

## **AGREEMENT FOR SALE**

This agreement for sale (Agreement) executed on this \_\_\_\_\_  
(date) day of \_\_\_\_\_(month), 20\_\_\_\_.

### **By and between**

**M/S. RAJWADA REALTECH (PAN - ABBFR3670H)**, a registered Partnership Firm, having its registered office at 26, Mahamaya Mandir Road, Mahamayatala, Post Office - Garia, Police Station – Narendrapur (formerly Sonarpur), Kolkata - 700 084, District – South-24 Parganas, represented by its Partners namely, **(1) PARVEEN AGARWAL (PAN – AGPPA1802M) (AADHAAR NO. 683800972303)**, and **(2) BIKASH AGARWAL (PAN – AHAPA8484B) (AADHAAR NO. 272383048531)**, both sons of Late Rajendra Kumar Agarwal, both by occupation - Business, both by Religion - Hindu, both by Nationality - Indian, both residing at 26, Mahamaya Mandir Road, Mahamayatala, Post Office - Garia, Police Station - Narendrapur (formerly Sonarpur), Kolkata - 700 084, District - South 24-Parganas, West Bengal, the Partners No. 1 namely Parveen Agarwal, duly represented by his Constituted Attorney Sri Bikash Agarwal, the partner No. 2 herein, appointed nominated and constituted by virtue of a General Power of Attorney registered on 22<sup>nd</sup> July, 2020 in the office of the Additional District Sub-Registrar at Garia in Book No. IV, Volume No. 1629-2020, Pages from 6843 to 6860, Being No. 336 for the year 2020, hereinafter referred to as the **“Promoter/Developer”** (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 their assigns).

### **AND**

Mr./Ms. \_\_\_\_\_ (Aadhaar no. \_\_\_\_\_), son/  
daughter of, aged about

\_\_\_\_\_ residing at \_\_\_\_\_, (pan-  
\_\_\_\_\_), hereinafter called the “allottee”(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).

The Promoter/Developer and allottee shall hereinafter collectively be referred to as the parties and individually as a “party”.

**DEFINITIONS:**

For the purpose of this agreement for sale, unless the context otherwise requires,-

a) “**Act**” means the West Bengal Housing Industry Regulation Act, 2017 (West Ben. Act XLI of 2017);

b) “**Rules**” means the West Bengal Housing Industry Regulation Rules, 2018 made 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. (1) AHIBARAM REALTY PRIVATE LIMITED (PAN: AALCA0519N), (2) ACRONYM RESIDENCY PRIVATE LIMITED (PAN: AALCA0561E), (3) ARION ABASAN PRIVATE LIMITED (PAN: AALCA2192D), (4) AROHIT DEVELOPERS PRIVATE LIMITED (PAN: AALCA0520D), (5) DESHANTAR SUPPLIERS PRIVATE LIMITED (PAN: AAECD4319A), (6) ESCALATED DEVELOPERS PRIVATE LIMITED (PAN: AADCE1987G), (7) GOLDENYATRA HOUSING PRIVATE LIMITED (PAN: AAECG9846M), (8) GREENIMAGE TRADING PRIVATE LIMITED (PAN: AAECG9456F), (9) JIBANJYOTI VINCOM PRIVATE LIMITED (PAN: AACCCJ9559J), (10) PRABUDDHA MERCHANTS PRIVATE LIMITED (PAN: AAGCP8626A), (11) SUBHLIFE ABASAN PRIVATE LIMITED (PAN: AASCS2130C), (12) WARMTH MERCHANTS PRIVATE LIMITED (PAN AABCW3090L), (13) DREAMLIFE COMPLEX PRIVATE LIMITED (PAN:**

AAECD4322P), (14) NASHIB INFRASTRUCTURE PRIVATE LIMITED (PAN: AAECN1775A), (15) SAPNANKUR TRADING PRIVATE LIMITED (PAN: AASCS2126G), (16) SWAPNABHUMI INFRA-PROJECTS PRIVATE LIMITED (PAN: AASCS2114C), (17) ACRONYM ENCLAVE PRIVATE LIMITED (PAN: AALCA0556B), (18) ANANNAT DEVELOPERS PRIVATE LIMITED (PAN: AALCA1052E), (19) ARROWSPACE CONCLAVE PRIVATE LIMITED (PAN: AALCA0515A), (20) ASRE REALTY PRIVATE LIMITED, (PAN: AALCA1053F), (21) ASTAVINAYAK HOUSING PRIVATE LIMITED (PAN: AALCA0554D), (22) AVINANDAN TRADING PRIVATE LIMITED (PAN: AALCA1429K), (23) BINAMOTI VINCOM PRIVATE LIMITED (PAN: AAFCB2365M), (24) DILIGENT NIRMAN PRIVATE LIMITED (PAN: AAECD4380P), (25) GREENHIGH ABASAN PRIVATE LIMITED (PAN: AAECG9455G), (26) GREENHIGH TRADING PRIVATE LIMITED (PAN: AAECG9474D), (27) MISTVALLEY TRADECOM PRIVATE LIMITED (PAN: AAICM2448R), (28) SAMREEK TRADECOM PRIVATE LIMITED (PAN: AASCS2128J), (29) SOMANSH CONCLAVE PRIVATE LIMITED (PAN: AASCS2129K), (30) ZEALOUS NIRMAN PRIVATE LIMITED (PAN: AAACZ6146M), (31) ADMIRABLE COMMERCIAL PRIVATE LIMITED (PAN: AALCA1060E), (32) AEROHEIGHT HOUSING PRIVATE LIMITED (PAN: AALCA0512H), (33) ALOKBARSHA TRADECOM PRIVATE LIMITED (PAN: AALCA0641D), (34) ARMOURED CONSTRUCTION PRIVATE LIMITED (PAN: AALCA0513G), (35) CITISPACE TRADERS PRIVATE LIMITED (PAN: AAFCC0514R), (36) DEVOTION REALCON PRIVATE LIMITED (PAN: AAECD4379G), (37) MOONTREE SUPPLIERS PRIVATE LIMITED (PAN: AAICM2798N), (38) SANCTITY RESIDENCY PRIVATE LIMITED (PAN: AASCS2113F), (39) AGORISE INFRASTRUCTURE PRIVATE LIMITED (PAN: AALCA0514B), (40) ARCAVA NIRMAN PRIVATE LIMITED (PAN: AALCA0562H), (41)

**PARDARSHI MARKETING PRIVATE LIMITED (PAN: AAGCP8604G), (42) EVERSHP NIRMAN PRIVATE LIMITED (PAN: AADCE2165J), (43) SIDDHIBHUMI NIRMAN PRIVATE LIMITED (PAN: AASCS2330J), (44) RAVIJYOTI MERCHANTS PRIVATE LIMITED (PAN: AAGCR1253H), (45) SONARTARI HOUSING PRIVATE LIMITED (PAN: AASCS2329D), (46) SWAPNADEEP PROJECTS PRIVATE LIMITED (PAN: AASCS3529F),** all are incorporated under Companies Act, 1956, all have registered office at 26, Mahamaya Mandir Road, Mahamayatala, Post Office -Garia, Police Station – Narendrapur (formerly Sonarpur), Kolkata - 700 084, District - South 24-Parganas, West Bengal, being the absolute owners of the land measuring more or less **73.804 Decimal** equivalent to **2 Bigha 4 Cottah 10 Chittack 23 Sq. Ft.** be the same a little more or less comprised in Mouza – **Ukhila Paikpara**, J.L. No. 56, Touzi No. 109, R.S. No. 147, Pargana – Medanmalla, under R.S. Dag Nos. 2666, 2665, 2664, 2667, 1071, 1068, 1067, 1066 and 1073 Corresponding to L.R. Dag Nos. 2551, 2550, 2549, 2552, 706, 703, 702, 701 and 708, under R.S. Khatian Nos. 422/1, 126, 842, 330, 336, 760 and 331, split up of the aforesaid lands are hereunder:

<b>SRL</b>	<b>R.S. DAG NO.</b>	<b>R.S. KHATIAN NO</b>	<b>L.R. DAG NO.</b>	<b>AREA IN DECIMAL</b>	<b>NATURE OF LAND</b>
1	2666	422/1	2551	7.36	SHALI
2	2665	126	2550	8.28	
3	2664	842	2549	5.47	
4	2667	330	2552	10.12	
5	1071	331	706	0.34	
6	1068	331	703	0.834	

7	1067	336	702	2.76	
8	1066	422/1	701	4.6	SHALI
9	1073	760	708	34.04	SHALI
<b>TOTAL</b>				<b>73.804</b>	

under L.R. Khatian Nos. 2247, 2710, 2276, 2589, 2296, 2251, 2706, 2281, 2718, 2300, 2260, 2708, 2255, 2716, 2264, 2262, 2712, 2282, 2266, 2709, 2294, 2268, 2288, 2261, 2711, 2284, 2273, 2714, 2267, 2252, 2721, 2257, 2263, 2283, 2719, 2279, 2259, 2717, 2287, 2286, 2277, 2280, 2715, 2295, 2258, 2248, 2289, 2275, 2265, 2274, 2250, 2249, 2713, 2299, 2245, 2270, 2253, 2707, 2271, 2720, 2269 and 2278, within the limits of Rajpur-Sonarapur Municipality, Municipal  **Holding No. 282**, Ward No. 27, Post Office - Narendrapur, Police Station - Narendrapur (formerly Sonarpur), Kolkata - 700 103, Matri Bhaban Road, District - South 24-Parganas, West Bengal, together with all easements rights and appurtenances thereto, desire to promote their entire land and property but due to paucity of fund, the Owners/Vendors herein entered into a Development Agreement on ..... to promote their Said Property with **M/S. RAJWADA REALTECH**, the Developer herein, which was registered before the office of the A.D.S.R. – Sonarpur, South-24 Parganas and recorded in its Book No. I, Volume No. ...., Page from ..... to ....., Being No. .... for the year 2020, and said Owners herein also executed and registered a General Power of Attorney unto and in favour of the said “**M/S. RAJWADA REALTECH**”, the developer herein, and said Power of Attorney was duly registered on ..... in the office of the **A.D.S.R. – Sonarpur, South-24 Parganas** and recorded in its Book No. I, Volume No. ...., Page from ..... to ....., Being No. .... for the year 2020.

**B. (47) M/S. P R CONSTRUCTIONS (PAN - AAWFP9638H)**, a partnership firm having its registered office at 26, Mahamaya Mandir Road, Mahamayatala, Post Office - Garia, Police Station - Sonarpur, Kolkata - 700 084, District – South-24 Parganas, being the absolute owners of the land measuring more or less **110.86 Decimal** equivalent to **3 Bigha 7 Cottah 1 Chittack 11 Sq. Ft.** be the same a little more less, out of which land measuring **110.31 Decimal** be the same a little more or less comprised in Mouza – **Ukhila Paikpara**, J.L. No. 56, Touzi No. 109, R. S. No. 147, Pargana – Medanmalla, under R.S. Dag Nos. 2666, 2665, 2664, 2667, 2671, 2671/2916, 2668, 2669, 1065, 1069, 1067, 1066, 1074, 1073, 1071, 2670, 1070, 1072, 1076, 1077, 1078, 1050, 1051, 1053, 1054 and 1068 Corresponding to L.R. Dag Nos. 2551, 2550, 2549, 2552, 2557, 2556, 2553, 2554, 700, 704, 702, 701, 709, 708, 706, 2555, 705, 707, 711, 712, 713, 685, 686, 688, 689 and 703, under R.S. Khatian Nos. 422/1, 126, 842, 330, 215, 295, 348, 336, 383, 760, 331, 52, 58, 317 and 530, split up of the aforesaid lands are hereunder:

<b>SRL</b>	<b>R.S. DAG NO.</b>	<b>R.S. KHATIAN NO</b>	<b>L.R. DAG NO.</b>	<b>AREA IN DECIMAL</b>	<b>NATURE OF LAND</b>
1	2666	422/1	2551	0.5	SHALI
2	2665	126	2550	0.58	SHALI
3	2664	842	2549	0.41	SHALI
4	2667	330	2552	0.74	SHALI
5	2671	215	2557	8.86	SHALI
6	2671/2916	49	2556	5.86	SHALI
7	2668	295	2553	20.86	SHALI

8	2669	295	2554	6.01	SHALI
9	1071	331	706	0.01	SHALI
10	1065	126	700	17.86	SHALI
11	1069	348	704	8.86	SHALI
12	1068	331	703	0.624	SHALI
13	1067	336	702	0.10	SHALI
14	1066	422/1	701	0.27	SHALI
15	1074	383	709	30.43	SHALI
16	1073	760	708	2.82	SHALI
17	2670	52	2555	2.75	SHALI
18	1070	348	705		SHALI
19	1072	317	707		DANGA
20	1076	295	711		SHALI
21	1077	295	712		SHALI
22	1078	58	713	2.75	SHALI
23	1050	530	685		DANGA
24	1051	530	686		DANGA
25	1053	348	688		DANGA
26	1054	348	689		DANGA
<b>TOTAL</b>				<b>110.31</b>	

under L.R. Khatian Nos. 2705, 2147, 2465, 2179, 2705, 150, 151, 980, 1062, 1092, 2770, 2771, 2180, 382, 2285, 2246, 2254 and 2256, and Shali land measuring **0.55 Decimal** be the same a little more or less comprised in Mouza – **Jagannathpur**, J.L. No. 51, Touzi No. 271,

R.S. No. 44, Pargana – Medanmalla, under R.S. Dag No. 268 Corresponding to L.R. Dag No. 287, under L.R. Khatian No. 1733, within the limits of Rajpur-Sonarpur Municipality, Ward No. 27, Post Office - Narendrapur, Police Station - Narendrapur (formerly Sonarpur), Kolkata - 700 103, District - South 24-Parganas, West Bengal, together with all easements rights and appurtenances thereto, desire to promote their entire land and property but due to paucity of fund, the Owners/Vendors herein entered into a Development Agreement on ..... to promote their Said Property with **M/S. RAJWADA REALTECH**, the Developer herein, which was registered before the office of the A.D.S.R. – Sonarpur, South-24 Parganas and recorded in its Book No. I, Volume No. ...., Page from ..... to ....., Being No. .... for the year 2020, and said Owners herein also executed and registered a General Power of Attorney unto and in favour of the said “**M/S. RAJWADA REALTECH**”, the developer herein, and said Power of Attorney was duly registered on ..... in the office of the **A.D.S.R. – Sonarpur, South-24 Parganas** and recorded in its Book No. I, Volume No. ...., Page from ..... to ....., Being No. .... for the year 2020.

**C. (48) M/S. MOZ EXPORTS PVT. LTD. (PAN AADCM2705Q)**, a private limited company under the Companies Act, 1956 having its registered office at Rathtala, Post Office - Narendrapur, Police Station - Sonarpur, South 24 Parganas, Kolkata - 700103, West Bengal, India, being the absolute owners of the land measuring more or less **52.757 Decimal** equivalent to more or less **1 Bigha 11 Cottaha 10 Chittack 30 Sq. Ft.** out of which land measuring **52.268 decimal** be the same a little more or less comprised in Mouza – **Ukhila Paikpara**, J.L. No. 56, R.S. No. 147, Touzi No. 109, Pargana – Medanmalla, under R.S. Dag Nos. 2664, 1071, 1068, 1074, 1050, 1051, 1053, 1054, 1065, 1066, 1067, 1069, 1070, 1072, 1073, 1076, 1077, 1078, 2665, 2666,



2667, 2668, 2669, 2670, 2671 and 2671/2916 Corresponding to L.R. Dag Nos. 2549, 706, 703, 709, 685, 686, 688, 689, 700, 701, 702, 704, 705, 707, 708, 711, 712, 713, 2550, 2551, 2552, 2553, 2554, 2555, 2557 and 2556, under R.S. Khatian Nos. 842, 331, 383, 530, 531, 348, 126, 422/1, 336, 317, 760, 295, 58, 330, 52, 215 and 49, split up of the aforesaid lands are hereunder:

<b>SRL</b>	<b>R.S. DAG NO.</b>	<b>R.S. KHATIAN NO</b>	<b>L.R. DAG NO.</b>	<b>AREA IN DECIMAL</b>	<b>NATURE OF LAND</b>
1	2664	842	2549	9.05	SHALI
2	1071	331	706	2.7	SHALI
3	1068	331	703	8.507	SHALI
4	1074	383	709	30.5	SHALI
5	1050	530	685	0.069	DANGA
6	1051	530	686	0.069	DANGA
7	1053	348	688	0.069	DANGA
8	1054	348	689	0.069	DANGA
9	1065	126	700	0.069	SHALI
10	1066	422/1	701	0.069	SHALI
11	1067	336	702	0.069	SHALI
12	1069	348	704	0.069	SHALI
13	1070	348	705	0.069	SHALI
14	1072	317	707	0.069	DANGA
15	1073	760	708	0.069	SHALI
16	1076	295	711	0.069	SHALI

17	1077	295	712	0.069	SHALI
18	1078	58	713	0.069	SHALI
19	2665	126	2550	0.069	SHALI
20	2666	422/1	2551	0.068	SHALI
21	2667	330	2552	0.068	SHALI
22	2668	295	2553	0.068	SHALI
23	2669	295	2554	0.068	SHALI
24	2670	52	2555	0.068	SHALI
25	2671	215	2557	0.068	SHALI
26	2671/2916	49	2556	0.068	SHALI
<b>TOTAL</b>				<b>52.268</b>	

under L.R. Khatian Nos. 2180, 2705, 2147, 2465, 2179, 2705, 150, 151, 980, 1062, 1092, 2770, 2771, 382, 2285, 2246, 2254 and 2256, and Shali land measuring **0.069 decimal** be the same a little more or less comprised in Mouza – **Jagannathpur**, J.L. No. 51, Touzi No. 271, R.S. No. 44, Pargana – Medanmalla, under R.S. Dag No. 268 Corresponding to L.R. Dag No. 287, under L.R. Khatian No. 1733, within the limits of Rajpur-Sonarpur Municipality, Municipal **Holding No. 282**, Ward No. 27, Matri Bhaban Road, Post Office - Narendrapur, Police Station - Narendrapur (formerly Sonarpur), Kolkata - 700 103, District - South 24-Parganas, West Bengal, together with all easements rights and appurtenances thereto, desire to promote their entire land and property but due to paucity of fund, the Owners/Vendors herein entered into a Development Agreement on ..... to promote their Said Property with **M/S. RAJWADA REALTECH**, the Developer herein, which was registered before the office of the A.D.S.R. – Sonarpur, South-24 Parganas and recorded in

its Book No. I, Volume No. ...., Page from ..... to ....., Being No. .... for the year 2020, and said Owners herein also executed and registered a General Power of Attorney unto and in favour of the said “**M/S. RAJWADA REALTECH**”, the developer herein, and said Power of Attorney was duly registered on ..... in the office of the **A.D.S.R. – Sonarpur, South-24 Parganas and recorded in its Book No. I, Volume No. ...., Page from ..... to ....., Being No. .... for the year 2020.**

**D. (49) B. K. CONSORTIUM ENGINEERS PRIVATE LIMITED (PAN AACCB6082A)**, a private limited company under the Companies Act, 1956, having its registered office at 9/4, Middleton Row, Room No. 1B, Middleton Mannor, Post office - Middleton Row, Police Station – Shakespear Sarani, Kolkata - 700071, District – South-24 Parganas, West Bengal, India, being the absolute owners of the land measuring more or less **202.28 Decimal** equivalent to more or less 6 Bigha 2 Cottaha 6 Chittack 18 Sq. Ft. out of which land measuring **181.9 decimal** be the same a little more or less comprised in Mouza – **Ukhila Paikpara**, J.L. No. 56, R.S. No. 147, Touzi No. 109, Pargana – Medanmalla, under R.S. Dag Nos. 2670, 1070, 1072, 1053, 1054, 1051, 1050, 1076, 1078, 1077, 1065, 1066, 1067, 1069, 1073, 1074, 2664, 2665, 2666, 2667, 2668, 2669, 2671 and 2671/2916 Corresponding to L.R. Dag Nos. 2555, 705, 707, 688, 689, 686, 685, 711, 713, 712, 700, 701, 702, 704, 708, 709, 2549, 2550, 2551, 2552, 2553, 2554, 2557 and 2556, under R.S. Khatian Nos. 52, 348, 317, 348, 530, 295, 58, 126, 422/1, 336, 331, 760, 383, 842, 330, 215 and 49, split up of the aforesaid lands are hereunder:

<b>SRL</b>	<b>R.S. DAG NO.</b>	<b>R.S. KHATIAN NO</b>	<b>L.R. DAG NO.</b>	<b>AREA IN DECIMAL</b>	<b>NATURE OF LAND</b>
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1	2670	52	2555	50.38	SHALI
2	1070	348	705	6.38	SHALI
3	1072	317	707	27.38	DANGA
4	1053	348	688	20.94	DANGA
5	1054	348	689	16.94	DANGA
6	1051	530	686	7.38	DANGA
7	1050	530	685	1.38	DANGA
8	1076	295	711	8.38	SHALI
9	1078	58	713	27.38	SHALI
10	1077	295	712	14.38	SHALI
11	1065	126	700	0.96 Decimal	SHALI
12	1066	422/1	701		SHALI
13	1067	336	702		DANGA
14	1069	348	704		DANGA
15	1073	760	708		SHALI
16	1074	383	709		SHALI
17	2664	842	2549		SHALI
18	2665	126	2550		SHALI
19	2666	422/1	2551		SHALI
20	2667	330	2552		SHALI
21	2668	295	2553		SHALI
22	2669	295	2554		SHALI
23	2671	215	2557		SHALI

24	2671/2916	49	2556		SHALI
			<b>TOTAL</b>	<b>181.9</b>	

under L.R. Khatian Nos. 2147, 2465, 2179, 2705, 150, 151, 980, 1062, 1092, 2770, 2771, 2705, 382, 2285, 2246, 2254 and 2256, and Shali land measuring **20.38 decimal** be the same a little more or less comprised in Mouza – **Jagannathpur**, J.L. No. 51, Touzi No. 271, R.S. No. 44, Pargana – Medanmalla, under R.S. Dag No. 268 Corresponding to L.R. Dag No. 287, under L.R. Khatian No. 1733, within the limits of Rajpur-Sonarpur Municipality, Municipal  **Holding No. 282**, Ward No. 27, Post Office - Narendrapur, Matri Bhaban Road, Police Station - Narendrapur (formerly Sonarpur), Kolkata - 700 103, District - South 24-Parganas, West Bengal, together with all easements rights and appurtenances thereto, desire to promote their entire land and property but due to paucity of fund, the Owners/Vendors herein entered into a Development Agreement on ..... to promote their Said Property with **M/S. RAJWADA REALTECH**, the Developer herein, which was registered before the office of the A.D.S.R. – Sonarpur, South-24 Parganas and recorded in its Book No. I, Volume No. ...., Page from ..... to ....., Being No. .... for the year 2020, and said Owners herein also executed and registered a General Power of Attorney unto and in favour of the said “**M/S. RAJWADA REALTECH**”, the developer herein, and said Power of Attorney was duly registered on ..... in the office of the A.D.S.R. – Sonarpur, South-24 Parganas and recorded in its Book No. I, Volume No. ...., Page from ..... to ....., Being No. .... for the year 2020.

**E.** Being the attorney/authorized of **ALL THAT** the piece and parcel of land measuring **13 (Thirteen) Bigha 8 (Eight) Cottah 10 (Ten) Chittack 18 (Eighteen) Sq. Ft.** equivalent to **444 Decimal** by

physical measurement **439.27 Decimal** be the same a little more or less out of which land measuring more or less **12 (Twelve) Bigha 15 (Fifteen) Cottah 15 (Fifteen) Chittack 9 (Nine) Sq. Ft.** equivalent to 423 Decimal comprised in Mouza – Ukhila Paik Para, J.L. No. 56, Pargana Medanmalla, Touzi No. 109, R.S. No. 147, and split up of land area in details are given herein below:

SRL NO.	R.S. DAG NO.	L.R. DAG NO.	R.S. KHATIAN NO.	LAND AREA	NATURE
1	2666	2551	422/1	8	Shali
2	2665	2550	126	9	Shali
3	2664	2549	842	15	Shali
4	2667	2552	330	11	Shali
5	2671	2557	215	9	Shali
6	2671/2916	2556		6	Shali
7	2668	2553	295	21	Shali
8	2670	2555	52	51	Shali
9	2669	2554	295	8	Shali
10	1071	706	331	3	Shali
11	1065	700	126	18	Shali
12	1070	705	348	7	Shali
13	1072	707	317	28	Danga
14	1069	704	348	9	Shali
15	1068	703	331	10	Shali
16	1067	702	336	3	Shali
17	1066	701	422/1	5	Shali
18	1053	688	348	23	Danga
19	1054	689	348	19	Danga
20	1051	686	530	8	Danga
21	1050	685	530	2	Danga
22	1074	709	383	61	Shali
23	1076	711	295	9	Shali
24	1078	713	58	28	Shali
25	1077	712	295	15	Shali
26	1073	708	760	37	Shali
<b>TOTAL</b>				<b>423 Decimal</b>	

And land measuring more or less **12 (Twelve) Cottah 11 (Eleven) Chittack 9 (Nine) Sq. Ft.** equivalent to **21 Decimal** comprised in Mouza – Jaganathpur, J.L. No. 51, Touzi No. 271, R.S. No. 44, under R.S. Dag No. 268 corresponding to L.R. Dag No. 287, under L.R. Khatian No. 1733, Within the limits of Rajpur-Sonarapur Municipality, Ward No. 27, Municipal  **Holding No. 282**, Police Station – Narendrapur (formerly Sonarapur), Post Office – Narendrapur, Kolkata – 700103, District – South 24 Parganas, West Bengal, hereinafter referred to as **“the Said land”** has been submitted for sanction in the office of the Rajpur-Sonarapur Municipality for construction of several multi storied buildings in several Blocks for **residential purpose, hererinafter referred to as the “Building Project” namely “RAJWADA GLOBAL CITY”.**

**F.** The said land is earmarked for the purpose of building a residential project comprising multistoried apartment buildings in several Blocks and the said project is known as **“RAJWADA GLOBAL CITY”**.

**G.** The Promoter/Developer is fully competent to enter into this agreement and all the legal formalities with respect to the right, title and interest of the Promoter/Developer regarding the said land on which project is to be constructed have been completed.

**I.** The Rajpur-Sonarapur Municipality has granted the commencement certificate to develop the project vide approval bearing registration no. **..... dated .....**

**J.** The Promoter/Developer has obtained the final layout plan, sanction plan, specifications and approvals for the project and also for the apartment, building from the Rajpur-Sonarapur Municipality vide Sanction Plan No. **..... dated .....** for construction of G + ..... storied building in Block – ....., building namely “.....” and G + ..... storied building in Block - ..... building namely “.....” in Plot – 3 Municipal Holding No. .... The Promoter/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;

**K.** The Promoter/Developer has registered the project under the provisions of the act with the West Bengal Housing Industry Regulatory Authority at \_\_\_\_\_ on \_\_\_\_\_ under registration no. \_\_\_\_\_;

**L.** The allottee had applied for an apartment in the project vide application no. \_\_\_\_\_ dated \_\_\_\_\_ and has been allotted apartment no. \_\_\_\_\_ having carpet area of \_\_\_\_\_ square feet, type, on ..... floor in [ tower/block/building] no. \_\_\_\_\_ (“building”) along with garage/covered parking no. \_\_\_\_\_ admeasuring \_\_\_\_\_ square feet in the \_\_\_\_\_ (location of the 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);

**M.** The parties have gone through all the terms and conditions set out in this agreement and understood the mutual rights and obligations detailed herein;

**N.** The Developer has started the constructional work of the several multi-storied building in several Blocks consisting flats, garages/car parking spaces, as per the said sanctioned Plan;

**O.** 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;

**P.** 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;

**Q.** In accordance with the terms and conditions set out in this agreement and as mutually agreed upon by and between the parties, the Promoter/Developer hereby agrees to sell and the allottee hereby agrees to purchase the [apartment/plot] and the garage/covered parking (if applicable) as specified in para L.



**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 and the allottee hereby agrees to purchase, the apartment as specified in para J.

1.2 The total price for the Apartment based on the carpet area is Rs. \_\_\_\_\_

(rupees \_\_\_\_\_) only

Block/building/tower no. \_\_\_\_\_

Apartment no. \_\_\_\_\_

Type \_\_\_\_\_

Floor \_\_\_\_\_

Rate of apartment per square feet

Total price (in rupees)

[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 allottee to the Promoter/Developer towards the apartment;

(ii) The total price above includes taxes (consisting of tax paid or payable by the Promoter/Developer by 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/Developer, by whatever name called) up to the date of handing over the possession of the apartment/plot to the allottee and the project to the association of

allottees or the competent authority, as the case may be, after completion of the project and/or after obtaining the completion certificate;

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

Provided further that if there is any increase in the taxes after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by 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/Developer shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment demanded by the Promoter/Developer within the time and in the manner specified therein. In Promoter/Developer shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;

(iv) The Total Price of Apartment includes recovery of price of land, Construction of (not only the Apartment but also) the Common Areas, Internal 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 specification to be provided within the (Apartment/Plot ) and the Project.

1.3. The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter/Developer undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the

competent authorities, the Promoter/Developer shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the 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.

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

1.5. The Promoter/Developer may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee 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 Allottee by the Promoter/Developer.

1.6 It is agreed that the Promoter/Developer shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature fixtures, fittings and amenities describe 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 apartment, plot or building, as the case may be, without the previous written consent of the Allottees as per the provisions of the Act.

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

1.7. *[Applicable in case of an apartment]* The Promoter/Developer shall confirm to the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy 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/Developer, If there is reduction in the carpet area then the Promoter/Developer shall refund the excess money paid by the Allottee

within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the apartment allotted to Allottee, the Promoter/Developer may demand that from the Allottee 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/Developer agrees and acknowledges, the Allottee shall have the right to the Apartment as mentioned below:

- (i) The Allottee shall have exclusive ownership of the Apartment.
- (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share interest of Allottee in the Common Areas is undivided and cannot be divide or separated , the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter/Developer shall handover the common area to the association of Allottees 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 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 electrical wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and fire fighting in the common areas, maintenance charges as per para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project.
- (iv) The Allottee has the right to visit the project site to assess the extent of development of the project and his apartment, as the case may be.

1.9 It is made clear by the Promoter/Developer and the Allottee agrees that the Apartment 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 any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.

1.10 The Promoter/Developer agrees to pay all outgoings before transferring the physical possession of the apartment to the Allottees which it has collected from the Allottees for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges including mortgage loan 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/Developer fails to pay all or any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottees, the Promoter/Developer 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 therefore by such authority or person.

1.11 The Allottee has paid as sum of Rs. /- (Rupees.....only) as booking amount being part payment towards the Total Price of the Apartment at the time of application the receipt of which the Promoter/Developer hereby acknowledges and the Allottee hereby agree to pay the remaining price of the Apartment as prescribed in the Payment Plan [Schedule C] as may be demanded by the Promoter/Developer within the time and in the manner specified therein: Provided that if the allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules.

## **2. MODE OF PAYMENT:**

Subject to the terms of the Agreement and the

Promoter/Developer abiding by the construction milestone, the Allottee shall make all payments, on written demand by the Promoter/Developer 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 REMITANCES:**

- 3.1.** The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act,1999, Reserve Bank of India Act,1934 and the Rules and Regulations made there under or any statutory amendments/modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sole/transfer of immovable properties in India etc. and provide the Promoter/Developer with such permission, approvals which would enable the Promoter/Developer to fulfill its obligations under this, Agreement. Any refund, transfer of security, if provide in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act,1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.
  
- 3.2.** The Promoter/Developer accepts no responsibility in regard to matters specified in para 3.1 above. The Allottee shall keep the Promoter/Developer fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement. It shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter/Developer immediately and comply with necessary formalities if any under the applicable laws, The Promoter/Developer 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 anyway and the Promoter/Developer shall be issuing the payment receipts in favour of the Allottee only.

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

The Allottee authorizes the Promoter/Developer to adjust appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the allottee against the Apartment, if any, in his/her name and the Allottee undertakes not to object/demand/direct the Promoter/Developer to adjust his payments in any manner.

**5. TIME IS ESSENCE:**

The Promoter/Developer 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 to the Allottee and the common areas to the association of all allottees or the competent authority, as the case may be.

**6. CONTRUCTION OF THE PHOJECT/APARTMENT:**

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Apartment and accepted the floor plan, payment plan and the specifications, amenities and facilities [annexed along with this Agreement which has been approved by the competent authority, as represented by the Promoter/Developer. The Promoter/Developer 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/Developer 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 West Bengal Municipal Act, 1993 as amended 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

tie Promoter/Developer shall constitute a material breach of the Agreement.

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

**7.1. Schedule for possession of the said Apartment-**The Promoter/Developer agrees and understands that timely delivery of possession of the Apartment 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/Developer assures to hand over possession of the Apartment 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/Developer shall be entitled to the extension of time for delivery of possession of the Apartment.

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/Developer to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter/Developer shall refund to the Allottee the entire amount received by the Promoter/Developer from the allotment within 45 days from that date. The Promoter/Developer shall intimate the allottee about such termination at least thirty days prior to such termination. After refund of money paid by the Allottee, the Allottee agrees that the/she have any rights, claims etc. against the Promoter/Developer and that the Promoter/Developer shall be released and discharged from all its obligations and liabilities under this Agreement.

**7.2. Procedure for taking possession-**The Promoter/Developer, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the Apartment 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/Developer within 3 months from the date of issue of occupancy certificate]. The Promoter/Developer agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, and documentation on part of the Promoter/Developer. The Allottee, after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/Developer /Association of allottees, as the case may be after the issuance of the completion certificate for the Project. The Promoter/Developer shall handover the occupancy certificate of the Apartment, 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**—Upon receiving a written intimation from the Promoter/Developer as per para 7.2, the allottee shall take possession of the Apartment from the Promoter/Developer by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoter/Developers shall give possession of the Apartment to the allottee. In case the Allottee fails to take possession within the time provided in para 7.2., such Allottee shall continue to be liable to pay maintenance charges as specified in para 7.2.

**7.4 Possession by the Allottee-** After obtaining the occupancy certificate and handing over physical possession of the Apartment to the Allottees, it shall be the responsibility of the Promote to handover necessary documents and plans, including common areas to the Association of Allottee or the competent authority, as the case may be, as per the local laws;

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

**7.5 Cancellation by Allottee-**The Allottee shall have the right to cancel/withdraw his/her allotment in the Project as provided in

the Act:

Provided that where the allottee proposes to cancel/withdraw from the project without any fault of the Promoter/Developer, the Promoter/Developer herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the allottee shall be returned by the Promoter/Developer to the allottee within 45 days of such cancellation.

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

Except for occurrence of a Force Majeure event, if the Promoter/Developer fails to complete or unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 7.1; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act, or for any other reason, the Promoter/Developer shall be liable, on demand to the allottees, in case the Allottee wishes to withdraw from the Project without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within forty-five days of it becoming due;

Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter/Developer 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 which shall be paid by the Promoter/Developer to the allottee within forty-five days of it becoming due.

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

The Promoter/Developer hereby represents and warrants to the

Allottee as follows:

- (i) The Promoter/Developer 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/Developer has lawful rights and requisite approvals from the competent Authorities to carryout development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project;
- (iv) There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the Apartment;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter/Developer has been and shall, at all times remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Apartment and common areas;
- (vi) The Promoter/Developer 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/Developer has not entered into any agreement for sale and/or development agreement or any other agreement/ arrangement with any person or party with respect to the said Land including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The Promoter/Developer confirms that the Promoter/Developer is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;

- (ix) At the time of execution of the conveyance deed the Promoter/Developer shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee and the common areas to the association of allottees or the competent authority, as the case maybe;
- (x) The Schedule Property 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/Developer 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 respire to the said project to the competent authorities till the completion certificate has been issued and possession of apartment, plot or building, case may be, along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the allottee and the association of allottees or the competent authority, as the case may be;
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter/Developer 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/Developer shall be considered under a condition of Default, in the following events:
- (i) Promoter/Developer fails to provide ready to move in possession of the Apartment to the Allottee within the time period specified in para 7.1 or fails to complete the project within the stipulated time disclosed at the time of registration of the project with the Authority. For the purpose of this para 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects including

the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority;

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

9.2. In case of Default by Promoter/Developer under the conditions listed above, Allottee is entitled to the following :

- (i) Stop making further payments to Promoter/Developer as demanded by the Promoter/Developer. If the Allottee stops making payments the Promoter/Developer shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest; or
- (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter/Developer shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the apartment, along with interest at the rate prescribed in the Rules within forty-five days of receiving the termination notice;

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

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

- (i) In case the Allottee fails to make payments for consecutive demands made by the Promoter/Developer as per the Payment Plan annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest to the Promoter/Developer on the unpaid amount at the rate prescribed in the Rules;

- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond ..... consecutive months after notice from the Promoter/Developer in this regard, the Promoter/Developer may cancel the allotment of the Apartment in favour of the Allottee and refund the money paid to him by the allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated;

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

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

The Promoter/Developer, on receipt of Total Price of the Apartment as per para 1.2 under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Apartment together with proportionate indivisible share in the Common Areas within 3 months from the date of issuance of the occupancy certificate and the completion certificate, as the case may be, to the allottee:

[Provided that, in the absence of local law, the conveyance deed in favour of the allottee shall be carried out by the Promoter/Developer within 3 months from the date of issue of occupancy certificate]. However, in case the Allottee fails to deposit the stamp duty and registration charges within the period mentioned in the notice, the Allottee authorizes the Promoter/Developer to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Promoter/Developer is made by the Allottee.

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

The Promoter/Developer 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 allottee upon the issuance of the completion certificate of the project. The cost of such maintenance has been included in the Total Price of the apartment.

**12. DEFECT LIABILITY:**

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter/Developer as per the agreement for sale relating to such development is brought to the notice of the Promoter/Developer 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/Developer to rectify such defects without further charge., within 30 (thirty) days, and in the event of Promoter/Developer'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/Developer / maintenance agency / association of allottees shall have rights of unrestricted access of all Common Areas, garages /covered parking and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of allottees and/or maintenance agency to enter into the Apartment 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 area, if any, as located within the RAJWADA GLOBAL CITY, shall be earmarked 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, fire fighting pumps and equipment's etc. and other permitted to uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces and the same shall be reserved for use by the association of allottees 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 at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any law or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensuring that the support, shelter etc. of the Building is not in any way damaged or jeopardized.
- 15.2. The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board/name-plate, neon light, publicity material or advertisement material etc. on the face façade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees, shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Apartment 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.
- 15.3. The Allottee shall plan distribute its electrical load in conformity with the electrical systems installed by the Promoter/Developer 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 and the allottee shall not raise any objection whatsoever if the Promoter/Developer in future purchases the land adjacent to the said land and amalgamate the same for construction of another phase or block and for such construction the common entrance road is to be used for free access to the Phase/Block.

16. **COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:**



The Parties are entering into this Agreement for the allotment of a Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the project.

**17. ADDITIONAL CONSTRUCTIONS:**

The Promoter/Developer 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/DEVELOPER SHALL NOT MORTGAGE OR CREATE CHARGE:**

After the Promoter/Developer executes this Agreement, they shall not mortgage or create a charge on the Apartment and it is hereby agreed by and between the parties herein that, if any such mortgage or charge or project finance loan is made or created for the entire or part of the Project in future for a short period then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge or project finance loan shall not affect the right and interest of the Allottee who has taken or agreed to take such Apartment.

**19. APARTMENT OWNERSHIP ACT:**

The Promoter/Developer has assured the Allottees that the project in its entirety is in accordance with the provisions of the West Bengal apartment Ownership Act, 1972.

**20. BINDING EFFECT:**

Forwarding this Agreement to the Allottee by the Promoter/Developer does not create a binding obligation on the part of the Promoter/Developer 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 Sub-Registrar Sonarpur, South-24 Parganas, as and when intimated by the Promoter/Developer, then the

Promoter/Developer shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

21. **ENTIRE AGREEMENT:**

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment 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 and the Project shall equally be applicable to and enforceable against and by any subsequent Allottees of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

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

24.1. The Promoter/Developer may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan [Annexure C] including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter/Developer in the case of one Allottee shall not be construed to be a precedent and/or binding on the Promoter/Developer to exercise such discretion in the case of other Allottees.

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 the applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably in consistent with the purpose of this Agreement and to the extent necessary to confirm to Act or the Rules and Regulations made there under or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

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

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 action specifically provided for herein, as may be reasonable 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/Developer through its authorized signatory at the Promoter/Developer's Office, or at some other place, which may be mutually agreed between the

Promoter/Developer and the Allottee, in ..... after the Agreement is duly executed by the Allottee and the Promoter/Developer or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar at Sonarpur/ D.S.R. Alipore South-24 Parganas. Hence this Agreement shall be deemed to have been executed at \_\_\_\_\_ .

29. **NOTICE :**

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

\_\_\_\_\_ Name of Allottee

\_\_\_\_\_ (Allottee Address)

M/s \_\_\_\_\_ Promoter/Developer Name

\_\_\_\_\_ (Promoter/Developer Address)

It shall be the duty of the Allottee and the Promoter/Developer 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/Developer or the Allottee, as the case may be.

30. **JOINT ALLOTTEES:**

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

31. **SAVINGS:**

Any application letter, allotment Letter, Agreement, or any other document signed by the allottee in respect of the apartment, plot

or building, as the case may be, prior to the execution and registration of this Agreement for Sale for such apartment, as the case may be, shall not be construed to limit the rights interests of the allottee under the Agreement for Sale or Sale or under the Act or the rules or the regulations made thereunder.

**32. GOVERNING LAW:**

That the rights and obligation 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 there under 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 condition of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall settled amicably by mutual discussion failing which the same shall be settled under the Arbitration and Conciliation Act, 1996, including its statutory modifications and re-enactment that shall be referred to any two arbitrators each to be engaged or appointed by each party and their decision shall be binding upon both the parties herein.

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

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

**Allottees:**

**(1)**

**Signature**.....

**Name** .....

**Address**.....

Please affix Photographs and Sign across the photograph
--

(2)  
**Signature**.....  
**Name** .....  
**Address**.....

Please affix  
Photographs  
and Sign across  
the photograph

**SIGNED AND DELIVERD BY THE WITHIN NAMED**

**Promoter/Developer:**

(1)  
**Signature** .....  
**Name** .....  
**Address**.....

Please affix  
Photographs  
and Sign across  
the photograph

**At** .....**on**.....**in** **the**  
**presence of:**

**WITNESSES:**

(1)  
**Signature**.....  
**Name** .....  
**Address**.....

(2)  
**Signature**.....  
**Name** .....  
**Address**.....

**ALL THAT Flat No. “.....”** measuring about ..... **Sq. ft. being Carpet area** on the ..... side of the ..... **Floor** of the said G+.... storied building in Block - ....., consisting of ... Bed rooms, ... Dining/Drawing room, ... Kitchen, ..... Toilet, ..... W.C. and ..... Verandah together with ..... **Car Parking Space** measuring more or less ..... **Sq. ft.** on the Ground floor in **Block - .....** of the Housing Complex named and styled as “**RAJWADA GLOBAL CITY**” also together with proportionate undivided share of land and all common rights and common service and expenses and also fixtures and fittings, electrical Installation mentioned in the Fourth Schedule hereunder written and the Flat & Car parking space is being erected as Building **sanction plan no. ....** dated ..... sanctioned by the Rajpur-Sonarapur Municipality, **Holding No. 282**, Ward No. 27, Post Office - Narendrapur, Police Station - Narendrapur (formerly Sonarpur), Kolkata - 700 103, Matri Bhaban Road, District - South 24-Parganas, West Bengal.

**SCHEDULE ‘B’ – FLOOR PLAN OF THE APARTMENT** (annexed hereto as PDF format)

**SCHEDULE ‘C’**

(Payment Plan)

<b>NO.</b>	<b>PAYMENT DESCRIPTION</b>	<b>Flat &amp; parking Amt.</b>
<b>A</b>	<b>AT THE TIME OF BOOKING</b>	...../-
<b>B</b>	<b>AT THE TIME OF AGREEMENT</b>	...../-
<b>C</b>	<b>PILLING</b>	...../-
<b>D</b>	<b>FOUNDATION</b>	...../-
<b>E</b>	<b>1<sup>ST</sup> FLOOR CASTING</b>	...../-

<b>F</b>	<b>4<sup>TH</sup> FLOOR CASTING</b>	...../-
<b>G</b>	<b>8<sup>TH</sup> FLOOR CASTING</b>	...../-
<b>H</b>	<b>12<sup>TH</sup> FLOOR CASTING</b>	...../-
<b>I</b>	<b>16<sup>TH</sup> FLOOR CASTING</b>	...../-
<b>J</b>	<b>18<sup>TH</sup> FLOOR CASTING</b>	...../-
<b>K</b>	<b>BRICK WORK</b>	...../-
<b>L</b>	<b>POSSESSION</b>	...../-

**Total Rs. ..../-**

**(Rupees .....) only**

**SCHEDULE 'D'**

**Specifications, Amenities, Facilities (which are part of the apartment)**

1. All left open land pathway, drive way etc.
2. The space within the building comprised of the entrance, stair-case, stair-head room, landing lobbies roof.
3. The foundation columns, girders, beams, supports, main wall, the main gate and passage lending to the building and stair-case.
4. Installation for common services such as drainage system, water supply arrangement and electric connection and other amenities, if any to the said premises.
5. Semi-underground and overhead water reservoirs, septic tank, pump, motor, pipes and all the other installation.
6. Common sewerage lines.
7. All other facilities and amenities in the premises which are intended for common use including entrance at the Ground floor.
8. Water pump with motor and water distribution pipes (save those inside the flat).
9. Electrical wiring, fittings and other accessories for lighting the staircase and other common areas/parts.



10. Water sewerages, evacuation pipes from the flats and sewers common to the building.
11. Main gate and boundary walls to the premises of the building.
12. Roof of the building.
13. Lift, Gymnasium, Children's Park, Games Room, Power backup, Swimming pool, Generator and CCTV in common areas.

#### **SCHEDULE 'E'**

#### **Specifications, Amenities, Facilities (which are part of the project)**

Lift, Gymnasium, Children's Park, Games Room, Power backup, Swimming pool, Community Hall, Generator, CCTV in common areas and intercom facility etc. for the said Project.