

भारतीय गैर न्यायिक



INDIA NON JUDICIAL

पश्चिम बंगाल WEST BENGAL

33AB 980076

## AGREEMENT FOR SALE

This Agreement for Sale (Agreement) executed on this .....day of Month  
....., 20.....

BY AND BETWEEN

[Name and Address of Promoter]

I, Susanta Das, (Aadhaar no. 4447 5048 4582) son of Late Gouranga Chandra Das, aged about - 61 years, by profession- Business, residing at - Ghoshpara Beledanga 1st Lane, P.O. Krishnanagar, P.S. Kotwali, Dist. Nadia, Pin - 741101 (PAN - ADJPD7286R), or hereinafter called the "Promoter" (which expression shall unless repugnant to the context meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns).

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AND

[Name and Address of Allottee]

1) I, ..... , (Aadhaar no. ....  
) S/D/W/H OF ..... , aged about - ..... years, re-  
siding at - .....  
..... (PAN -  
.....),

2) I, ..... , (Aadhaar no. ....  
) S/D/W/H OF ..... , aged about - ..... years, re-  
siding at - .....  
..... (PAN -  
.....), hereinafter called the "Allottee" (which expres-

sion 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 assigns). The promotor and allottee shall hereinafter collectively be referred to as the parties and individula as 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 XL1 of 2017);
- b) "Rules" means the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017;
- c) "Regulations" means the Regulations made under the West Bengal Housing Industry Regulation Act, 2017;
- d) "section" means a section of the Act.

**WHEREAS:**

- A. Aforesaid Susanta Das is the absolute owner, occupier and possessor of 13.33 dec. of land in bearing No. Plot No. L.R. 3840, 3841, Khatian No. L.R. 46051, 46945, 27868, 46833, which he acquired by way of regn. deed of sale vide No. 9357/17, 346/18, 4589/16 AND Gift deed No. 7108/04 registered at the office of the A.D.S.R. and D.S.R. Krishnagar, Nadia respectively and after purchasing the same, he is owning and possessing on paying rent to the state of W.B. and his name has been duly recorded in the present L.R. & R.O.R. under Khatian No. L.R. 46051, 46945, 27868, 46833, and Plot No. L.R. 3840, 3841, respectively and also in the record of Krishnagar Municipality.
- B. The Said Land is earmarked for the purpose of building a [commercial/residential/and other purpose] project, comprising multistoried apartment building and (insert any other components of the Projects) and the said project shall be known as **SUN FLOWER APARTMENTS** (Project).
- C. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land on which Project is to be constructed have been completed;
- D. The **SUN FLOWER APARTMENTS** has granted the commencement certificate to develop the project vide approval dated **15.06.2018** by **Krishnanagar Municipality**.
- E. The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also or the apartment, plot to building, as the case may be from ( **Krishnanagar Municipality**). 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;

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- 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/ Apartment)no. ....("Building") along with **garage/covered** parking no. .... admeasuring ..... square feet in the....., as permissible under the applicable law and of pro rata share in the common areas ("Common Areas") as defined under clause (m) of Section 2 of the Act (hereinafter referred to as the "Apartment more particularly described in Schedule A and the floor plan or 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. 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;
- J. 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;

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- K. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the [Apartment/ Plot] and the garage/covered parking (if applicable) as specified in para G

NOW THEREFORE, in consideration of the mutual 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 [Apartment/Plot] as specified in para G
- 1.2 The Total Price for the [Apartment/Plot] based on the carpet area is Rs. .... (Rupees ..... only ("Total Price") (Give break up and description):  
Holding No. of the Building .....  
Type .....  
Floor .....  
Flat No. ....
- Provide break up of the amounts such as cost of apartment, cost of exclusive balcony or verandah areas, cost of( exclusive open terrace areas, proportionate cost of common areas, preferential location charges, taxes, maintenance charges as per para II etc., if/as applicable
- [AND] [if/as applicable]

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Exclusive balcony or verandah	:- Included in Total Price above
Exclusive Open Terrace	:- Not Applicable
Proportionate common area	:- No Separate Charges
Preferential Location Charges	:- No Separate Charges
Garage/Covered parking -1	:- Separate Charges (Price- .....)
Garage/Covered parking -1	:- Separate Charges (Price- .....)
Price of the Apartment (in rupees):-	.....
GST Charges of the Apartment in Rs.:-	.....
Total price of the Apartment along with GST in Rs.	.....

**EXPLANATION:**

- (i) The Total Price above includes the booking amount paid by the allottee to the Promoter towards the [Apartment/ Plot];
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of GS.T. and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) up to the date of handing over the possession of the apartment/plot to the allottee and the project to the association of allottees or the competent authority, as the case may be, after obtaining the completion certificate;

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

Provided further that if there is any increase in the taxes after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the allottee;

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- (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 [Apartment/Plot] 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, to the apartment, lift, water line and plumbing, finishing with putty, floor tiles, doors, windows fire fighting equipment in the common areas, maintenance charges as per para II etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the [Apartment/ Plot] and the Project.
- 1.3. The allottee(s) shall make the payment as per the payment plan set out in Schedule C ("Payment Plan").
- 1.4. 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 or and Schedule i ' (which shall be in conformity with the advertisement, prospectus etc. on the basis of which sale is effected) in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Allottee as per the provisions of the Act.

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.

- 1.5 Subject to para 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the (Apartment. Plot) us mentioned below:**
- (i) The Allottee shall have exclusive ownership of the (Apartment/Plot);
  - (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share interest to Allottee in the Common Areas is undivided and cannot lie divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience to hindrance to them, It is clarified that the promoter shall hand over the common areas to the association of allottee after duly obtaining The completion certificate from the competent authority as provided in the Act:
  - (iii) That the computation of the price of the [ Appertaining/Allot] includes recovery of price of land, construction of [not only the Apartment but also) the Common Areas, internal development charges, external development charges, taxes, coat of providing electric wiring, lift , water line and plumbing, finishing with Putty, floor tiles, doors, windows, fire fighting facility abable in the common areas, maintenance charges as per para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the (Apartment/ Plot) and the Project;
  - (iv) That Allottee has the right to visit the project site to assess the extent of development of the project and his apartment as the case may be.
- 1.6. It is made clear by the Promoter and the Allottee agrees that the (Apartment Plot) along with .....garage/cavorted parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone**



and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottee of the Project.

- 1.7. The Promoter agrees to pay all outgoings before transferring the physical possession of the apartment to the allottees, which it has collected from the Allottee, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottee or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottee, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.
- 1.8. The Allottee has paid a sum of Rs. ....(Rupees ..... only) as booking amount being part payment towards the Total Price of the [Apartment/Plot] at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the [Apartment/Plot] as prescribed in the Payment Plan [Schedule C] as may be demanded by the Promoter within the time and in the manner

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

**2. MODE OF PAYMENT :**

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan [through A/c Payee cheque/demand draft/ bankers cheque or on-line payment (as applicable) in favor of **Susanta Das** payable at **Krishnanagar**.

**2.1. FOR FLAT OWNERSHIP :**

- |     |                          |   |     |
|-----|--------------------------|---|-----|
| i)  | At the time of Agreement | - | 25% |
| ii) | Before possession        | - | 75% |

and it is hereby expressly agreed that the time for payment of each of the aforesaid installments of the purchase price shall be the essence of contract. **All the payment are payable along with GST.**

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

- 3.1. The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 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 such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the

Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve of 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 para 3.1 above. 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 applied for herein in any way and the Promoter shall be issuing the payment receipts in favor of the Allottee only.

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

The Allottee authorizes the Promoter to adjust appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the allottee against the [Apartment/Plot], 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 IS 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 [Apartment/Plot] to the Allot-

tee and the common areas to the association of allottees or the competent authority, as the case may be.

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

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the [Apartment/Plot ] and accepted the floor plan, payment plan and the specifications, amenities and facilities [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities, subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the byelaws, FAR and density norms and provisions prescribed by the **KRISHNANAGAR MUNICIPALITY** and shall not have an option to make any variation /alteration/modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

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

- 7.1. Schedule for possession of the said [Apartment/Plot] - The Promoter agrees and understands that timely delivery of possession of the [Apartment/Plot] to the allottee and the common areas to the association of all eyes or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to hand over possession of the [Apartment/Plot] along with ready and complete common areas with all specifications, amenities and facilities of the project in place within **31st December, 2019 with a grace period upto 30th June, 2020** 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"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the [Apartment/Plot].

Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 days from that date. 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. 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 obtaining the occupancy certificate\* from the competent authority shall offer in writing the possession of the [Apartment/Plot], to the Allottee in terms of this Agreement to be taken within two months from the date of issue of occupancy certificate. [Provided that, in the absence of local law, the conveyance deed in favor of the allottee shall be carried out by the promoter within 3 months from the date of issue of occupancy certificate]. The Promoter agrees and undertakes to indemnify

nify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee, after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter /association of all allottees, as the case may be after the issuance of the completion certificate for the project. The promoter shall hand over the occupancy certificate of the apartment/ plot, as the case may be, to the allottee at the time of conveyance of the same.

**7.3. Failure of Allottee to take Possession of [Apartment/Plot]** - Upon receiving a written intimation from the Promoter as per para 7.2, the Allottee shall take possession of the [Apartment/Plot) from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoter shall give possession of the [Apartment/Plot] to the allottee in case the Allottee fails to take possession within the time provided in para, 7.2. such Allottee shall continue to be liable to pay maintenance charges and for all damages to the designated Apartment as specified in para 7.2.

**7.4 Possession by the Allottee** - After obtaining the occupancy certificate\* and handing over physical possession of the [Apartment/Plot] to the allottee, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of Allottee or the competent authority, as the case may be, as per the local laws;

[Provided that, in the absence of any local law, the promoter shall handed over the necessary documents and plans, including common areas, to the association of all eges 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 proposes to cancel/withdraw from the project without any fault of the promoter, the promoter herein is entitled to forfeit the booking amount (that 25% of the total price) paid for the allotment. The balance amount of money paid by the allottee shall be returned by the promoter to the allottee of such cancellation(without GST and other than taxes)

**7.6 Compensation** - The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, 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, if the promoter fails to complete or is unable to give possession of the [Apartment/Plot] (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 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, the Promoter shall be liable, on demand to the Allottees, in case the Allottee wishes to withdraw from the Project without prejudice to any other remedy available, to return the total amount received by him in respect of the [Apartment/Plot], 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;

Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate prescribed in the Rules for every month of delay, till the handing over of the possession of the [Apartment/Plot] 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; 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: [in case there are any encumbrances on the land provide details of such encumbrances including any rights, title, interest and name of party in or over such land];
- (iv) There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the [ Apartment/Plot];
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and [Apartment/Plot] 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/Plot] and common areas;



- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform an)' act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land including the Project and the said (Apartment/Plot] which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [Apartment/Plot] to the Allottee 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/Plot] to the Allottee 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 matter of any HUFF 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 apartment, plot or building, as the case may be, 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 ordinance, 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 clause, the Promoter shall be considered under a condition of Default, in the following events:

- (i) Promoter fails to provide ready to move in possession of the [Apartment/Plot] to the Allottee within the time period specified in para 7.1 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 the Allottee complies with his obligations under this Agreement and there is Default by Promoter under the conditions listed above, Allottee is entitled to the following:

- (i) Stop making further payments linked to construction milestones 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 provided that this clause shall not be applicable if the payment by the Allottee is not construction linked; 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 under any head whatsoever towards the purchase of the apartment, along with interest at the rate prescribed in the Rules within forty-five days of receiving the termination notice:

Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the Promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over the possession of the Designated Apartment, which shall be paid by the Promoter to the Allottee within forty-five days of it becoming due.

- 9.3 The Allottee shall be considered under a condition of Default, on the occurrence of the following events:
- (i) In case the Allottee fails to make payments for consecutive two demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the Allottee shall be liable to pay interest to the Promoter on the unpaid amount at the rate prescribed in the Rules ;
  - (ii) In case of Default by Allottee under the condition listed above continues for a period beyond two consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Designated Apartment in favour of the Allottee and refund the money paid to him by the Allottee by deducting the amount paid at or before the execution of this agreement and the interest liabilities and this Agreement shall thereupon stand terminated: Such refund shall not include any amount paid by the allottee on account of Taxes paid by the allottee and/or stamp duty and registration

charges incurred by the allottee and shall be made out of the amounts received by the Promoter against sale of the Designated Apartment to any other interested person. The allottee shall, at his own costs and expenses, execute all necessary documents required by the Promoter in this regard.

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 [Apartment/Plot] as per para 1.2 under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the [Apartment/Plot] together with proportionate indivisible share in the Common Areas within 3 months from the date of issuance of the occupancy certificate\* and the completion certificate, as the case may be, to the allottee:

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

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of allottees upon the issuance of the completion certificate of the project. The cost of such maintenance shall be payable by the allottee separately, which is not included in the total price of the said apartment.

11.i. Submersible Pump, Lift, common place, Electric Charges, security guard and Sweeping charges payable by the allottees.

**12. DEFECT LIABILITY:**

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period

of 5 (five) years by the Allottee from the date of completion certificate. It shall be the duty of the Promoter 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 Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act. Provided that the obligation or liability of the Promoter shall not arise if the defect has arisen owing to act or omission of the allottee or Association of Allottees and/or any other person or if the portion alleged to have the defect has already been altered before the Promoter is able to view the same or if the related annual maintenance contracts and other licenses are not validly maintained by the association of allottees or competent authority.

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

The Promoter/maintenance agency/association of allottees shall have rights of unrestricted access of all Common Areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of allottees and/or maintenance agency to enter into the [Apartment Plot] or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

**14. USAGE:**

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the **SUN FLOWER APARTMENTS**, shall be earmarked for purposes such as parking spaces and services including but not limited to electric substation, transformer, DG set rooms, underground water tanks, Pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be

permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces and the same shall be reserved for use by the association of allottees formed by the Allottees for rendering maintenance services.

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

- 15.1. Subject to para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the [Apartment/Plot] at his/her own cost, in good repair and condition and shall not do or suffer to be done - anything in or to the Building, or the [Apartment or Plot], or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the [ Apartment Plot] and keep the (Apartment Plot), its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a lit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.
- 15.2. The Allottee further undertakes, assures and guarantees that he/she would not put any signboard / nameplate, neon light, publicity material or advertisement material etc. on the face facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the color scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the [Apartment/Plot] or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall including the outer and load bearing wall of the [Apartment/Plot],

- 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 appointed by association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
16. **COMPLIANCE OF LAWS, NOTIFICATIONS ETC BY PARTIES:**  
The Parties are entering into this Agreement or the allotment of a [Apartment / Plot] with the full knowledge of all laws, rules, regulations, notifications 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, layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority (ies) and disclosed, except for as provided in the Act.
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 [Apartment/Plot] and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such [Apartment/Plot/Building].
19. **APARTMENT OWNERSHIP ACT :**  
The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the West Bengal Apartment Act, 1972. The Promoter showing compliance of various laws/regulations as applicable in terms of the said Act.

**20. ENTIRE AGREEMENT:**

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

**21. RIGHT TO AMEND:**

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

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

22.1 . The Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan [Annexure C] 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.

22.2. 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.

**23. FURTHER ASSURANCES:**

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



**24. 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 .....after the Agreement is duly executed by the Allottee and the Promoter or ..... simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar at **A.D.S.R. KRISHNANAGAR, NADIA.** Hence this Agreement shall be deemed to have been executed at **KRISHNANAGAR, NADIA.**

**25. NOTICES :**

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

**Name of Allottee** .....  
**(Allottee Address)** .....

.....  
.....

**Name of Promoter :- SUSANTA DAS, son of Late Gouranga Chandra Das,**

**(Promoter Address) :- residing at - Ghoshpara Beledanga 1st Lane, P.O. Krishnanagar, P.S. Kotwali, Dist. Nadia, Pin - 741101**

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.

**26. JOINT ALLOTTEES :**

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

**27. SAVINGS:**

Any application letter, allotment Letter, agreement, or any other document signed by the allottee in respect of the apartment, plot or building, as the case may be, prior to the execution and registration of this Agreement for Sale for such apartment, plot or building, as the case may be, 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.

**28. THE PURCHASER/S SHALL NOT DO THE FOLLOWING :**

- a) To obstruct the other owners of the premises and/or the Association in their acts, relating to the common purpose/s .
- b) To violate any of the rules and/or regulations lay down for the common purposes and for the user of the common portions.
- c) To injure, harm or damage the common portions or any other units in the said building.
- d) To alter any portion, elevation or colour scheme of the said building/Premises.
- e) To throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the common portions SAVE at the places indicated therefore.
- f) To place or cause to be placed any article or object in the common portions.
- g) To carry on or cause to be carried on any obnoxious or injurious activity in or through the said premisses or common portions.

- h) To do or permit any thing to be done which is likely to cause nuisance or annoyance to the occupants of the other purchasers in the said building.
- i) To keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the said premises.
- j) To keep any heavy articles or things, which are likely to damage the floors or premises.
- k) To make any structural additions or alteration except with the prior permission of the land owner.

**29. 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.

**30. 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 settled under the Arbitration and Conciliation Act, 1996.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for Sale at **KRISHNANAGAR, NADIA** in the presence of attesting witness, signing as such on the day ..... day of ....., 20..... .

**SIGNED AND DELIVERED BY THE WITHIN NAMED:**

Allottee: (including joint buyers)

(1) Signature .....	Photo
Name .....	
Address .....	

(1) Signature .....	Photo
Name .....	
Address .....	

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**SIGNED AND DELIVERED BY THE WITHIN NAMED:**

**Promoter :**

(1) Signature .....

Name **Susanta Das, (Aadhaar no. 4447 5048 4582) son of Late Gouranga Chandra Das,**

residing at - Ghoshpara Beledanga 1st Lane, P.O. Krishnanagar, P.S. Kotwali, Dist. Nadia, Pin - 741101

At **KRISHNANAGAR, NADIA**, on ..... day of ....., 20....., in the presence of:

**WITNESSES:**

1. Signature .....

Name .....

Address .....

2. Signature .....

Name .....

Address .....

**SCHEDULE 'A'**

ALL THAT Piece or parcel of land measuring **13.33 decimals**, a little more or less, whereupon the ground floor Plus four upper floor multistory building namely " **SUN FLOWER APARTMENT**" standing thereon, lying and situated within the Collectorate of Nadia, Sub-Division-Krishnagar, under P.S. Kotwali, under Krishnagar Municipality, Pargana- Ukhera, A.D.S.R. Office- Krsihnagar, within Mouza Krishnagar, J.L. No. 92, ap- pertaining to Plot No. L.R. 3840, 3841 under Khatian No. L.R. 46051, 46945, 27868, 46833, and all other easement right thereto.

Mouza- 92 No. Krishnagar, at D.L. Roy Road, under Krishnagar Municipality Ward No. 15, Holding No. 45.

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<u>KHATIAN NO.</u>	<u>PLOT NO.</u>	<u>CLASSIFICATION</u>	<u>AREA</u>
L.R. 46051, 46945, 27868, 46833,	R.S. 2326, 2329 L.R. 3840, 3841	VITIAT PRESENT FLAT	13.33 decimal

**THE PROPERTY IS BUTTED AND BOUNDED AS FOLLOWS:-**

- On the North** :- Property of Soumendra Mohan Ghosh, R.S. Plot No. 2325  
**On the South** :- D.L. Roy Road, R.S. Plot No. 2141  
**On the East** :- Property of Nitai Lal Das & others , R.S. Plot No. 2326 and  
Property of Amarnath Das R.S. Plot No. 2329.  
**On the West** :- Property of Hemanta Das , R.S. Plot No. 3946

**SCHEDULE 'B'**

(Description of the Flat to be sold)

ALL THAT a self contained Flat being the part and parcel of the first schedule herein-  
above written, lying and situated on the ..... floor of the **SUN FLOWER APART-  
MENT** admeasuring carpet area ..... sq.ft. a little more or less, being  
..... No. ' ..... ' which is ..... side of .....  
Floor and Specifically demarcated i.e. North - ..... , South - .....  
, East- ..... , West - ..... , together with the undivided impartible  
proportionate share in the land and common areas which is more fully and particularly  
described in the third schedule, hereinafter written.

**SCHEDULE 'C'**

Payment ....., dated- .....

Payment ....., dated- .....

Payment ....., dated- .....

\* at the time of booking 25% along with GST

\* before possession 75% along with GST.

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**SCHEDULE 'D'**  
**AMENITIES.**

**a) Structure & R.C.C. Work :-**

- 1) The building shall be R.C.C. from structure.
- 2) R.C.C. overhead water storage tank will be provided above on roof top of the building .
- 3) The flooring for living room, bed room, passages, kitchen and balconies will be Jonson Tile with skirting of the same tiles.
- 4) Colour glazed tiles will be fixed to bathroom .
- 5) Staircase treads will be of Marble .
- 6) Lift.
- 7) Two Staircase.
- 8) Water Drainage System.

**B) Doors and Windows :-**

- 1) Main door and all other doors of the building shall be of wooden door.
- 2) W.C. and Bath Doors shall be syntax Doors.
- 3) Windows shall be Alimuniam made with feeting glass.
- 4) Toilet windows shall be Alimuniam with glass touvers.

**C) Plaster and Paints :-**

- 1) The internal plaster walls and ceiling will be with smooth neeru finish (Putti) without paint.
- 2) External plaster will be painted with water proof cement paint (weather coat).

**D) Plumbing & Sanitary Fitting :-**

- 1) Plastic Pipes will be used for water supply (i.e. shower top. Gizer tec.).
- 2) Shower line will be provided.
- 3) Every Latrine will be fitted with one Indian type W.C. Pan or another commod pan.

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**E) Kitchen :-**

- 1) One cooking platform of polished black stone with colour glazed tiles.

**F) Electrical Work :-**

- 1) One common wooden cupboard for electric meters and switch board and electric wire to be provided to the purchaser for necessary electrical works including respective premises and the also to be provided near staircase. But no wire for installation of A.C. connection to be provided.

**SCHEDULE 'E'**

- 1) The purchasers shall have exclusive right, title and interest over the said Flat after execution of deed of conveyance and shall enjoy the same freely with a right to transfer, mortgage, lease etc. and this right is inheritable also.
- 2) The purchaser/s shall have also right of common passage, user and movement in all the common portions and shall enjoy absolute, unfettered and unencumbered right over the common portions.
- 3) Such rights, supports, easements and appurtenance as are usually held, used, occupied or enjoyed as part or parcel of the said Flat and undivided share.
- 4) The right, with or without workmen and necessary materials to enter upon the said building including the said Flat or any other units for the purpose of repairing of any part or portion of the said building so far as the same can not be carried out without such entry.
- 5) The purchaser/s shall /may apply after transfer being completed, to the concerned authority for mutation of his/her/ their name/s.
- 6) The roof of the apartment is a owner's property, but only allottee can use it as a common place. If allottee will arrange any occasion he/she have to take permission from the owner.

**[The 'Schedules' to this Agreement for Sale shall be as agreed to between the Parties]**

Drafted and explained by-

**(Suman Saha)**

Advocate

Judges' Court, Nadia at Krishnagar,

Enrolment No. F/610/2017

Typed by me :

Joni Das, Krishnagar, Nadia.