

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE executed on the _____ day of _____ (Month) 20__ (Year)

BY AND BETWEEN

M/S **SRAVAN KUMAR CHOWDHURY** (PAN- ADRPC4248E) registered under the proprietorship firm, having its principal place of business at 219 PICNIC GARDEN ROAD KOLKATA 700039, hereinafter called and referred to as the VENDOR/ DEVELOPER (which expression shall unless excluded or repugnant to the subject or context be deemed to include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns), of the **FIRST PART**

AND

Mr./Mrs. _____ son/daughter of _____, aged about _____ years, residing at _____ (PAN _____) hereinafter called the ALLOTTEE/PURCHASERS (which term or 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 assigns) of the SECOND PART. 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, -

M/S. SRAVAN KUMAR CHOWDHURY
Sraavan K Chowdhury
Proprietor

- a) “**Act**” means the West Bengal Housing Industry Regulation Act, 2017 (West Ben. Act XLI of 2017);
- b) “**Rules**” means the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017;
- c) “**Regulations**” means the Regulation made under the West Bengal Housing Industry Regulation Act, 2017;
- d) “**Section**” means a section of the Act.
- e) Words defined in Schedule shall have the meaning mentioned therein.

WHEREAS :

- A. The Developer/Promoter is the absolute and lawful owner of the Land measuring **4 Cottahs, Dag No. 143** under premises No-1810 khatian No- 93 of Mouza Nayabad, Kolkata-700099 J.L. No-25, Touzi No-65, R.S. No. 3, Now within the limits of Kolkata Municipal Corporation, Ward No. 109, P.S Purba Jadavpur now Panchasayer. vide power of attorney No- I – 163000802 for the year 2019 in the office of D.S.R. -V , Alipore
- B. The Land Owners namely Sri Kashipati Ganguly alias Sri Pulak Ganguly. For the purposes of Developing the aforesaid property or properties one **Agreement for Development** was executed by and between Owner and the Developer on the 29th day of March,2019 and the said Development Agreement was registered in the office of the Additional District Sub-Registrar-Alipore Being Deed No. I - 163000797 for the year 2019.
- C. Subsequently on the basis of the said Development Agreement the said Owners executed and registered on Development Power of Attorney unto and in favor of the said Developer and which

was registered in the office of the Additional District Sub-Registrar-Alipore Being Deed No I – 163000802 for the year 2019.

- D. The said land is earmarked for the purpose of building a residential cum commercial project comprising of multistoried apartment building consisting of residential and commercial spaces and the said project shall be known as (“**PRATIMA SUNSHINE**”);
- E. 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 to be constructed have been completed;
- F. The Kolkata Municipal Corporation has granted the commencement certificate to develop the project vide approval dated 06/05/2019 bearing Building Permit No. 2019120021.
- G. The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project and also for the apartment, plot or building, as the case may be from the Kolkata Municipal Corporation. The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable;
- H. 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._____.
- I. 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/covered parking No. _____ admeasuring _____ square feet in the _____ (Please insert the location of the garage/covered parking], 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);

- J. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- K. The Promoter/ Developer is known as M/S SRAVAN KUMAR CHOWDHURY registered under proprietorship firm.
- L. The Allottee has independently examined and verified or caused to be examined and verified and is fully aware of and thoroughly satisfied about the following:
 - a) The ownership and title of the Premises and the documents relating thereto;
 - b) The Plans sanctioned by the Municipality and has the necessary approvals and permissions;
 - c) The right, title, interest and entitlement of the Promoter in respect of the Premises;
 - d) The Phase-wise development of the Project and
 - e) The Carpet Area, Built-up Area and the Saleable (Super Built-Up) Area of the said Apartment.
- M. The Allottee undertakes and covenants not to raise henceforth any objection or make any requisition regarding the above and also waives the right, if any, to do so.

- N. The Parties hereby confirm that they are signing the Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;
- O. 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;
- P. 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 said apartment unit as specified in Schedule B.

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

1. **TERMS :**

1.1 Subject to the terms and conditions as detailed in this Agreement, the Developer agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Said Unit as more fully described in the FOURTH SCHEDULE herein below.

1.2 The Total Price for the Said Unit based on carpet area of ____ sq. ft. as per the definition given in the Act, balcony/varandah area of ____ sq. ft., aggregating to a chargeable / super built-up area of ____ sq. ft. is Rs. ____/- (Rupees ____ only) as per the details given in Part - I of the FIFTH SCHEDULE” hereunder written (the "TOTAL PRICE")

1.3 The Total Price has been arrived at in the following manner:

Sl. No.	Description	Rate Per Square Feet (In INR)	Amount (In INR)
A.	Flat/Unit Price: Flat/Unit no. _____, Block no. _____, Floor _____		
	a) Cost of Said Unit Flat /unit		

	payable extra by the Allottee		
	(f) Club Charges per Said Unit Flat/Unit calculated @ Rs. 75/- per sq. ft. + GST (payable when demanded by the Developer, upon the Club becoming ready for use)		Rs. _____
	(g) Interest Free advance towards maintenance charges of the Common Areas for 12 months @ Rs. 1.50/- per Sq. ft. of the t chargeable/super built-up area of Flat/Unit allotted to the Allottee to be paid as per notice of possession.		Rs. _____
	Sub-Total		Rs. _____
C	Total GST (Goods and Service Tax)		Rs. _____
D	Total Price (A + B + C)		Rs. _____

1.3.1 In addition to the aforesaid Total Price, the following charges shall be paid at actuals/or as mentioned by the Developer as per payment schedule:

- (a) Cost of Electric Meter;
- (b) Stamp Duty/Registration Charges/Commissioning charges and other Incidental Expenses;
- (c) Charges for mutation and separate assessment of the Said Unit/Flat/Unit's mutation fee, if any, and other miscellaneous charges and incidental charges in relation to the mutation;
- (d) Costs charges and expenses for providing satellite cable TV connection per such connection as per actuals; and
- (e) Costs for providing MS Grill for the Windows, plus applicable taxes, if required; and;
- (f) Interest Free deposit for creation of Sinking Fund @ Rs. 10/- per sq. ft. of the Flat/Unit's chargeable/super built-up area.

1.3.2 The Interest Free advance towards Common Area maintenance charges has been calculated on a proposed estimated cost and may vary as per actuals at the time of possession.

1.3.3 The above-mentioned advance Common Area maintenance charges and deposit towards Sinking Fund may, if so decided, be taken by the Developer in the name of such body as maybe so constituted by the Developer.

1.3.4 The Total Price is subject to the following explanations:

(i) The Total Price above includes the total booking amount paid/to be paid by the Allottee to the Developer towards the Said Unit which booking amount shall be and shall always be deemed to be equivalent to 10% (ten Percent) of the Total Price of the Said Unit or a sum of Rs _____ /- (Rupees _____) only, whichever is higher.

(ii) The Total Price above includes taxes (consisting of tax paid or payable by the Developer, as applicable, by way of Goods and Services Tax, and Cess or any other similar taxes which may be levied, in connection with the construction of the Building/ Project and/or of the Building/ Project payable by the Developer, by whatever name called) up to the date of handing over the possession of the Said Unit to the Allottee . Provided that in case there is any change/modification in the taxes, the subsequent amount payable by the Allottee to the Developer 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 said Building/ Project, as per registration with the authority, which shall include the extension of registration, if any, granted to the said Building/ Project by the authority as per the Act, the same shall not be charged from the Allottee.

(iii) The Developer shall periodically intimate in writing to the Allottee, the amount/instalments payable as stated in Part - II of the FIFTH SCHEDULE hereunder written (the "MANNER OF PAYMENT") and the Allottee shall make payment so demanded by the Developer within the time and in the manner specified therein. In this regard, it is agreed that in case of joint allottee, the payments made by the first allottee or the joint allottee, as the case may be, will be considered to be payments made equally by both of them and the first allottee or the joint allottee will not be entitled to claim disproportionate payments. In addition, the Developer shall, if required by the Allottee, 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 Said Unit includes recovery of price of land, cost of construction of not only the Said Unit but also the Common Areas, internal development charges, external development charges, taxes, cost of providing electrical wiring, electrical connectivity to the Said Unit, lift, water line, exterior finishing with paint, tiles, doors, windows and plumbing, fire detection and fire-fighting equipment in the Common Areas, maintenance deposits and other charges as mentioned in Clause 1.2 above and includes cost for providing all other facilities, amenities and specifications to be provided within the Said Unit and/or the Building/ Project and or the Building/ Project to the extent applicable.

1.4 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, if any, payable to the competent authority and/or any other increase, if any, in charges which may be levied or imposed by the competent authority, if any, from time to time till such time the Building/ Project is completed. The Developer undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Developer shall also enclose the relevant notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the Building/ Project, as per registration with the Authority, which shall

include the extension of registration, if any, granted to the said Building/ Project by the Authority as per the Act, the same shall not be charged from the Allottee.

1.5 The Allottee shall make the payment as per the payment plan as mentioned in this Agreement.

1.6 It is agreed that the Developer shall not make any additions and alterations in the Said Unit and specifications and the nature of fixtures, fittings, amenities, facilities and club facilities as described herein in the SIXTH SCHEDULE hereunder (which shall be in conformity with the advertisement/prospectus. Etc. on the basis of which sale if effected) in respect of the Said Unit without the previous written consent of the Allottees as per the provisions of the Act. Provided that the Developer may make such minor additions and alterations or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act on chargeable basis.

1.7 The Developer shall confirm to the Allottee the final chargeable/super built-up area of the Said Unit that has been allotted to the Allottee after the construction of the Building/ Project is complete and the occupancy certificate by the Architect (or such other certificate by whatever name called, issues by the competent authority) is granted by furnishing details of the changes, if any in the chargeable/super built-up area. The Total Price payable shall be recalculated upon confirmation by the Developer. If there is reduction in the chargeable / super built-up area beyond 3% of what has been agreed to hereunder, then, the Developer shall refund the excess money paid by the Allottee, as applicable. If there is any increase in the chargeable / super built-up area, which is not more than 3% (three percent) of the chargeable / super built-up area of the Said Unit Flat/Unit, allotted to the Allottee, as per the next milestone of the Manner of Payment as provide in the Part – II of the FIFTH SCHEDULE. All these monetary adjustments shall be made at the same rate per sq. ft. as agreed in Para 1.2 of this Agreement.

1.8 Subject to Para 10.3 below the Developer agrees and acknowledge, that the Allottee shall have the right to the Said Unit as mentioned below:

- (i) The Allottee shall have exclusive ownership of the Said Unit;
- (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share/interest of the Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Developer shall hand over the Common Areas to the association of allottees after duly obtaining the completion certificate by whatever name called, issued by the competent authority (for the entire Building/ Project) from the competent authority as provided in the Act;
- (iii) The computation of the Total Price of the Said Unit includes recovery of price of land, construction of (not only the Said Unit but also) the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Said Unit, lift, water line and plumbing, exterior finishing with paint, tiles, doors, windows, fire-detection and fire-fighting equipment in the Common Areas, maintenance charges as per Para 12 etc. and includes cost for providing all other facilities,

amenities and specifications to be provided within the Said Unit and the Phase – I of the Building/ Project and/or within the Building/ Project;

(iv) The Allottee has the right to visit the Building/ Project site to access the extent of development of the Building/ Project and the Said Unit, as the case may be.

1.9 It is made clear by the Developer and the Allottee agrees that the Said Unit along with any /covered parking/adjoining open parking/open space etc., if any, allotted to the Allottee and as mentioned in the FOURTH SCHEDULE hereto, shall remain a single indivisible unit for all purposes. It is agreed that the Building/ Project is an independent self-contained Building/ Project covering a portion of the Said Land. It is clarified that the Building/ Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Building/ Project.

1.10 The Developer agrees to pay all outgoings before transferring the physical possession of the Said Unit to the Allottees, which it has collected from the Allottees, 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 or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Building/ Project). If the Developer fails to pay all or any of the outgoings collected by it from the Allottees, the Developer agrees to be liable, even after the transfer of the Said 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 therefore by such authority or person.

1.11 The Allottee has paid a sum of Rs. _____ (Rupees _____ only) as part payment towards the Total Price of the Said Unit at the time of application the receipt of which the Developer hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Said Unit as prescribed in the Manner of Payment as provide in the Part – II of the FIFTH SCHEDULE as may be demanded by the Developer within 10 days 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, not exceeding 15% (fifteen percent) per annum.

1.12 It is specifically agreed between the Parties hereto that apart from the Price/consideration of the Said Units to be received by the Developer, the payment of extras as more fully mentioned in Part – III of the FIFTH SCHEDULE hereto (the "EXTRAS") as also deposits as more fully mentioned in Part - IV of the FIFTH SCHEDULE hereto (the "INTEREST FREE DEPOSITS") shall also be made by the Allottee to the Developer only and all such payments towards the Extras shall be non-refundable and non-adjustable and all such payments towards the "Deposits" is to be handed over to the Association after adjustments / deductions from the Extras and Interest Free Deposits by the Developer, if any.

1.13 The Interest Free Deposits as mentioned in Part – IV of the FIFTH SCHEDULE hereto shall be held by the Developer till such time the maintenance and management of the Phase - I is handed over to the association of allottees and will be refunded to the said association after deducting payments due to the Developer.

1.14 Until full payment of Extras and Deposits are made by the Allottee to the Developer, the Developer shall be under no obligation to deliver possession of the Said Unit to the Allottee and that non-payment /delayed payment will be deemed to be a breach of this Agreement on the part of the Allottee and will entail obligation on the Allottee to pay interest for the delayed period besides exercise or other rights and remedies of the Developer against the Allottee.

1.15 The Deposits shall remain in deposit with the Developer on interest free non-refundable basis on the express condition and with irrevocable authority to the Developer that in the event of any default by the Allottee in making payment of any one or more of the expenses (for which Deposits are taken) within the due time/dates fixed/understood for payment of the same respectively and in the manner required to be paid, then the Developer and/or its nominee shall in their absolute discretion and without prejudice to other rights and remedies available to the Developer and/or the nominee of the Developer and without notice to or consent from the Allottee, the Developer and/or the nominee of the Developer shall be entitled to adjust and meet out of the said Deposits the amount/s under default and the Allottee shall pay and make up the said Deposits in full within 7 days from the date of receipt of information about such adjustment and meeting of unpaid liability.

1.16 Unless otherwise expressly mentioned, all the amounts specified in the preceding paragraphs including the amounts payable under the heading Extras and Deposits shall be paid to and deposited with the Developer by the Allottee before the Deemed Date Of Possession (i.e., the expiry of fifteen days from the date of issue of notice of possession by the Developer) or the actual date of possession whichever is earlier. In case of Deemed Possession, the Allottee shall not be entitled to claim/have actual possession before making payment of all of the Extras and Deposits and the Allottee do covenant with the Developer not to demand actual possession of the Said Unit before making full payment of all the Extras and Deposits besides the Total Price. It is also agreed by the Purchaser that the Purchaser shall be liable to pay all taxes, outgoings, ground rent, local taxes, panchayat taxes, municipal taxes and all such other taxes payable on the Said Unit on and from the deemed date of possession mentioned herein.

1.17 In case the exact liability on all or any of the heads mentioned under the heading 'Extras and Deposits' cannot be quantified then the payment shall be made by the Allottee according to the Developer' estimates without objection and dispute BUT subject to subsequent accounting and settlement within a reasonable period.

1.18 Apportionment of liability of the Allottee in respect of any item of expenses towards Extras and Deposits shall be done by the Developer or the nominee of the Developer (as the case may be) and every such apportionment shall be final and binding on the Allottee.

1.19 The time for making payment of the amounts towards Extras and Deposits (besides the Total Price) is also, inter alia, the essence of this Agreement.

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 online payment (as applicable) in favour of Promoter/Developer payable at Kolkata.

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 fulfil its obligations under the 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 Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable from time to time.
- 3.2 The Promoter accepts to 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/remittance on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favor of the Allottee only.

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

The Allottee authorizes the Promoter to adjust appropriate all payments made by him/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 Allottee 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 plans, specifications, amenities and facilities of the Apartment 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 of this Agreement, the Promoter undertakes to strictly abide by such plans approved

by the competent authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the Kolkata 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 allottees 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 on _____ 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 condition 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 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 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 as specified in para 7.2.

- 7.4 **Possession of the Allottee** – After obtaining the occupancy certificate* and handing over physical possession of the [Apartment/Plot] to the Allottees, it shall be 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 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 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 of such cancellation.

7.6 **Compensation** :The Promoter shall compensate the Allottee in case of any loss caused by 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 (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 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, 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;
- (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 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 any act or thing whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vii) The promoter has not entered into any agreement for sale and/or development agreement or any other

agreement/arrangement with any person or party with respect to the said Land including the Project and the said [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 HUF and 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 Authority 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 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 moved in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respect 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 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 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.

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 payment for consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest to the Promoter on the unpaid amount at the rate prescribed in the Rules;
- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond _____ consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of

the [Apartment/Plot] in favour of the Allottee and refund the money paid to him by the Allottee 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 Apartment as per Schedule C under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the said Apartment 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;

[Provided that, in the absence of local law, the conveyance deed in favour of the allottee shall be carried out by the promoter within 3 months from the date of issue of occupancy certificate].

However, in case the Allottee fails to deposit the stamp duty and/or registration charges 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 to the Promoter is made by 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 has been included in the Total Price of the Apartment.

12. **DEFECT LIABILITY :**

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within 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.

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 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 (project name), shall be earmarked for purposes such as parking spaces and services

including but not limited to electric sub-station, transformer, DG set room, 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/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 fit 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 sign-board/name-plate, neon light, publicity material or advertisement material etc. on the face façade of the Building or anywhere on the exterior of the Project, 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 [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 for 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/Building] 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 (OR THE RELEVANT STATE ACT) :**

The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the _____.

[Please insert the name of the Apartment Ownership Act]. The Promoter showing compliance of various laws/regulations as applicable in _____.

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 Sub-Registrar (specify the address of the Sub-Registrar) as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve 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, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

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 in regard to the said apartment/plot/building, as the case may be.

22. **RIGHT TO AMEND :**

This 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 [Apartment/Plot] and the Project shall equally be applicable to and enforceable against and by way of subsequent Allottees of the [Apartment/Plot], in case of a transfer, as the said obligations go along with the [Apartment/Plot] 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 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.

24.2 Failure on the part of the Parties to enforce at anytime 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 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 Project, the same shall be the proportion which the carpet area of the [Apartment/Plot] bears to the total carpet area of all the [Apartments/Plots] in the Project.

27. **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.

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 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 Alipore. Hence this Agreement shall be deemed to have been executed at Alipore.

29. **NOTICES :**

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

_____ (Name of the Allottee)

_____ (Allottee Address)

M/s. _____ (M/S **SRAVAN KUMAR CHOWDHURY**)

_____ (at 219 PICNIC GARDEN ROAD KOLKATA 700039)

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 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 be considered to be 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 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.

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 settled under the Arbitration and Conciliation Act, 1996.

Disclosure: There are no other terms and conditions as per the contractual understanding between the parties and are not in derogation of or inconsistent with the terms and conditions set out above or the Act and the Rules and Regulations made thereunder.

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

SIGNED AND DELIVERED BY THE WITHINNAMED

Allottee (including joint buyers)

(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 WITHINNAMED

Promoter

(1) Signature _____

Name _____

Address _____

(2) Signature _____

Name _____

Address _____

SCHEDULE 'A' - DESCRIPTION OF THE ENTIRE LANDED PROPERTY ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS.

SCHEDULE 'B' - DESCRIPTION OF THE (APARTMENT/COMMERCIAL SPACE) ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS

SCHEDULE 'C' - PAYMENT PLAN
SCHEDULE 'D' - SPECIFICATION AMENITIES, FACILITIES (WHICH ARE PART OF THE APARTMENT/COMMERCIAL SPACE

SCHEDULE 'E' - ADDITIONAL CHARGE RATE DETAILS

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

*or such other certificate by whatever name called issued by the competent authority.

M/S. BRAVAN KUMAR CHOWDHURY
bravan kumar chowdhury
Proprietor