

ANNEXURE A

(SEE RULE 9)

AGREEMENT FOR SALE OF FLAT

This AGREEMENT FOR SALE(Agreement) executed on this.....(dated) day of..... (Month) 20..... By and Between SWARUP BARDHAN(PAN APHPB1264R) son of Swapan Bardhan, By faith Hindu, By Occupation Business residing at 84B, Baghajatin Place, P.O. Baghajatin P.S. PatuliKolkata 700086 hereinafter called the PROMOTER (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include her heirs, executors, administrators representatives and assigns).

AND

if the Allottee is an individual  
Mr / Ms .....(Aadhaar No .....) son / daughter of ..... aged about ..... residing at ..... (PAN.....) hereinafter called the Allottee(which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include her heirs, executors, administrators representatives and assigns).

Please insert details of other allottee (s) in case of more than one allottee

*Swarn Bardhan*

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

**DEFINITIONS :**

For the purpose of this agreement for sale, unless the context otherwise requires –

- a) **"Act"** means the West Bengal Housing Industry Regulation Act 2017 (West Ben. Act XLI of 2017)
- b) **"Rules"** means the West Bengal Housing Industry Regulation Rules 2018 made under the West Bengal Housing Industry Regulation Act 2017.
- c) **"Regulations"** means the regulation made under the West Bengal Housing Industry Regulation Act 2017
- d) **"Section"** means a section of the Act 1

**WHEREAS**

A The Promoter is the absolute and lawful owner of [ khasra nos/ C S./ ROR nos ( CS/ RS/ LR)/ Assessment No/ .....survey No] Mouza Chakmasur, J.L. No 30, Touzi No 151 CS/ RS/ LR Dag No 14 & 75 corresponding to CS/ RS/ LR . Khatian No 2 Totally admeasuring 12 Cotahs 8 Chhitaks 30 sq.ft little more or less situated in the District of 24-Parganas (South) Sub-Registration Office – Alipore KMC Premises No 251; Birnagar under ward No 101 within Kolkata Municipal Corporation and Postal address 12 Deshbandhu Road P.O. Baghajatin P.S. Patuli Kolkata 700086 (Said Land) vide

two Development Agreement on 8<sup>th</sup> June 2016 and 26<sup>th</sup> February 2016 which was duly registered in the office of the Registrar at A.D.S.R , Alipore, South 24-Parganas and recorded in Book No I Volume No.1605-2019 pages from 106516 to 106538 Being No. 160503883 for the year 2016 and Book No I Volume No.1605-2016 Pages from 39102 to 39129 Being No.160501444 for the year 2016 and executed two Development Power of Attorney on 8<sup>th</sup> June 2016 and 4<sup>th</sup> March 2016 for Development which were registered in the office of Registrar at A.D.S.R. Alipore South 24-Parganas and recorded in Book No I Volume No.1605-2016 pages from 107078 to 107094 Being No. 160503954 for the year 2016 and Book No I Volume No.1605-2016 pages from 43743 to 43762 Being No. 160501682 for the year 2016

B The said land is earmarked for the purpose of building a residential project comprising multistoried apartment building and [ insert any other components of the projects] and the said project shall be known as .....

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

D The ..... Has granted the commencement certificate to develop the project vide approval dated ..... bearing registration No Nil

E The promoter has obtained the final layout plan, sanction plan specifications and approvals for the project and also for the apartment plot or building as the case may be from..... The promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable.

F. The Promoter has registered the project under provisions of the Act with the West Bengal Housing Industry Regulatory Authority at on ... under registration No .....

G The Allottee had applied for an apartment in the project vide application no ... dated ..... and has been allotted apartment No having carpet area of ..... square feet type on floor in [ Tower/ Block/ Building] no ..... along with [ please insert the location of garage/ covered parking] as permissible under the applicable law and of pro rata share in the common areas as defined under clause(m) of section 2 of the Act (hereinafter referred to as the 'Apartment' more particularly described hereto and marked as schedule B)

H The Parties have gone through all the terms and conditions set out to the agreement and understood the mutual right and obligations detailed herein

I [Please enter any additional disclosures/details]

J. The parties hereby confirm that they are signing this agreement with full knowledge of the all laws rules regulations notifications etc. applicable to the project.

K. The Parties relying on the confirmation representations and assurances of each other to faithfully abide by all the terms and conditions and stipulations contained in the 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 plot] and the garage/ covered parking(if applicable) as specified in Para G.

Now therefore in consideration of the mutual representation, covenants assurances, promise and agreements contained herein

other good and valuable consideration, the parties agree as follows:-

## 1. TERMS

1.1 Subject to the terms and conditions as detailed in this agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase the [Apartment/ plot] as specified in Para G

1.2 The total price for the [Apartment/ plot] based on the carpet area is Rs (Rupees only) (Total price)

Descriptions

Block/ Building/ Tower..... No .....

Rate of Apartment Per square feet

Apartment No .....

Type.....

Floor.....

Total Price ( in Rupees)

Provide break up of the amounts such as cost of flat cost of exclusive balcony or veranda areas cost of exclusive open terrace areas, proportionate cost of common areas, preferential location charge taxes maintenance charge as per Para 11 etc if / as applicable

AND[ if / as applicable]

Garage/ cover parking

Price

**EXPLANATION:**.....

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

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

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

5. TIME IS ESSENCE:.....
6. CONSTRUCTION OF THE PROJECT/ APARTMENT:.....
7. POSSESSION OF THE APARTMENT/ PLOT:.....
8. REPRESENTATION AND WARRANTIES OF THE PROMOTER:....
9. EVENTS OF DEFAULTS:.....
10. CONVEYANCE OF THE SAID APARTMENT:.....
11. MAINTENANCE OF THE SAID BUILDING/ FLAT / PROJECT: .....
12. DEFECT LIABILITY:.....
- 13 RIGHT TO ENTER THE APARTMENT FOR REPAIR:.....
14. USAGE :
15. COMPLIANCE WITH RESPECT TO THE APARTMENT:  
.....
16. COMPLIANCE OF LAWS, NOTIFICATIONS ETC BY PARTIES: .....
17. ADDITIONAL CONSTRUCTION: .....

18. VENDOR/ DEVELOPER SHALL NOT MORTGAGE OR  
CREATE A CHARGE: ...
19. APARTMENT OWNERSHIP ACT( OR THE RELEVANT  
STATE ACT): .....
20. BINDING EFFECT: .....
21. ENTIRE AGREEMENT : .....
22. RIGHT TO AMEND : .....
23. PROVISINS OF THIS AGREEMENT APPLICABLE ON  
ALLOTTEE/ SUBSEQUENT ALLOTTEES:.....
24. WAIVER NOT A LIMITATION TO ENFORCE: .....
25. SEVERABILITY: .....
26. METHOD OF CALCULATION OF PROPORTIONATE  
SHARE WHEREVER REFERRED TO IN THE AGREEMENT :  
.....
27. FURTHER ASSURANCES: .....
28. PLACE OF EXECUTION : .....
29. NOTICES: .....
30. JOINT ALLOTTEES : .....



31. SAVINGS: .....

32. COVERING LAW: .....

33. DISPUTE RESOLUTION:

34. NAME OF BUILDING / PROJECT : .....

Land details of the said project are described below

AND WHERE AS .....

35. As per West Bengal Act XLI OF 2017 APARTMENT means Block, Chamber, Dwelling unit , flat etc and PARKING means covered car Parking.

36. As per West Bengal Act XLI OF 2017 carpet area means net usable floor area of an apartment, excluding the area covered by the external walls , areas under services shafts exclusive balcony or veranda area and exclusive open terrace area but includes the area covered by the internal partition walls of the apartment.

37. The Allotee shall not until payment in full the consideration as stated above transfer, charge, assign and / or in any way encumber the said flat without prior written consent of the promoter for the same. However in case the promoter approves for assignment of the said flat on full payment of the consideration mnet as stated herein above, the Allotee shall

have to pay transfer fees @ 5% of the total price of the said flat for such assignment.

38. That the Allottee may avail housing loan from his office or from bank or financial organization for which the promoter will give their no objection provided that financier agrees to follow the payment SCHEDULE C mentioned herein.

39. The construction in the said housing project will be carried out in phase manner and therefore in case the Allottee herein takes possession of the said flat in earlier phase he shall not object and/ or create any obstruction and/ or hindrance but co operate with the Promoter to complete the remaining work in the said housing project.

40. The Allottee shall agree and undertakes to be a part of the Association of the flat owners named ..... and for which all residents of the said housing project already applied in the ..... Residential complex and responsible to provide and maintain all essential services to each and every member of the said Association. Every Allottee shall become a member of that Association and do necessary acts and deeds as per rule and regulations to be framed by the Association from time to time and shall pay enrollment fees as may be decided by the promoter/ Association of the flat owners. It is agreed by the Allottee hereto that he/ she shall pay the maintenance charges as fixed by the flat owners Association herein for maintenance of common areas facilities of the said complex.

41. The diesel generator shall be used for certain points inside the said flat and common area of the said building. However the Allottee shall not use the same for operating the lift, pump, air-conditions and / or any other high voltage electrically operated items said housing project.

WITNESS WHEREOF parties herein above have set their respective hands and signed this agreement for sale at.....

In the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED

Allottee ( including joint buyers)

1. Signatures..... Please affix photograph and sign across the

photograph

Name.....

Address.....

2. Signatures..... Please affix photograph and sign across the

photograph

Name.....

Address.....

SIGNED AND DELIVERED BY THE WITHIN NAMED

PROMOTER

Signatures..... Please affix photograph and sign across the

photograph

Name.....

Address.....

At ..... on ..... In the presence of

WITNESS

1. Signatures.....

Name.....

Address.....

2. Signatures.....

Name.....

Address.....

SCHEDULE A PLEASE INSERT THE DSCRIPTION OF THE  
(FLAT) AND GARAGE/ COVERED PARKING(IF APPLICABLE)  
ALONG WITH BOUNDARIES IN ALL FOUR DIRECTION

SCHEDULE B FLOOR PLAN OF THE APARTMENT

SCHEDULE C PAYMENT PLAN

SCHEDULE D SPECIFICATION, AMINITIES, FACILITIES(  
WHICH ARE PART OF THE APARTMENT / PLOT)

SCHEDULE E SPECIFICATION, AMINITIES, FACILITIES(  
WHICH ARE PART OF THE PROJECT)

[ The schedule to this agreement for sale be as agreed to  
between the parties] or such other certificate by whatever name  
called issued by tire competent authority.

*Swap Bill*