

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE is made at Kolkata on this the.....(Date)day of(Month) **TWO THOUSAND AND.....**

BY and BETWEEN

(1)KHETAWAT PROPERTIES LIMITED (PAN:AAACL5633MandCIN No. U70101WB1981PLC034265), a company within the meaning of the Companies Act,(1956 or 2013 as the case may be), having its registered office situated at 19A,Sarat Bose Road, P.S. Bhowanipore, P.O. L.R. Sarani,Kolkata 700 020, and represented by its Director **SHRI MANUJ KHETAWAT(PAN: ARLPK3532H and ADHAAR No. 4034 7591 9070)**having been duly authorized in pursuance of a Resolution of the Board of Directors dated 01.04.2017**(2) SURENDRA KUMAR KHETAWAT (PAN: AFCPK5719H andADHAAR No. 3257 1402 4535)**son of Late PrahladraiKhetawat and **(3) HARSHIT KHETAWAT (PAN:AUBPK2669L and ADHAAR No. 3179 5811 7800)**son of the said Surendra Kumar Khetawat both residing at No. 19A,Sarat Bose Road,P.S. Bhowanipore P.O. Bhowanipore, Kolkata 700 020 hereinafter collectively referred to as the **OWNERS**(which term or expression in the case of the Company shall mean and include its successor and/or successors in office/interest and assigns and in the case of the individuals their respective heirs, legal representatives, executors, administrators and assigns) of the **FIRST PART.**

AND

JALAN BUILDERS PRIVATE LIMITED (PAN AABCJ7754Q and CIN No.- U70101WB2006PTC111137), also a company within the meaning of the Companies Act 1956 as extended by the Companies Act 2013 having its registered office situated at No. 236B A.J.C. Bose Road, 'Marble Arch', 2nd floor, P.O. L.R. Sarani P.S. Bhowanipore, Kolkata-700020 and represented by its Director **SHRI PRATIJK JALAN (PAN: AGYPJ5046R and ADHAAR No. 2770 0806 1311)** having been duly authorized in pursuance of a Resolution of the Board of Directors dated 09.03.2017 hereinafter referred to as the **PROMOTOR/DEVELOPER/VENDOR** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor and/or successors in office/interest and assigns) of the **SECOND PART**.

AND

(If the Allottee is a Company)

.....(**CIN No.....**) a company incorporated under the provisions of the companies Act. [1956 or the companies Act. 2013 as the case may be] having its registered office at..... (**PAN:**) represented by its Authorized Signatory....., (**ADHAAR No.....**) duly authorized vide board Resolution dated..... hereinafter referred to as the '**Allottee**' (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor- in-interest and/permitted assigns).

OR

(If the Allottee is a Partnership)

..... A partnership firm registered under the Indian partnership Act, 1932 having its principal place of business at..... (**PAN.....**) represented by its Authorized partner..... (**ADHAAR No.....**) duly authorized vide hereinafter referred to as the '**Allottee**' (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and 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).

OR

(If the Allottee is an Individual)

Mr./Ms.----- (**ADHAAR No.....**),son/daughter of Mr. -----, aged about -----, by Occupation - -----, by Nationality – Indian, by Faith - ----- residing at -----, **PAN :** -----,hereinafter, called and referred to as the **‘PURCHASER/ALLOTTEE’** (which term and expression shall unless repugnant to the context or meaning thereof be deemed to mean and includehis/her heirs, executors, administrators, successors-in-interest and permitted assign).

OR

(If the Allottee is a HUF)

Mr. -----(**ADHAAR No.....**),son of Mr. -----, aged about for self and as the Karta of the Hindu joint Mitakshara Family known as HUF, having its place of ‘business/residence at -- holding **PAN :** -----,hereinafter, called and referred to as the **‘PURCHASER/ALLOTTEE’**(which term and expression shall unless repugnant to the context or meaning thereof be deemed to mean the members or member for the time being of the said HUF, and their respective heirs, executors, administrators, and permitted assign).

The Owner, Promoter/Developer and thePurchaser(s)/Allottee, wherever the context so permits are collectively be referred to as the "Parties" and individually as a "**Party**".

Definitions: For the purpose of this “Agreement for Sale”, unless the context otherwise requires:-

- a) **“Act”**means the West BengalHousing Industry Regulation Act, 2017(West Ben. Act XLI of 2017);
- b) **“Rules”** means the West BengalHousing Industry Regulation Rules, 2018made under the West Bengal Housing Industry Regulation Act, 2017;

- c) **“Regulation”** means the Regulations made under the West Bengal Housing Industry Regulation Act, 2017;
- d) **“Section”** means a section of the Act.

WHEREAS:

- A. KHETAWAT PROPERTIES LIMITED, 2) SURENDRA KUMAR KHETAWAT AND 3) HARSHIT KHETAWAT (“Owners”)** is the absolute and lawful owners of Municipal premises no. 2 O.C. Ganguly Sarani, Assessee No. 110702300034, P.O.- L.R. Sarani, P.S.- Bhawanipore, Kolkata-700020 under the limit of Kolkata Municipal Corporation ward no. 070, Borough- VIII, 1398.365 totally admeasuring square meter situated at 2 O.C. Ganguly Sarani (Previously known as Lee Road), Kolkata-700020 vide sale deed no. 01568 dated 27.02.2011 registered at ADSR, Alipore, Dist South 24 Parganas.

The owners and the Developer/ Promoter have entered into a development agreement vide document no. 00980 dated 06.04.2017 registered at DSR-I, Alipore, South 24 Parganas.
- B.** The said land is earmarked for the purpose of building a commercial/ any other purpose project comprising plots and the said shall be known as **“ALTITUDE”**.
- C.** The Promoter/Developer/Vendor is fully competent to enter into this agreement and all the legal formalities with respect to the right, title and interest of the Promoter/Vendor/ Developer regarding the said land on which project is to be constructed have been completed.
- D.** The Kolkata Municipal Corporation (concerned competent authority) has granted the Commencement Certificate to develop the project vide approval dated 10.02.2019 bearing registration no. 2018080/33.
- E.** The Promoter/ Developer/ Vendor has obtained the final Lay out Plan, Sanctioned Plan, Specification and approval for the project and also for the unit/ Apartment, as the case may be from Kolkata Municipal Corporation. The Vendor/ Developer agrees and undertakes that it shall

not make any changes to these approved plans except in strict compliance with section 14 of the Act and other Laws as applicable.

- F.** The Promoter/Vendor/Developer has registered the project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at Kolkata on..... Under Registration No.
- G.** The Alottee/Purchaser had applied for an apartment/unit in the Project vide application No..... dated and has been allotted apartment/unit no.having carpet area of..... square feet, type, on floor in (tower/block/building) no. (Building) along with open/ covered parking no..... admeasuringsquare feet in the, (open/covered parking) as permissible under the applicable law and of pro rate share in the common areas (**“Common Areas”**) as defined under clause (m) section 2 of the act (Hereinafter referred to as the **“apartment/unit”** more particularly described in **Schedule A** and the floor plan or the apartment/unit is annexed hereto and marked as **ScheduleB**)
- H.** The Parties have gone through all the terms & conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- I.** (Please enter any additional disclosures/details);
- J.** The parties hereby confirm that they are signing this Agreement with full knowledge of the all laws, rules, regulations, notifications etc., applicable to the Project.
- K.** The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- L.** In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Vendor/Promoter, Owners hereby agrees to sell and the allottee

/Purchaser hereby agrees to purchase and the said Unit/Apartment and the covered/open car 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/Developer agrees to sell to the Allottee/Purchaser and the Allottee/Purchaser hereby agrees to purchase the Unit/ Apartment as specified in para G.

1.2 The total price for the apartment/Unit agreed to be paid by the Allottee/Purchaser is based on the Carpet area is Rs.-----/- (Rupees-----only)(**“Total Price”**) (Give break up and description):

Block/Building/Tower No.-----	Rate of Apartment/Unit per Square feet*
Apartment No.-----	
Type-----	
Floor-----	
Total Price (in rupees)	

* Provide breakup of the amount 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]

Open/Covered Parking -1	Price for -1
Open/Covered Parking -2	Price for -2
Total Price (in Rupees)	

Explanation:

- (i) The Total price above includes the booking amount paid by the Allottee/Purchaser to the Promoter/Vendor towards the Unit/Apartment;
- (ii) The Total price above includes Taxes (consisting of tax paid or payable by the Vendors by way of G.S.T. and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter/Vendors by whatever name called) upto the date of handing over the possession of the Unit/Apartment 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/Purchaser to the promoter/Vendor 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;
- (iii) The Promoter/Vendors shall periodically intimate in writing to the Allottee/Purchaser the amount payable as stated (I) above and the Purchaser shall make payment demanded by the Vendors within the time and in the manner as specified therein. In addition the Vendors shall provide the Purchaser the details of the taxes paid or demanded along with the acts/rules/notifications together with

dates from which such taxes/levies have been imposed or become effective;

- (iv) The Total Price of the unit/space includes recovery of price of land, construction of (not only the apartment/unit but also) common areas, internal development charges, external development charges, taxes, cost of providing electric wiring; electrical connectivity to the apartment, lift, water line and plumbing, finishing with the paint marbles tiles, doors, windows, fire detection and firefighting equipment's in the common areas maintainance charges as per para II etc. and includes cost of providing all other facilities, amenities and specifications to be provided within the unit/ apartment and the project;

1.3 The Total price is escalation-free, save and except increases which the Purchaser hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Vendors undertake and agree that while raising a demand on the Purchaser for increase in development charges, cost/charges imposed by the competent authorities, the Vendors shall enclose the relevant notification/order/rule/regulation to that effect along with the demand letter being issued to the Purchaser, 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 schedule 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 and shall not be charged from the Allottee/Purchaser.

1.4 The Allottee(s) shall make the payment as per the payment plan set out in **Schedule C("Payment Plan")**.

1.5 The Promoter/Vendors may allow, in its sole discretion, a rebate for early payments of installment payable by the allottee by discounting such early payments @.....% per annum for the period by which the

respective installment has been proponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an allottee by the Promoter/Vendor.

- 1.6 It is agreed that the Promoter/Vendor/Developer shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at Schedule 'D' and Schedule 'E' (which shall be in conformity with the advertisement, prospectus etc on the basis of which sale is effected) in respect of the said Unit/space as the case may be, without the previous written consent of the Purchaser as per provisions of the Act.

Provided that the Promoter/Vendor may make such minor addition or alteration as may be required by the allottee, or such minor changes or alteration as per the provision of the Act.

- 1.7 The Promoter/Vendors shall confirm to the final carpet area that has been allotted to the Purchaser after the construction of the building is complete and the occupancy certificate* is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Vendors. If there is reduction in the carpet area then the Promoter/Vendors shall refund the excess money paid by the Allottee/Purchaser within forty five days with annual interest at the rate prescribed in the rules, from the date when such an excess amount was paid by the Purchaser. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the apartment, allotted to the Purchaser, the Vendors may demand that from the Purchaser as per the next milestone of the Payment Plan as provided in Schedule C. All these monetary adjustments shall be made at the same rate per square feet as agreed in para 1.2 of this Agreement.

1.8 Subject to para 9.3 the promoter/vendor agrees and acknowledges, the Allottee shall have the right to the Unit/Apartment as mentioned below :

- i) The Allottee/Purchaser shall have exclusive ownership of the Unit/ Apartment;
- ii) The Allottee/Purchaser shall also have undivided proportionate share in Common Areas. Since the share interest of the Allottee/Purchaser in the Common Areas is undivided and cannot be divided or separated, the Purchaser 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 Purchasers after duly obtaining completion certificate from the competent authority as provided in the Act;
- iii) That the computation of the price of the Unit/Apartment includes recovery of the price of land, construction of (not only the Unit/Apartment but also) the Common Areas, internal development charges, external development charges , taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipments in the common areas maintenance charges as per para 11 etc. and includes cost for providing all other facilities, amenities and specification to be provided within the (Apartment/unit) and the project;
- iv) The Allottee/Purchaser 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.

1.9 It is made clear by the Promoter/Vendors and the Allottee/Purchaser agrees that the said Apartment/Unit along with open/covered car parking space 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 land and is not part or any other project or zone and shall not form part of and/or linked/combined with any project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Purchaser. It is

clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottee/Purchasers of the Project.

1.10 The Promoter agrees to pay all outgoing before transferring the physical possession of the apartment to the allottees, which it has collected from the Allottees, for the payment of outgoing (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, bank and financial institutions, which are related to the project). If the promoter fails to pay all or any of the outgoing collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the Apartment to the Allottees, the promoter agrees to be liable, even after the transfer of the property, to pay such outgoing 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 thereof by such authority or person.

1.11 The Allottee/Purchaser has paid a sum of Rs. _____/- (Rupees _____ only) as booking amount being part payment towards the Total Price of the Unit/Apartment at the time of application the receipt of which the Vendors hereby acknowledges and the Purchaser hereby agrees to pay the remaining price of the apartment/unit thereon as prescribed in the Payment Plan (SCHEDULE-C) as may be demanded by the Vendors within the time and manner as specified therein; Provided that if the Purchaser delays in payment towards any amount for which is payable, the Purchaser shall be liable to pay interest at the rate specified in the Rules.

2. MODE OF PAYMENT

Subject to the terms of the Agreement and the Promoter/Developer abiding by the construction milestones, the Allottee/Purchaser shall make all payments, on written demand by the promoter/Vendors within the stipulated time as mentioned in the payment plan through

account payee cheque/demand draft/banker's cheque or online payment in favor of "JALAN BUILDERS PRIVATE LIMITED" payable at Kolkata.

3. COMPLAINT OF LAWS RELATING TO REMITTANCES

- 3.1. The Allottee/Purchaser, if Resident outside Indian, 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 & Rules & Regulations made any statutory amendments/modification(s) made thereof and all other applicable laws including that of remittance of payments, acquisition/sale/ transfer of immovable property in India etc., and provide the Promoter/Vendors with such permissions, approvals which would enable the Vendors to fulfill its obligations under this Agreement, shall be made in accordance with the provision 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/Purchaser understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the RBI, he/she may be liable for any action under the Foreign Exchange management Act.,1999 or other Laws applicable, as amendment from time to time.
- 3.2. The Promoter accepts no responsibility in regard to matter 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/Purchaser 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 favour of the Allottee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENT:

The Allottee/Purchaser authorizes the Promoter/Vendor to adjust/appropriate all payments made by him/her under any head(s) of

dues against lawful outstanding of the Allottee against the Apartment/ Unit if any, in his/her name and the Allottee/ Purchaser undertakes not to object/demand/direct the Promoter/Seller to adjust his payment in any manner.

5. TIME IS ESSENCE:

The Promoter/Vendor 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/Unit) 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/UNIT:

The Allottee has been the proposed layout plan, specification, amenities and facility of the said Apartment/Unit/Office Space and accepted the floor plan, payment plan and the specification, amenities and facility (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 plan and specification, amenities and facility, 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 bye-laws, FAR and density norms and provisions prescribed by the WBHRA (the relevant state laws) and shall not have an option to make any variation/alternation/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/UNIT:

7.1 Schedule for possession of the said [Apartment/unit].-

The Promoter agrees and understands that timely delivery of possession of the [Apartment/Unit] 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/Unit] 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 conditions then the Allottee agrees that the Promoter/Vendor shall be entitled to the extension of time for delivery of possession of [Apartment/Unit]:

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/Vendor to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter/Vendor shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 days from that date. The Promoter/Vendor shall intimate the allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee/Purchaser, 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/Unit], 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 favour 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/Unit].- Upon receiving a written intimation from the Promoter as per para 7.2, the Allottee shall take possession of the [Apartment/Unit] 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 specified in para 7.2.

7.4 Possession by the Allottee.- After obtaining the occupancy certificate* and handing over physical possession of the [Apartment/Unit] to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of Allottees 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/Purchaser: The Allottee/Purchaser shall have the right to cancel/withdraw his allotment in the Project as provided in the Act:
Provided that where the Allottee/Purchaser proposes to cancel/withdraw from the project without any fault of the Vendors/Developer, the Vendors herein are 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 the 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 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/Unit] (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/Unit], 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/Unit] which shall be paid by the Promoter to the allottee within forty-five days of it becoming due.

8. REPRESENTATION AND WAARRANTIES OF THE PROMOTER/ VENDORS:

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

- i) The Promoter/Vendor 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/Vendor 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 litigation pending before any Court of law or Authority with respect to the said Land, Project or the (Apartment/Unit);

- v) All approvals, licenses and permits issued by the competent authority with respect to the Project, said Land and apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and (Apartment/Unit) 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 this 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 (Apartment/Unit) in any manner, after 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/Unit) 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/Unit) 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 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 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 Allottes 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 Fore Majeure clause, the Promoter/Vendor shall be considered under condition of Default, in the following events:

- i) Promoter/Vendors/Developer fails to provide ready to move in possession of the Apartment/Unit to the Allottee/Purchaser 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 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/Developer'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 the Promoter/Developer under the conditions listed above, the Allottee/Purchaser is entitled to the following:

- (i) Stop making further payment to the Vendors as demanded by the Promoter/Vendors. If the Allottee/Purchaser stops making payments the Vendors shall correct the situation by completing the construction milestones and only thereafter the Allottee/Purchaser be required to make the next payment without any interest; or
- (ii) The Allottee/Purchaser shall have the option of terminating the Agreement in which case the Vendors shall be liable to refund the

entire money paid by the Purchaser under any head whatsoever towards the purchase of the Unit, along with interest at the rate prescribed in the Rules within forty five days of receiving the termination notice;

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

9.3 The Allottee/Purchaser shall be considered under the condition of Default on the occurrence of the following events:

- (i) In the case the Allottee/Purchaser fails to make payment for consecutive demands made by the Vendors as per Payment Plan in Fourth Schedule hereunder, despite having been issued notice in that regard the Purchaser shall be liable to pay interest to the Vendors on the unpaid amount at the rate prescribed in the Rules;
- (ii) In case of Default by the Allottee/Purchaser under the condition listed above continues for a period beyond_____consecutive months after notice from the Vendors in this regard, the Vendors may cancel the allotment of the Unit/Apartment in favor of the Purchaser and refund the money paid to them by the Purchaser by deducting the booking amount and interest liabilities and this Agreement shall thereupon stand terminated;
Provided that the Vendors shall intimate the Purchaser 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/Unit] as per para 1.2 under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the [Apartment/Unit] 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 SAIDBUILDING /APARTMENT / PROJECT:**
The Promoter/Purchaser 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/Unit].
- 12. DEFECT LIABILITY:**
It is agreed that in case any structural defect or any 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 Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act.
- 13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:**
The Promoter/maintenance agency/association of allottees shall have rights of unrestricted access of all Common Areas, open/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/Unit] 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 ear-marked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, Pump rooms, maintenance and service rooms, firefighting pumps and equipment's etc. and other permitted uses as per sanction 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/Unit] 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/Unit] and keep the [Apartment/Unit], 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 elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the [Apartment/Unit] 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 /Unit].

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 allotment of an Apartment/unit with full knowledge of all laws, rules, regulations, notifications applicable to the Project.

17. ADDITIONAL CONSTRUCTIONS:

The Promoter/Vendor undertakes that it has no right to make additions or put up additional structures(s) anywhere in the Project after the building plan, layout plan, sanctioned plan and specifications, amenities and facilities have 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/Unit/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/Unit/Building].

19. APARTMENT OWNERSHIP ACT (OR THE RELEVANT STATE ACT):

The Promoter/Vendor has assured the Allottee 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/Purchaser by the Promoter/Vendor 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 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 or whatsoever.

21. ENTIRE AGREEMENT:

This Agreement, along with its Schedules, constitute 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/Unit, 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/Unit and the Project shall equally be applicable to and enforceable against and by any subsequent Allottees/Purchasers of the Apartment/Unit, in case of transfer, as the said obligations go along with the Apartment/Unit for all intents and purposes.

24. WAIVER NOT A LIMITATION TO ENFORCE:

- 24.1. The Promoter may, as its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee/Purchaser in not making payments as per the Payment Plan AnnexureC including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee/Purchaser that exercise of discretion by the Promoter in the case of one Allottee/Purchaser shall not be construed to be a precedent and/or binding on the Promoter to exercise such discretion in the case of other Allottees/Purchasers.
- 24.2. Failure on the part of the parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

25. SEVERABILITY:

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

Whether in this Agreement it is stipulated that the Purchaser has to make any payment, in common with other Purchaser(s) in Project, the same shall be the proportion which the carpet area of the (Apartment/Unit) bears to the total carpet area of all the (Apartment/Unit) 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/Purchaser, 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-Registered at.....(specify the address of the Sub-Register). Hence this Agreement shall be deemed to have been executed at.....

29. NOTICES

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

-----Name of Allottee

----- (Allottee Address)

M/s -----Promoter/Vendor Name

----- (Promoter/Vendor Address)

It shall be the duty of the Allottee and the Promoter/Vendor 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 the case there are joint Allottees/Purchasers all communications shall be sent by the Promoter to the Allottee/Purchaser whose name appears first at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees/Purchaser's.

31. SAVINGS:

Any Application Letter, Allotment Letter, Agreement or any other document signed by the Allottee/Purchaser in respect of the apartment, unit or building, as the case may be, prior to the execution and registration of this Agreement for Sale for such apartment, unit or building, as the case may be, shall not be construed to limit the rights and interests of the Purchaser under the Agreement for Sale or under the Act or 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 or touching upon or in relation to the terms and condition of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligation of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled under the Arbitration and Conciliation Act, 1996.

(Please insert any other terms and condition as per the contractual understanding between the parties, however please ensure that such additional terms and conditions are not in derogation of or inconsistent with the terms and condition set out above or the Act. and the Rules and Regulations made thereunder)

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee: (including joint buyers)

(1)Signature _____

Name _____

Address _____

(2)Signature _____

Name _____

Address _____

SIGNED AND DELIVERED BY THE WITHIN NAMED:

CERTIFIED TO BE TRUE COPY

Promoter/Vendor:

Jalan Builders Pvt. Ltd.

(1)Signature _____

Name PRATIJK JALAN

Address 236B, A.J.C. Bose Road, Kolkata - 700028

At _____ on _____ in the presence of :

WITNESSES:

1. Signature _____

Name _____

Address _____

2. Signature _____

Name _____

Address _____

SCHEDULE 'A' – PLEASE INSERT DESCRIPTION OF THE
APARTMENT/UNIT AND TILE GARAGE/COVERED
PARKING (IF APPLICABLE) ALONG WITH
BOUNDARIES IN ALL FOUR DIRECTIONS

SCHEDULE 'B' – FLOOR PLAN OF THE APARTMENT

SCHEDULE 'C' – PAYMENT PLAN

SCHEDULE 'D' – SPECIFICATIONS, AMENITIES, FACILITIES (WHICH
ARE PART OF THE APARTMENT/UNIT)

SCHEDULE 'E' – SPECIFICATIONS, AMENITIES, FACILITIES (WHICH
ARE PART OF THE PROJECT)

SCHEDULE-"A" ABOVE REFERRED TO

(SAIDLAND)

ALL THAT the piece and parcel of land measuring **20 Cottahs 14 Chittacks 23 Square Feet** more or less, equivalent to **1398.365 sq.mtrs** (more or less) situate lying at and being Municipal Premises No.2, O.C. Ganguly Sarani (formerly Lee Road), having KMC Assessee No. 110702300034 under Police Station Bhawanipore, P.O.-Lala Lajpat Rai Sarani, Kolkata-700020, District South 24 Parganas within the limit of Kolkata Municipal Corporation Ward No. 070, being Butted and Bounded as follows:

ON THE NORTH : Premises No. 2A, O.C Ganguly Sarani

ON THE SOUTH : Premises No. 2/1, O.C Ganguly Sarani

ON THE EAST : Premises No. 235/1, A.J.C. Bose Road

ON THE WEST : O.C. Ganguly Sarani

SCHEDULE-"A" ABOVE REFERRED TO

**(THE SAID PROPOSED UNIT AND THE PROPERTIES APURTEMENT
THERETO)**

ALL THAT the Space/Unit in or portion of the New building being **UNIT/ SPACE NO. ----** containing by admeasurements a Carpet Area of ----- Sft. equivalent to ----- **SFT.SUPER BUILT-UP AREA** , be little more or less on a portion on the ----- **FLOOR of the said** New building known as **“ALTITUDE”** at the said premises and shown in the plan annexed hereto duly bordered in **‘RED’** thereon **TOGETHER WITH** right to park _____ medium sized motor car on the **COVERED/OPEN/BASEMENT/MECHANICALCAR PARKING SPACE** on the GROUND/BASEMENT floor of the said building complex to be specifically allotted and demarcated by the Vendor at the time of possession **TOGETHER WITH** proportionate undivided and demarcated indivisible impartible share in the Common Areas and Installations mentioned and described in the **Third Schedule** hereunder written attributable to the said Unit **AND TOGETHER WITH** proportionate undivided undemarcated indivisible impartible share in the land below/ beneath the said building described and mentioned in the **Schedule- “A”(said land)** hereinabove written attributable to the said Unit.

**SCHEDULE- “B” ABOVE REFERRED TO
(FLOOR PLAN OF THE UNIT)**

**SCHEDULE –“C” ABOVE REFERRED TO
(PAYMENT PLAN)**

Part – I

The Purchaser hereby agrees to pay the total consideration amount of Rs. _____/- (Rupees _____ only) out of which the Purchaser has already paid a sum of Rs. _____/- (Rupees _____ only) at or before execution of this Agreement (which amount the Seller doth admit and acknowledge to have been received and the balance amount of the said consideration amount shall be paid to the Seller in the manner hereinafter appearing:

1.	Application Fee	Rs.10,00,000/-
2.	On or before signing of this agreement as the Booking Amount (inclusive of the application fee)	10% of the total consideration price
3.	On Completion of Piling and Foundation	10% of the total consideration price
4.	On Casting of the 2nd Floor	10% of the total consideration price
5.	On Casting of the 4th Floor of the Block	10% of the total consideration price
6.	On Casting of the 6 th Floor of the Block	10% of the total consideration price
7.	On Casting of the 8 th Floor of the Block	10% of the total consideration price
8.	On Casting of the 10 th Floor of the Block	10% of the total consideration price
9.	On Casting of the 12 th (Terrace) Floor of the Block	10% of the total consideration price
10.	On Brickwork of the flat booked	5% of the total consideration price
11.	On Flooring of the Flat Booked	5% of the total consideration price
12.	On Possession	10% of the total consideration price

All other additional deposits (mandatory) as stated above will be paid on or before taking over possession of the said flat/unit or as demanded by the Seller to the Purchaser.

Part - II

The Purchaser hereby also agrees to pay to the Seller for extra/additional works and /or facilities to be done and/or provided as per requirement of the Purchaser.

SCHEDULE-"D" ABOVE REFERRED TO

(SPECIFICATIONS)

STRUCTURE

- AAC frame structure on pile foundation RCC

WALLS

- Conventional brickwork with Cement Plastering AAC BLOCK WORK

WALL FINISH

- Interior – POP Finish
- Exterior – Brush Finish, ACP, Glazing

CEILING

- POP Finish

FLOORING

- Lift Lobby – Vitrified tiles
- Main Unit Rough Finish Concrete

TOILET

- Concealed Plumbing and pipe Work for main inlet and outlet point

ELECTRICAL

- Main line till the Distribution Box of the unit.
- 24x7 Power back up for essential services like lift, lobby, common area and apartment (2BHK-750 Watts, 3BHK-1000 Watts)

SCHEDULE-"E" ABOVE REFERRED TO

(AMENITIES& FACILITIES)

AMENITIES& FACILITIES

- Automatic high speed elevators of superior make
- Fire fighting arrangement including fire alarm, suppression system & extinguishers as required by law
- 24 hours treated water supply
- 24x7 Power Backup
- CCTV at main gate and ground floor lobbies
- Well built and well lit internal roads
- Valet Parking
- 24x7 Water Supply

DATED ----- DAY OF ----- 20.....

AGREEMENT FOR SALE

BETWEEN

**JALAN BUILDERS PVT LTD.
-----VANDOR/DEVELOPER**

&

**KHETAWAT PROPERTIES PVT. LTD.
MR.SURENDRE KUMAR KHETAWAT
MR. HARSHIT KHETAWAT
-----OWNERS**

&

**MR. -----
-----PURCHASER**

**FLAT/ UNIT NO. ----
FLOOR - -----
'ALTITUDE' (project name)**