

**AGREEMENT FOR SALE**

This Agreement for Sale ("Agreement") executed on this .....day of .....2020.

**BY AND BETWEEN**

**M/S DAKSHINI GREEN CITY PROJECTS PVT. LTD. (CIN No. U70102WB2015PTC207223)**, a company incorporated under the provisions of the Company's Act 2013 , having its registered office at Dakshini, Khariberia, P.O. & P.S. Bishnupur, District- South 24 Parganas, Pin 743503 and its corporate office at Dakshini, Khariberia, P.O. & P.S. Bishnupur, District- South 24 Parganas, Pin 743503 (PAN No AAFCD4093G) represented by its **DIRECTOR SRI DEBOBRATA GHOSH (PAN AMIPG1510D)** (Aadhar No. 925538338820) authorized vide board resolution dated 06.01.2020 hereinafter referred to as the **"Promoter"** (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.....(AADHAR No.....)**, son of ..... aged about .....years, residing at ..... (**PAN CARD No.....**), hereinafter called **"Allottee"** (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).

The Promoter and Allottee shall hereinafter collectively be referred to as the **"Parties"** and individually as a **"Party"**.

**WHEREAS**

A. The **OWNER** herein namely ..... purchased a plot of ..... measuring an area of ..... **Decimal** having Rayati Dakhali Sattya together with all other easements and appurtenances attached therein

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Director.

comprising in R.S. & L.R. Dag No....., under R.S. Khatian No. .... corresponding to L.R. Khatian No. .... lying and situated at Mouza- ..... , J.L. No....., R.S. No..... , Touzi No..... Pargana - ..... within the ambit of ..... Gram Panchayet Area , Police Station - ..... , A.D.S.R. Office at ..... , District Sub-Registry Office - ..... in the District of ..... and Annual Proportionate Rent is payable to the Collector of ..... , Government of West Bengal by virtue of a registered Deed of Sale dated ..... , registered in the office of District Sub-Registrar, ..... and recorded into Book No. .... , Volume No..... , pages from ..... to ..... , Being No..... for the year ..... from the Owner namely ..... The Owner and the Promoter have entered into a Joint Venture Agreement dated ..... which was registered in the office of District Sub-Registrar, ..... and recorded into Book No. .... , Volume No..... , pages from.....to ..... , Being No..... for the year .....

**B.** That the said land is embarked for the purpose of development of the multi storied building consisting of commercial/residential project, comprising an area of ..... Decimals having Rayati Dakhali Sattya together with all other easements and appurtenances attached therein in R.S. & L.R. a Dag No..... under R.S. Khatian No..... corresponding to L.R. Khatian No. .... lying and situated at Mouza - ..... , J.L. No....., R.S. No....., Touzi No....., Pargana - ..... within the ambit of ..... Gram Panchayet Area , Police Station - ..... , A.D.S.R. office at ..... , District Sub Registry Office - ..... in the District of ..... and the said project shall be known as "..... " Project.

**C.** The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the said land on which the Project is to constructed have been completed.

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Director.

**D.** The ..... has granted the commencement certificate to develop the Project vide approval dated ..... bearing no.....

**E.** The Promoter has obtained the final layout plan approvals for the Project from the Bishnupur I Gram. The Promoter agrees and undertakes that it shall not make any changes to these layout plans except with strict compliance with Section 14 of the Act and other laws as applicable.

**F.** The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at ..... on under registration no .....

**G.** The Allottee has applied for an apartment in the Project vide Application No. dated ..... and has allotted apartment no ..... having carpet area of Sq. ft., type , on ..... floor, in (tower/building/block) no . ("Building") along with Garage/closed parking no ..... admeasuring ..... sq. ft. in the Ground floor / Basement as permissible under the 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).

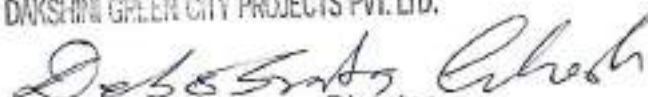
**H.** The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed thereon.

**I.** The Purchaser/s has inspected relevant documents and records and satisfied himself/herself about the right, title, interest and possession of the Developer declares that the same is not subject to any encumbrances .

**J.** 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 .

**K.** The Parties, relying on the confirmations , representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations

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contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.

**L.** In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the (Apartment no having carpet area of            Sq. ft., type            , on            floor, in (tower/building/block) no            . ("Building") along with Garage/closed parking no admeasuring            .            ..            sq. ft. in the Ground floor / Basement as specified in para G.

The Purchaser agreed to acquire and the Developer agreed to transfer indefeasible title in the Unit being No.            on the            floor            , side measuring more or less            sq.ft. super built up area along with a covered car parking space at Ground floor , measuring about            sq.ft. (approx) of the building together with proportionate share in the land at or for the consideration mentioned in the **SCHEDULE 'B'** in Part - I & II hereunder written and such consideration being payable by the Purchaser to the Developer in manner set forth therein .

**NOW THEREFORE, in consideration of the mutual representations, covenants, assurances, promises and agreement contained herein and other good and valuable consideration, the Parties agree as follows:**

**TERMS:**

1.1. Subject to the terms and conditions as detailed in this Agreement, the Promoter 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 based on the carpet area is Rs.....(Rupees ..... only (Total Price) (Give break up and description).

Block/Building/Tower No.....	Apartment No.....	Rate of Apartment per Square Feet.
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Type.....	
Floor.....	

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

Garage/Closed Parking	Price for 1
Garage /Closed Parking	Price for 2

**Explanation :**

(i) The Total Price above includes the booking amount paid by the Allottee to the Promoter towards the Apartment.

(ii) The Total Price above includes Taxes (consisting of the tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, 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 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

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acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective.

(iv) The Total Price of the Apartment includes 1) pro rata share in the Common Areas and 2) ..... garage (s)/closed parking (s) as provided in the Agreement.

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

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

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

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

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alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.

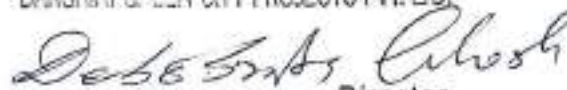
1.7. The Promoter shall confirm and final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The Total Price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by the 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 the Allottee, the Promoter shall demand that from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this Agreement.

1.8. 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 being No.

(ii) The Allottee shall also have undivided proportionate share in the common areas. Since the share /interest of the 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 staffs, 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.

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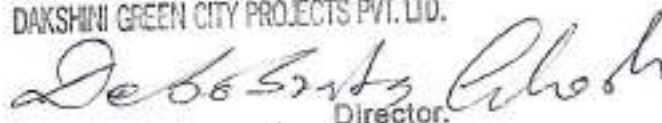
(iii) That the computation of the price of the Apartment includes recovery of price of the land, construction of (not only the apartment but also) the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and firefighting equipment in the common areas etc. and includes cost for providing all other facilities as provided within the Project.

1.9 It is made clear by the Promoter 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 or infrastructure for the benefit of the Allottee. It is clarified that the Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.

1.10 It is understood by the Allottee that all other areas and facilities falling outside the Project, namely .....shall not form a part of the declaration to be filed with ..... (insert the name of the concerned competent authority) to be filed in accordance with the ..... (insert the name of the relevant State Act, if any).

1.11 The Promoter agrees to pay all outgoing before transferring the physical possession of the apartment to the Allottees, which it has collected from the Allottees, for the payment of outgoing (including land cost, ground rent, municipal or other local taxes, charges for water, 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 outgoing collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring

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the apartment to the Allottees, the Promoter agrees to be liable, even after 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.

1.12 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 therein. 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.

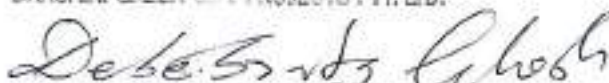
## **2. MODE OF PAYMENT**

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

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

3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition /sale transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under the Agreement. Any refund , transfer of security, if

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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 any other laws as applicable, as amended from time to time.

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

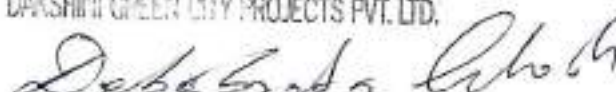
#### **4. ADJUSTMENTS / APPROPRIATION OF PAYMENTS**

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

#### **5. TIME IN ESSENCE**

Time is of essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the Apartment being No.....] to the Allottee and the common areas to the

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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 installments and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter provided in Schedule C('Payment Plan').

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

The Allottee has seen the specifications of the Apartment being No. ...]and accepted the payment plan, floor plan, layout plans [annexed along with this Agreements] which has been approved by the competent authority, as represented by the promoter. The promoter shall develop the project in accordance with the said layout plans, floor plans and specifications. Subject to the terms in this agreement, the promoter undertakes to strictly abide by such plans, approved by competent authority and shall also strictly abide by the byelaws, FAR and density norms and provisions prescribed by the [Please insert relevant case laws] and shall not have an option to make any variation/alteration modification in such plans, other than in the manner provided under the Act, and breach of this term by the promoter shall constitute a material breach of the Agreement.

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

### **7.1 Schedule for the possession of the said Apartment:**

The promoter agrees and understands that timely delivery of possession of the Apartment being No. is the essence of the agreement. The promoter based on the approved plans and specification assures to handover possession of the Apartment plot being No..... on ..... unless there is delay or failure due to war, drought, flood, fire, or any other calamity caused by nature (Force Majeure) affecting the regular development of the real estate project. If however, the completion of the project is delayed due to the force majeure condition then the Allottee agrees that the promoter shall be entitled to the

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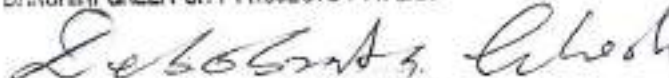
  
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extension of time for delivery of possession of the Apartment being No. , provided that such force majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that in the event it becomes impossible for the promoter 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 promoter from the allotment within 45days from the date. After refund of the money paid by the allottee, Allottee agrees that he shall not have any rights, claims, etc. against the Promoter and that the promoter shall be released and discharge from all its obligations and liabilities under this Agreement.

**7.2 Procedure for taking possession:** The promoter upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the Apartment being No..... to the Allottee in this terms of this agreement to be taken within 3months from the date of issue of such notice and the promoter shall give possession of the said Apartment to the Allottee. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee agree(s) to pay the maintenance charges as determined by the Promoter/Association of allottees , as the case maybe . The Promoter on its behalf shall offer possession to the Allottee in writing within .....days of receiving the occupancy certificate of the Project.

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

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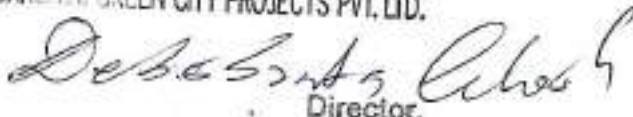
**7.4 Possession by the Allottee:** After obtaining the occupancy certificate and handing over physical possession of the Apartment to the Allottees , it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas , to the association of the Allottees or the competent authority , as the case maybe, as per the local laws.

**7.5 Cancellation by Allottee:** The Allottee shall have the right to cancel/withdraw his allotment in the project as provided in the Act: Provided that where the Allottee proposes to cancel/withdraw from the Project without any fault of the Promoter , the Promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of the money paid by the Allottee shall be returned by the Promoter to the Allottee within 45 days of such cancellation.

**7.6 Compensation :** The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the Project is being developed , in the manner as provided in the Act and the claim for compensation under this section shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under this Act; or for any other reason; the promoter shall be liable, on demand to the Allottees, in case the Allottee wishes to withdraw from the Project , without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, with interest at the rate specified in the Rules within 454 days including compensation in the manner as provided under the Act. Provided that where if the Allottee does not intend to withdraw from the Project , the Promoter shall

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pay the Allottee interest at the rate specified in the Rules of every month of delay, till handing over the possession of the Apartment.

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

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

(i) The Owner has absolute, clear and marketable title with respect to the said land and as such the Promoter has the requisite rights to carry out development upon the said land by virtue of the said Joint Venture Agreement dated ..... and registered Power of Attorney dated.....and absolute, actual physical and legal possession of the said Land of the Project.

(ii) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Project.

(iii) There are no encumbrances upon the said Land or the Project.

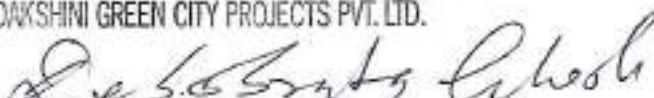
(iv) There are no litigations pending before any Court of Law with respect to the said Land, Project or the Apartment.

(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 Promoter has been and shall , at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land , Building and Apartment and Common Areas.

(vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing , whereby the right , title and interest of the Allottee created herein, may prejudicially be affected.

(vii) The Promoter has not entered into any Agreement for Sale and/or development agreement or any other agreement /arrangement with any person or party with respect to the said Land , including the Project and the said

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Apartment which will in any manner , affect the rights of the Allottee under this Agreement.

(viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in any manner contemplated in this Agreement.

(ix) At the time of executing the conveyance deed the Promoter 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 no minor has any right , title and claim over the Schedule Property.

(xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges, and taxes and other monies , levies, impositions, premiums , damages and/or penalties and other outgoings , whatsoever , payable with respect to the said Project to the competent 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 of acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project.

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

9.1. Subject to the Force Majeure clause, the Promoter shall be considered under a condition of Default , in the followings events;

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

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(ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the Rules or Regulations made thereunder.

9.2. In case of Default by the Promoter under the listed above, Allottee is entitled to the following;

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

(ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire amount 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 45 days of receiving the termination notice.

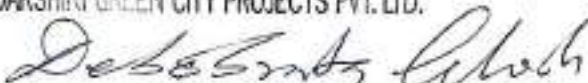
Provided that where an Allottee does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Promoter, interest at the rate specified in the Rules, for every month of delay till the handing over of the possession of the Apartment.

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

(i) In the case the Allottee fails to make payments for ..... Consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottee shall be liable to pay interest to the Promoter on the unpaid amount at the rate specified in the Rules.

(ii) In case of Default by Allottee under the condition listed above continues for a period beyond ..... consecutive months after notice from the Promoter

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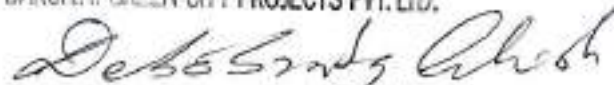


in this regard, the Promoter shall cancel the allotment of the Apartment in favour of the Allottee and refund the amount money paid to him by the Allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

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

The Promoter on receipt of 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 of the common areas within 3 months from the date of issuance of the occupancy certificate. In case if the Allottee intends to execute and register a Deed of Conveyance in favour of his/her nominee/nominees or any person instead of him/her then the Developer shall execute the same in favour of the said nominee /nominees or any person of the said Allottee subject to payment of Rs. 50/- per square feet over and above the consideration price to be paid by the said Allottee to the Developer in respect of the said flat with the undivided proportionate share of land. However in case the Allottee fails to deposit the stamp duty and registration charges and all other incidental and legal expenses etc so demanded within the period mentioned in the demand letter , the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Promoter 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). The Allottee

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shall be bound to pay all the cost of registration for transfer of the unit to the Promoter or Advocate appointed by the Promoter.

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

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the Project by the association of the Allottees. The cost of such maintenance has been included in the Total Price of the Apartment.

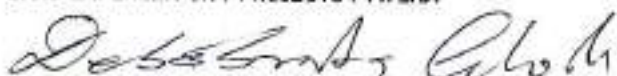
### **12. DEFECT LIABILITY**

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the promoter as per the agreement for sale relating to such development is brought to notice of the promoter within a period of 5years by the Allottee from the date of handing over possession , it shall be the duty of the promoter to rectify such defects without further charge, within 30days, and in the event of promoter's 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 MAINTANANCE CHARGES**

The Allottee hereby agrees to purchase the said Apartment being No.        on the specific understanding that is her/his 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 , if any, 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 the allottees from time to time.

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

The promoter and/ or 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 said Apartment being No.     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**

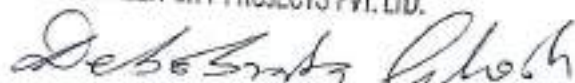
##### **15.1. Use of Basement and Service Areas ;**

The basements and service areas , if any , as located within the Dakshini Green City Project , 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 equipments etc. and other permitted uses as per sanctioned plans. The Allottee shall not 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 said Apartment being No.     at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to building , or the [Apartment/plot] , or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make

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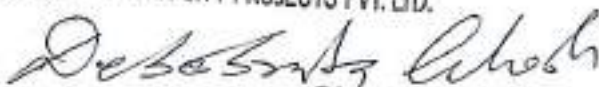
  
Director.

additions to the said Apartment being No.      and keep its walls and partitions, sewers drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repairs and maintain the same in a fit and proper condition on 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/façade of the Building or anywhere on the exterior of the Project, building therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or paintings of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottees shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall , including the outer and load bearing wall of the Apartment. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of the Allottees and/or maintenance agency appointed by association of allottees. The Allottee shall be responsible for any loss or damage 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 the 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.

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**18. ADDITIONAL CONSTRUCTIONS**

The Promoter undertakes that it has no right to make additions or 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 A CHARGE**

After the Promoter 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.

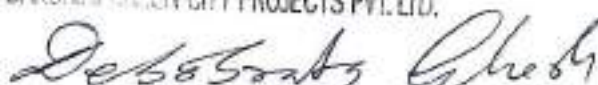
**20. APARTMENT OWNERSHIP ACT (OF THE RELEVANT STATE)**

The Promoter has assured the Allottees that the Project in its entirety is in accordance with the provisions of the State Apartment Ownership Act. The Promoter showing compliance of various laws/regulations as applicable in .....

**21. BINDING EFFECT**

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee (s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter , then the Promoter shall serve notice to the Allottee

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for and all sums 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 including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

## **22. ENTIRE AGREEMENT**

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

## **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 hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any subsequent 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**

25.1 The Promoter may , at its sole option and discretion, without prejudice to its rights as set out in this Agreement , waive the breach by the Allottee in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be

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constructed to be a precedent and/or binding on the Promoter to exercise such discretion in the case of other Allottees.

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

## **26. SEVERABILITY**

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

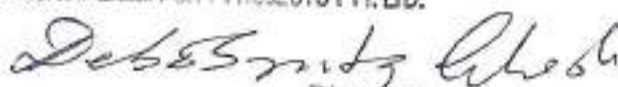
## **27. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT**

Where in this Agreement it is stipulated that the Allottee has to make any payment , in common with other Allottees in Project , the same shall be the proportion which the carpet area of the said Apartment being No. bears to the total carpet area of all the Apartment/plot in the project.

## **28. FURTHER ASSURANCES**

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

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Director.

### 29. PLACE OF EXECUTION

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

### 30. NOTICES

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

\_\_\_\_\_ Name of Allottee  
\_\_\_\_\_. (Allottee Address)

M/s. \_\_\_\_\_ (Promoter)  
\_\_\_\_\_. (Promoter Address)

It shall be the duty of the Allottee and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Allottee , as the case may be.

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### 31. JOINT ALLOTTEES

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

### 32. GOVERNING LAW

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

### 33. DISPUTE RESOLUTION

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

"This Agreement is in consonance with WBHIRA Act and WBHIRA Rules and the provisions have been duly taken care off."

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

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**SIGNED AND DELIVERED BY THE WITHIN NAMED**

Allottee: (including joint buyers)

- 1) \_\_\_\_\_
- 2) \_\_\_\_\_

At \_\_\_\_\_ on \_\_\_\_\_ in the presence of \_\_\_\_\_

Please affix  
photograph  
and sign  
across the  
photograph

Please affix  
photograph  
and sign  
across the  
photograph

**SIGNED AND DELIVERED BY THE WITHIN NAMED**

Promoter;

(I) \_\_\_\_\_

(Director)

Please affix  
photograph  
and sign  
across the  
photograph

**WITNESSES:**

- 1. Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_
- 2. Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_

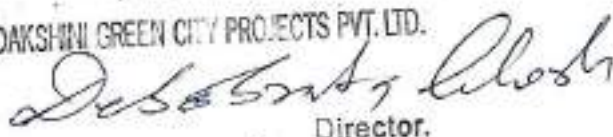
**SCHEDULE 'A'- DESCRIPTION OF THE [APARTMENT/PLOT] AND THE GARAGE/CLOSED PARKING (IF APPLICABLE) ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS**

**SCHEDULE 'B' – FLOOR PLAN OF THE APARTMENT**

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

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Director.