

**DRAFTED**

**AGREEMENT FOR SALE**

**THIS AGREEMENT FOR SALE** ("Agreement") executed on this \_\_\_\_ day of \_\_\_\_\_, 2018.

**BY AND BETWEEN**

**KALIM INFRASTRUCTURE PVT. LTD., (PAN – AAECK3582C)**, a Company incorporated under the Companies Act, 1956 and having its registered Office at 63, Rafi Ahmed Kidwai Road, P.O. & P.S. – Park Street, Kolkata-700016, represented by its authorized Director **MR. FIRDOUS KALIM**, (PAN- ALKPK8786E) authorized vide company resolution dated \_\_\_\_\_ hereinafter referred to as the "**Vendor**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in- office, executors, legal representatives, administrators and assigns) of the "**FIRST PART**".

**AND**

Mr.        /        Ms.        \_\_\_\_\_,        (Aadhar        no. \_\_\_\_\_) son / daughter of \_\_\_\_\_, aged about \_\_\_\_\_, residing at \_\_\_\_\_, (pan \_\_\_\_\_), hereinafter called the "**PURCHASER**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns) of the

**SECOND PART.**

**DEFINITIONS :**

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

- a) "Act" means the West Bengal Housing Industry Regulation Act, 2017 (West Ben. Act XLI of 2017);
- b) "Rules" means the West Bengal Housing Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act 2017;
- c) "Regulations" means the Regulations made under the West Bengal Housing Industry Regulation Act, 2017;
- d) "Section" means a section of the Act.
- e) Vendor/Owner/Developer shall mean M/s. Kalim Infrastructure Private Limited, having its office at 63, Rafi Ahmed Kidwai Road, Kolkata – 700016.
- f) PROJECT shall mean the G+4 storied Residential Complex named “Greenwood Nest” comprising of 3 Building Blocks namely “Kingfisher Red, Kingfisher Blue and Kingfisher Green” along with a Club named “Dove” to be constructed on a land measuring land of 105 Decimals equivalent to 63Cottahs 8 Chittaks 18 Sq.Ft. more or less at Plot No.s 219, 299 and 298, Ward No. 42, Pargana - Padra, P.O. -Rupnarayanpur, P.S. -Salanpur, District – Burdwan, Pincode – 713335, Sub-Registry Office – Asansol, District –Registrar – Burdwan, under Rupnarayanpur Gram Panchayat, West Bengal, more or full particularly described in Schedule A hereunder

Written.

- g) PURCHASER shall mean :-
- h) ARCHITECT shall mean M/s. Prakalpa Space Kraft Pvt. Ltd. having its office at 145, C.I.T. Road, Entally, Kolkata – 700014.
- i) ADVOCATE shall mean Mr. Ajoy Sankar Sanyal, having his office at 8, Old Post Office Street, Ground Floor, Kolkata – 700001.
- j) SALEABLE AREA shall mean the total covered area of the Flats as described in the Sketch Map annexed to this Agreement together with proportionate share in the areas of the common use in respect of the building which include stairs, common passage, pump room, lift room and lift well, water reservoir and the areas as specified in the Schedule -B.
- k) Common Parts and Portions shall include staircases, common passage, lift room, lift well, pump room, water tank for maintenance and/or management of the building.
- l) Common Purpose shall mean the purposes of maintaining the said Premises and the said Building and in particular the common parts, collection and disbursement of common expenses and dealing with the matters of common interest of the Purchaser and relating to their mutual rights and obligations for the most

beneficial use and enjoyment of their respective flat exclusively and the common parts in common by the Purchaser.

m) Covered Area shall mean area of the flat as per sanctioned plan includes the thickness of the finished outer walls, internal walls and pillars.

n) Singular shall mean and include "Plural" and vice -Versa.

o) Masculine shall mean and include "Feminine" and vice -Versa.

WHEREAS:

A. The Vendor is the absolute and lawful owner of ALL THAT piece and parcel of land measuring of 69 decmials equivalent of 41 Cottahs, 11 Chittacks, 41.4. Sq.ft. more or less at Plot No.219, Durga Mandir road, Mouza Benagora, Khatian No.3, Touzi No. 22, Manbhum, R.S. No. 1420, Ward No. 42, Pargana - Padra, P.O. - Rupnarayanpur, P.S. - Salanpur, District - Burdwan, Pin Code - 713335, Sub-Registry Office - Asansol, District - Registrar-Burdwan, under Rupnarayanpur Gram Panchayet, West Bengal, Registered in the name of M/S. Kalim Infrastructure Private Limited in the office of Additional District Sub-Registry - Asansol, District - Burdwan and recorded in Book No. I, C.D. Volume No. 17, Page Nos. 3212 to 3233, Being No. 05907 for the year 2011 AND ALL THAT piece and parcel of land being measuring 36 Decimals equivalent to 21 Cottahs, 12 Chittacks, 21.6. Sq.ft. more or less at Plot Nos.

303,299 and 298, Durga Mandir Road, Mouza – Benagora, KhatianNo.3, Touzi No. 22, Manbhum,R.S. No. 1420, Ward No. 42, Pargana – Padra, P.O. – Rupnarayanpur, P.S. – Salanpur, District – Burdwan, Pin Code No. 713335, Sub Registry Office –Asansol, District Rgistrar Burdwan, under Rupnarayanpur Gram Panchyat, West Bengal vide two numbers of sale Deed dated 22-06-2011 and dated 22-06-2011 registered in the office of the Addl. District Sub-Regstrar, Asansol, Dist-Burdwan, bearing Deed No. 05907 and 05912 and the name of the Vendor is duly mutated in the record of the office of B.L & L.R.O.

B. The Said Land is earmarked for the purpose of building a [commercial/residential] project, comprising multistoried apartment buildings and the said project shall be known as GREEN WOOD NEST.

C. The Vendor/Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land on which Project is to be constructed have been completed;

D. The\_\_\_\_\_ [Please insert the name of the concerned competent authority] has granted the commencement certificate to develop the Project vide approval dated \_\_\_\_\_bearing registration no.\_\_\_\_\_;

E. The Vendor 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 [Please insert the name of the concerned competent authority]. The Vendor 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 has registered the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at \_\_\_\_\_ on \_\_\_\_\_ under registration no. \_\_\_\_\_

G. The Purchaser/s 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);

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

(I) (Please enter any additional disclosures/ details) set out herein below: -

(a) That the Flat shall be constructed on measuring land of 105 Decimals equivalent to 63 Kattahs 8 Chitlaks 18 Sq. ft, more or less in accordance with the Plan duly sanctioned by the Rupnarayanpur Gram Panchayat in association with Bardhaman Zilla parishad with such variations, modifications or alterations as may be deemed fit and proper by the Vendor and/or the Architect and the Purchaser (s) shall be aware of any sorts of additions and/or alterations of the said Project / Building / Flat. That the Architect will be the sole and only firm under whose supervision and guidance the project will be complete.

b) In consideration of the various payments to be made by the Purchaser(s) to the Vendor, the Vendor has agreed to construct, erect and complete ALL THAT the said Flat and has further agreed to nominate the Purchaser for acquiring the undivided proportionate share in the land morefully described in the Schedule-B, hereunder written.

c) That the Purchaser(s) will not do any act, deed or thing whereby the construction or development of the said building or property is in any way hindered or impeded with nor shall in any

commit breach of any of the terms and conditions herein contained.

d) That the Purchaser(s) will not cause any obstruction or interference in the construction/development of the said Project.

e) That the said undivided share in the land measuring 105 Decimals equivalent to 63 Kattahs 8 Chittaks 18Sq.ft, more or less duly comprised in the said Project shall always remain impartible and the right of the intending Purchaser(s) will remain restricted to the Flat intended to be held and/or owned by the intending Purchaser(s) or Ownership basis and such intending Purchaser(s) will not have any right, title, interest, claim or demand whatsoever or howsoever and in respect of the other portions of the said Project and/or open spaces. The Purchaser(s) shall have undivided proportionate right over the common parts and facilities in the said Project together with the proportionate share in the common parts and facilities to be determined by the Vendor at the time of marking over possession of the said Flat and together with the proportionate share in the land comprised in the said Project and attributable to the said Flat.

f) If ever in future reconstruction takes place on the roof of the said building as per available FAR of the Building Rules and regulations by the Vendor, in that event, the Purchaser(s) will have no right to put any objection or share in the newly constructed part of the building, which will be the sole property of the Vendor.



g) The Vendor shall give possession of the said Flat / Unit to the Purchaser(s) within 30 (Thirty) months from the date of this sale agreement subject to payment by the Purchaser(s) of all dues in respect of the said Flat / Unit, as morefully described in the Schedule - C, hereunder written, including legal fees, stamp duty and registration charges as applicable under the law.

h) The Vendor shall give notice ("Notice of Possession") to the Purchaser(s) regarding the date on and from which Vendor will start effecting possession of the Flats / Units.

i) The Purchaser(s) shall be required to take possession in person or attorney within 15 (Fifteen) days from the issuance of "Notice of Possession". In the event the Purchaser(s) fails or neglects to accept and take over possession of the said Flat / Unit within the time as notified in the "Notice of Possession", delivery of the Flat/Unit shall be deemed to have been taken by the Purchaser(s) on the date indicated in the "Notice of Possession". Such date shall be deemed to be the date of possession ("Deemed Date of Possession") irrespective of the date when the Purchaser(s) takes physical possession of the said Flat / Unit.

j) In cases where delivery of physical possession of the apartment is withheld by the Vendor or grounds stated elsewhere under this Agreement, the physical possession of the Flat / Unit shall be deemed to have been taken by the Purchaser(s) on the

deemed date of possession as indicated in the "Notice of Possession".

k) After taking physical possession or from the deemed date of possession of the said Flat/Unit, whichever is earlier, the Purchaser(s) shall not be entitled to put forward any claim against the Vendor in respect of any item of work in the said Flat / Unit which may said have been not carried out or completed.

l) If the Vendor fails to deliver possession of the said Flat / Unit to the Purchaser(s) within the stipulated time, subject to force majeure as stated herein below, and if on this account the Purchaser(s) wishes to withdraw his/her application, in that event the amount deposited by him/her will be refunded with simple interest at the rate applicable to the savings Bank account in a Nationalized Bank, without any other claim for damages or compensation whatsoever.

m) In case the Purchaser(s) fails or neglects to take possession of the said Flat / Unit as and when called or where physical delivery has been withheld by the Vendor on grounds stated elsewhere in this Agreement, the Purchaser(s) shall be liable to pay for proportionate share of common areas maintenance expenses and applicable taxes of the said Flat / Unit from the Deemed Date of Possession.

#### **FORCE MAJEURE**

The time as stipulated for delivery of possession of the said Flat / Unit as stated above is subject to force majeure which inter alia includes delay on account of non-availability of materials, water supply, electricity or slow down, strike or due to a dispute with the construction agencies employed by the company, civil commotion or by reason of war, enemy action or any natural calamities, rules or notification of the government / public / company, whichever is applicable, the Vendor shall be entitled to a reasonable corresponding extension of the time for delivery of possession of the apartment.

#### **CANCELLATION OF BOOKING**

- a) On the event of Cancellation of this Agreement, the Purchaser(s) shall be liable to pay the Vendor a penal charge @ 10% (Ten percent) from the total Amount deposited/ paid up till the date of such Cancellation.
- b) In addition to Cancellation Charges as above, statutory deductions if any, on such Cancellation will also be borne by the Purchaser(s).
- c) On the event of such Cancellation of this Agreement, refund will be made within 21 days from the date of such Cancellation. It is clarified that no claims for any damages / interest shall be tenable in the event of cancellation of this Agreement on any grounds whatsoever.

**TRANSFR OF ALIENTION**

The Purchaser(s) shall not be entitled to get the name of his/her/their Nominee(s) substituted in his/her/their place without prior approval of the Vendor, and the Vendor at its sole discretion, may permit the same upon payment of a transferee @ 3% (Three Percent) of the Total Cost of the said Flat / Unit including Parking Space if any. However, no Transfer Fees shall be payable in case of transfer to the spouse of the Purchaser(s). The Purchaser(s) opting for payment under installment Payment Plan, as more fully described in the Schedule - C, hereunder written, shall not be normally eligible to alienate and/or transfer their interests in the said Flat / Unit in full or in part until full payment of all installments and interests thereon, if any, is made to the Vendor except in deserving cases, solely at the discretion of the Vendor. However, transfer/alienation would be permitted in case full payment is made by the Purchaser(s). Transfer fee amounting to 3% of the total price of the said Flat / Unit and consideration for grant of right to use the Parking Space are to be paid to the Vendor. However, transfer of apartment after the Vendor has and the Deed of Transfer of the said Flat / Unit in favour of the Purchaser(s) shall not be governed by .clause,

**PAYMENT**

a) All payments shall be made by the Purchaser(s) by Pay Order / Demand Draft/ Cheque of any Bank in favour of "KALIM

INFRASTRUCTURE PRIVATE LIMITED". Cash Payments are also accepted subject to prior approval by the VENDOR.

b) All the Payments must adhere to the details given in Schedule - C.

**DELAY IN PAYMENT OF INSTALLMENTS AND/OR OTHER DUES**

a) Payment of Installments and all other dues shall have to be made within due dates as would be mentioned in the letter(s) of the Vendor to be issued from time to time requesting for such payments. Payment within time would be the essence of the terms of this Agreement. Part payment will not be accepted. After due dates, in case payment is delayed the Purchaser(s) shall have to pay interest on the amount due @18% (eighteen percent) per annum for up to 2 (two) months of delay from the respective due dates.

b) Delay in payment beyond 2 (two) months from the respective due dates shall not be considered. In case of such delay this Agreement may stand cancelled without any reference to the Purchaser(s) and the Vendor shall deduct penal charge @ 10% of the amount paid up to such date of cancellation. In case of such cancellation, the Purchaser(s) shall have no right and/or lien on the said Flat / Unit. Total deposit or installments paid by the Purchaser(s) will be refunded after deduction of the said penal charge.

c) If any of the payments made by the Purchaser(s) is dishonored for any reason, the Vendor shall be entitled at its sole discretion either to cancel this Agreement and refund all payments made by the Purchaser (s) after deducting service charges as mentioned above or THE VENDOR shall be entitled to charge a penalty of Rs. 500/- to be paid forthwith on demand.

d) No payment will be received after due date without the payment of the applicable interest or any special approvals on any emergency ground if any. store or bring and allow to be stored and brought in the said Flat / Unit any goods or hazardous or nature of which are so heavy as to effect or endanger the structure of the building or any portion of any fittings or fixtures thereof including windows, doors, floors etc., in any manner.

g) Not to hang from or attach to the beams or rafters any articles or machinery which are heavy or likely to affect or endanger or damage the construction of the building or any part thereof.

h) Not to do or cause anything to be done in or around the said Flat / Unit which may cause or tend to cause or tantamount to cause or effect any damage to any flooring or ceiling of the said Flat or adjacent to the said Flat or in any manner interfere with the use and rights and enjoyment thereof or any open passage or amenities available for common use.

i) Not to damage or demolish or cause to be damaged or demolished the said Flat / Unit or any part thereof at any time or at the fittings and fixtures affixed thereto.

j) Not to close or permit the closing of verandah or balconies and lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour scheme of the exposed walls of the Verandahs, lunge or any external walls or the fences of the external doors and windows, including grills of the said Unit which in the opinion of the Vendor differs from the colour scheme of the building or deviation of which in the opinion of the Vendor may affect the elevation in respect of the exterior walls of the said building.

K) Not to install grills the design of which have not been suggested approved by the Architect.

L) Not to make in the said Flat any structural additions and/or alterations which is menu, columns, partition walls etc., or improvement of a permanent nature except with the prior approval in writing of the Vendor and with the sanction of the concerned authority.

m) Not to use the said Flat or permit the same be used for any purpose whatsoever other than residential purpose and shall not use for the purpose which or is likely to cause nuisance or annoyance to the occupiers of the other portions of the said

building or the Vendor and occupiers of the neighboring Premises or for any illegal or immoral purpose or as a boarding house, nursing home, amusement or entertainment centre, eating or catering place, dispensary or a meeting place or for any commercial industrial activities whatsoever and similarly shall not keep in the parking place, if allotted, anything other than private motor car or motor cycle and shall not raise or put up any mutchra or pucca construction grilled well/enclosure thereon or part thereof and shall keep it always open as before, dwelling or staying of any person or blocking any and/or putting any articles shall not be allowed on the Car Parking Space.

n) To abide by such building rules and regulations as may be made applicable by the Vendor before the formation of the society after the Holding organization is incorporated to comply with and/or to adhere to the building rules and regulations of such Holding Organization.

Serve the rules framed from time to time upon formation of the Association for quiet and peaceful of the said building as a decent building.

Not to sub-divide the said Flat and/or the Parking Space if allotted or any portion thereof.

### **PARKING SPACE**



- a) A limited number of Parking spaces are proposed to be provided within the said Project.
- b) The consideration for granting the right to use the Parking Spaces as per the requirement of the Purchaser given in Schedule - B hereunder written, every endeavour will be made to provide each Purchaser(s) with at least one Two-Wheeler Parking Space or Four-Wheeler Parking Space. The Purchaser(s), however will be required to accept the decision of the Vendor as final and binding. Earmarking of specific Two-Wheeler Parking Space or Four-Wheeler Parking Space will be done in due course. After the above allocation if some un-allotted Two-Wheeler Parking Space or Four-Wheeler Parking Space remains available, the same will be offered to Purchaser(s) desiring additional Parking Space.

**ASSOCIATION FOR MAINTENANCE OF COMMON AREAS &  
SERVICES**

- a) The Purchaser(s) of the said Flat / Unit along with all the Co- Purchaser(s) in the said Project must form an association for maintenance of common areas, services and facilities as detailed in Clause - 14 hereunder written.
- b) The association may be in the form of "Greenwood Nest Owner's Association" or any other association as permitted in Law. The membership of the Association is strictly compulsory for the Purchaser(s),

c) The Purchaser(s) shall be required to complete the formalities of becoming members of such Association / Body and to comply with rules, regulations and by-laws for their membership of the said body as instructed by the Vendor.

d) The Vendor will notify the detailed scheme of formation of body at an appropriate time so as to enable the Purchaser(s) to comply with the requirement of Law.

e) The Association / Body should be bound to take over the Maintenance of Common Services, Areas and Facilities, after six months from the completion of the said Project.

f) Association / Body will carry out all necessary routine maintenance of services as mentioned in se -14 hereunder written, as well as the exterior walls of the buildings.

g) The Association / Body may however, extend their zone of activities as they may decide, within the framework of rules.

h) The electric meters of common services are to be transferred in the name of the body and all charges electric, water (if any) of the common services are to be paid by the body.

#### **MAINTENANCE OF COMMON AREAS AND SERVICES**

The Vendor will normally maintain the common areas and services as mentioned below, for a period of 12 months (twelve months)

from the date of completion of entire project.

a) Roads, pavements and pathways, Water supply system, Drainage system, Sewerage system, Pumps, Generator, Compound Lighting & Electrical System, Underground Reservoirs, Gardens and greenery, Garages, parking lots, Service lines (soil pipes, water pipes, electrical lines, fire-pipe lines fixed / fitted on the external walls of buildings), Stair lights, lifts, roof top tanks and connected pipelines, Roofs, Mummy Rooms, Lift Machine Rooms, etc,

b) The Purchaser(s) must allow the maintenance staff of the Vendor to enter the required place for such maintenance.

c) Internal maintenance of each dwelling unit will be the responsibility of the Purchaser(s).

d) Vendor will not bear any common or personal electrical charges, property tax, etc. of the Project and Purchaser (s) after the deemed date of possession.

(e) After selling of all the aforesaid projects, the Vendor will hand over the maintenance of common areas to the body formed by the Purchaser(s) along with the Co- Purchaser(s) as described in Clause - 12.

#### **INTERIM MAINTENANCE**

The Vendor shall by itself or through its nominated agency maintain the common areas and facilities for a period of normally

12 (Twelve) Months upto completion of entire project starting from the "Deemed Date of Possession". Upon expiry of aforesaid period, management and maintenance of common areas shall be handed over by the Vendor to the body formed by the members, as aforesaid who shall thereafter be responsible for maintenance of common areas. In the event of such body as aforesaid not having been constituted by then, the responsibility of common area maintenance shall be handed over by the Vendor to an interim body to be formed amongst the resident Purchaser(s) of the Project or to a group of Purchaser(s) who would take over the possession and control of the common area, on behalf of themselves and also on behalf of all other Purchaser(s) of the other apartments within the Project. The Vendor, during the pendency of maintenance (6 months), will not be liable for rectifications/maintenance of any portion / item / services / system which has/have been used / utilized unscrupulously.

#### **HANDOVER OF MAINTENANCE DEPOSIT**

The Vendor will transfer any balance amount remaining of the Six Month's Advance Maintenance Deposit taken at the time of Possession as more fully described in the Schedule - C written hereunder to the Association / Body after 6 (Six) months deducting the actual maintenance expenses.

**MISCELLENEOUS**

- a) It is understood that the Purchaser(s) is buying the said residential Flat / Unit with full knowledge and subject to all the laws/notifications and rules applicable to the said Project, which has been fully understood by the Purchaser(s). It is further understood that the Purchaser(s) has fully satisfied himself / herself / themselves about the interest and the title of the Vendor in the said land on which the Buildings will be/are being constructed.
- b) The expression of this Agreement for Sale, wherever used herein shall always mean provisional Int and will remain so till such time a formal Deed of Transfer is executed and registered by the vendor in favour of the Purchaser(s) for the said Flat / Unit.
- c) The Purchaser(s) shall from time to time sign all applications, papers, documents, maintenance agreement, electricity agreement and other relevant papers, as required, in pursuance to this allotment and to do all acts, deeds and things as the Vendor may require in the interest of the Project.
- d) Notwithstanding any clauses of this Agreement, if the Vendor is not in a position to offer the said Flat / unit allotted, the Vendor shall offer the Purchaser(s) an alternative apartment or refund the amount in full with simple interest at the then prevailing rate applicable to savings bank account without any

further liability to pay any damages or compensation.

e) The Vendor reserves the right to create charges on this Project for obtaining development and other finance. However, on or before the execution of the Deed of Transfer, the Flat / Unit will be freed from all encumbrances.

f) The Vendor will have the right to decide which block / building to construct first. All the buildings may not be constructed simultaneously. The Vendor may effect variations, additions, alterations, deletions and / or modifications as per norms therein as it may, in its sole discretion, deem appropriate and fit. No complaint regarding design, layout and accommodation shall be entertained by the Vendor.

g) Due to any operation of law or any statutory order or otherwise as may be decided by the Vendor, if a portion of the entire scheme is discontinued or truncated, and if the Purchaser(s) is affected by such discontinuation or truncation will have no right of compensation from the Vendor. The Vendor will, however, refund all the money received from the Purchaser(s) together with simple interest at the then prevailing rate applicable to savings bank account.

h) In case during the course of construction and/or after the completion of the Project, further construction on any portion of vacant land or building or terrace becomes possible, the Vendor

shall have the exclusive right to take up or complete such further construction. In such a situation, the proportionate share of the Purchaser(s) in the Land and/or in the Common Area or Areas and facilities shall stand varied accordingly. The Purchaser(s) shall be deemed to have given their consent to such construction by the Vendor.

i) The Vendor will not entertain any request for modification in the internal layouts, fittings/floorings etc. of the said Flat / Unit and also in exterior facades of the building.

j) In the event of paucity or non-availability of any material/article the Vendor may use alternative materials/article of similar quality. Decision of the Vendor on such changes shall be final.

k) Complaints, if any, regarding fittings and fixtures etc provided in the apartments will be required to be brought to the notice of the Vendor within 15 days after taking over possession of the apartment. In case Purchaser(s) fails to take physical possession within six months from the deemed date of possession, of any nature will not be entertained relating to fittings, fixtures etc. and in such, the r(s) will have to take possession of the said Flat / Unit on "as is where is" basis supply will be made available from deep tube wells or any other available source as may permit by concerned authorities. However, after handing over the common

area and facilities of the project, the maintenance body formed by Owners may make alternative arrangement for supply of potable water from the concerned municipal/competent authority and create necessary permissible infrastructure for the same at their own cost.

m) Certain infrastructure like drainage, sewerage, approach road inside the project including street lighting etc. may be common with other cluster of dwelling apartment sand compound within the project, the maintenance and management of which will lie in the hands of an APEX body of such dwelling apartments/association/registered institutional body formed or any other alternative arrangement which the Vendor finds most suitable for proper maintenance of such common facilities. The maintenance body formed by the Flat Owners will be required to be a member of such apex body and will also be required to contribute proportionately towards contingency fund and towards maintenance expenses of all such areas & facilities.

n) The Purchaser(s) may be required to execute, if necessary, a formal agreement for sale in such form as may be prescribed by the Financial Institutions. This will be executed by the Vendor within 15 days of written notification by the Purchaser(s). The Vendor will execute such Registration under the existing laws and the stamp duty at the applicable rate will be levied on such agreement for sale. Such stamp duty and other legal charges shall be payable



wholly and exclusively by the Purchaser(s).

o) After the deemed date of possession of the said Flat / Unit, the Purchaser(s) shall be liable to pay to the Vendor / any other appropriate authorities on demand all rates, taxes, levies, deposits including security deposit or assessments pertaining to the said Flat / Unit wholly and for the common areas proportionately.

p) The Purchaser(s) of the said Flat / Unit agrees to sign and execute all documents and agreement in the standard form as may be provided by the Vendor.

q) Dispute(s) if any, shall be subject to the jurisdiction of the Courts of Law at Kolkata.

r) The Purchaser(s) having any doubt/ambiguity about meaning/interpretation of any clause/sub-clause terms/condition or part thereof, mentioned in this Agreement may ask for clarification from the Vendor.

s) The Vendor however, may at its sole discretion, relax, add or modify any of the Clause(s).

t) The Application Form duly filled and signed up by the Purchaser(s) during the time of Application will form a part and parcel to this Agreement. However this Agreement will supersede any contradiction of Clauses given along with the prescribed

Application Form.

U) The right or possession of the Purchaser(s) in respect of the said Flat / Unit shall only arise upon the Purchaser(s) fulfilling all the obligations as are contained in this Agreement.

V) Agreement is personal and the Purchaser(s) shall not be entitled to transfer, let out, mortgage, lease in respect of the said Flat without the consent in writing to the Vendor, until the registration of at/Unit is completed.

w) The Project shall be known by the name "Greenwood Nest" and there are 3 (Three) Building Blocks as specified in the Sanctioned Building Plan and the name of the said Blocks shall be Block - I : "Kingfisher Red", Block - II: "Kingfisher Blue", Block - III: "Kingfisher Green" along with a Club in the Ground floor as detailed out in the Plan, named as "Dove" and the said names shall not be changed under any circumstances in future.

#### **REGISTRATION AND CONVEYANCE**

a) It will be the Vendor's endeavor to execute and register the Deed of Transfer of the said Flat / Unit after completion of the Project and handing over the same to the Purchasers). The Deed of Transfer will be drafted by the Advocate of the Vendor and shall be in such form and contain such particulars as will be approved by the Vendor. No request for any changes, whatsoever, in the Transfer Deed will be entertained. The Vendor will serve a notice to

the Purchaser(s) mentioning a date to execute and register the Deed of Transfer after the project completion and if the Purchaser(s) fails or neglects to get the Deed of Transfer registered on the date notified, a penalty of Rs. 1000/- per month will be recovered by the Vendor from the Purchaser(s) till the month in which the registration of the Deed of Transfer is completed. The Vendor shall have the right to cancel the allotment in case the Purchaser(s) fails to have the transfer deed registered within one year from the date notified to the Purchaser(s), Upon such cancellation, the amounts received from the Purchaser(s) will be refunded without any interest but after deduction of applicable service charges as stated elsewhere.

b) The Purchaser(s) will be required to pay, on demand, to the Vendor or to the Concerned Authorities, as may be so decided by the Vendor the applicable stamp duty and registration charges for execution of the Deed of Transfer of the said Flat / Unit.

c) The Purchaser(s) will also be required to pay to THE VENDOR towards legal fees, documentation and development charges as more fully described in the Schedule - C hereunder written. Be it noted that in case of bank loan disbursed in favour of the Purchaser(s), the Vendor will hand over the I.G.R. to the respective banker on registration, and the Purchaser(s) shall not raise any objection in this regard.

d) Mr. Ajoy Sankar Sanyal, Advocate, High Court, 8 Old Post Office Street, Ground Floor, Kolkata -700001, has prepared this Agreement and shall draw all papers, documents and drafts required for and/or in connection with the various common purposes relating to the said building. The Purchaser(s) have agreed to and shall be liable to make payment of fees to Mr. Ajoy Sankar Sanyal, Advocate @ 1% (One Percent) calculated upon the total Consideration Money.

J. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;

K. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

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

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

follows:

1. TERMS:

1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the purchaser and the purchaser hereby agrees to purchase, the [Apartment/Plot] as specified in para G;

1.2 The Total Price for the [Apartment/Plot] based on the carpet area is Rs.\_\_\_\_\_ (Rupees\_\_\_\_\_ only ("Total Price") (Give break up and description):

Block/Building/Tower No.	Rate of Apartment per square feet*
Apartment No.	
Type	
Floor	
Total price (in rupees)	

\*Provide break up of the amounts such as cost of apartment, cost of exclusive balcony or verandah areas, cost of exclusive open terrace areas, proportionate cost of common areas, preferential location charges, taxes, maintenance charges as per para II etc, if/as applicable

[AND] [if/applicable ]

Garage/Covered parking- 1	Price for 1
Garage/Covered parking- 2	Price for 2

Total price (in rupees)	

[OR]

Plot No.	Rate of plot per square feet*
Type	
Total price of Rupees	

\*Provide break up of the amounts such as cost of plot, proportionate cost of common areas, taxes, maintenance charges as per para II etc; if/as applicable.

[AND] [if/as applicable]

Garage/Covered parking- 1	Price for 1
Garage/Covered parking- 2	Price for 2
Total price (in rupees)	

**Explanation:**

(i) The Total Price above includes the booking amount paid by the purchaser to the Promoter towards the [Apartment/Plot];

(ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoters towards the (Apartment/Plot). way of GST and Cess or any other similar taxes which may be levied, in

connection with the construction of the Project payable by the Promoter, by whatever name called) up to the date of handing over the possession of the Apartment/Plot to the purchaser 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 purchaser to the promoter shall be increased/reduced based on such change / modification;

Provided that if there is any increase in the taxes after the expiry of the Schedule date of completion of the project as per registration with 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 charges from the purchaser.

(iii) The Promoter shall periodically intimate in writing to the purchaser, the amount payable as stated in (i) above and the purchaser shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the purchaser the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective.

(iv) The Total Price of [Apartment/Plot] includes recovery of price

of land, construction of [not only the Apartment but also the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per para II etc, and include cost for providing all other facilities, amenities and specifications to be provided within the [Apartment/Plot] 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 Promoter undertakes and agrees that while raising a demand on the purchaser for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said / notification/order/rule/regulation to that effect along with the demand letter being issued to the 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 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 purchaser.

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

1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the purchaser by discounting such early payments @\_\_\_\_% per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an purchaser by the Promoter.

1.6 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at Schedule "D" and Schedule "E" (which shall be conformity with the advertisement, prospectus, etc. on the basis of which sale is effected) in respect of the apartment, plot or building, as the case may be, without the previous written consent of the purchaser as per the provision of the Act.

Provided that the Promoter may make such minor additions or alterations as may be required by the purchaser, or such minor changes or alterations as per the provisions of the Act.

1.7 Applicable in case of an apartment] The Promoter shall confirm 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 Promoter. If there is any reduction in the carpet area then Promoter shall refund the excess money paid by purchaser paid by 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 more than three percent of the carpet area of the apartment, allotted to purchaser, the Promoter may demand 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 Clause 1.2 of this Agreement.

1.8 Subject to Clause 9.3 the Promoter agrees and acknowledges, the purchaser shall have the right to the [Apartment/Plot] as mentioned below:

(i) The purchaser shall have exclusive ownership of the [Apartment/Plot];

(ii) The purchaser shall also have undivided proportionate share in the Common Areas. Since the share interest of 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 promoter shall handover the common areas to the association of purchaser s after duly obtaining the completion certificate from the competent authority as provided in the Act;

(iii) That the computation of the price of the [Apartment/Plot] includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per para II etc, and includes cost for providing all other facilities, amenities and specifications to be provided within the [Apartment/Plot] and the Project.

(iv) The purchaser has the right to visit the project site to assess the extent of development of the project and his apartment/plot, as the case may be.

1.9 It is made clear by the Promoter and the purchaser agrees that the [Apartment/Plot] along with \_\_\_\_ garage/covered parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project

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

1.10 The Promoter agrees to pay all outgoings before transferring the physical possession of the apartment to the purchaser, which it has collected from the purchaser, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Promoter fails to pay all or any of the outgoings collected by it from the purchaser or any liability, mortgage loan and interest thereon before transferring the apartment to the purchaser, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

1.11 The purchaser has paid a sum of Rs, \_\_\_\_\_  
(Rupees

\_\_\_\_\_ only) as booking amount being part payment towards the Total Price of the [Apartment/Plot] at the time of application the receipt of which the Promoter hereby acknowledges and the purchaser hereby agrees to pay the remaining price of the [Apartment/Plot] as prescribed in the Payment Plan [Schedule C] as may be demanded by the Promoter within the time and in the manner specified therein: Provided that if the purchaser delays in payment towards any amount for which is payable, he shall be liable to pay interest at the rate prescribed in the Rules.

2. MODE OF PAYMENT:

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the purchaser 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 ' \_\_\_\_\_ ' payable at \_\_\_\_\_.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

3.1 The purchaser, 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 and Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment

acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The purchaser understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

3.2 The Promoter accepts no responsibility in regard to matters specified in para 3.1 above. The purchaser shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the purchaser subsequent to the signing of this Agreement, it shall be the sole responsibility of the purchaser 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 purchaser 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 purchaser only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

The purchaser authorizes the Promoter to adjust appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the purchaser against the [Apartment/Plot], if any, in his/her name and the purchaser 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 purchaser and the common areas to the association of the purchaser s or the competent authority, as the case may be.

6. CONSTRUCTION OF THE PROJECT/ APARTMENT:

The purchaser has seen the proposed layout plan, specifications, amenities and facilities of the [Apartment/Plot] and accepted the floor plan, payment plan and the specifications, amenities and facilities, [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities

and facilities, Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the

\_\_\_\_\_ [Please insert the relevant State laws] 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 purchaser and the common areas to the association of purchaser 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 conditions then the purchaser 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 purchaser 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 purchaser the entire amount received by the Promoter from the allotment within 45 days from that date. The Promoter shall intimate the purchaser about such termination at least thirty days prior to such termination. After refund of the money paid by the purchaser, the purchaser 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 purchaser 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 purchaser 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 purchaser in case of failure of

fulfillment of any of the provisions, formalities, documentation on part of the Promoter, The purchaser, after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/association of purchaser , 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 purchaser at the time of conveyance of the same.

7.3 Failure of purchaser to take Possession of [Apartment/Plot] - Upon receiving a written intimation from the Promoter as per clause 7.2, the purchaser 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 purchaser. In case the purchaser fails to take possession within the time provided in para 7.2, such purchaser shall continue to be liable to pay maintenance charges as specified in para 7.2.

7.4 Possession by the purchaser - After obtaining the occupancy certificate\* and handing over physical possession of the [Apartment/Plot] to the purchaser, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of the purchaser or the

competent authority, as the case may be, as per the local laws.

7.5 Cancellation by purchaser - The purchaser shall have the right to cancel/withdraw his allotment in the Project as provided in the Act:

Provided that where the purchaser 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 purchaser shall be returned by the promoter to the purchaser within 45 days of such cancellation.

7.6 Compensation - The Promoter shall compensate the purchaser in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the [Apartment/Plot] (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 7.1; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, on demand to the purchaser, in case the purchaser wishes to withdraw from the Project, without prejudice

to any other remedy available, to return the total amount received by him in respect of the [Apartment/Plot], with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within forty-five days of it becoming due; Provided that where if the purchaser does not intend to withdraw from the Project, the Promoter shall pay the purchaser 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 purchaser within forty-five days of it becoming due.

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

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

- (i) The Promoter has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- iii) There are no encumbrances upon the said Land or the Project;

[in case there are any encumbrances on the land provide details of

such encumbrances including any rights, title, interest and name of party in or over such land]

(iv) There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the [Apartment/Plot];

(v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and [Apartment/Plot] are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and [Apartment/Plot] and common areas;

(vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the purchaser 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 purchaser 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 purchaser 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 purchaser and the common areas to the Association of the purchaser 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 the said project to the competent Authorities till the completion certificate has been issued and possession of apartment, plot or building, as the case may be, along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the purchaser and association of purchaser 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 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 is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority;

(ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

9.2 In case of Default by Promoter under the conditions listed above, purchaser is entitled to the following:

(i) Stop making further payments to Promoter as demanded by the Promoter. If the purchaser stops making payments, the

Promoter shall correct the situation by completing the construction milestones and only thereafter the purchaser be required to make the next payment without any penal interest; or

(ii) The purchaser shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the purchaser 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 purchaser 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 purchaser within forty-five days of it becoming due.

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

(i) In case the purchaser fails to make payments for consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the purchaser 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 purchaser 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 purchaser and refund the money paid to him by the purchaser by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated;

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

[Provided that, in the absence of local law, the conveyance deed in favour of the purchaser shall be carried out by the promoter within 3 months from the date of issue of occupancy certificate]. However, in case the purchaser fails to deposit the stamp duty, registration charges within the period mentioned in the notice, the purchaser 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 purchaser.

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 the purchaser s 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/Plot].

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 purchaser 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 purchaser s 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 purchaser s shall have rights of

unrestricted access of all Common Areas, garages/closed parking's and parking spaces for providing necessary maintenance services and the purchaser agrees to permit the association of purchaser s 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 substation, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The purchaser 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 purchaser s formed by the purchaser s for rendering maintenance services.

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

15.1 Subject to Clause 12 above, the purchaser 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 anyway damaged or jeopardized.

15.2 The purchaser further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The purchaser 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 purchaser 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 purchaser shall also not remove any wall, including the outer and load bearing wall of the [Apartment/Plot].

15.3 The purchaser shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of purchaser and/or maintenance agency appointed by association of purchaser. The purchaser shall be responsible for any loss or damages arising out of breach of any

of the aforesaid conditions. purchaser

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 purchaser who has taken or agreed to take such [Apartment/Plot/Building].

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

The Promoter purchaser has assured the purchaser that the project

in its entirety is in accordance with the provisions of the\_\_\_\_\_

[Please insert the name of the state Apartment Ownership] Act).

The Promoter showing compliance of various laws/regulations as applicable in\_\_\_\_\_.

20. BINDING EFFECT:

Forwarding this Agreement to the purchaser by the Promoter does not create a binding obligation on the part of the Promoter or the purchaser until, firstly, the purchaser 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 purchaser and secondly, appears for registration of the same before the concerned SubRegistrar (specify the address of the Sub-Registrar) as and when intimated by the Promoter. If the purchaser (s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the purchaser 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 purchaser for rectifying the default, which if not rectified within SO(thirty) days from the date of its receipt by the purchaser, application of the purchaser shall be treated as cancel purchaser ed and all sums deposited by the purchaser in connection therewith including the booking amount shall be returned to the purchaser without any interest or

compensation whatsoever. purchaser

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 purchaser / SUBSEQUENT purchaser:

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] shall equally be applicable to and enforceable against and by any subsequent purchaser of the [Apartment/Plot], in case purchaser 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 purchaser waive the breach by the purchaser 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 purchaser that exercise of discretion by the Promoter in the case of one purchaser shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other purchaser.

24.2 Failure on the part of the Promoter 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  
WHEREVER REFERRED TO IN THE AGREEMENT:

Wherever 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/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 complete 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 purchaser, in

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after the Agreement is duly executed by the purchaser and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar

at \_\_\_\_\_ (specify the address of the Sub-Registrar).  
Hence this Agreement shall be deemed to have been executed  
at \_\_\_\_\_.

29. NOTICES:

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

\_\_\_\_\_ Name of purchaser

\_\_\_\_\_ ( purchaser Address)

M/s \_\_\_\_\_ Promoter name

\_\_\_\_\_ (Promoter Addr purchaser ess)

It shall be the duty of the purchaser 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 purchaser, as the case may be.

30. JOINT purchaser:

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

31. SAVINGS:

Any application letter, allotment letter, agreement, or any other document signed by the purchaser 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 interest of the purchaser under this 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.

[Please insert any other terms and conditions 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 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 WITHIN NAMED:

purchaser: (including joint buyers)

(1) Signature \_\_\_\_\_

Name \_\_\_\_\_

Address

(2) Signature Name

Address

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Promoter:

(1) Signature \_\_\_\_\_

Name

Address

**SCHEDULE-"A"**

**ALL THAT** piece and parcel of land measuring 69 Decimals equivalent to 41 Kattahs, 11 Chittacks, 41.4 Sq. ft, more or less at Plot No.. - 219, Durga Mandir Road, Mouza - Benagora, Khatian

No. - 3, Touzi No. - 22, Manbhum, R.S. No. - 1420, Ward No. - 42, Pargana - Padra, P.O. - Rupnarayanpur, P.S. - Salanpur Dist. - Burdwan, Pin Code - 713335, Sub-Registry Office - Asansol, District Registrar -Burdwan, under Rupnarayanpur Gram Panchayat, West Bengal, Registered in the name of M/S. KALIM INFRASTRUCTURE PRIVATE LIMITED, in the Office of Additional District Sub-Registry - Asansol, District- Burdwan and recorded in Book No. - I, C.D, Volume No. - 17, Page Nos. - 3212 to 3233, Being No. -05907 for the year 2011 AND ALL THAT piece and parcel of land being measuring 36 Decimals equivalent to 21 Kattahs, 12 Chittacks, 21,6 Sq. ft. more or less at Plot Nos. - 303, 299 & 298, Durga Mandir Road, Mouza - Benagora, Khatian No. - 3, Touzi No. - 22, Manbhum, R.S. No. - 1420, Ward No. - 42, Pargana- Padra, P.O. - Rupnarayanpur, P.S. - Salanpur, Dist. - Burdwan, Pin Code - 713335, Sub-Registry Office - Asansoi, District Registrar - Burdwan, under Rupnarayanpur Gram Panchayat, West Bengal, Registered in the name of M/S. KALIM INFRASTRUCTURE PRIVATE LIMITED, in the Office of Additional District Sub-Registry - Asansol, District - Burdwan and recorded in Book No. - I, C.D. Volume No, - 17, Page Nos. - 3281 to 3300, Being No. - 05912 for the year 2011, TOGETHER MEASURING 105 Decimals equivalent to 63 Kattahs 8 Chittaks 18 Sq. ft. more or less at Plot Nos. - 219, 303, 299 & 298, Durga Mandir Road, Mouza - Benagora, Khatian No. - 3, Touzi No. - 22, Manbhum, R.S. No. -1420, Ward No, -42, Pargana - Padra, P.O. - Rupnarayanpur, P.S, - Salanpur, Dist. -

Burdwan, Pin Code - 713335, Sub-Registry Office - Asansol,  
District Registrar - Burdwan, under Rupnarayanpur Gram  
Panchayat, West Bengal, butted and bounded by :-

ON THE NORTH : By House of Bhupendra Nath.

ON THE EAST : By Property of Gurudas Banerjee.

ON THE SOUTH : By Morum Road (12ft)

ON THE WEST: By Concrete Road (20ft)

#### **SCHEDULE-"B"**

**ALL THAT** self contained Flat No. -                    on the                    Floor of the  
Building Block named "Kingfisher ....." to be built in the said  
Project named "Greenwood Nest" in the plot of land as described in  
the Schedule - A hereinabove, measuring                    (                    )  
Sq. Ft. approximately of Saleable Area including Super Built-up  
area, together with the proportionate share of interest in the  
common areas, portions, amenities, facilities in the said Building to  
be determined by the Vendor at the time of making over possession  
of the said Flat / Unit and together with the proportionate  
undivided share of interest in the land of 105 Decimals equivalent  
to 63 Kattahs 8 Chittaks 18 Sq. ft. more or less, beneath the  
building comprised in the said Project.

#### **SCHEDULE -"C"**

TOTAL CONSIDERATION MONEY:

a) For all that self contained Flat No. -                      on the                      Floor of  
the Building Block named "                      " to be built in the  
said Project named "Greenwood Nest" in the plot of land as  
described in the Schedule - A hereinabove, measuring .....  
(.....) Sq. Ft. approximately of Saleable Area @ Rs.                      /-  
(Rupees                      ) per Sq. ft. of  
Saleable Area

b) One time Charges for Generator Installation                      Rs.

c) Six Month's Advance Maintenance Charges                      Rs.  
for Common Areas and Services as security deposit @ Rs. ----/- per  
Sq. ft. of Saleable Area Per Month

Total Rs. -

#### SCHEDULE -"D"

SPECIFICATIONS to be provided in the said Flat as described in the  
Schedule - B above are as follows:

a) STRUCTURE:

- Foundation : Earthquake Resistant Reinforced Cement concrete  
Footing
- Super-Structure : Earthquake Resistant Reinforced Cement  
concrete Framed Structure with Brickwork infill

b) FLOORING :

- Living, Dining, Bedrooms & Internal Passage: 24" X 24" Vitrified  
Tiles
- Kitchen, Toilets, Balconies, Common Lobby & Staircase : 12" X12"

Antiskid Ceramic Tiles

- Kitchen Counter: Pre-polished Green Marble Slab

c) DADO:

- Toilets: 8" X 12" Glazed Tiles upto 7 height
- Kitchen : 8" X 12" Glazed Tiles upto 2 height over Kitchen Counter

d) DOORS:

- Frames : Sal Wood Frames in all doors
- Main Door Shutter: Moulded FRP Door
- Bedroom / Kitchen / Balcony Door Shutters : Flush Door with standard stainless steel fittings coated with Enamel Paint
- Toilet Door Shutters: PVC Door with standard stainless steel fittings

WINDOWS & RAILINGS:

- Aluminium Sliding Window / Louver
- Balcony & Staircase: Mild Steel Railing as per design coated with Enamel Paint

f) FINISHES:

- Internal: Plaster of Paris finish
- External: Anti-fungal External Grade Paint

g) SANITARY & PLUMBING:

- Water Supply: Concealed GI Water Pipes
- Sewerage & Drainage : PVC Soil & Waste Pipes
- Toilet Fixtures: White Ceramic Basin and European / Indian style



WC with PVC Cistern

- Taps & Fittings: Standard Chromium Plated
- Kitchen Sink: Stainless Steel
- Dining : White Pedestal Basin h) ELECTRICAL:
- Wiring : Concealed conduit with FRLS Copper Wires
- Switches: White Coloured Modular Switches
- Light & Fan Points : Standard Numbers along with Foot Lamp

Points in Bedrooms & Living Hall

- TV Points: In Living Hall and Master Bedroom
- Telephone Point: In Living Hall
- AC Point: In Master Bedroom
- Micro oven, Mixer, Water Purifier, Washing Machine and Chimney Points.

**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 WITHIN NAMED:

Allottee: (including joint buyers)

(1) Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_

(2) Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_

Please affix  
Photographs  
and Sign  
Please affix  
across the  
Photographs  
photograph  
and Sign  
across the  
Photograph

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Promoter:

(1) Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_

At \_\_\_\_\_ on \_\_\_\_\_  
\_\_\_\_\_ in the presence of :

Please affix  
Photographs  
and Sign  
across the  
photograph

**WITNESSES:**

1. Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_

2. Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_