

AGREEMENT FOR SALE

This Agreement for Sale (**Agreement**) executed on this _____ (Date) day of _____ (Month), 20____

By and Between

SMT. JHARNA AGASTY (PAN : AKGPA7077H) W/o Dilip Kumar Agasty 2. SMT. SWAPNA MUKHOPADHYAY (PAN : AUBPM0342A) W/o Sushil Mukhopadhyay 3. SMT. RINA DUBEY @ SAGARIKA DUBEY (PAN : ASQPD8544E) daughter of Late Narayan Chandra Dubey 4. SRI SUMIT DUBEY (PAN : ASQPD8621A) S/o Late Tapan Dubey 5. SMT. SIMA DUBEY (PAN : AT JPD9715F) W/o Late Tapan Dubey, all by faith Hindu, citizenship Indian, residents of : 13, Durga Das Tewary Road, Borhat, Burdwan, P.O. Natunganj, P.S. Burdwan Sadar, Pin-713102, Dist. Purba Burdwan hereinafter jointly and severally called the LAND OWNERS (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 Land Owners are represented by their constituted attorney "T.M. CONCRETE CREATION PVT. LTD." represented by its Managing Director Sri Mrityunjoy Mukherjee S/o Late Mahadeb Mukherjee empowered by General Power of Attorney dated 08/01/2019 being Deed No. I-020300209 for the year 2019 of A.D.S.R. Office, Burdwan Contd. Page 2 (2)

AND

"TM. CONCRETE CREATION PVT. LID." (PAN : AADCT8128N) a company duly incorporated under the provisions of the companies Act 1956, having its registered office at : Sripally, P.O. Asansol-4, P.S. Asansol (S), Dist. Paschim Bardhaman and represented by its authorised signatory Sri Mrityunjoy Mukherjee S/o Late Mahadeb Mukherjee, (Aadhar Te veeoreeenae reer), authorised vide Board resolution dated , by faith Hindu, citizenship Indian, by occupation business, resident of : Sripally, P.O. Asansol-4, P.S. Asansol (S), Sub Division & A.D.S.R. Office Asansol, Dist. Paschim Bardhaman 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

[If the Buyer is a company]

_____, (CIN no. _____) a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at _____, (PAN _____), represented by its authorized signatory, _____, (Aadhar no. _____) duly authorized vide board resolution dated _____, hereinafter referred to as the “Buyer” (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).

[OR]

[If the Buyer is a Partnership]

_____, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at _____, (PAN _____), represented by its authorized partner, _____, (Aadhar no. _____) authorized vide _____, hereinafter referred to as the “Buyer” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners).

[OR]

[If the Buyer is an Individual]

Mr. / Ms. _____, (Aadhar no. _____) son / daughter of _____, aged about _____, residing at _____, (PAN _____), hereinafter called the “Buyer” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees).

[OR]

[If the Buyer is a HUF]

Mr. _____, (Aadhar no. _____) son of _____ aged about _____ for self and as the Karta of the Hindu Joint Mitakshara Family known as _____ HUF, having its place of business / residence at _____, (PAN _____), hereinafter referred to as the “Buyer” (which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, representatives, executors, administrators, successors-in-interest and permitted assigns as well as the members of the said HUF, their heirs, executors, administrators, successors-in-interest and permitted assignees).

[Please insert details of other Buyer(s), in case of more than one Buyer]

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 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.

- e) In this Agreement, words or phrase is defined in **Part-I** of **1st Schedule**, shall have corresponding meaning assigned therein for convenience for construing the provisions of this Agreement.

WHEREAS

- A. The (i) Smt. Jharna Agasty (ii) Smt. Swapna Mukhopadhyay (iii) Smt. Rina Dubey @ Sagarika Dubey (iv) Sri Sumit Dubey and (v) Smt. Sima Dubey are the absolute and lawful owners of the land measuring 0.38 acres along with building comprising part of R.S. Plot Nos. 2638, 2639, 2648, 2649 of Mouza Bardhaman, J.L. No. 30 P.S. Bardhaman more fully mentioned in the schedule 'A' below which have been duly and correctly recorded in their names in the L.R. Record of Rights under L.R. Khatian Nos. 1912, 6396, 4616, 5848 and 5619 being L.R. Plot No. 3581 of Mouza Bardhaman, J.L. No. 30, P.S. Bardhaman. The Owner and the Promoter have entered into a [collaboration/development/joint development] agreement dated 14th December 2018 being Document No. 44 for the year 2019 at the office of the A.D.S.R., Burdwan.
- B. The Said Land is earmarked for the purpose of building a [commercial/residential/any other purpose] project, comprising (B+G+V storied) multistoried apartment buildings and [insert any other components of the Projects] and the said project shall be known as "NARAYAN ABAS" ("Project").
Provided that where land is earmarked for any institutional development the same shall be used for those purposes only and no commercial/residential development shall be permitted unless it is a part of the plan approved by the competent authority.
- 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 Project is to be constructed have been completed.
- D. The Burdwan Municipality [Please insert the name of the concerned competent authority] has granted the commencement certificate to develop the Project vide approval dated 05/05/2018 bearing no.
- E. The Promoter has obtained the final layout plan, sanctioned plan, specification and approvals for the Project and also for the apartment, plot or building as cae may be from Burdwan Municipality [Please insert the name of the concerned competent authority]. The Promoter agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with section 14 of the Act and other laws as applicable.
- F. 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 _____.
- 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. _____ ("Building") along with garage /closed parking no _____ admeasuring square feet in the _____ [Please insert the location of the garage/closed parking], as permissible under the applicable law and of pro rata share in the common areas ("Common Areas") as defined under clause (1) of Section 2 of the Act (hereinafter referred to as the "Apartment" more

particularly described in Schedule A and the floor plan of the apartment is annexed hereto and marked as Schedule B);

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

I. [Please enter any additional disclosures/details]-

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 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/Plot] and the garage/closed parking (if applicable) as specified in para G;

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

1. **TERMS:**

1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the said Apartment/Unit as specified in Para 'G' and also described in **2nd Schedule**.

1.2 The Total Price/Agreed Consideration for the said Apartment Unit based on the carpet area thereof is Rs. _____/- (Rupees _____ Only ("**Total Price/Agreed Consideration**") as per the following description and as also details mentioned in **3rd Schedule**:

Description	Amount
Flat No. _____, _____ Floor, Block _____	Per Sq.Ft. Rate of Apartment Rs. _____/-
Apartment/Unit Price includes:	
a) Cost of Unit	Rs. _____/-
b) Cost of exclusive balcony or verandah areas	
c) Proportionate cost of Common Areas with external wall thickness etc.	
d) Total	
Car-parking Space Price :	Rs. _____/-
Total	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 in case there is any change/ modification in the taxes, the subsequent amount payable by the Allottee(s) to the Promoter shall be increased/ reduced based on such change/ modification.
 - (iii) The Promoter shall periodically intimate in writing to the Allottee the amount payable as stated in (i) above and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/ notifications together with dates from which such taxes/levies etc. have been imposed or become effective.
 - (iv) The Total Price of the said Apartment includes recovery of price of land, construction of, not only the Apartment but also, the common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Apartment, lift, water line and plumbing, finishing with tiles, doors, windows, fire detection and fire-fighting equipment in the common areas, maintenance charges as per Para II etc. and includes cost for providing all other facilities, amenities and specification to be provided within the Apartment in the Project.
- 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 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(s), 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 **3rd Schedule (“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 @ 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 **4th Schedule** and **5th Schedule**(which shall be in

conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the said Apartment, without the previous written consent of the Allottee(s) 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 applicable statutes/Act.

- 1.4 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/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 reduction in the carpet area then the Promoter shall refund the excess money paid by 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 may demand that from the Allottee as per the next milestone of the Payment Plan as provided in **3rdSchedule**. All these monetary adjustments shall be made at the same rate per square feet as agreed in this Agreement.
- 1.5 Subject to the Allottee not committing any default in terms of this Agreement including under Clause 9.3, the Promoter agrees and acknowledges, the Allottee shall have the right to the said Apartment Unit as mentioned below:
- (i) The Allottee(s) shall have exclusive ownership of the said Apartment and the right to use the said Parking Space described in **2ndSchedule**;
 - (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 Apartment Owners, occupants, maintenance staff etc., without causing any inconvenience or hindrance to them and subject to making timely payment of the maintenance charges, municipal 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/competent authority, 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 internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per Para 11 etc. and includes cost for providing all other facilities, amenities and specification to be provided within the Apartment in the Project. The Allottee has also agreed to make timely payment of the Additional Liabilities and Deposits mentioned in **6thSchedule**. 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 and Car-parking space, if any, 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 charges, or other encumbrances on the said Apartment Unit and such other proportionate liabilities payable to competent authorities, 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, 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 sum of Rs. _____ (Rupees _____ only) being part payment of the 10% of the Total Price (Booking Amount) of the said Apartment/Unit at the time of application and 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 **3rd Schedule** 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 Asansol.

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

3.1 The Allottee, if resident outside India, shall intimate the same in writing to the Promoter 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 Promoter 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 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 Promoter accepts no responsibility in regard to matters specified in Clause 3.1 above. Under no circumstances shall the Promoter be liable or responsible for any delay, default, non-compliance or violation by the Allottee. 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 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 Promoter 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 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, vice-versa the Allottee(s) shall also comply with his/their obligation in time.

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 **3rd Schedule** and the Additional Liabilities and Deposits mentioned in **6th Schedule** and the specifications, the Common Areas, amenities and facilities mentioned in **4th & 5th Schedules**. 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 Kolkata Municipal Corporation and/or other relevant statutes 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/or allowed by the competent authorities under the relevant statutes and this Agreement, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

7. POSSESSION/DELIVERY 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, is the essence of the Agreement. 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 effecting 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.

7.2 Procedure for taking Possession- The Promoter, upon issue of the Partial or Full Occupancy/Completion Certificate by the Corporation/competent authority, shall offer in writing the possession ("**Possession Notice**") 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 Promoter 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, municipal taxes and other outgoings, electricity charges, other charges, rates, taxes, levies, deposits in respect of the said Apartment Unit from the Date of Possession or the Date of Commencement of Liabilities, whichever is earlier. The Promoter shall hand over the occupancy/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 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 Allottees 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, municipal taxes and other outgoing as specified in Clause 7.2 above.

- 7.4 **Possession by Allottee-** After obtaining the occupancy/Completion certificate and handing over physical possession of the Apartment 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.

Provided that, in the absence of any local law, the Promoter shall hand over the necessary documents and plans, including common areas, to the Association of allottees or the competent authority, as the case may be, within thirty days after obtaining the completion certificate.

- 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(s) 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 money paid by the allottee shall be returned by the promoter to the allottee within 45 days from fresh booking of the concerned flat.

- 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 Building containing the said Apartment is being constructed or has been constructed that is known to the Promoter but has not been disclosed to the Allottee or which the Allottee could not have found out in spite of due diligence and care, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event 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 or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act, or for any other reason; the Promoter 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.

Provided that where if the Allottee does not intend to withdraw from the Project the Promoter shall pay the Allottee interest 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.

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

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

- i) The Promoter has absolute, clear and marketable title with respect to the said Land and the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;

- ii) The Promoter 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 or Authority 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(s) 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 Apartment which will, in any manner, affect the rights of Allottee(s) 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(s) in the manner contemplated in this Agreement;
- ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee(s) and the common areas to the association of allottees or the competent authority, as the case may be;
- x) The Schedule Property is not the subject matters 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 till the completion certificate has been issued and possession of the Apartment along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee and the Association of allottees or the competent authority, as the case may be;
- xii) No notice from the Government or any other local body or authority or any legislative enactment, government order, notification (including any notice for 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 clauses and reasons beyond control, the Promoter shall be considered under a condition of Default, in the following events:
 - i) The Promoter fails to provide ready to move in possession of the [Apartment /Flat] to the Allottee(s) within the time period specified in Para 7.1 above in this Agreement or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this Para, 'ready to move in possession' shall mean that the Apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority;

- ii) Discontinuance of the Promoter'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 Promoter under the conditions listed above, Allottee is entitled to the following:

- (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 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 **3rd Schedule** hereto and/or timely payment of the Additional Liabilities and Deposits under **6th Schedule** 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 of the [Apartment/ Plot] in favour of the Allottee(s) and refund the money paid to him by the Allottee(s) by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

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

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

The Promoter, on receipt of Total Price of the said Apartment as per Clause 1.2 and Additional Liabilities and Deposits mentioned in **6th Schedule** and all other amounts or dues payable by the Allottee hereunder or in law in respect of the said Apartment Unit including Maintenance Charges, electricity charges, municipal and other taxes and levies and other outgoings from the Allottee and due compliance by the Allottee of all his obligations under this Agreement or

otherwise under law, shall call the Allottee to execute a conveyance deed and convey the title of the said Apartment, the said Parking Space together with proportionate indivisible variable undivided impartible share in the Common Areas including the said Undivided Share within 3 months from the date of issuance of the occupancy certificate or the completion certificate, as the case may be, to the Allottee:

However, in case the Allottee fails to pay any amount including depositing the stamp duty and/or registration charges and/or incidental expenses within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges and incidental expenses to the Promoter is made by the Allottee.

11. **MAINTENANCE OF THE BUILDINGS/ APARTMENT/ PROJECT**

The Promoter shall be responsible to provide and maintain essential services in the Project till the offer to the Association to take over of the maintenance of the project upon the issuance of the completion certificate of the project. The cost of such maintenance has not been included in the Total Price of the said Apartment and the same shall be paid by the Allottee as agreed with the Promoter.

12. **DEFECT LIABILITY:**

It is agreed that in case any structural defect in construction (excluding any purchased materials and/or items) is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession or date of possession which ever is earlier, the Promoter shall take steps to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act.

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

The Promoter/Maintenance Agency/Association of allottees shall have rights of unrestricted access to all Common Areas mentioned in **5th Schedule** as also the garages/covered parking and parking spaces for providing necessary maintenance and repair services and the Allottee agrees to permit the Association of Allottees and/or Maintenance Agency to enter into the said Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to cause necessary repairs and maintenance and set right any defect.

14. **USAGE :**

Use of the Common Areas: The Common Areas as located within the Project, shall be earmarked for purposes such as facilities and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, Pump rooms, maintenance and service rooms, firefighting pumps and equipments etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas in any manner whatsoever, and the same shall be reserved for use by the association of Allottees formed for rendering maintenance services.

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

- 15.1 Subject to Clause 12 above, the Allottee shall after taking possession, be solely responsible to maintain the said Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Buildings, or the said Apartment or the Common Areas which may be in violation of any laws or rules of any authority or change or alter or make additions to the said Apartment and shall keep the said Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Buildings is not in any way damaged or jeopardized.
- 15.2 The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board /name-plate, neon light, publicity material or advertisement material etc. on the face facade of the buildings or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the said 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 said Apartment.
- 15.3 The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of Allottees and/or maintenance agency. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
16. **COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:**
The Parties are entering into this Agreement for the allotment of the said Apartment with the full knowledge of all laws, rules and regulations, notifications, etc. applicable to the Project.
17. **ADDITIONAL CONSTRUCTIONS:**
The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan, has been approved by the competent authority(ies) and disclosed, except for as provided in the Act and the clauses below.
18. **PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:**
After the Promoter executes this Agreement he shall not mortgage or create a charge on the said 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 the said Apartment.
19. **APARTMENT OWNERSHIP ACT:**
The Promoter has assured the Allottees that the project in its entirety is planned in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972.
20. **BINDING EFFECT:**
Forwarding this Agreement to the Allottee by the Promoter 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 registration authority 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 to pay the applicable stamp duty and registration fees and to appear before the concerned registration authority for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, shall be treated as cancellation of this Agreement by the Allottee without any default of the Promoter and in such case the provision of Clause 7.5 regarding termination, forfeiture and refund shall be applicable. It is made clear that the Allottee shall not be entitled to any interest or compensation whatsoever.

21. **ENTIRE AGREEMENT:**

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties save and except the General Terms and Conditions in regard to the said Apartment.

22. **RIGHT TO AMEND:**

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

23. **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 said Apartment and the Project shall equally be applicable to and enforceable against and by any subsequent Allottees of the said Apartment, in case of a transfer that is validly made with the prior written consent of the Promoter, as the said obligations go along with the said Apartment for all intents and purposes.

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

24.1 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 timely payments as per the Payment Plan (3rd Schedule) 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 construed to be a precedent and/or binding on the Promoter to exercise such discretion in the case of other Allottees.

It is also agreed that the Allottee may also, at its sole option and discretion, without prejudice to his rights as set out in this Agreement, waive any breach or delay by the Promoter including waiving the delay in completion and/or handover of possession in terms of this Agreement and/or under the provisions of the Act and/or Rules thereunder.

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

25. **SEVERABILITY:**

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

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

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

27. **FURTHER ASSURANCES:**

Both Parties agree that they shall execute, acknowledge and deliver to the other such deeds, documents and instruments and take such other actions and steps, in additions to the instruments and actions specifically provided for herein as may be reasonably required in order to effectuate the provisions of the 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.

28. **PLACE OF EXECUTION:**

The execution of this Agreement shall be completed 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 Asansol after the Agreement is duly executed by the Allottee. After execution this Agreement shall be registered at the office of the Registrar, District Sub Registrar, Additional District Sub Registrar and/or any other authority having jurisdiction to register this Agreement. Hence this Agreement shall be deemed to have been executed at Purbo Bardhaman within the jurisdiction of the Hon'ble High Court at Purbo Burdhaman.

29. **NOTICES:**

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:

PROMOTER :	ALLOTTEE (S) :
T. M. Concrete Creation Private Limited	
Registered Office: Sree Pally, Opp- Sri Sanhga Club, Asansol - 713304	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.

30. **JOINT ALLOTTEES:**

That in case there are Joint Allotees 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 be considered as properly served on all the Allottees.

31. **SAVINGS:**

Any application letter, allotment letter, agreement or any other document signed by the Allottee in respect of the said Apartment prior to the execution and registration of this Agreement for Sale shall not be construed to limit the rights and interests of the Allottee under the Agreement for Sale or under the Act or the rules or the regulations made thereunder unless agreed between the parties. Waiver or limitation of any right or interest and/or any consent given by any party in this Agreement and/or any part hereof and/or in any document hereafter, shall be valid and binding.

32. **GOVERNING LAW:**

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act and the Rules and Regulations made thereunder including other applicable laws of India for the time being in force.

33. **DISPUTE RESOLUTION:**

All or any disputes arising out or touching upon or in relation to the terms and 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 shall be referred to Arbitration under the Arbitration and Conciliation Act, 1996.

(Any additional terms and conditions are not in derogation of or inconsistent with the terms and conditions set out in the WBHIRA Act and the Rules and Regulations made thereunder.)

SCHEDULE 'A-I'

Description of the land and Building: where project are standing thereon.

Within the District of Burdwan, P.S. Bardhaman, Sub Division & Addl. Dist. Sub Registry Office Burdwan, Mouza Bardhaman, J.L. No. 30 all that 'bastu' class of land measuring 0.38 acres i.e. thirty eight decimal along with building comprised in (i) R.S. Plot No. 2638 (two thousand six hundred thirty eight) (ii) R.S. Plot No. 2639 (two thousand six hundred thirty Nine) (iii) R.S. Plot No. 2648 (two thousand six hundred forty eight) and (iv) R.S. Plot No. 2649 (two thousand six hundred forty nine) under R.S. Khatian Nos. 51 and 85 corresponding to L.R. Plot No. 3581 (three thousand five hundred eighty one) under L.R. Khatian Nos. 1912, 6396, 2694, 4616, 5848 and 5619 including a multistoried building / apartment named and known as "NARAYAN ABAS". Butted and bounded by

On the North : By Durgadas Tewary Road (Meatled)

On the south : By the land of L.R. Plot No. 3574 and 3575.

On the East : By the land of L.R. Plot No. 3582, 3583 and 3593. On the West : By the land of LR. Plot No. 3581 (P).

SCHEDULE 'A-2'

Allocation Property of the Allottee(s) / Purchaser(s).

Within the same district, Mouza, PS. etc. all that one self-contained residential flat no _____ on the _____ floor of the 'A' schedule Apartment measuring super built up area _____ sq.ft consisting of _____ bed rooms , _____ , dinning cum drawing, _____ kitchen, _____ toilet, _____ balcony and one number _____ wheeler parking in the basement / ground floor measuring area _____ sq.ft along with undivided proportionate share or interest in the 'A' Schedule land.

SCHEDULE 'B'

Floor Plan of the Apartment attached with this Document.

SCHEDULE 'C'

Payment Plan

Description	Amount
Unit Price :	
e) Cost of Unit	Rs. _____/-
f) Cost of exclusive balcony or verandah areas	
g) Proportionate cost of Common Areas with external wall thickness etc.	
h) Car-parking Space	Rs. _____/-
Sub-Total	Rs. _____/-
Other Charges:	
(a) Interest Free advance common area maintenance charges for 12 months	a) Rs. _____/-
(b) Maintenance Deposit for Sinking Fund	b) Rs. _____/-
(c) Contribution for becoming Member of the Association.	c) Rs. _____/-

(d) Legal/documentation Charges per Apartment. This shall include documentation charges and exclude registration/commissioning charges, stamp duty and registration fees, which shall be paid extra by the Allottee at actuals.	d)	Rs.00,000/-
(e) Proportionate of Transformer	e)	Rs.00,000/-
(f) D.G charges (for 1Kw)	f)	Rs.00,000/-
(g) Club Membership Charges	g)	Rs._____/-
(h) Miscellaneous charges per Apartment.	h)	Rs._____/-
Sub-Total		Rs._____/-
Total		

The total Consideration including of other charges as stated hereinabove shall be paid by the Allottee to the Promoter/Vendor in the following manner.

Date	Percent	Amount (Rs.)
Booking Amount	Rs.1,00,000/-	Rs._____/-
After getting the 'Agreement For Sale' registered	20% Total consideration less Rs1,00,000/-.	Rs._____/-
Raft Foundation Casting	10% of Total Consideration.	
Basement Roof Casting	10% of Total Consideration.	Rs._____/-
Ground Floor Roof Casting	10% of Total Consideration.	Rs._____/-
First Floor Roof Casting	8% of Total Consideration.	Rs._____/-
Second Floor Roof Casting	8% of Total Consideration.	Rs._____/-
Third Floor Roof Casting	8% of Total Consideration.	Rs._____/-
Forth Floor Roof Casting	8% of Total Consideration.	Rs._____/-
Fifth Floor Roof Casting	8% of Total Consideration.	Rs._____/-
Time of Possession	8% of Total Consideration.	Rs._____/-

Note : The applicable GST and other levies, if any shall be payable alongwith the price of the Unit.

SCHEDULE "D"

Specifications, Amenities, Facilities(which are part of the Apartment/Plot)

SCHEDULE "E"

Specifications, Amenities, Facilities(which are part of the Project)

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

SIGNED AND DELIVERED BY THE WITHIN NAMED
Promoter/Vendor

(1) Signature _____
Name _____
Address _____

Please affix
Photographs and sign
across the photograph

(2) Signature _____
Name _____
Address _____

Please affix
Photographs and sign
across the photograph

SIGNED AND DELIVERED BY THE WITHIN NAMED

Allotee/Purchaser :

Signature _____
Name _____
Address _____

Please affix
Photographs and sign
across the photograph

At _____ on _____ in the presence of:

WITNESSES:

(1) Signature _____
Name _____
Address _____

(2) Signature _____
Name _____
Address _____