

### AGREEMENT FOR SALE

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

#### By and Between

"**D.P. CONSTRUCTION**", a Partnership firm, having its registered office at 49, Rupanjali Park, Kalikapur, P.S. Garfa, Kolkata – 700 099, represented by its partners namely (1) **SRI DILIP CHANDA**, son of Late Netai Chanda, by Faith – Hindu, by Occupation – Business, by Nationality – Indian, residing at 92, Purbachal Main Road, P.O. Haltu, P.S. Garfa, Kolkata – 700 078 and (2) **SRI PARITOSH DUTTA**, son of Sri Rabin Dutta, by Faith – Hindu, by Occupation – Business, by Nationality – Indian, residing at 90, Purbachal Main Road, P.O. Haltu, P.S. Garfa, Kolkata – 700 078, hereinafter, referred to as the "**DEVELOPER/PROMOTER**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor- in-interest, and permitted assigns) of the **FIRSTPART**;

AND

(1) **SMT. PUSPA CHANDA**, wife of Late Netai Chanda, by faith – Hindu, by Occupation – Household work, by Nationality – Indian, residing at 92, Purbachal Main Road, P.S. Garfa,

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Kolkata – 700 078, (2) **SRI SAMIR CHANDA**, son of Late Gouranga Chanda, by faith – Hindu, by Occupation – Business, by Nationality – Indian, residing at 92, Purbachal Link Road, P.S. Garfa, Kolkata – 700 078, (3) **SMT. DOLI CHANDA**, wife of Late Radhashyam Chanda, by faith – Hindu, by Occupation – Household work, by Nationality – Indian, residing at 32, Panchanantola Road, P.S. Lake, Kolkata – 700 029 and (4) **SMT. SOMA DAS (CHANDA)**, wife of Sri Raju Das and daughter of Late Radhashyam Chanda, by faith – Hindu, by Occupation – Housewife, by Nationality – Indian, residing at A.T. Chatterjee Road, Rail Colony, Dhakuria, Kolkata – 700 031, hereinafter, called and referred to as the **'OWNERS'** (which expression unless excluded by or repugnant to the subject or context to be deemed and include their respective heirs, executors, administrators and agents) of the **SECOND PART.**

AND

(1) **MR.** -----, son of Mr. -----, aged about ----- years, holding **PAN** : --  
-----, by Occupation - -----, by Nationality – Indian, by Faith - ----- AND (2) **MRS.** -----  
-----, wife of Mr. -----, aged about ----- years, holding **PAN** : -----  
, by Occupation - -----, by Nationality – Indian, by Faith - -----, both presently residing at -----  
-----, P. S. : -----, hereinafter, jointly, called and referred to as the **'ALLOTTEE'**  
(which term and expression shall unless excluded by or repugnant to the context to be deemed to include their heirs, executors, administrators, representatives and assign etc.) of the **THIRD PART.**".

The Promoter, Owners and Allottee(s) shall hereinafter collectively be referred to as the **"Parties"** and individually as a **"Party"**.

The Vendors 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 Regulations Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017;
- (c) **"Regulations"** means the Regulations made under the West Bengal Housing Industry Regulation Act, 2017;
- (d) **"Section"** means a section of the Act.

WHEREAS

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*D.P. Construction*

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- A. (1) **SMT. PUSPA CHANDA**, wife of Late Netai Chanda, residing at 92, Purbachal Main Road, P.S. Garfa, Kolkata – 700 078, (2) **SRI SAMIR CHANDA**, son of Late Gouranga Chanda, residing at 92, Purbachal Link Road, P.S. Garfa, Kolkata – 700 078, (3) **SMT. DOLI CHANDA**, wife of Late Radhashyam Chanda, residing at 32, Panchanantola Road, P.S. Lake, Kolkata – 700 029 and (4) **SMT. SOMA DAS (CHANDA)**, wife of Sri Raju Das and daughter of Late Radhashyam Chanda, residing at A.T. Chatterjee Road, Rail Colony, Dhakuria, Kolkata – 700 031, are the joint owners of land measuring an area **10 (Ten) Cottahs 14 (Fourteen) Chittacks more or less** situated in Mouza-Garfa, J.L. No.19, R.S. No.2, Touzi No.10, 12 and 13, Pargana – Khaspur, comprising in R.S. Dag No.1781, under R.S. Khatian No.1282, measuring land area of 10 (Ten) Cottahs 7 (Seven) Chittacks 10 (Ten) Sq.ft. and in R.S. Dag No.1780, under R.S. Khatian No.1541, land area 6 (Six) Chittacks 35 (Thirty five) Sq.ft. within the jurisdiction of The Kolkata Municipal Corporation, Ward No. 106, formerly Police Station – Kasba, at present Police Station – Garfa, known as **The K.M.C. Premises No.18, Purbachal Main Road, within the K.M.C. Ward No.106, Assessee No.31-106-16-0018-1**, P.O. Haltu, formerly P.S. Kasba, presently P.S. Garfa, Kolkata – 700 078 and the said owners obtained by virtue of a three separate registered Deed of Gift vide (i) by virtue of a registered Deed of Gift dated 04.03.2002, registered in the office of District Sub-Registrar - III, Alipore, South 24 Parganas and entered into Book No.1, Volume No.147, at Pages 447 to 454, Deed No.6655 for the year 2002; (ii) by virtue of a registered Deed of Gift executed on 10.09.2001, registered in the office of District Sub-Registrar – III, Alipore, South 24 Parganas and entered into Book No.1, Deed No.01634 for the year 2003 and (iii) by virtue of a registered Deed of Gift executed on 10.09.2001, registered in the office of D.S.R. III, Alipore, South 24 Parganas and entered into Book No.1, Volume No.7, at Pages 7168 to 7186, Deed No.01635 for the year 2003, respectively from Smt. Charubala Chanda, wife of Late Gopal Chandra Chanda, of Purbachal Link Road, P.S. Garfa, P.O. Haltu, Kolkata – 700 078.
- B. The Owner has entered into the Development Agreement with the Promoter for the development of the said Land.
- C. The said Land is earmarked for the purpose of building a residential project comprising of **1 (One) number G + IV storied building** ) having **16 Nos. Residential Flats** (“Building”) and **3 Nos. Of Shops** and **3 Nos. Of open Car Parking Spaces** and the said project shall be known as **“CHARU BALA APARTMENT”** (“Project”).
- D. The Vendor are fully competent to enter into this Agreement.
- E. The Kolkata Municipal Corporation has sanctioned the Plan to develop the project vide Building Permit No.2018120071 dated 12.07.2018.
- F. The Promoter has obtained the sanctioned Plan for the Project from the Kolkata Municipal Corporation. The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable.
- G. The Promoter has registered the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at \_\_\_\_\_ on \_\_\_\_\_ under Registration no. **HIRA/**\_\_\_\_\_.
- H. The Allottees had applied for a Unit in the Project and has been allotted the **FLAT /UNIT NO.** \_\_\_\_\_ **having CARPET AREA OF** \_\_\_\_\_ **SQUARE FEET** and **EXCLUSIVE BALCONY/VERANDAH/** having area of ----- **SQUARE FEET** aggregating to **NET AREA OF** -----**SQUARE FEET** on - ----- **FLOOR** in the Building (“Unit”) together with right to park **1 (ONE)** medium sized motor car of the **COVERED CAR PARKING SPACE on the Ground Floor** of the said Premises, (“Garage”) as permissible under the applicable law and of pro-rata share in the Common Areas (defined hereinafter) (the Unit and Car parking Space hereinafter collectively referred to as the “Apartment”,

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*D.P. Chandra Banerjee*

Partner

more particularly described in Schedule 'B' and the floor plan of the Apartment are annexed hereto and marked as Schedule B);

AREA	Sq. Ft
Carpet Area of Unit	-----
Verandah Area	-----
Net Area = (Carpet Area of Unit + Verandah Area)	-----

- 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 has independently examined and verified or caused to be examined and verified and is fully aware of and thoroughly satisfied about the following:
- (i) The ownership and title of the Premises and the documents relating thereto;
  - (ii) The Plans sanctioned by the Corporation and the necessary approvals and permissions;
  - (iii) The right, title, interest and entitlement of the Vendor in respect of the Premises; and
  - (iv) The Carpet Area, Built-up Area and the Super Built-up Area of the said Apartment.
- K. The Allottee undertakes and covenants not to raise henceforth any objection or make any requisition regarding the above and also waives the right, if any, to do so.
- 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 hereinafter.
- N. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Vendors hereby agree to sell and the Allottee hereby agrees to purchase the said Apartment/Unit described in **Schedule B**.

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 Promoter agrees to sell to the Allottees and the Allottees hereby agrees to purchase the Apartment as specified in Recital .

The Total Consideration of Apartment is **RS. -----/- (RUPEES ----- ONLY)**  
 ("Total Consideration of Apartment").

**D.P. CONSTRUCTION**

*Baritor Satta*

Partner



Apartment No. -----	Rate of Apartment per Square Feet of carpet area :
Floor -----	Rs. -----/-
Block - -----	
Cost of the Apartment	Rs. -----/-
Cost of exclusive Balcony or Verandah areas	Rs. -----/-
Cost of exclusive Open Terrace	Rs. N.A.
Preferential Location Charges	Rs. N. A.
Cost of Car Park –	Rs. -----/-
Consideration for the Apartment	Rs. -----/-
GST	Rs. -----/-

*Explanation:*

- (i) The Total Price above includes the booking amount paid by the Allottee to the Promoter towards the said Apartment.
- (ii) The Total Price above excludes Taxes (consisting of tax paid or payable by way of G.S.T. and Cess or any other similar taxes which may be levied, in connection with the construction of the Project, by whatever name called) up to the date of handing over the possession of the said Apartment to the Allottee and/or the Project to the Association of allottees after obtaining the completion certificate;

Provided that all the applicable taxes shall be payable by the Allottee to the Promoter;

- (iii) The Promoter shall periodically intimate in writing to the Allottee the amount of the instalments of the Total Price payable as stated in (i) above and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide on written request 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 the said Apartment includes the proportionate share in land and Common Areas as mentioned in this Agreement.

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*Dr. H. Chandra Prasad*  
Partner

- (v) The tax deduction at source (TDS) under section 194 – IA of the Income Tax Act, 1961, shall be deducted by the Allottee(s) on the consideration payable to the Promoter, if applicable, and the same shall be deposited by the Allottee to the concerned authority within the time period stipulated under law and the Allottee(s) shall provide proper evidence thereof to the Promoter within 60 (sixty) days of such deduction. If such deposit of TDS is not made by the Allottee(s) to the concerned authority or proper evidence thereof is not provided to the Promoter, then the same shall be treated as default on the part of the Allottees under this agreement and the amount thereof shall be treated as outstanding
- 1.1 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 and/or increases as may be otherwise agreed. 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 of the Total Price 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 instalments payable by the Allottee by discounting such early payments @ 2% per annum for the period by which the respective instalment has been preponed. 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.
- 1.6 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 herein at **Schedule 'D'** in respect of the said Apartment, without the previous written consent of the Allottee as per the provisions of the Act and the Promoter may charge, additional amounts for such modifications as may be agreed with the Allottee:  
Provided that the Promoter 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 it being expressly agreed and understood that the Promoter shall be entitled to carry out any additions and/or alterations in the Plans so long the same does not affect the said Apartment intended to be acquired by the Allottee and the Allottee hereby consents to the same and waives his right of giving any further consent.
- 1.7 The Promoter shall confirm to the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the Occupancy/Completion Certificate is granted by the Corporation, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area then the Promoter shall refund the excess money paid by

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Allottee within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, allotted to Allottee, the Promoter shall demand that from the Allottee as per the next milestone of the Payment Plan as provided in **Schedule 'C'**. All these monetary adjustments shall be made at the same rate per square feet as agreed in this Agreement.

1.8 Subject to the Allottee not committing any default in terms of this Agreement including under Clause 9.3, the Vendors agree and acknowledge, the Allottee shall have the right to the said Apartment Unit as mentioned below:

- (i) The Allottee shall have exclusive ownership of the said Apartment and the right to use the said Parking Space described in **Schedule B** and
- (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share or 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 Unit Owners, occupants, maintenance staff, etc., without causing any inconvenience or hindrance to them and subject to making timely payment of the maintenance charges, corporation taxes and other liabilities. It is clarified that the Promoter shall hand over the Common Areas to the association of allottees after duly obtaining the completion/ Occupancy Certificate from the Corporation as provided in the Act;
- (iii) That the computation of the price of the said Apartment includes recovery of price of land and construction of not only the said Apartment but also the Common Areas and includes cost for providing all facilities, amenities and specifications to be provided within the said Apartment and the Project as mentioned in **Schedules D**. The Allottee has also agreed to make timely payment of the Additional Liabilities and Deposits mentioned in **Schedule C**. The Additional Liabilities and Deposits are an integral part of the transaction and non-payment/delayed payments thereof shall also result in default on the part of the Allottee and the consequences mentioned in Clause 9.3 shall follow.
- (iv) The Allottee has the right to visit the project site to assess the extent of development of the project and his apartment/plot, as the case may be.

1.9 It is made clear by the Promoter and the Allottee agrees that the said Apartment Unit 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 previous project in its vicinity or otherwise. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of all the present and future Allottees of the Project.

1.10 The Promoter agrees to pay all outgoings relating to the said Apartment Unit before transferring the physical possession of the said Apartment to the Allottee, which it has collected from the Allottee, for the payment of outgoings (including proportionate land cost, ground rent, municipal or other local taxes, charges for water or electricity maintenance

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 Partner

charges, repayment of mortgage loan taken by the Promoter and interest on such mortgages or other encumbrances on the said Apartment Unit and such other proportionate 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 Allottee or any liability, mortgage loan and interest thereon before transferring the said Apartment Unit to the Allottee, then the Promoter agrees to be liable, even after the transfer of the said Apartment Unit, 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 therefor by such authority or person.

- 1.11 The Allottee has paid a total sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) as booking amount being part payment towards the Total Price of the said Apartment Unit at the time of application and/or thereafter, the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the said Apartment Unit as prescribed in the Payment Plan mentioned in **Schedule 'C'** whether demanded by the Promoter or not, within the time and in the manner specified therein;

Provided that if the Allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules at the relevant time, which at present is State Bank of India Prime Lending Rate plus 2 per cent per annum.

2. **MODE OF PAYMENT:**

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones subject to Force Majeure and reasons beyond control, the Allottee shall make all payments, whether demanded by the Promoter or not, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/demand draft/banker's cheque or online payment (as applicable) in favour of the Promoter payable at Kolkata.

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

- 3.1 The Allottee, if resident outside India, shall intimate the same in writing to the Vendor and be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendments/modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Vendors with necessary declarations, documents, permission, approvals, etc. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law and in any event in Indian Rupees only. 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 may be

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liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

- 3.2 The Vendor accept no responsibility in regard to matters specified in Clause 3.1 above. Under no circumstances shall the Vendor be liable or responsible for any delay, default, non-compliance or violation by the Allottee. The Allottee shall keep the Vendor 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 Vendors immediately and comply with necessary formalities if any under the applicable laws. The Vendors 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 Unit applied for herein in any way and the Vendors shall issue the payment receipts in favour of the Allottee only.

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

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

5. **TIME OF ESSENCE:**

The Promoter shall take steps to abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the said Apartment Unit to the Allottee and the Common Areas to the association of allottees. Similarly, the Allottee shall make timely payments of the instalments and other dues payable by him and comply with the other obligations under this Agreement subject to the simultaneous completion of construction by the Promoter as provided in Schedule "C".

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

- 6.1 The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the said Apartment and accepted the floor plan which has been approved by the Corporation, the Total Price & payment plan mentioned in **Schedule C** and the Additional Liabilities and Deposits mentioned in **Schedule C** and the specifications, the Common Areas, amenities and facilities mentioned in **Schedules D & E**. The Promoter shall develop the said Apartment in accordance with the said layout plans, floor plans and specifications, amenities and facilities, subject to the terms of this Agreement, the Promoter undertakes to strictly abide by such plans approved by the Corporation and shall also strictly abide by the bye-laws, FAR and provisions prescribed by the Corporation 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 this Agreement, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

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Partner

- 6.2 Besides the additions and alterations permissible under the Act and/or Rules, the Allottee has consented to and/or hereby irrevocably consents that the Promoter may make modifications, additions and alterations within permissible and/or prevailing norms regarding the construction and the specifications of the Buildings, the Common Areas, the ground floor layout and/or the said Apartment as may be deemed necessary and/or as may be advised by the Architects and/or as may be required by any authority including the Corporation and the same is and shall be deemed to be the previous written consent under the Act. Prior to the booking of the said Apartment Unit the Allottee had been informed and made aware that the ground floor layout including the Common Areas and its location may undergo changes and/or modifications and the Allottee has consented to and/or hereby consents to the same and this is and shall be deemed to be the previous written consent of the Allottee in terms of the Act. It is agreed that such modifications, additions and/or alterations shall not affect the Total Price and that the total number of Common Areas mentioned in Schedule 'E' shall not be reduced to the detriment of the Allottee.
- 6.3 The decision of the Architects regarding the quality and specifications of the materials and the workmanship regarding construction shall be final and binding on the parties.

7. **POSSESSION OF THE SAID APARTMENT:**

7.1 **Schedule for delivery of the said Apartment:-**

The Promoter agrees and understands that timely delivery of possession of the said Apartment to the Allottee is the essence of the Agreement subject to full payment and compliance by the Allottee under this Agreement including as mentioned in Clause 7.1A below. The Promoter assures to hand over the said Apartment unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure") or due to reasons beyond control. If, however, the completion of the Project is delayed due to Force Majeure conditions or due to reasons beyond control, then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the said Apartment Provided that such *Force Majeure* conditions or reasons 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 be terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the Allottee within 45 days from that date or within such further time as may be agreed between the parties. The Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/she shall not have any rights, claims etc. whatsoever against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement and no other amount whatsoever shall be payable by the Promoter.

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- 7.1A The obligation of the Promoter under Clause 7.1 above shall arise subject to the Allottee having made timely payment of the full amounts of the Total Price mentioned in **Schedule C** as per the Payment Plan mentioned therein as also the timely payment of all the Additional Liabilities and Deposits mentioned in **Schedule C** prior to the scheduled date of delivery of possession and subject to the Allottee complying with all his obligations under this Agreement and/or otherwise under the law and not committing any breach, default or violation.
- 7.2 **Procedure for taking Possession-** The Promoter, upon issue of the Partial or Full Occupancy/Completion Certificate by the Corporation, shall offer in writing ("**Notice for Possession**") the possession of the said Apartment to the Allottee in terms of this Agreement to be taken by the Allottee within two months from the date of issue of occupancy/completion certificate subject to due compliance of Clause 7.1A by the Allottee and subsequently the Deed of Conveyance in favour of the Allottee shall be executed by the Vendor and the Allottee within 3 months from the date of issue of Occupancy/Completion Certificate. The Allottee, after issue of notice for taking possession, agrees to pay the maintenance charges as determined by the Promoter/Association of allottees, as the case may be, corporation taxes and other outgoings in respect of the said Apartment Unit from the date of issuance of the Completion Certificate. The Promoter shall try to hand over the completion certificate of the said Apartment to the Allottee at the time of execution of the Deed of Conveyance of the same.
- 7.3 **Failure of Allottee to take Possession of the said Apartment-**  
Upon receiving a written intimation from the Promoter as per Clause 7.2, the Allottee shall make full payment of all dues and comply with all its obligations as mentioned in Clause 7.1A and thereafter take possession of the said Apartment from the Promoter by executing necessary indemnities, undertakings and other documentation prepared by the Promoter through the Project Advocates including those prescribed in this Agreement and the Promoter shall give possession of the said Apartment Unit 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 make all payments and comply with all obligations as mentioned in Clause 7.1A and shall also be liable to pay maintenance charges, corporation taxes and other outgoings as specified in Clause 7.2.
- 7.4 **Possession by Allottee-** After obtaining the occupancy/Completion certificate and handing over physical possession of the Units to all the Allottees, it shall be responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of Allottees 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 subject to the Allottee having complied with all his

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obligations under this Agreement till that time including making timely payment of all amounts payable under this Agreement till that time and there being no failure, refusal, neglect, breach, violation, non-compliance or default on the part of the Allottee to perform or comply with any of the terms, conditions, covenants, undertakings, stipulations, restrictions, prohibitions and/or obligations under this Agreement or otherwise under law; Provided that where the Allottee proposes to cancel/withdraw from the Project without any default of the Promoter under this Agreement, the Promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money, if any, paid by the Allottee to the Promoter towards the Total Price shall only be returned by the Promoter to the Allottee within 45 days of such cancellation or within such further time as may be agreed between the parties. The fees and expenses relating to this Agreement for Sale including stamp duty, registration fees, GST, Advocate fees, incidental and other expenses for registration, etc. shall not be refundable. The Promoter shall not have any other liability or obligation whatsoever and shall be entitled to deal with, dispose of and/or sell the said Apartment Unit to anyone else without any reference to the Allottee after the date of termination.

- 7.6 **Compensation.-** The Vendors shall compensate the Allottee in case of any loss caused to him due to defective title of the land on which the Building containing the said Apartment is being constructed or has been constructed that is known to the Vendors but has not been disclosed to the Allottee or which the Allottee could not have found out inspite of due diligence and care, in the manner as provided under the Act subject to the Allottee not having committed default or violation or breach or non-compliance of any of the terms and conditions of this Agreement and subject to the Allottee having made timely payments of all amounts under this Agreement and/or otherwise required under law, and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force. It is further made clear that under no circumstances shall the Vendors be liable for any defective title not created by the Vendors and/or any defect that existed prior to the purchase of the land.

Except for occurrence of a Force Majeure event or reasons beyond control, if the Promoter fails to complete or is unable to give possession of the said Apartment (i) in accordance with the terms of this Agreement by the date specified in Clause 7.1; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act, or for any other reason attributable to the Promoter, the Promoter shall be liable on written 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 towards the Total Price of the said Apartment, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within forty-five days of it becoming due or within such further time as may be agreed between the parties subject to the Allottee not having committed default or violation or breach or non-compliance of any of the

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*Abhijit Chandra Parashar*  
Partner



terms and conditions of this Agreement and subject to the Allottee having made timely payments of all amounts under this Agreement and/or otherwise required under law. If however the Allottee does not withdraw from the Project within 45 days of the date specified in Clause 7.1, then it shall be deemed that the Allottee has voluntarily opted not to withdraw from the Project and the option of withdrawal shall not be applicable and/or shall cease to be valid or have effect;

Provided that where the Allottee does not withdraw from the Project, the Allottee may claim from the Promoter interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the said Apartment which shall be paid by the Promoter to the Allottee within forty five days of it becoming due and such interest may be adjusted against the interest receivable by the Promoter from the Allottee for delayed payment in terms of Clause 1.11.

- 7.7 With effect from the Date of Possession and/or the date of expiry of the period specified in the Notice mentioned in Clause 7.2, whichever is earlier, the Allottee shall be deemed to have fully satisfied himself in all respects including the Plans, the construction and the quality, specifications and workmanship thereof, the carpet area and built-up area and super built-up area, the quality of materials used, the structural stability and completion of the Buildings, the Common Areas, the said Apartment, etc. and shall not thereafter be entitled to raise any objection or make any claim regarding the same.
- 7.8 From the Date of Possession, the Allottee shall be liable to pay the monthly charges for use of electricity to the said Apartment Unit as per sub-meter/independent meter installed for the same within seven days of issue of bill.
- 7.9 After the Date of Possession or within 30 days from the date of execution of the Deed of Conveyance, whichever is earlier, the Allottee shall apply for mutation to the Authorities and shall take all necessary steps and complete, at the Allottee's own costs, the mutation of the said Apartment Unit in the Allottee's name within 6 months thereafter.

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

The Vendors hereby represent and warrant to the Allottee as follows:

- (i) The Owner has marketable title with respect to the said Land subject to the obligation to provide constructed spaces to the Occupants as mentioned in **Schedule – G** hereto. The devolution of title of the Owner in respect of the said Land is mentioned in **Schedule - G** hereto. The Owner has absolute, actual, physical and legal possession of the said Land for the Project;

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*Raj Chandra Paritosh Gupta*  
Partner

- (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 created by the Vendors and also the Developer ;
- (iv) There are no litigations pending before any court of law or authority with respect to the said land, Project or the Apartment.
- (v) All approvals, licenses and permits issued by the Corporation with respect to the Project, said Land and the said 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 the said Apartment and Common Areas;
- (vi) The Vendor have the right to enter into this Agreement and have not committed or omitted to perform any act or thing whereby the right of the Allottee created herein, may prejudicially be affected.
- (vii) The Vendor have not entered into any agreement for sale 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 Vendor confirm that the Vendors are 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 Promoter shall hand over lawful, vacant, peaceful, physical possession of the said Apartment to the Allottee and the common areas to the association of Allottees;
- (x) The said Apartment 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 said Apartment;
- (xi) The Vendor have 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 Premises to the Corporation till the Occupancy/Completion Certificate is issued;
- (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 Apartment) has been received by or served upon the Vendors in respect of the said Land and/or the Project.

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

- 9.1 Subject to the Force Majeure clauses and reasons beyond control, the Promoter shall be considered under a condition of Default, in the following events subject to the Allottee having complied with all his obligations under this Agreement including making timely payment of all amounts payable under this Agreement and there being no failure, refusal, neglect, breach, violation, non-compliance or default on the part of the Allottee to perform or comply with any

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*Abhijit Chandra Paritosh*  
Partner



of the terms, conditions, covenants, undertakings, stipulations, restrictions, prohibitions and/or obligations under this Agreement or otherwise under law:

- (i) Promoter fails to offer to provide ready to move in possession of the said Apartment to the Allottee within the time period specified in Schedule 'B' or fails to complete the project within the stipulated time disclosed at the time of registration of the project with the Authority and/or extensions thereof. For the purpose of this para 'ready to move in possession' shall mean that the apartment shall be in a habitable condition.
- (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.

9.2 In case of Default by Promoter under the conditions listed above, Allottee is entitled to the following subject to the Allottee having complied with all his obligations under this Agreement including making timely payment of all amounts payable under this Agreement and there being no failure, refusal, neglect, breach, violation, non-compliance or default on the part of the Allottee to perform or comply with any of the terms, conditions, covenants, undertakings, stipulations, restrictions, prohibitions and/or obligations under this Agreement or otherwise under law:

- (i) Stop making further payments to 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 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 money paid by the Allottee towards the Total Price for purchase of the said Apartment, along with interest at the rate prescribed in the Rules within forty-five days of receiving the termination notice or within such further time as may be agreed between the parties. The fees and expenses relating to the Agreement for Sale including stamp duty, registration fees, GST, Advocate fees, incidental and other expenses for registration, etc. shall not be refundable. If, however the Allottee does not withdraw from the Project within 45 days of the date specified in Clause 7.1, then it shall be deemed that the Allottee has voluntarily opted not to withdraw from the Project and the option of withdrawal shall not be applicable and/or shall cease to be valid or have effect;

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 prescribed in the Rules, for every month of delay till the handing over of the possession of the said Apartment, which

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*Dr. Anand Paritosh Dugga*

Partner

shall be paid by the Promoter to the Allottee within forty-five days of it becoming due or within such further time as may be agreed between the parties.

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

- (i) In case the Allottee fails to make payments of the demands made by the Promoter as per the Payment Plan under **Schedule C** hereto and/or timely payment of the Additional Liabilities and Deposits under **Schedule 'C'** 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 prescribed in the Rules;
- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond 2(two) consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment /Agreement of the said Apartment in favour of the Allottee and refund the money paid to the Promoter by the Allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated and the Promoter shall be free to deal with, dispose of and/or sell the said Apartment Unit to anyone else without any reference to the Allottee whose rights and/or entitlements shall come to an end forthwith upon termination. The fees and expenses relating to the Agreement for Sale including stamp duty, registration fees, GST, Advocate fees, incidental and other expenses for registration, etc. shall not be refundable.  
Provided that the Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination.
- (iii) In case of there being a failure, refusal, neglect, breach, violation, non-compliance or default on the part of the Allottee to perform or comply with any of the terms, conditions, covenants, undertakings, stipulations, restrictions, prohibitions and/or obligations under this Agreement or otherwise under law, then the Promoter shall be entitled to issue a Notice to the Allottee calling upon the Allottee to rectify, remedy, make good or set right the same within one month from the date of issue of such Notice. If the Allottee does not comply with the said Notice to the satisfaction of the Promoter within the above time, then the Allottee shall be liable to pay to the Promoter compensation and/or damages that may be quantified by the Promoter and in default of such payment within 30 days, the Promoter may terminate the allotment /Agreement of the said Apartment in favour of the Allottee. In case of termination the provisions under sub-clause 9.3(ii) shall be applicable regarding the amount that shall be refundable and the time for the same.
- (v) If any act or omission of the Allottee results in any interruption, interference, hindrance, obstruction, impediment or delay in the Project or the construction of the Buildings or any portion thereof including further constructions, additions and/or alterations from time to time and/or in the transfer, sale or disposal of any Apartment

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*Dr. Anshu Puri*  
Partner