LIMITED, (PAN- AAACJ7335G),**(2) **KRISTON MERCHANTS PRIVATE LIMITED, (PAN- AABCK2317G),**(3) **RAJWADA DEVELOPERS PRIVATE LIMITED, (PAN - AAECR6254Q),** all three companies registered under the Companies Act, 1956, all having their registered office at 26, MahamayaMandir Road, P.S. Sonarpur, P.O. Garia, Kolkata- 700 084, duly represented by its Authorized Signatory namely **BIKASH AGARWAL** by virtue of Board Resolution dated 27.01.2016, (4) **SRI PARVEEN AGARWAL (PAN - AGPPA1802M),** son of Late Rajendra Kumar Agarwal, by occupation- Business, (5) **SMT. SARALA AGARWAL, (PAN - ACXPA0964A),** wife of Late Rajendra Kumar Agarwal, by occupation- Business, (6) **SRI RAJKUMAR AGARWAL, (PAN- AHAPA8485A),** son of Late Rajendra Kumar Agarwal, by occupation - Business, No. 4 to 6 are represented by their Constituted Attorney and for self (7) **SRI BIKASH AGARWAL, (PAN- AHAPA8484B),** son of Late Rajendra Kumar Agarwal, by occupation-Business, by virtue of a General Power of Attorney which was duly registered on 29/01/2015 before the office of the A.D.S.R. at Garia and recorded in its Book No. IV, CD. Volume No. 1, Pages from 217 to 226, Being No. 00019 for the year 2015, No. 4-7 are residing at 26, MahamayaMandir Road, P.S. Sonarpur, P.O. Garia, Kolkata- 700 084, (8) **MR. HASMUKH PAREKH (PAN AFTPP2385R) , (AADHAAR NO. 842477855582),** son of Late Shantilal Parekh, (9) **MR. MEHUL PAREKH** alias **MR. MEHUL JAYSUKH PAREKH (PAN AIDPP5714F) (AADHAAR NO. 833003113118),** son of Late Jaysukh Parekh,and (10) **MR. NIKHIL PAREKH (PAN AKJPP5964B) (AADHAAR NO. 555951301540) ,** son of Hasmukh Parekh, all by Nationality – Indian, all by Occupation – Business, all by Religion – Hindu , **8 and 10**

presently residing at 3A, Upper Wood Street, Police Station – Shakespeare Sarani, Kolkata – 700017, West Bengal, and **9** residing at 5/1, Russel Street. Police Station – Shakespeare Sarani, Kolkata – 700071, West Bengal, **No. 8 to 10** duly represented by their constituted Attorney **M/S. RAJWADA DEVELOPER, (PAN – AARFR9646N)**, a Partnership Firm having its registered office at 26, MahamayaMandir Road, Mahamayatala, Garia, P.S. Sonarpur, Kolkata - 700084, District – South 24 Parganas, West Bengal, represented by its authorized signatory said **No.(7) SRI BIKASH AGARWAL (PAN- AHAPA8484B)**, son of Late Rajendra Kumar Agarwal, by virtue of a Development Power of Attorney which was registered on 19.03.2021 in the office of the A.D.S.R. Garia, South 24 Parganas, recorded in Book No. I, Volume No. 1629-2021, Page from 91222 to 91250, Being No. 162902350 for the year 2021, hereinafter called and referred to as the “**OWNERS/VENDORS**” (which term and expression shall unless excluded by or repugnant to the subject and context be deemed to mean and include their respective heirs, executors, successors-in-office, legal representatives, administrators and assigns) of the **FIRST PART.**

**AND**

**M/S. RAJWADA DEVELOPER, (PAN- AARFR9646N)**, a Partnership Firm having its registered office at 26, Mahamaya Mandir Road, Mahamayatala, Post Office - Garia, Police Station - Narendrapur formerly Sonarpur, Kolkata - 700 084, District - 24 Parganas (South), duly represented by its Partners namely, **(1) SRI PARVEEN AGARWAL, (PAN- AGPPA1802M), (AADHAR-683800972303)(2) SRI BIKASH AGARWAL, (PAN- AHAPA8484B), (AADHAR-272383408531) and (3) SRI RAJ KUMAR AGARWAL,(PAN-AHAPA8485A)**, all are sons of Late Rajendra Kumar Agarwal, all are by Occupation- Business, all are by Religion - Hindu, all are by

Nationality - Indian, all presently residing at 26, Mahamaya Mandir Road, Mahamayatala, Garia, Police Station- Sonarpur, Kolkata- 700 084, the Partner Nos.1 and 3 i.e. **SRI PARVEEN AGARWAL** and **SRI RAJ KUMAR AGARWAL** represented by their Constituted Attorney the **Partner No.2, SRI BIKASH AGARWAL**, by virtue of a General Power of Attorney which was registered on 03.08.2015 before the office of the A.D.S.R. at Garia and recorded in its Book No. IV, CD. Volume No. 1629 – 2015, Pages from 1590 to 1601, Being No. 162900297 for the year 2015, hereinafter referred to as the **“PROMOTER/DEVELOPER”** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their respective heirs, executors and administrators of the last surviving partner and his /their assigns) of the **SECOND PART**.

**AND**

**MR./MRS./MS..... (PAN - .....)** (**AADHAR NO -.....**),son/ daughter/ wife of ....., by occupation- ....., by faith- ....., by nationality – Indian, residing at ....., Post Office – ....., Police Station- ....., West Bengal -....., hereinafter called and referred to as the **“ALLOTEE”** (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include his/ her/ their respective heirs executors, administrators, legal representatives and assigns) of the **THIRD PART**.

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

**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 (16 of 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) **“Regulation”** means the regulations made under the Real Estate (Regulation and Development) Act, 2016;
- d) **“Section”** means a section of the Act.

**Whereas:**

**A. MR. HASMUKH PAREKH, MR. JAYSUKH PAREKH, MR. MEHUL PAREKH, MR. NIKHIL PAREKH, SMT. SARALA AGARWAL, SRI PARVEEN AGARWAL, SRI BIKASH AGARWAL, SRI RAJKUMAR AGARWAL, JITEN COMMERCIAL PRIVATE LIMITED, KRISTON MERCHANTS PRIVATE LIMITED, RAJWADA DEVELOPERS PRIVATE LIMITED,** are the absolute and lawful joint owners of **ALL THAT** piece and parcel of land measuring more or less **43 Cottah 13 Chittaks 32 Sq. ft.** lying and situate at Mouza- BarhansFartabad, J.L. No. 47, R.S. 7, Touzi No. 109, Pargana - Medanmallah, Holding No. 933, Uttar – PurbaFartabad, Ward No. 28 of Rajpur-Sonarpur Municipality, P.S. Sonarpur, and District South 24-Parganas comprised in the following way :

R.S. Dag No.	R.S. Khatian No.	Nature	Area
3171	152	Bastu	06 Cottah 10 Chittaks 21 Sq. ft.

3173	152	Bastu	09 Cottah 10 Chittaks 39 Sq. ft.
3174	153	Bastu	05 Cottah 08 Chittaks 09 Sq. ft.
3175	492	Bastu	02 cottah-00 chittak-00 sqft
3176	419	Bastu	01 Cottah 14 Chittaks
3177	604	Bastu	01 Cottah 03 Chittaks 16 Sq. ft.
3178	491	Bastu	02 Cottah 13 Chittaks
3182	492	Bastu	05 Cottah 10 Chittaks 11 Sq. ft.
3184	604	Bastu	03 Cottah 15 Chittaks 40 Sq. ft.
3185	263	Bastu	01 Cottah 05 Chittaks 28 Sq. ft.
3186	419	Bastu	01 Cottah 06 Chittaks 18 Sq. ft.
3187	422	Bastu	01 Cottah 11 Chittaks 30 Sq. ft.
<b>TOTAL</b>	<b>=</b>		<b>43 Cottah 13 Chittak 32 Sq. ft.</b>

The said **MR. HASMUKH PAREKH, MR. JAYSUKH PAREKH, MR. MEHUL PAREKH, MR. NIKHIL PAREKH** and said **JITEN COMMERCIAL PRIVATE LIMITED, KRISTON MERCHANTS PRIVATE LIMITED, RAJWADA DEVELOPERS PRIVATE LIMITED, SMT. SARALA AGARWAL, SRI PARVEEN AGARWAL, SRI BIKASH AGARWAL, SRI RAJKUMAR AGARWAL** amalgamated their aforesaid property into a single plot/holding and the said land measuring more or less **43 Cottah 13 Chittaks 32 Sq. ft.** by physical measurement **42**

**Cottah 18 Sq. ft.** lying and situate at Mouza- BarhansFartabad, J.L. No. 47, comprised in R.S. Dag Nos. 3171, 3173, 3174, 3175, 3176, 3177, 3178, 3182, 3184, 3185, 3186, 3187 appertaining to R.S. Khatian Nos. 152, 153, 492, 419, 604, 491, 263, 422 within the limits of the Rajpur-Sonarpur Municipality being known and numbered as Holding No. 933, Uttar PurbaFartabad, under P.S. Sonarpur, District South 24-Parganas by virtue of two Deeds of Conveyance bearing Deed No. 4340/14 and 4341/14 both of which were duly registered on 11/06/2014 before the office of the D.S.R. – IV, South 24 Parganas, recorded in its Book No. I, CD Volume No. 24, Pages from 2964 to 2981 and 3043 to 3063 for the year 2014 respectively.

**MR. HASMUKH PAREKH, MR. JAYSUKH PAREKH, MR. MEHUL PAREKH, MR. NIKHIL PAREKH** entered into an Agreement for Development with **M/S. RAJWADA DEVELOPER** (the Developer herein) to develop their said property of an area of **06 Cottah 08 Chittaks 10 Sq.ft.**, comprised in R.S. Dag Nos. 3178, 3186, 3175 & 3182 appertaining to R.S. Khatian Nos. 491, 419 & 492 under P.S. Sonarpur, District South 24-Parganas and the said Development Agreement was duly registered on 02/04/2015 before the office of the D.S.R.- IV at Alipore and recorded in its Book No. I, CD Volume No. 10, Pages from 5793 to 5821, Being No. 03011 for the year 2015. They also executed and registered a Development Power of Attorney unto and in favour of **M/S. RAJWADA DEVELOPER**, the Developer herein, which was duly registered on 12/09/2016 before the office of the A D.S.R.-at Garia and recorded in its Book No. I, Volume No. 1629-2016, Pages from 65642 to 65663, Being No. 03071 for the year 2016. As per the said Development Agreement, Power of Attorney and a Supplementary Agreement **M/S. RAJWADA DEVELOPER**, the Developer herein, decided to develop **02 Cottah 12 Chittaks 10 Sq. ft** of land out of the said **06 Cottah 08 Chittaks 10 Sq.ft.** of land

comprised in R.S. Dag Nos. 3178, 3186, 3175 & 3182 appertaining to R.S. Khatian Nos. 491, 419 & 492 under P.S. Sonarpur, District South 24-Parganas.

**The said JITEN COMMERCIAL PRIVATE LIMITED, KRISTON MERCHANTS PRIVATE LIMITED, RAJWADA DEVELOPERS PRIVATE LIMITED, SMT. SARALA AGARWAL, SRI PARVEEN AGARWAL, SRI BIKASH AGARWAL, SRI RAJKUMAR AGARWAL** decided to construct multi storied building on their aforesaid land of **41 Cottah 01 chittak 22 Sq. ft.** and to fulfill their desire they entered into a Development Agreement with said **M/S. RAJWADA DEVELOPER**, the Developer herein vide Joint Venture Agreement which was duly registered on 28/12/2015 before the office of the A.D.S.R.- Garia recorded in its Book No. I, Volume No. 1629 - 2016, Pages from 181 to 234, being No. 162904190 for the year 2015. The said project is butted and bounded as follows:-

**ON THE NORTH :** 15' wide Municipal Road

**ON THE SOUTH :** R.S. Dag no - 3180 and 3183

**ON THE EAST :** R.S. Dag no – 3150

**ON THE WEST :** Part of R.S. Dag No. – 3518

B. The said land is earmarked for the purpose of building a residential project comprising of one Towers of G+7 storied buildings and the said project shall be known as “**RAJWADA ALTITUDE**”;

C. The Promoter/Developer is fully competent to enter into this agreement and all the legal formalities with respect to the right, title and interest of the Promoter/Developer regarding the said land on which project Rajwada Altitude Tower – 2 has already been completed.



- D. The Promoter/Developer has obtained the final layout plan, sanction plan, specifications and approvals for the project and also for the apartment, plot or building, as the case may be from Rajpur-Sonarpur Municipality vide **sanction plan No. 83/Rev/CB/28/02** dated **20-09-2021**. The Promoter/Developer 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 Rajpur-Sonarpur Municipality has granted the commencement certificate to develop the project vide approval **bearing registration No. 83/Rev/CB/28/02** dated **20-09-2021**;
- F. The Promoter/Developer has registered the project under the provisions of the Act with the West Bengal Real Estate Regulatory Authority at Kolkata on ..... under registration no. **RERA.....**
- G. The Allottee had applied for an apartment in the project vide application no. .... dated .....and has been allotted apartment no. ....having carpet area of .....square feet (..... square feet Super Built up Area), “.....” type, on the .....**floor** along with one covered car parking in **Block no. 2**, of (“**RAJWADA ALTITUDE**”), as permissible under the applicable law and of pro rata share in the common areas(“Common Areas”) as defined under clause(n) of section 2 of the Act(hereinafter referred to as the “Apartment” more particularly described in Schedule A and the floor plan of the apartment is annexed hereto and marked as Schedule B);
- H. The parties have gone through all the terms and conditions set out in this agreement and understood the mutual rights and obligations detailed herein;

- I. The parties hereby confirm that they are signing this agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the project;
- J. 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;
- K. In accordance with the terms and conditions set out in this agreement and as mutually agreed upon by and between the parties, the Promoter/Developer hereby agrees to sell and the allottee hereby agrees to purchase the Apartment as specified in para 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/Developer agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Apartment as specified in para G.

1.2 The Total price for the Apartment on the carpet area is **Rs. ....../-(Rupees) only exclusive of the (Transformer & Generator Installation, Legal, Amenities Facilities and Maintenance, Fire) Charges exclusive of the GST (as applicable) to be paid by the Allottee:**

Block No.	
Apartment No.	
Type	
Floor	
Apartment/Flat Carpet Area	<b>Sq.ft.</b>
Apartment/Flat Super Built-up Area	<b>Sq.ft.</b>
Rate of apartment per square feet of Carpet Area:	<b>Rs. /-</b>
Apartment price:	<b>Rs. /-</b>
One covered parking price:	<b>Rs. /-</b>
Total price for the Apartment & one covered parking exclusive of the (Transformer & Generator Installation, Legal, Amenities and Maintenance, Fire) Charges & GST (as applicable) to be paid by the Allottee:	<b>Rs. /- (Rupees ) only</b>

**Explanation:**

(i) The Total price above includes the Booking Amount amounting to **Rs...../- (Rupees .....only)** excluding GST paid by the Allottee to the Promoter/Developer towards the Apartment;

(ii) The total price above includes taxes (consisting of tax paid or payable by the Promoter/Developer by way of GST and CESS or any other similar taxes which may be levied, in connection with the construction of the project payable by the Promoter/Developer, by whatever name called) up to the date of handing over the possession of the apartment/plot to the allottee and the project to the association of allottee or the competent authority, as the case may be, after

completion of the project and/or after obtaining the completion certificate;

Provided that in case there is any change/modification in the taxes, the subsequent amount payable by the Allottee to the Promoter/Developer 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, 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 Allottee;

(iii) The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. In Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;

(iv) The Total Price of Apartment includes recovery of price of land, Construction of the Apartment, internal development charges, cost of providing electric wiring, and water line, plumbing, to the apartment finishing with paint, marbles, tiles, doors, windows, and all other facilities, and specification to be provided within the Apartment, fire detection and firefighting equipment, includes development charges for providing all other facilities, amenities and specification to be provided within the common areas of the Project as mentioned in the Schedule “**F**” except the charges for transformer and generator

installation, amenities and legal facilities and maintenance as per para 27.10.

1.3. The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter/Developer undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter/Developer shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. 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 Allottee.

1.4. The Allottee(s) shall make the payment as per the payment plan set out in **Schedule 'D' ("Payment Plan")**.

1.5. It is agreed that the Promoter/Developer shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature fixtures, fittings and amenities describe herein at **Schedule 'E'** and **Schedule 'F'** (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 Allottee as per the provisions of the Act.

Provided that the Promoter/Developer may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.

1.6. The Promoter/Developer shall confirm to the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter/Developer, If there is reduction in the carpet area then the Promoter/Developer shall refund the excess money paid by the Allottee within 45 days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the apartment allotted to Allottee, the Promoter/Developer may demand that from the Allottee as per the next milestone of the Payment Plan as provided in **Schedule 'D'**. All these monetary adjustments shall be made at the same rate per square feet as agreed in para 1.2 of this Agreement.

1.7 Subject to para 8.3 the Promoter/Developer agrees and acknowledges, the Allottee shall have the right to the Apartment as mentioned below:

- (i) The Allottee shall have exclusive ownership of the Apartment.
- (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share interest of Allottee in the

Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter/Developer shall handover the common area to the association of Allottee after duly obtaining the completion certificate from the competent authority as provided in the Act;

- (iii) That the computation of the price of the Apartment 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 electrical wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and fire fighting in the common areas, maintenance charges etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project.
- (iv) The Allottee has the right to visit the project site to assess the extent of development of the project and his Apartment, as the case may be.

1.8 It is made clear by the Promoter and the Allottee agrees that the Apartment 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 any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is

clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottee of the Project.

1.9. The Promoter agrees to pay all outgoings before transferring the physical possession of the apartment to the Allottee which it has collected from the Allottee for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions which are related to the project but excluding the GST). If the Promoter/Developer fails to pay all or any of the outgoings collected by it from the Allottee or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottee, the Promoter/Developer 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.

1.10. If the Vendors/Developer in future purchase/develop adjacent to the said land and amalgamate the same for construction of another phases or blocks and for such construction the common entrance road as well as common facilities is to be used for free access to the new Phase/Block in that event the Purchaser/s or Allottee/s of the apartment shall have no right to claim or demand whatsoever and also shall not raise any objection for the same whatsoever and if the Purchaser/s or Allottee/s of the apartment and anybody claiming through or under him, that shall be null and void and inoperative before all courts of law and Allottee/s also execute NOC in affidavit as



may be required by the competent authority of Rajpur-Sonarapur Municipality or any authority whatsoever.

If the Vendors/Developer in future purchase/develop adjacent land to the said land and amalgamate the same for construction of another phases or blocks then the Purchaser/s or Allottee/s shall not raise any objection with regard to the amalgamation and easementary rights attached thereto and for obtaining holding number and Sanction Plan for construction of another phases or blocks and if the Purchaser/s or Allottee/s of the apartment and anybody claiming through or under him, that shall be null and void and inoperative before all courts of law.

The Purchaser/s or Allottee/s of all the blocks of all the holdings shall enjoy all the common facilities and amenities in the premises such as Lift, Gymnasium, Children's Park, Games Room, Swimming pool, which are intended for common use in the said Premises.

The Purchaser/s or Allottee/s shall also sign No Objection Certificate for amalgamation and easementary rights and for obtaining holding number and Sanction Plan for construction of another phases or blocks.

1.10 The Promoter agrees to pay all outgoings before transferring the physical possession of the apartment to the Allottees which it has collected from the Allottees for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions which are related to the project but

excluding the GST). If the Promoter/Developer fails to pay all or any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottees, the Promoter/Developer 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 Allottee have paid a sum of **Rs...../- (Rupees ..... only)** and **GST (as applicable)** being the partial payment of the Booking Amount amounting to **Rs...../- (Rupees ..... only)** as booking amount being part payment towards the Total Price of the Apartment at the time of application the receipt of which the Promoter/Developer hereby acknowledges and the Allottee hereby agree to pay the remaining price of the Apartment as prescribed in the Payment Plan [**Schedule "D"**] as may be demanded by the Promoter/Developer within the time and in the manner specified therein: Provided that if the allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules.

## **2. MODE OF PAYMENT:**

Subject to the terms of the Agreement and the Promoter/Developer abiding by the construction milestone, the Allottee shall make all payments, on written demand by the Promoter/Developer 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 **M/S. RAJWADA DEVELOPER** Payable at Kolkata.

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

4. The Allottee authorizes the Promoter/Developer to adjust appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the allottee against the Apartment, if any, in his/her name and the Allottee undertakes not to object/demand/direct the Promoter/Developer to adjust his payments in any manner.

**5. TIME IS ESSENCE:**

The Promoter/Developer 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 Apartment to the Allottee and the common areas to the association of all allottee or the competent authority, as the case may be.

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

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Apartment 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/Developer. The Promoter/Developer shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities, subject to the terms in this Agreement, the

Promoter/Developer 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 West Municipal Act, 1993 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/Developer shall constitute a material breach of the Agreement.

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

**7.1. Schedule for possession of the said Apartment-**The Promoter agrees and understands that timely delivery of possession of the Apartment to the Allottee and the common areas to the association of Allottees or the competent authority, as the case may be, is the essence of the Agreement. The Promoter/Developer assures to hand over possession of the Apartment along with ready and complete common areas with all specifications, amenities and facilities of the project in place on....., and 9 months grace period unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions, then the Allottee agrees that the Promoter/Developer shall be entitled to the extension of time for delivery of possession of the Apartment.

Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible

for the Promoter/Developer to implement the project due to Force Majure conditions, then this allotment shall stand terminated and the Promoter/Developer shall refund to the Allottee the entire amount received by the Promoter/Developer from the allotment within 45 days from that date. The Promoter/Developer shall intimate the Allottee about such termination at least thirty days prior to such termination. After refund of money paid by the Allottee, the Allottee agrees that the/she have any rights, claims etc. against the Promoter/Developer and that the Promoter/Developer shall be released and discharged from all its obligations and liabilities under this Agreement.

**7.2. Procedure for taking possession**—The Promoter/Developer, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the Apartment to the Allottee, in terms of this Agreement to be taken within 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 allottee shall be carried out by the Promoter/Developer within 3 months from the date of issue of occupancy certificate]. The Promoter/Developer agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, and documentation on part of the Promoter/Developer. The Allottee, after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/Developer /Association of allottee, as the case may be after the issuance of the completion certificate for the Project. The Promoter/Developer shall handover the occupancy certificate of the Apartment, as the case may be, to the allottee at the time of conveyance of the same.

**7.3. Failure of Allottee to take Possession of Apartment**—Upon receiving a written intimation from the Promoter/Developer as per para 6.2., the Allottee shall take possession of the Apartment from the Promoter/Developer by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoter/Developers shall give possession of the Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in para 6.2, such Allottee shall continue to be liable to pay maintenance charges as specified in para 6.2.

**6.4 Possession by the Allottee**- After obtaining the occupancy certificate and handing over physical possession of the Apartment to the Allottee, it shall be the responsibility of the Promote to handover necessary documents and plans, including common areas to the Association of Allottee or the competent authority, as per case may be, as per the local laws;

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

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

Provided that where the Allottee propose to cancel/withdraw from the project without any fault of the Promoter/Developer, the Promoter/Developer herein is entitled to forfeit the 10% of the total consideration of the said unit i.e., amounting to **Rs. ....../-**

**(Rupees .....)** **only** and also GST (as applicable) accrued thereupon. The balance amount of money paid by the allottee shall be returned by the Promoter/Developer to the allottee within 45 days of such cancellation.

**6.6 Compensation**—The Promoter/Developer shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for 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/Developer fails to complete or unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 6.1; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act, or for any other reason, the Promoter/Developer shall be liable, on demand to the Allottee, in case the Allottee wishes to withdraw from the Project without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within 45 days of it becoming due;

Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter/Developer shall pay the Allottee, interest at the *rate* prescribed in the Rules for every month of delay, till the handing over of the possession of the Apartment which shall be paid by the Promoter/Developer to the Allottee within 45 days of it becoming due.

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

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

- (i) The Promoter/Developer 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/Developer has lawful rights and requisite approvals from the competent Authorities to carryout development of the Project;
- (iii) There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the Apartment;
- (iv) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter/Developer has been and shall, at all times remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Apartment and common areas;
- (v) The Promoter/Developer has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vi) The Promoter/Developer has not entered into any agreement for



sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the said Land including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;

- (vii) The Promoter/Developer confirms that the Promoter/Developer is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;
- (viii) At the time of execution of the conveyance deed the Promoter/Developer shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee and the common areas to the association of allottee or the competent authority, as the case maybe;
- (ix) The Schedule Property 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;
- (x) The Promoter/Developer 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 respire to the said project to the competent authorities 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 the specifications. Amenities and facilities) has been handed over to the Allottee and the association of Allottee or the competent authority, as the case

may be;

- (xi) 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/Developer in respect of the said Land and/or the Project.
- (xii) There are no encumbrances upon the said Land or the Project.
- (xiii) That the property is not wakf property.

## **8. EVENTS OF DEFAULTS AND CONSEQUENCES:**

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

- (i) Promoter/Developer fails to provide ready to move in possession of the Apartment to the Allottee 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 move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects 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/Developer's business as a developer on account of suspension or revocation of his registration under the permissions of the Act or the rules or regulations made thereunder.

8.2. In case of Default by Promoter/Developer under the conditions listed above, Allottee is entitled to the following :

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

(ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter/Developer shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the apartment, along with interest at the rate prescribed in the Rules within forty-five days of receiving the termination notice;

Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the Promoter/Developer, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Apartment, which shall be paid by the Promoter/Developer to the allottee within forty-five days of it becoming due.

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

(i) In case the Allottee fails to make payments for demands made by

the Promoter/Developer as per the Payment Plan annexed hereto, within 15 days from the date of the demand notice there shall be a grace period of 5 days and despite that if the Allottee fails to make payments within the said grace period in that regard the allottee shall be liable to pay interest to the Promoter/Developer on the unpaid amount at the rate of interest per annum as prescribed in the Rules;

- (ii) In case of Default by Allottee under the condition listed above continues for two consecutive times according to the Payment Plan mention in **[Schedule 'D']** after notice from the Promoter/Developer in this regard, the Promoter/Developer may cancel the allotment of the Apartment in favour of the Allottee and refund the money paid to him by the allottee by deducting the Booking Amount amounting to **Rs...../- (Rupees ..... only)** and GST **(as applicable)** accrued thereupon and the interest liabilities and this Agreement shall thereupon stand terminated;

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

#### **9. CONVEYANCE OF THE SAID APARTMENT:**

The Promoter/Developer, on receipt of Total Price of the Apartment as per para 1.2 under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Apartment 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 Allottee:

[Provided that, in the absence of local law, the conveyance deed in favour of the allottee shall be carried out by the Promoter/Developer within 3 months from the date of issue of occupancy certificate]. However, in case the Allottee fails to deposit the stamp duty and registration charges within the period mentioned in the notice, the Allottee authorizes the Promoter/Developer to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Promoter/Developer is made by the Allottee.

**10. MAINTENANCE OF THE SAID BUILDING / APARTMENT / PROJECT:**

The Promoter/Developer shall be responsible to provide, maintain essential services in the Project till the taking over of the maintenance of the project by the association of Allottee upon the issuance of the completion certificate of the project. The cost of such maintenance has been included in the Total Price of the apartment.

**XI. 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/Developer as per the agreement for sale relating to such development is brought to the notice of the Promoter/Developer within a period of 5 (Five) years by the Allottee from the date of handing over possession, it shall be the duty of the Promoter/Developer to rectify such defects without further charge., within 30 (thirty) days, and in the event of

Promoter/Developer's failure to rectify such defects within such time, the aggrieved Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act.

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

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

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

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

**14. USAGE:**

Use of Service Areas: The basement(s) and service area, if any, as located within the (Rajwada Altitude), 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 to uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces and the same shall be reserved for use by the association of allottee for rendering maintenance services.

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

15.1. Subject to para 10 above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensuring that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

15.2. The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board/name-plate, neon light, publicity material or advertisement material etc. on the face façade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottee, shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall including the outer and load bearing wall of the Apartment.

15.3. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter/Developer and thereafter the association of allottee and / or maintenance agency appointed by association of allottee. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions and the allottee shall not raise any objection and create any obstruction whatsoever if the Promoter/Developer in future purchases the land adjacent to the said Property and amalgamate the same for construction of another phase or block and for such construction the common entrance road is to be used for free access to the New Phase/Block.

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



The Parties are entering into this Agreement for the allotment of a Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the project.

17. **ADDITIONAL CONSTRUCTIONS:**

The Promoter/Developer 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/DEVELOPER SHALL NOT MORTGAGE OR CREATE CHARGE:**

After the Promoter/Developer executes this Agreement, they shall not mortgage or create a charge on the Apartment and it is hereby agreed by and between the Parties herein, that if any such mortgage or charge or project finance loan is made or created for the entire Project or part of the Project in future for a short period then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge project finance loan shall not affect the right and interest of the Allottee who has taken or agreed to take such Apartment.

19. **APARTMENT OWNERSHIP ACT:**

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

20. **BINDING EFFECT:**

Forwarding this Agreement to the Allottee by the Promoter/Developer does not create a binding obligation on the part of the Promoter/Developer or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the Additional District Sub-Registrar Sonarpur or D.S.R. – IV at Alipore, South-24 Parganas, as and when intimated by the Promoter/Developer, then the Promoter/Developer shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith excluding the Booking Amount amounting to **Rs. ....../- (Rupees .....)** only and GST (as applicable) accrued thereupon shall be returned to the Allottee 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 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 ALLOTTEE/ SUBSEQUENT ALLOTTEE:**

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Apartment and the Project shall equally be applicable to and enforceable against and by any subsequent Allottee of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

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

24.1. The Promoter/Developer may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan [**Schedule 'D'**] including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter/Developer in the case of one Allottee shall not be construed to be a precedent and/or binding on the Promoter/Developer to exercise such discretion in the case of other Allottee.

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

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 the applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably in consistent with the purpose of this Agreement and to the extent necessary to confirm to Act or the Rules and Regulations made there under or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the some shall be the proportion which the carpet area of the Apartment bears to the total carpet area of all the apartments in the Projects.

27. **BOTH THE PARTIES DO HEREBY MUTUALLY AGREE NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT:**

27.1 That from the date of possession, the Allottee/shave to pay electricity charges consumed by her on the basis of per unit commercial rate of W.B.S.E.D.C.L., till the transformers and personal meter arrives. The Vendor/Promoter shall only apply for the transformer/s and any proneness towards delay in the installation and/or unit fitting of the transformer by the appropriate authority for the per say project, will not fall on the

developers as their liability. The individual units will be applied by builder's electrician but the security deposit has to be borne by the Allottee/s.

It is pertinent to mention here that, in case of surge and/or increase in the pre-quoted appraisal/pricing of the transformer/s prior to the date of possession, the extra increased cost, after execution of this instant Agreement for Sale, shall be incurred equally by and between all the Allottee/s and/or by the Association of Allottee/s for all the units in the project and the respective Purchaser/s or Allottee/s of all the blocks of all the holdings shall treat and enjoy it as one of the common amenity in the premises.

- 27.2 That the time of possession every plumbing and electrical fittings of the flat is to be thoroughly checked by the consumer since after possession if any electrical fittings is broken or any plumbing damage is found the *Developer* will not attend such complaints else any civil or major fault is visible.
- 27.3 That the *Developer/Promoter* is keeping the right for installation of TV Antenna, Wifi-antenna (except Mobile tower) on the roof of the building at a limited place.
- 27.4 That the *Developer/Promoter* is also constructing **G+VII** storied building consisting of several residential flats of different area and size and also car parking space in the adjacent land and the flat owners of the all the plots will enjoy the common facilities and amenities morefully described in the **Schedule – F** and all the flat owners of the all plots shall bear the common expenses and maintenance charges proportionately.

- 27.5 That it is also hereby agreed by and between the parties that the possession will be given for respective flat of Block 2 but Completion Certificate will be provided in due course of time after taking the same from the competent authority of the Rajpur-Sonarpur Municipality.
- 27.6 That the Allottee/s shall pay to the developer **Rs..... /-(..... Only)** as transformer and generator installation charges, **Rs. .... /- (..... only)** for legal charges, **Rs..... /-(..... Only)** for Club Facilities Charges, **Rs..... /- (.....only)** for maintenance charges and **Rs..... /- (Forty Thousand only)** for Fire charges.
- 27.7 That outside grill is a part of elevation and hence if the allottee wish to put any grill then she should do it through the Promoter only to keep it symmetric with other flat owners and nobody is allowed to put any box grill without being mutually discussed and if it does not have any effect on the elevation. The colour of grill should also be symmetric.
- 27.7 That if the Allottee damage the outside plaster or colour during their own works then they should take initiative and repair the same.
- 27.8 That the Demand letter at different stage will be send to the allottee through email which will also be considered as official demand letter.

- 27.9 That the Developer/Promoter is keeping the right for installation of any company's logo on the roof of the building at a limited place.
- 27.10 That after delivery of the proposed flat to the Allottee, by the *Developer/Promoter*, the Allottee shall bear the common expenses such maintenance of the building plumbing sweeper security and fuel charges etc., Proportionately with other Co-owners of the building @ Rs. 2/- per Sq. ft., to the *Developer/Promoter* till the formation of the Ownership Association. Starting from the date of intimation of possession and registration of Deed of conveyance of the said flat whichever is earlier. The developer will collect maintenance for the first year at the time of intimation of possession & execute the maintenance for that period.
- 27.11 That the Allottee shall pay all taxes, land revenue and outgoings in respect of the said apartment from the date of intimation of possession and registration of the Deed of Conveyance whichever is earlier with other flat owners proportionately, to the said Developer till the formation of the flat Ownership Associations.
- 27.12 That the Purchaser have gone through the title Deed of Property together with all other papers of this Property and after being satisfied with the title of the Property the Purchaser have agreed to enter into this agreement with the Owner/Vendor and Developer.
- 27.13 That the Developer reserves the right to allot for consideration, exclusive car parking rights at the Ground Floor Level and also Surface Parking in the limited common areas if any, on the spaces

left open after construction of the Apartment Buildings/ Blocks to the Purchaser or to the other owners, who specifically apply for the same and who have been allotted such space by the Developer and the Purchaser shall not have any right to object to such allotment. The Purchaser or such other allottee shall not have the right to put up any construction or enclose the same or alter the nature of use thereof.

Any unsold/unallotted car parking shall belong to the Developer, and the Developer shall have full rights on such unsold/unallotted car parking and can be used by them as thought fit at their discretion.

The Developer shall allot and mark the car parking on ground; no changes to the car parking already allotted at specified locations will be made. The Purchaser shall be entitled to park their cars only in their respective earmarked car parking area.

27.14 That the Purchaser/s shall not be entitled to claim any right or title over the remaining portion of the car parking area except the car park area exclusively earmarked/allotted to the Purchaser/s;

27.15 That the Allottee/s shall be liable to pay all Extra Development charges as mentioned in the payment plan under "Schedule D" within 07 (seven) days prior to the registration of Deed of Conveyance or delivery of possession of said Unit whichever is earlier.

27.16 That it is also hereby agreed by and between the parties that the Central Court/Garden will be handed over to the Allottees along with or after the final or overall completion of project.

27.17 It is hereby agreed by and between the parties that if any of the



flats remain unsold from the developers allocation for the period of 5 years after obtaining completion certificate then the developer shall be bound to pay the maintenance of the said unsold flats after the expiry of the said 5 years.

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

29. **PLACE OF EXECUTION:**

The execution of this Agreement shall be completed only upon its execution by the Promoter/Developer through its authorized signatory and the Allottee at the Promoter/Developer's Office. After the Agreement is duly executed by the Allottee and the Promoter/Developer or simultaneously with the execution the said Agreement shall be registered at the office of the Additional Sub-Registrar at Sonarpur or D.S.R. – IV at Alipore South-24 Parganas as mutually agreed by and between the Parties herein.

30. **NOTICES:**

That all the notice to be served on the Allottee and the Promoter/Developer as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter/Developer by Registered Post at their respective

address Specified below:

**ALLOTTEE NAME** – .....

**ALLOTTEE ADDRESS** - ....., District -  
....., Post Office- ....., Police Station-  
....., West Bengal - .....

**PROMOTER/DEVELOPER NAME - M/S. RAJWADA  
DEVELOPER**

**PROMOTER/DEVELOPER ADDRESS** - 26, Mahamaya Mandir  
Road, Mahamayatala, Post Office-Garia, Police Station-  
Sonarpur, Kolkata- 700 084, District- 24 Parganas (South), West  
Bengal .

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

30. **JOINT ALLOTTEE:**

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

31. **SAVINGS:**

Any application letter, allotment Letter, Agreement, or any other document signed by the allottee 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, as the case may be, shall not be construed to limit the rights interests of the allottee under the Agreement for Sale or Sale or under the Act or the rules or the regulations made thereunder.

**32. GOVERNING LAW:**

That the rights and obligation 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 there under 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 condition of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall settled amicably by mutual discussion failing which the same shall be settled under the Arbitration and Conciliation Act, 1996, including its statutory modifications and re-enactment that shall be referred to any two arbitrators each to be engaged or appointed by each party and their decision shall be binding upon both the parties herein.

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

**SIGNED AND DELIVERED BY THE WITHIN NAMED:**

**SIGNED AND DELIVERED BY THE WITHIN NAMED:**

Allottee/s:

Signature :.....

Name - **MRS.** .....

Address - .....,Post Office - .....,

Police Station - ....., District -  
....., West Bengal - .....

Please affix  
Photographs  
and Sign  
across the  
photograph

Allottee/s:

Signature :.....

Name - **MRS.** .....

Address - .....,Post Office - .....,

Police Station - ....., District -  
....., West Bengal - .....

Please affix  
Photographs  
and Sign  
across the  
photograph

**SIGNED AND DELIVERD BY THE WITHIN NAMED**

**Promoter/Developer:**

**Signature**.....

Name-**M/S.RAJWADA DEVELOPER**

Address - 26, Mahamaya Mandir Road, Mahamayatala, Post Office-  
Garia, Police Station-Sonarpur, Kolkata- 700 084,District-  
24Parganas(South), West Bengal.

Please affix  
Photographs  
and Sign across  
the photograph

**At .....on.....in the presence of:**

**WITNESSES:**

**(1) Signature**.....

**Name**.....

**Address**.....

(2)Signature.....

Name.....

Address.....

**FIRST SCHEDULE****(Description of the land)**

**ALL THAT** piece and parcel of Bastu land measuring more or less **43 Cottah 13 Chittaks 32 Sq. ft.** lying and situate at Mouza- Barhans Fartabad, J.L. No. 47, R.S. 7, Touzi No. 109, Pargana - Medanmallah, Holding No. 933, Uttar -Purba Fartabad, Ward No. 28 of Rajpur-Sonarpur Municipality, P.S. Sonarpur, Kolkata-700084, District South 24-Parganas comprised in the following way :

R.S. Dag No.	R.S. Khatian No.	Nature	Area
3171	152	Bastu	06 Cottah 10 Chittaks 21 Sq. ft.
3173	152	Bastu	09 Cottah 10 Chittaks 39 Sq. ft.
3174	153	Bastu	05 Cottah 08 Chittaks 09 Sq. ft.
3175	492	Bastu	02 cottah-00 chittak-00 sqft
3176	419	Bastu	01 Cottah 14 Chittaks
3177	604	Bastu	01 Cottah 03 Chittaks 16 Sq. ft.
3178	491	Bastu	02 Cottah 13 Chittaks
3182	492	Bastu	05 Cottah 10 Chittaks 11 Sq. ft.
3184	604	Bastu	03 Cottah 15 Chittaks 40 Sq. ft.
3185	263	Bastu	01 Cottah 05 Chittaks 28 Sq. ft.
3186	419	Bastu	01 Cottah 06 Chittaks 18 Sq. ft.

3187	422	Bastu	01 Cottah 11 Chittaks 30 Sq. ft.
<b>TOTAL</b>	=		<b>43 Cottah 13 Chittak 32 Sq. ft.</b>

- ON THE NORTH** : 15' wide Municipal Road  
**ON THE SOUTH** : R.S. Dag no - 3180 and 3183  
**ON THE EAST** : R.S. Dag no - 3150  
**ON THE WEST** : Part of R.S. Dag No. - 3518

The name of the said proposed building project above is known, called and named "**RAJWADA ALTITUDE**".

## **SECOND SCHEDULE**

### **(Description of the Said Flat and Car Parking Space)**

**ALL THAT Flat No. "....."** measuring about ..... **Sq.ft. being Carpet area** including Balcony (..... **Sq.ft. being Super Built-up area**) on the .....side of the .....**Floor** of the said **G+VII** storied building consisting of ..... Bed rooms, ,..... Dining, ..... Drawing room, .....Toilet, ..... W.C., ..... Kitchen and ..... Veranda in **Block -2**, along with car parking space of the Housing Complex named and styled as "**RAJWADA ALTITUTED**" also together with proportionate undivided share of land and all common rights and common service and expenses and also fixtures and fittings, electrical installation mentioned in the Fourth Schedule hereunder written and the Flat & parking is being erected as per the Building **sanction plan no. 83/Rev/CB/28/02** dated **20-09-2021** sanctioned by the Rajpur-Sonarpur Municipality, on the Said Property situated and lying at

Mouza- Barhans Fartabad, J.L. No. 47, R.S. 7, Touzi No. 109, Pargana - Medanmallah, Holding No. 933, Uttar -Purba Fartabad, Ward No. 28 of Rajpur- Sonarpur Municipality, P.S. Sonarpur, Kolkata-700084, District South 24-Parganas, West Bengal.

**SCHEDULE 'C' – FLOOR PLAN OF THE APARTMENT**  
**(ATTACHED HERETO)**

**SCHEDULE 'D'**

**(Payment Plan)**

<b>NO.</b>	<b>PAYMENT DESCRIPTION</b>	<b>Total price for the Apartment &amp; car parking space exclusive of the GST (as applicable) to be paid by the Allottee</b>
<b>A</b>	<b>Booking Amount</b>	<b>10%</b>
<b>B</b>	<b>At The Time Of Agreement</b>	<b>10%</b>
<b>C</b>	<b>Foundation</b>	<b>15%</b>
<b>D</b>	<b>1<sup>st</sup> Floor Casting</b>	<b>10%</b>
<b>E</b>	<b>3<sup>rd</sup> Floor Casting</b>	<b>15%</b>
<b>F</b>	<b>5<sup>th</sup> Floor Casting</b>	<b>15%</b>
<b>G</b>	<b>7<sup>th</sup> Floor Casting</b>	<b>15%</b>
<b>H</b>	<b>Brick Work</b>	<b>5%</b>
<b>I</b>	<b>Possession</b>	<b>5%</b>
<b>TOTAL</b>		<b>100%</b>

**BEFORE REGISTRY**

The Purchaser shall pay the following amounts in respect of the (Transformer & Generator Installation, Legal, Amenities, Maintenance & Fire) Charges excluding GST (as applicable) to be paid by the Allottee to the Developer before the execution and registration of the Deed of Conveyance in respect of the Said Flat:

<b>NO.</b>	<b>PAYMENT DESCRIPTION</b>	<b>(Transformer &amp; Generator Installation, Legal, Amenities, Maintenance, Fire) CHARGES excluding (as applicable) to be paid by the Allottee</b>
A	Transformer & Generator Installation Charges	
B	Legal Charges	
C	Amenities Charges	
D	Maintenance Charges	
E	Fire Charges	

**SCHEDULE 'E'**

**Specifications, Amenities, Facilities (Which Are Part Of The Apartment)**

1. 2 ft. by 2 ft. Vitrified Tiles in entire Flat of reputed make.
2. Main door of steel and steel frame or wooden / flush door with wooden door frame.
3. All other rooms would be fitted with Flush Door and toilets with any of P.V.C. doors or flush doors.
4. Aluminum sliding windows with clean glass panes of 4mm.
5. Wall putty in inside walls.



6. Glazed tiles up to 6ft' height in toilet & W.C. wall & 2'ft height in kitchen on granite kitchen platform.
7. Concealed Electrical wiring with ISI marked copper wires, two light point and fan, plug point one each in Bed room, drawing/dining room, 15 A plug point in Drawing /Dinning and toilet. AC power Intel in all bedrooms, TV and telephone power Intel's in living area. 15 Amp plug point in Kitchen.
8. Concealed water supply line with U.P.V.C. pipes.
9. Sanitary fittings of reputed make. CP bath fittings of reputed make.
10. Geyser outlet and connection in one bathroom.
11. Stainless steel Sink in kitchen.
12. Granite kitchen platform in kitchen.
13. Water proofing cement of weather coat paint (snowcem) on outside walls.
14. Verandah railing up to window seal height.
15. Generator connection to common area & 400 watts to each flat.
16. Wall thickness of 200mm. for exterior or outside walls, 75mm. and 125mm. for interior or internal walls.
17. CCTV in common areas and intercom facility.
18. Balcony colors will be uniform at every apartment.
19. Window grills have to be of same design which should be purchased only from developers.

It is noted that if any extra work is done as per the desire of the Purchaser then for such extra work the Purchaser shall pay the necessary charges to the vendor/Attorney in advance and for this possession date may get extended and if any changes are possible to get done then developer will not be responsible for it.

**SCHEDULE 'F' – SPECIFICATIONS, AMENITIES, FACILITIES**  
**(WHICH ARE PART OF THE PROJECT)**

Vacant roof, land open space in the Ground floor excluding garage space, electrical common fittings and fixtures wiring electric motor and pump, water pipe lines, stair, main gate and entrance, boundary walls, electric meter space, common electric meter, Lift, Club Facilities House, Swimming pool, Children’s Park, Games Room, Gymnasium, Community Hall, Intercom Connectivity, C.C.T.V., Power backup, Water reservoir, overhead water tank others common facilities of the Housing Complex of the said Premises.

**MEMO OF CONSIDERATION**

Received of and from the within named Purchasers the within mentioned sum of **Rs...../- (Rupees ..... only)** and GST of **Rs. ..../- (Rupees ..... only) (as applicable)** accrued thereupon out of the Total Amount for the Apartment **Rs. ..../- (Rupees .....)** **only** as part payment/earnest money for proposed sale of the Apartment on the said premises as per as memo below:

**CHQ NO.DATE                      BANK                      FLAT AMT.GST CHQ AMT.**

**WITNESSES**

- 1.

2.

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**SIGNATURE OF THE DEVELOPER/VENDOR**

**Drafted by me**