

## **AGREEMENT FOR SALE**

This Agreement for Sale ("**Agreement**") executed on this ..... Day of  
....., 2024

### **ByandBetween**

#### **M/S A.R.S CONSTRUCTION**

A partnership Firm having registered office at  
P9, Saratpally, Midnapore, P.O- Midnapore, P.S-  
Kotwali, Paschim Midnapore, -721101 PAN No. –  
ABSFA2757M

Represented by its Partners :-

- 1. SK. ANWAR HUSSAIN**,S/oSk.Ahemad Hussain  
By faith – Muslim, by occupation – Business, Of Station Road, Midnapur,  
P.O. – Midnapore, P.S. - Kotwali, Dist. - Paschim Medinipur, PAN No. -  
AANPH0796F

**2. SRI SUBHAS PAUL**, S/o Biswanath Paul

By faith – Hindu, by occupation – Business, Of Vill. & P.O.- Maity Palpara,  
P.S.- Chanditala, Dist.- Hooghly, PIN - 712702

PAN No. – AFVPP5493C

**3. SRI RAJKUMAR GHOSH CHOWDHURY**, S/o Biswanath  
Ghosh Chowdhury,

By faith – Hindu, by occupation – Business, Of U3/1, Saratpalli, Midnapur,  
P.O. – Midnapore, P.S. - Kotwali, Dist. - Paschim Medinipur, PAN No. –  
AIAPG8286C

Herein after referred to as the "**Owner/Developer** " (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees);

**AND**

Mr./Ms.....,(Aadhar no. \_\_\_\_\_) son/ daughter

of....., aged about .....

residing at....., (PAN.....),

herein after called the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees).

The **Owner/Developer** and Allottee shall herein after collectively be referred to as the "Parties" and individually as a "Party".

**WHEREAS:**

- A. The Promoter is the absolute and lawful owner of the land measuring 0.0827 acre under Settlement Plot No. 171, Sub Plot No. - 38 within Mouza- Sekhpura, J.L. No. - 172 specifically mentioned in the Schedule below and hereinafter described as the "**said property**". The said property previously belonged to the Byomkesh Chandra Mitra and others.

They transferred the **“said property”** in favour of Gour Prasanna Paul by two Registered Deeds of permanent Lease being Nos. 5718/1979 and 5324/1982 and delivered possession. On death of Gour Prasanna Paul his legal heirs i.e. Srimatya Mamta Paul (Wife), Dr. Sugato Pal (Son) and Sri Saikat Pal (Son) inherited the same. They mutated their names with State of West Bengal under Khatian Nos. 2014, 2015 and 2016 and with Midnapur Municipality under Holding No. 750/446. They have a house over the **“said property”** and they are in exclusive possession of the same. While in possession they sold out the **“said property”** by a registered deed of sale being No. 6653/2021, executed on 04.08.2021 before the office of

..... in favour of the **"Owner cum Developer "**

- B. The **owner cum Developer** being absolute owner of the **“said property”** decided to develop the **“said property”** and they thereafter after sanctioning their plan and getting others approval from appropriate authority start construction of multi storied building over the property.
- C. purpose of building is *residential* project, comprising 28 numbers apartment in G+7 floors in the buildings and the said project shall be known as **‘MRIDANGA’**;
- D. The **owner /Developer** is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the **owner / Developer** regarding the said land on which Project is to be constructed have been completed;
- E. Midnapore Municipality has granted the commencement certificate to develop the Project vide approval dated bearing no ..... ,
- F. The **Owner/Developer** has obtained the final layout plan approvals for the Project from Midnapore Municipality. The **owner /Developer** agrees and undertakes that it shall not make any changes to these layout plans

except in strict compliance with section 14 of the Act and other laws as applicable;

- G. The **owner cum Developer** has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at.....no.....on.....under registration -
- H. 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, type ....., on.....floor in '**MRIDANGA**' along with Garage/closed parking measuring ..... square feet in the[Please insert the location of the garage /closed parking], as permissible under the applicable law and of prorate share in the common areas ("Common Areas") as defined under clause (n) of Section 2 of the Act (herein after 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);
- I. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- J. The Allottee after being satisfied and enquired about the right, title of the Developer/owner, plan of the project and all other essential permits, approval have entered in to this agreement;
- K. [Please enter any additional disclosures/details]
- L. 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;
- M. 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 herein after;

N. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the **owner cum Developer** hereby agrees to sell and the Allottee hereby agrees to purchase the unit as mentioned in scheduled A1 below and the garage/closed parking 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:**

Subject to the terms and conditions as detailed in this Agreement, the **owner cum Developer** agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Apartment as specified in paragraph H;

The Total Price for the Apartment based on the carpet area is Rs.....(Rupees.....Only

("Total Price"):

Building: 'MRIDANGA' Apartment no. _____ Type _____ Floor _____	Rate of Apartment per square feet*

\*Provide break-up of the amounts such as cost of apartment, proportionate cost of common areas, preferential location charges, taxes etc.

[AND]

Garage/Closed parking-1	Price for 1
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Explanation:

(i) The Total Price above includes the booking amount paid by the allottee to the **owner cum Developer** towards the Apartment;

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

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

(iii) The Promoter shall periodically intimate to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;

(iv) The Total Price of Apartment includes: 1) Proportionate share in the Common Areas; and 2) .....Garage (s)/closed parking(s) as provided in the Agreement.

The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, 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 Allottee, which shall only be applicable on subsequent payments.

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

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

It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Allottee. Provided that the **owner cum 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.

The Promoter shall confirm the final carpet area that has been allotted to the

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

Subject to Clause 9.3 the Promoter 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. Further, the right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the promoter shall convey undivided proportionate title in the common areas to the association of allottees as provided 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 electric wiring, fire detection and firefighting equipment in the common areas etc. and includes cost for providing all other facilities as provided within the Project.

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

It is understood by the Allottee that all other areas and i.e., areas and facilities falling outside the Project, namely 'MRIDANGA' not form a part of the declaration to be filed with the Competent Authority in accordance with the West Bengal Apartment Ownership Act,1972

The 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). If the Promoter 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 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 there for by such authority or person.

The Allottee has paid a sum of 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 hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan as may be demanded by the Promoter within the time and in the manner specified there in:

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

## 2. **MODE OF PAYMENT**

Subject to the terms of the Agreement and the **owner cum Developer** abiding by the construction milestones, the Allottee shall make all payments, on demand by the **owner cum Developer**, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/demand draft or online payment (as applicable) infavour of'.....' payable at Midnapore.

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

The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange

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

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

of the Allottee only.

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

The Allottee authorizes the **Owner/Developer** to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the **Owner/Developer** may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the **Owner/Developer** to adjust these payments in any manner.

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

Time is of essence for the **Owner/Developer** as well as the Allottee. The **Owner/Developer** shall abide by the time schedule for completing the project and handing over the Apartment to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate\* or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the **Owner/Developer** as provided in Schedule C ("Payment Plan").

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

The Allottee has seen the specifications of the Apartment and accepted the Payment Plan, floor plans, layout plans [annexed along with this Agreement] which has been approved by the competent authority, as represented by the **Owner/Developer**. The **Owner/Developer** shall develop the Project in accordance with the said layout plans, floor plans and specifications. Subject to the terms in this Agreement, the **Owner/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 Provision sprescribed by the West Bengal Real Estate ( Regulation and Development Act, 2016, West Bengal Municipal Act, 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

**Schedule for possession of the said Apartment:** The **Owner/Developer** agrees and understands that timely delivery of possession of the Apartment \_\_\_\_\_

is the essence of the Agreement. The **Owner/Developer**, based on the approved plans and specifications, assures to hand over possession of the Apartment on,

Unless the reis 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 **Owner/Developer** shall been titled 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 **Owner/Developer** to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the **Owner/Developer** from the allotment within 45 days from that date. After refund of the money paid by the Allottee, Allottee agrees

that he/ she shall not have any rights, claims etc. against the **Owner/Developer** and that the **Owner/Developer** shall be released and discharged formalist obligations and liabilities under this Agreement.

**Procedure for taking possession** – The **Owner/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 3 (three months from the date of issue of such notice and the Promoter shall give possession of the Apartment to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the **Owner/Developer**. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter/association of allottees, as the case may be. The **Owner/Developer** on its behalf shall offer the possession to the Allottee in writing with in.....days of receiving the occupancy certificate\* of the Project.

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

**Possession by the Allottee** – After obtaining the occupancy certificate\* and handing over physical possession of the Apartment to the Allottees, it shall be the responsibility of the **Owner/Developer** to hand over the necessary

documents and plans, including common areas, to the association of the Allottees or the competent authority, as the case may be, as per the local laws.

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

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

**Compensation–**

The **Owner/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 compensation under this section shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the **Owner/Developer** fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the **Owner/Developer** shall be liable, on demand to the allottees, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, with interest at the rate specified in the

Rules within 45 days including compensation in the manner as provided under the Act. Provided that where if the Allottee does not intend to withdraw from the Project, the **Owner/Developer** shall pay the Allottee interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the Apartment.

#### 8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

- (i) The **Owner/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 **Owner/Developer** has lawful rights and requisite approvals from the competent Authorities to carryout 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 with respect to the said Land, Project or the Apartment;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the **Owner/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;
- (vi) The **Owner/Developer** has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, where by the right,



title and interest of the Allottee created herein, may prejudicially be affected;

- (vii) The **Owner/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;
- (viii) The **Owner/Developer** confirms that the **Owner/Developer** is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the **Owner/Developer** shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee and the common areas to the Association of the Allottees;
- (x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or nominor has any right, title and claim over the Schedule Property;
- (xi) The **Owner/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 respect to the said project to the competent Authorities;
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property)

has been received by or served upon the **Owner/Developer** in respect of the said Land and/or the Project;

(xiii) That the property is not Waqf property.

## 9. EVENTS OF DEFAULTS AND CONSEQUENCES

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

- (i) **Owner/Developer** fails to provide ready to move in possession of the Apartment to the Allottee within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects;
- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made there under.

In case of Default by **Owner/Developer** under the conditions listed above, Allottees are entitled to the following:

- (i) Stop making further payments to **Owner/Developer** as demanded by the **Owner/Developer**. If the Allottee stops making payments, the **Owner/Developer** shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any penal interest; or
- (ii) The Allottee shall have the option of terminating the Agreement in which case the **Owner/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 specified in the Rules

within forty-five days of receiving the termination notice:

Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the **Owner/Developer**, interest at the rate specified in the Rules, for every month of delay till the handing over of the possession of the Apartment.

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

- (i) In case the Allottee fails to make payments for three (3) consecutive demands made by the **Owner/Developer** as per the Payment Plan annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest to the **Owner/Developer** on the unpaid amount at the rate specified in the Rules.
- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond consecutive months after notice from the **Owner/Developer** in this regard, the **Owner/Developer** shall cancel the allotment of the Apartment in favour of the Allottee and refund the amount money paid to him by the allottee by deducting the booking amount and the interest liabilities and this Agreement shall there upon stand terminated.

#### 10. CONVEYANCE OF THE SAID APARTMENT

The **Owner/Developer**, on receipt of complete amount of the Price of the Apartment 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 (three) months from the issuance of the occupancy certificate\*. However, in case the Allottee

fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee authorizes the **Owner/Developer** to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the **Owner/Developer** is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/penalties imposed by the competent authority (ies).

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

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

#### 12. DEFECTLIABILITY

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 **Owner/Developer** as per the agreement for sale relating to such development is brought to the notice of the **Owner/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 **Owner/Developer** to rectify such defects without further charge, within 30 (thirty) days, and in the event of **Owner/Developer** failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

**13. RIGHT OF ALLOTTEE TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF**

**TOTAL MAINTENANCE CHARGES**

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

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

The **Owner/Developer**/maintenance agency/association of allottees shall have rights of unrestricted access of all Common Areas, garages/closed parking's and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of allottees and/or maintenance agency to enter into the 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.

**15. USAGE**

**Use of Basement and Service Areas:** The basement(s) and service areas, if any, as located within the '**MRIDANGA**', shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub- station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The 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 allottees formed by the Allottees for rendering maintenance services.

16. **GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:** Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment at his/her own cost, in good repair and condition and shall not do 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 there to, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized. The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the color scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Apartment. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the **Owner/Developer** and thereafter the association of allottees and/or maintenance agency appointed

by association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

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

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

**18. ADDITIONAL CONSTRUCTIONS**

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

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

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

**20. APARTMENT OWNERSHIP ACT**

The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972. The **Owner/Developer** showing compliance of various laws/regulations as Applicable in the State of West Bengal.

## 21. **BINDINGEFFECT**

Forwarding this Agreement to the Allottee by the **Owner/Developer** does not create a binding obligation on the part of the **Owner/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 concerned Sub-Registrar as and when intimated by the **Owner/Developer**. If the Allottee(s) fails to execute and deliver to the **Owner/Developer** this Agreement within 30(thirty) days from the date of its receipt by the Allottee and/or appear before the Registrar/Sub-Registrar/ registrar of Assurance for its registration as and when intimated by the **Owner/Developer**, then the **Owner/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 there with including the booking amount shall be returned to the Allottee without any interest or compensation what's over.

## 22. **ENTIREAGREEMENT**

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter here of 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.

## 23. **RIGHT TO AMEND**

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



**24. PROVISIONS OF THIS AGREEMENT APPLICABLE ON**

**ALLOTTEE/SUBSEQUENT ALLOTTEES**

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

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

The **Owner/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 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 **Owner/Developer** in the case of one Allottee shall not be construed to be a precedent and /or binding on the **Owner/Developer** to exercise such discretion in the case of other Allottees.

Failure on the part of the **Owner/Developer** 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 there after to enforce each and every provision.

**26. SEVERABILITY**

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under 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 there under or the applicable law, as the case maybe, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

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

**28. FURTHER ASSURANCES**

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

**29. PLACE OF EXECUTION**

The execution of this Agreement shall be complete only upon its execution by the **Owner/Developer** through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the **Owner/Developer** and the Allottee, in.....after the Agreement is duly executed by the Allottee and the **Owner/Developer** or simultaneously with the execution the said Agreement shall be registered at the office of the Sub- Registrar. Hence this Agreement shall be deemed to have been executed at

Midnapore, Sadar.

**30. NOTICES**

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

..... Name of Allottee

.....(Allottee Address)

**M/S A.R.S CONSTRUCTION** (Name of the **Owner/Developer**)

Registered office at **(Owner/Developer Address)** P9,

Saratpally, Midnapore, P.O- Midnapore,

P.S-Kotwali, Paschim Midnapore, -721101

It shall be the duty of the Allottee and the **Owner/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 or the Allottee, as the case may be.

**31. JOINT ALLOTTEES**

That in case there are Joint Allottees all communications shall be sent by the **Owner/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 properly served on all the Allottees.

**32. GOVERNING LAW**

That the rights and obligations of the parties under or arising out of this

Agreement shall be construed and enforced in accordance with the laws of India for the time being in force.

### 33. DISPUTE RESOLUTION

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

*[The other terms and conditions are as per the contractual understanding between the parties; however, the additional terms and conditions are not in derogation of or in consistent with the terms and conditions set out above or the Act and the Rules and Regulations made there under].*

#### **SCHEDULE AABOVE REFERRED TO**

##### **(Description of entire land)**

Within District - Paschim Medinipur, P.S. – Midnapore, Mouza- Sekhpura

J.L. No. - 172

R.S. Khatian No. – 5/1, 5/4, 5/5, 5/6, 6/2, 6/4, 6/5, 6/8 L.R.Khatian No. -2014, 2015,  
2016

R.S. Plot No. – 171 L.R.Plot No. -

1550

Sub Plot No. – 38

Measuring – 0.0827 Acre equal to 0827 Dec. = 3604 Sq. Ft.

Consisting of a house (measuring 650 sq. ft.) over some portion of the property Butted and Bounded

:-

To the North – Remaining portion of R.S. Plot No. 171 To the South

– 20 Feet wide Road and drain

To the East – 25 Feet wide Road with drain

To the West – Remaining portion of R.S. Plot No. 171

**SCHEDULE A1 ABOVE REFERRED TO**

**(PARTICULARS OF THE PURCHASER'S ALLOCATION)**

ALL THAT piece and parcel of self-contained flat in the multistoried building over 'A' Schedule Property as mentioned above.....floorFlat No. .... at the South Eastern Side of the Building/Flat measuring Carpet Area

..... Sq.ft. consisting of ... bed rooms, ... toilet/bathrooms, ... living room, ... kitchen, .....balcony equal to ..... sq. ft. super built up area (including proportionate area of land, lift, lobby and stair case and common areas)

**Parking Space / Garage;**

.....sq.ft. of parking space for four wheeler marked as .....

**SCHEDULE "B" ABOVE REFERRED TO**

**(PROPOSED BUILDING TO BE CONSTRUCTED – FLOOR PLAN)**

Floor plan is annexed with this agreement for sale **SCHEDULE "C"**

**ABOVE REFERRED TO:**

**(PYMENT PLAN)**

On Booking on .....	Rs...../= (plus GST 5%)
Within .....	Rs...../= plus GST 5%

Within .....	Rs...../= plus GST 5%
Within .....	Rs...../= plus GST 5%
Within ..... or Possession whichever is earlier	Balance Rs...../= plus 5% GST
<b>Total to Pay for Flat:</b>	<b>Rs...../= Plus 5% GST</b>

**Extra Charges & Deposits:**

Legal Charges	Rs.5/= per sq. ft on sale agreement and Rs.5/= per Sq. ft on possession
Generator, Electricity Connection & Transformer	Rs.50,000/-
Society Formation Fees	Rs.1,000/=
Sinking Fund for Future Maintenance	Rs.10/= per sq ft of Carpet Area
Separate Electric Meters	At actual

**Cancellation Charge:**

a) After this agreement: **25%** of full consideration value. Refund is subject to **45days'** notice of cancellation.

**Nomination Charge:** Nomination charge will be **Rs.25/=** per sqr ft.

**Note: GST and Other Govt. Charges will be as applicable.**

**Mode of payments:** All Payments are to be made by demand draft/account payee cheque in favour of **"M/S A.R.S CONSTRUCTION"** or online transfer (RTGS/NEFT) to **A/c**

**No.** ..... with

....., ..... **Branch, IFSC:** ..... **or**

**to other Bank A/c as may be informed by the developer.**

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

**SIGNEDANDDELIVEREDBYTHEWITHINNAMED**

Allottee: (including joint buyers) (1).....

Please affix photograph and sign across the photograph

Please affix photograph and sign across the photograph

(2)..... At.....on.....in the presence of:

**SIGNEDANDDELIVEREDBYTHEWITHINNAMED**

**Owner/Developer:**

..... (Authorized

Please affix photograph and sign across the

Signator for **M/S**

**A.R.S CONSTRUCTION)**

WITNESSES:

1. Signature\_\_\_\_\_

Name –Address\_\_\_\_\_

2. Signature\_\_\_\_\_

Name–Address\_\_\_\_\_