

AGREEMENT FOR SALE

THIS AGREEMENT made this the ____ day of _____ **TWO THOUSAND AND EIGHTEEN BETWEEN BUILDCON DEVELOPERS** a partnership firm carrying on business at 18 Gobra Gorasthan Road, P.O. Gobindo Khatick and P.S. Topsia, Kolkata – 700 046 represented by its Partner Shri Dhiraj Kumar Banka son of Shri R.S. Banka (**PAN NO. AEFPB6791Q**) (ADHAR CARD NO. _____) hereinafter referred to as the **SELLER/PROMOTER** (PAN AAPFB2331J) (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include the present partner and/or partners and/or those who may be taken in and/or admitted as partner and/or partners of Buildcon Developers and their respective heirs, legal representatives, executors, administrators and assigns) of the **FIRST PART**

AND

_____ of _____ (PAN No. _____) (ADHAR CARD NO. _____) hereinafter referred to as the **PURCHASER/s/ALLOTTEE/s** (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 assignees) of the **SECOND PART**

AND

VENUS COMPLEX PRIVATE LIMITED a company within the meaning of the Companies Act, 1956, having its Registered Office situated at 1, Sarojini Naidu Sarani, Kolkata 700 017 represented by its Director Shri Sandeep Agarwalla son of Shri K.C. Agarwalla (PAN NO. ACVPA3072H) (ADHAR CARD NO. _____) hereinafter referred to as the **CONFIRMING PARTY** (PAN NO. AADCV2985R) (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor and/or successors in office/interest and assigns) of the **THIRD 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 Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017;
- (c) REGULATIONS means the Regulations made under West Bengal Housing Industry Regulation Act 2017;
- (d) SECTION means a section of the Act.

WHEREAS:

- A) By a Deed of Conveyance dated 23rd July 2011 and made between Gouri Shankar Beed therein referred to as the Vendor of the First Part and Venus Complex Private Limited therein referred to as the Purchaser of the Second Part and Rajib Sanker Beed therein referred to as the Confirming Party of the Third Part and registered at the office of the Additional District Sub Registrar, Sealdah in Book No.I CD Volume No.5 Pages 6859 to 6873 Being No. 02268 for the year 2011 the said Gouri Shanker Beed for the consideration therein mentioned sold transferred and conveyed unto and in favour of Venus Complex Private Limited ALL THAT the piece and

parcel of land containing by admeasurement an area of 4 Bighas 7 cottahs 6 chittacks and 12 sq.ft. (more or less) together with all structures standing thereon situate lying at and being Municipal Premises No. 18 and 19 Gobra Gorasthan Road, Kolkata 700 046;

- B) By another Deed of Conveyance dated 31st July 2014 and made between (1) Niladri Krishna GhoshMoulick (2) Himadri Krishna Ghosh Moulick (3) Kalapi Krishna Ghosh Moulick therein collectively referred to as the Vendors of the One Part and Venus Complex Pvt Ltd therein referred to as the Purchaser of the Other Part and registered at the office of the District Sub Registrar III, Alipore, South 24 Parganas in Book No.I CD Volume No.14 Pages 6347 to 6362 Being No. 06063 for the year 2014 the said Niladri Krishna Ghosh Moulick and others for the consideration therein mentioned sold transferred and conveyed unto and in favour of Venus Complex Private Limited ALL THAT the piece and parcel of land containing by admeasurement an area of 2 cottahs 7 chittacks (more or less) together with all structures standing thereon situate lying at and being Municipal Premises No. 15B Gobra Gorasthan Road, Kolkata 700 046;
- C) In the premises the said Venus Complex Private Limited thus became the Owner of Municipal Premises No. 18, 19 and 15B Gobra Gorasthan Road, Kolkata 700 046 containing in aggregate an area of 4 Bighas 9 cottahs and 13 chittacks 12 sq.ft (more or less);
- D) After having acquired the said Premises No. 18, 19 and 15B Gobra Gorasthan Road, Kolkata 700 046 by virtue of the aforesaid recited deeds of conveyances the said Venus Complex Private Limited by a Registered Deed of Gift dated 25th February 2015 registered at the office of the District Sub Registrar III, Alipore, South 24 Parganas in Book No. I CD Volume No. 4 Pages 2149 to 2163 Being No. 01520 for the year 2015 transferred by way of Gift a divided and demarcated portion of land containing by estimation an area of 1.5 cottahs (more or less) including the passage measuring 3 feet wide and 38.6 feet in length out of lands measuring 4 Bighas 9 cottahs and 13 chittacks 12 sq.ft (more or less) unto and in favour of Gobra Agragami Sangha (CLUB);
- E) After having transferred the said divided and demarcated portion of the said properties by way of gift as recited hereinabove the said Venus Complex Pvt Ltd caused the said three properties to be amalgamated and consequent to such amalgamation the same has now been numbered as Municipal Premises No. 18 Gobra Gorasthan Road, Kolkata 700 046 containing by admeasurement an area of 4 Bigha 8 cottahs 5 chittacks and 12 sq.ft. (more or less) together with the structures standing thereon (hereinafter referred to as the said PROPERTY);
- F) The Seller herein namely Buildcon Developers is a partnership business having been constituted under a Deed of Partnership dated 11th June 2015 and the said Venus Complex Pvt Ltd being one of the partners of the Seller has brought in the said Premises to form part of the assets and properties of the said Partnership Business and as such the Seller herein is thus absolutely seized and possessed of and/or otherwise well and sufficiently entitled to the said Premises;
- G) For the purpose of causing a building plan to be sanctioned by Kolkata Municipal Corporation, by a Deed of Gift dated 2nd July 2016 and made between Venus Complex Private Limited therein referred to as the Donor of the One Part and The Kolkata Municipal Corporation therein referred to as the Donee of the Other Part and registered at the office of the Additional Registrar of Assurances-I, Kolkata in Book No. I Volume No. 1901-2016 Pages 171213 to 171231 Being No. 190105065 for the year 2016 the said Venus Complex Pvt Ltd transferred unto and in favour of KMC by way of Gift firstly all that the piece and parcel of land containing by estimation an area of

1087.84 sq.ft. (more or less) equivalent to 101.06 Sq.Mtr equivalent to 1 cottah 8 chittacks and 7.84 sq.ft. and secondly all that the strip of land bearing 1.75 meters wide and containing by estimation an area of 388.45 sq.ft. equivalent to 36.09 sq.mtrs equivalent to 8 chittacks 28.45 sq.ft (more or less) both totaling to 1476 sq.ft. equivalent to 137.15 sq.mtrs equivalent to 2 cottahs 36.29 sq.ft. and continued to remain the Owner of the remaining part of portion of the said property being No. 18 Gobra Gorasthan Road, Kolkata 700 046 containing by estimation an area of 4 bighas 6 cottahs 4 chittacks and 20.7 sq.ft. (more or less) together with the various structures standing thereon (more fully and particularly mentioned and described in the FIRST SCHEDULE hereunder written and hereinafter referred to as the said PREMISES);

- H) The said Venus Complex Private Limited caused a map or plan to be sanctioned by Kolkata Municipal Corporation being No. 2016070053 dated 27th July 2016 (hereinafter referred to as the said PLAN);
- I) By and under the said Plan the Seller has become entitled to construct erect and complete a new building/s at the said Premises comprising of several flats units apartments constructed spaces and car parking spaces capable of being held and/or enjoyed independently of each other and to be ultimately sold and transferred unto and in favor of various intending Purchaser for the consideration agreed upon;
- J) The Seller is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Seller regarding the said premises on which project is to be constructed;
- K) The Seller 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 Purchaser had applied for an Apartment/Flat/Unit in the Project vide Application dated _____ and has been allotted Apartment/Flat/Unit No. _____ on _____ Floor in Block No. _____ having Carpet Area of _____ sq.ft along with open/covered/1st floor car parking and pro rata share in the common area (hereinafter referred to as APARTMENT more particularly described in SCHEDULE A and the floor plan of 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 parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications as applicable to the Project;
- O) The parties relying on the confirmations, representatives and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- P) In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the parties, the Seller hereby agrees to sell and the Purchaser hereby agrees to purchase the Apartment and the garage as specified in Para L;

NOW THEREFORE in consideration of the mutual representations, covenants, assurances 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 Seller agrees to sell to the Purchaser and the Purchaser hereby agrees to purchase the Apartment a specified in Para L.

1.2 The Total Price for the Apartment based on the Carpet Area is Rs. _____/- (Rupees _____) only (TOTAL PRICE)

Apartment No. _____ on _____ floor in Block No. _____	Rate of Apartment per sq.ft
Total Price (Rs)	

Price Break up (Rs)

Cost of the Apartment	
Cost of Balcony/Verandah	
Cost of exclusive of open terrace	
Proportionate Share in Common Area	
Preferred Location Charges	
Floor Escalation	
Cost of Transformer and Generator	
GST (as per law)	
Maintenance Charges/Deposit @ Rs 20/- per sq.ft for one year	
Sinking Sinking Fund @ Rs. 20/- per sq.ft for one year	
Corporation Corporation Tax Deposit @ Rs. 18 19/- per sq.ft for one year	
CEC CESC Deposit	On actuals
Advocate Advocate Fees (Rs. 5000/- to be paid at the time of booking and Rs. 5000/- Rs. 5000/- at the time of execution of the deed of conveyance	To be paid directly to the advocate
Cost Cost of Garage	
1.15 1.15 a) Open Garage	
1.16 1.16 b) Ground floor garage	
1.17 1.17 c) 1 st Floor garage	
1.18 1.18	

1.3 The total price includes the booking amount paid by the Purchaser to the Seller towards the Apartment;

- 1.4 The total price includes Taxes (consisting of tax paid or payable by the Seller by way of GST and cess) upto the date of handing over the possession of the apartment to the Purchaser and the project to the association of allottees or competent authority as the case may be after obtaining the completion certificate;
- 1.5 Provided further that there is any change/modification in the taxes, the subsequent amount payable by the purchaser to the seller shall be increased/decreased based on such change/modification or if any tax is added by the government authorities then the same will be paid by the Purchaser;
- 1.6 The Seller shall periodically intimate in writing to the Purchaser the amount payable as stated above and the Purchaser shall make payment demanded by the Seller within the time and in the manner as specified therein. In addition the Seller shall provide the Purchaser the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies have been imposed or become effective;
- 1.7 The Total Price of the Apartment includes recovery of price of land, construction of common areas, internal development charges, external development charges, taxes, cost of providing electric wiring; electrical connectivity to the apartment, lift, water line and plumbing, finishing with the paint of exterior walls of the new building, tiles, doors, windows, firefighting equipment's and fire detection in the common areas and includes cost of providing all facilities, amenities and specifications to be provided within the apartment and the project;
- 1.8 The Total Price is escalation free save and except increase 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 Seller undertakes and agrees that while raising a demand on the Purchaser for increase in development charges, cost/charges imposed by the competent authority, the Seller shall enclose the notification/order/rules/regulations to that effect along with the demand letter being issued to the Purchaser, which shall only be applicable on subsequent payments.
- 1.9 The Purchaser shall make the payment as per payment plan as per Schedule C
- 1.10 It is agreed that the Seller shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described in the Schedule hereunder in respect of the apartment without the previous consent of the Purchaser as per the provisions of the Act;
Provided that the Seller 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.
- 1.11 The promoter shall confirm to the final carpet area that has been allotted to the Purchaser after the construction of the building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of changes, if any, in the carpet areas. The total price payable for the carpet area shall be recalculated upon confirmation by the Seller. If there is reduction in the carpet area then the Seller shall refund the excess money paid by the Purchaser within forty five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Purchaser. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the apartment, allotted to the Purchaser, the Seller may demand that from the Purchaser as

per the next milestone of the Payment Plan as provided in Schedule C. All these monetary adjustments shall be made at the same rate per square feet as agreed in Para 1.2 of this Agreement;

1.12 The Purchaser agrees and acknowledges the Purchaser shall have the right to the Apartment as mentioned:-

- i) The Purchaser shall have the exclusive ownership of the Apartment;
- ii) The Purchaser shall have undivided proportionate share in the common areas. Since the share interest of the Purchaser in the common areas is undivided and cannot be divided or separated, the Purchaser shall use the common areas along with other Purchasers or occupants, maintenance staff without causing any inconvenience or hindrance to them. It is clarified that the Seller shall hand over the common areas 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 land construction of not only the apartment but also the common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electricity connectivity to the apartment, lift, water line and plumbing, finishing with paint of the exterior wall of the building, tiles, doors, windows, fire fighting equipment's and fire detection in the common areas and includes cost of providing all facilities, amenities and specifications to be provided within the apartment 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 as the case may be.

1.13 It is made clear by the Seller and the Purchaser agrees that the Apartment along with _____ Garage/covered parking space shall be treated as a single indivisible unit for all purposes. It is agreed that project is independent, self-contained project covering the said land and is not 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 the Projects facilities and amenities shall be available only for the use and enjoyment of the Purchasers of the Project.

1.14 The Seller agrees to pay all outgoings before transferring the physical possession of the apartment to the Purchasers which it has collected from the Purchasers for payment of the outgoings (including land cost, ground rent, municipal charges including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to the competent authorities, banks and financial institutions, which are related to the project).

1.15 The Purchaser has paid a sum of Rs. _____ (Rupees _____ only) as booking amount being part towards the Total Price of the Apartment at the time of application the receipt of which the Seller hereby acknowledges and the Purchaser hereby agrees to pay the remaining price of the apartment as prescribed in the Payment Plan (Schedule C) as may be demanded by the Seller within the time and in the manner specified therein;

Provided that if the Purchaser delays in the payment towards any amount which is payable he shall be liable to pay interest at the rate as prescribed in the Rules;

2 MODE OF PAYMENT

Subject to the terms of the Agreement and the Seller abiding by the construction milestones, the Purchaser shall make payments on written demand by the Seller within the stipulated time as mentioned in the payment plan through account payee cheques/demand drafts/bankers cheque or online payment in favour of BUILDCON DEVELOPERS payable at Kolkata.

3 COMPLIANCE OF LAWS RELATING TO REMITTANCES

3.3 The Purchaser if a Non-Resident Indian, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act 1999 (FEMA), Reserve Bank of India Acts & Rules (RBI) made there under or any other statutory amendments /modifications made thereof and all other applicable laws including that of remittance of payments, acquisition, transfer of immovable property etc. and provide the Seller with such permissions, approvals which would enable the Seller to fulfill its obligations under this Agreement. The Purchaser agrees that in the event of any failure on his part to comply with the applicable guidelines issued by RBI, the Purchaser along shall be liable for any action under FEMA.

3.4 The Purchaser shall keep the Seller 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 Seller immediately and comply with the necessary formalities if any under the applicable laws. The Seller shall not be responsible towards any third party making payments, remittances on behalf of the Purchaser and such third party shall not have any right in this Agreement/allotment of the said Flat/Unit in any way and the Seller shall issue the payment receipts in favor of the Purchaser only.

4 ADJUSTMENT/APPROPRIATION OF PAYMENTS

The Purchaser authorizes the Seller to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Seller may in its sole discretion deem fit and the Purchaser undertakes not to object/demand/direct the Seller to adjust his payments in any manner.

5 TIME IS ESSENCE

The Purchaser 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 Purchaser and the common areas to the association or the competent authority as the case may be.

6 CONSTRUCTION OF THE PROJECT/APARTMENT

The Purchaser has seen the proposed layout, specifications, amenities and facilities of the Apartment and has accepted the Payment Plan, floor plans, and the specifications amenities and facilities which has been approved by the competent authority, as represented by the Seller. The Seller 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 Seller undertakes to strictly abide by the bye-laws, FAR and density norms and provisions prescribed by The Kolkata Municipal Corporation and shall not have an option to make any

variation/alteration/modification in such plans, other than in manner provided under the Act and breach of this term by the Seller shall constitute a material breach of the Agreement.

7 POSSESSION OF THE APARTMENT

7.3 Schedule for possession of the said Apartment – The Seller agrees and undertakes that timely delivery possession of the Apartment to the Purchaser 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 Seller assures to handover possession of the apartment along with ready common areas with all specifications amenities facilities of the project in place on or before December 2020 unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project (“Force Majeure”.) If however the completion of the project is delayed due to force majeure conditions then the Purchaser agrees that the Seller shall be entitled to the extension of the 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 Purchaser agrees and confirms that in the event it becomes impossible for the Seller to implement the project due to Force Majeure conditions, then this agreement shall stand terminated and the Seller shall refund to the allotted the entire amount received by the Seller from the Purchaser within 45 days from that date. The Seller shall intimate the Purchaser about such termination atleast 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 Seller and the Seller shall be released and discharged from all its obligations and liabilities under this Agreement.

7.4 Procedure for taking possession - the Seller upon obtaining necessary occupancy certificate from the competent authority shall offer in writing the possession of the Flat/Unit/Apartment to the Purchaser in terms of this Agreement to be taken within two months from the date of issuance of occupancy certificate. The conveyance deed in favour of such Purchaser shall be carried out by the Seller within three months from the date of issuance of occupancy certificate. After taking over possession the Purchaser agrees to pay the maintenance charges determined by the Seller/Association of Purchasers, as the case may be. The Seller shall hand over a copy of the occupancy certificate of the apartment to the Purchaser at the time of execution of the conveyance of the same.

7.5 Failure of the Purchaser to take Possession of Apartment – Upon receiving a written intimation from the Seller as per para 7.2, the Purchaser shall take possession of the Apartment from the Seller by executing necessary indemnities, undertakings and such other documents as prescribed in this Agreement and the Seller shall give possession of the Apartment 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

7.6 Possession by the Purchaser – After obtaining the occupancy certificate and handing over the physical possession of the apartment to the Purchaser it shall be the responsibility of the Seller to handover the necessary documents and plans, including common areas to the association of the allottees or the competent authority as case may be as per the local laws;

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

7.7 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 allottee proposes to cancel/withdraw from the project without any fault of the Seller, the Seller herein entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the Purchaser shall be returned by the Seller to the Purchaser within 45 days of such cancellation.

7.8 Compensation – The Seller 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 of the interest and compensation under this provision shall not be bared by limitation provided under any law for the time being in force.

Except for occurrence of Force Majeure event if the Seller fails to complete or is unable to give possession of the Apartment in accordance with the terms of this Agreement duly completed by the date as specified in para 7.1 or 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 Seller shall be liable on demand to the Purchasers, 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 with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within 45 days of it becoming due.

Provided that where if the Purchaser does not intend to withdraw from the Project, the Seller 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 which shall be paid by the Seller to the Purchaser of its becoming due.

8. **REPRESENTATIONS AND WARRANTIES OF THE Seller:**

The Seller hereby represents and warrants to the Purchaser as follows: -

- (i) The Seller 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 Seller 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 Seller 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 Seller has the right to enter into this Agreement and has not committed or omitted to perform, any act of thing whereby the right, title and interest of the Purchaser created herein, may prejudicially be affected;
 - (vii) The Seller 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 Seller confirms that the Seller 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 Seller shall hand over lawful, vacant, peaceful, physical 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;
 - (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 Seller 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 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 Seller 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 Seller shall be considered under a condition of Default, in the following events:

- (i) Seller 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 Seller under the conditions listed above, Purchaser is entitled to the following:

- (i) Stop making further payments to Seller as demanded by the Promoter. If the Purchaser stops making payments the Seller shall correct the situation by completing the construction milestones and only thereafter the Purchaser be required to make the next payment without any interest; or
- (ii) The Purchaser shall have the option of terminating the Agreement in which case the Seller 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 Seller 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 Seller 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 Seller 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 one consecutive months after notice from the Seller in this regard, the Seller 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 hooking amount and the interest liabilities and this Agreement shall thereupon stand terminated; Provided that the Seller shall intimate the Purchaser about such termination at least thirty days prior to such termination.

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

The Seller, on receipt of total price of the Apartment 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 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 favor of the Purchaser shall be carried out by the Seller within 3 months from the date of issue of occupancy certificate]. However, in case the Purchaser fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Purchaser authorizes the Seller to withhold registration of the conveyance deed in his/her favor till payment of stamp duty and registration charges to the Seller is made by the Purchaser;

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

The Seller shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of Allottees upon the issuance of the completion certificate of the project. The cost of such maintenance has been included in the Total Price of the [Apartment / 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 Seller as per the agreement for sale relating to such development is brought to the notice of the Seller within a period of 5(five) years by the Purchaser from the date of handing over possession, it shall be the duty of the Seller 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 shall be entitled to receive appropriate compensation in the manner as provided under the Act.

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

The promoter/maintenance agency/association of allottees shall have rights of unrestricted access of all common Areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Purchaser 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 areas, if any, as located within the (project name), shall be ear-marked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipments 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 formed by the Allottees for rendering maintenance services.

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

15.1 Subject to para 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 or Plot), or the staircase, lifts, common passages, corridors, circulation area, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the (Apartment/Plot) and keep the (Apartment/Plot), its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized;

- 15.2 The 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 façade of the Building or anywhere on the exterior of the Project, building 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 Seller and thereafter the association of Purchaser and/or maintenance agency appointed by association of Allottees. The Purchaser shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
16. **COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:**
The Parties are entering into this Agreement for the allotment of a (Apartment/Plot) with the full knowledge of all laws, rules, regulations, notifications applicable to the project.
17. **ADDITIONAL CONSTRUCTIONS:**
The Seller 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. **SELLER SHALL NOT MORTGAGE OR CREATE A CHARGE:**
After the Seller executes this Agreement he shall not mortgage or create a charge on the 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 (OR THE RELEVANT STATE ACT):**
The Seller has assured the Purchaser that the project in its entirety is in accordance with the provisions of the [*Please insert the name of the Apartment Ownership Act*]. The Seller showing compliance of various laws/regulations as applicable in
20. **BINDING EFFECT:**
Forwarding this Agreement to the Purchaser by the Seller does not create a binding obligation on the part of the Seller 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 Sub-Registrar (specify the address of the Sub-Registrar) as and when intimated by the Promoter. If the Purchaser fails to execute and deliver to the Seller 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 Seller shall serve a notice to the Purchaser for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Purchaser, application of the Purchaser shall be treated as cancelled 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.

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 case may be.

22. **RIGHT TO AMEND:**

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

23. **PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/SUBSEQUENT ALLOTTEES:**

It is clearly understood and so agreed by and between the parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the (Apartment/Plot) and the Project shall equally be applicable to and enforceable against and by any subsequent Purchaser 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 Seller may, as its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Purchaser is 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 Seller in the case of one Purchaser shall not be construed to be a precedent and/or binding on the Seller to exercise such discretion in the case of other Purchasers.

24.2 Failure on the part of the parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

25. **SEVERABILITY:**

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

Whether in this Agreement it is stipulated that the Purchaser has to make any payment, in common with other Purchaser(s) in Project, the same shall be the proportion which the carpet area of the (Apartment/Plot) bears to the total carpet area of all the (Apartment/Plots) in the Project.

27. **FURTHER ASSURANCES:**

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

28. **PLACE OF EXECUTION:**

The execution of this Agreement shall be completed only upon its execution by the Seller through its authorized signatory at the Promoter's Office', or at some other place, which may be mutually agreed between the Seller and the Allottee, in after the Agreement is duly executed by the Purchaser and the Seller or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar at Alipore (specify the address of the Sub-Registrar). Hence this Agreement shall be deemed to have been executed at Kolkata

29. **NOTICES:**

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

..... Name of Purchaser
..... (Purchaser Address)
BUILDCON DEVELOPERS Seller Name
18 GOBRA GORASTHAN ROAD, KOLKATA – 700 046 (Seller Address)

It shall be the duty of the Purchaser and the Seller 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 Seller 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 Seller 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 Purchasers;

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 interests of the Purchaser under the Agreement for Sale or under the Act or the rules or the regulations made thereunder.

32. **GOVERNING LAW:**

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act and the Rules and Regulations made thereunder including other applicable laws of India for the time being in force.

33. **DISPUTE RESOLUTION:**

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights

and obligations of the parties, shall be settled amicably by mutual discussion, failing which the same shall be settled under the Arbitration and Conciliation Act, 1996.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for Sale at Kolkata 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

Please affix photographs
and sign across the
photograph

(2) Signature

Name

Address

Please affix photographs
and sign across the
photograph

SIGNED AND DELIVERED BY THE WITHIN NAMED:-

SELLER

(1) Signature

Name

Address

Please affix photographs
and sign across the
photograph

At _____ on _____ in the presence of:-

Witness:-

1. Signature

Name

Address

2. Signature

Name

Address

**SCHEDULE A
(THE SAID PREMISES)**

PART-I

ALL THAT the piece and parcel of land containing by estimation an area of 4 bighas 6 cottahs 4 chittacks and 20.7 sq.ft. (more or less) together with all structures standing thereon situate lying at and being Municipal Premises No. 18 Gobra Gorasthan Road, P.S. Topsia, P.O. Gobindo Khatick, Kolkata 700 046 Sub Registry Office Sealdah under Ward No. 59 within the limits of Kolkata Municipal Corporation and butted and bounded in the manner following that is to say:

ON THE NORTH : partly by Premises No's. 56, 54, 52, 50, 48, 46 and 44 Christopher Road

ON THE EAST : Premises No. 20 Gobra Gorasthan Road

ON THE SOUTH : Premises No. 14 Gobra Gorasthan Road and Premises No's 17B, 17C and 17D Gobra Gorasthan Road

ON THE WEST : Premises No. 42 Christopher Road

(OR HOWSOEVER OTHERWISE said premises butted bounded, numbered, known and distinguished)

PART - II

ALL THAT the **Flat/Unit No. ____ on ____ Floor in Block No. ____** having a carpet area of FLAT _____ **sq.ft** (more or less) and Carpet Area of Balcony _____ sq.ft (more or less) of the said New Building/s now in course of construction at the said Premises (more fully and particularly described in FIRST SCHEDULE hereunder written) TOGETHER WITH the undivided proportionate share in the common parts, portions, areas, facilities & amenities AND TOGETHER WITH the undivided proportionate impartible share in the land comprised in the said Premises allocable and/or attributable thereto (hereinafter referred to as the said Flat/Unit) and the Properties Appurtenant Thereto.

ON THE NORTH :

ON THE EAST :

ON THE SOUTH :

ON THE WEST :

PART –III

ALL THAT covered garage space for parking one car at such place in the Ground Floor/1st floor of the said premises.

ALL THAT open garage for parking one car at such place in the open compound of the said premises

SCHEDULE B

FLOOR PLAN OF THE FLAT NO. ____ ON ____ FLOOR IN Block No. ____ in the project named The Ektaa Lotus situated at Municipal Premises No. 18 Gobra Gorasthan Road, Kolkata – 700 046.

SCHEDULE C
(PAYMENT PLAN)

1.	Application Fee	Rs. 300,000/-
2.	Booking Amount (which includes the application fee) (to be paid within 30 days from the date of the application fee)	10% of the total price.
3.	On Completion of Piling and Foundation	10% of the total price
4.	On Casting of the 2nd Floor of the Block booked	10% of the total price
5.	On Casting of the 4th Floor of the Block booked	10% of the total price
6.	On Casting of the 6th Floor of the Block booked	10% of the total price
7.	On Casting of the 8th Floor of the Block booked	10% of the total price
8.	On Casting of the 10th Floor of the Block booked	10% of the total price
9.	On Casting of the 12th Floor of the Block booked	10% of the total price
10.	On Brickwork of the flat booked	5% of the total price
11.	On Flooring of the Flat Booked	5% of the total price.
12.	On Possession	10% of the total price

SCHEDULE D
(SPECIFICATIONS OF THE APARTMENT)

1. The Building to be of R.C.C., frame construction with brick filler wall, rendered externally and internally with cement plaster with inside portion walls punned with Plaster of Paris. The exterior walls will be finished with good quality water proof cement paint.
2. Flooring, etc :-
 - i. Vitrified Tiles in Drawing/Dining and Bed Room.
 - ii. Anti-skid Ceramic Tiles in Bathroom
 - iii. Ceramic/Vitrified Tiles in Kitchen
 - iv. Ceramic Tiles dado upto a height of 7 Feet in Bathroom.
 - v. Ceramic Tiles dado upto a height of 2 Feet above counter in kitchen and Granite counter with stainless sink.
3. Doors and Hardware :-
 - a. Polished/Laminate Flush Door in Main Door.
 - b. Laminate Flush door in Bed Room, Bathroom and Kitchen.
 - c. Hardware fittings of good quality.
4. **Windows :-**
Colour Aluminum Window with clear glass and fittings.
5. **Sanitary & Plumbing :-**
The entire sanitary and plumbing work will be concealed after careful testing to ensure trouble-free performance. All fittings and fixtures will be of standard ISI Mark.
6. **Electricity and Power :-**

Concealed copper wiring with modular switches, provision for AC, TV and Telephone points in all Bedrooms, Living Room and Dining Room and Geyser points in all toilets.

SCHEDULE E

(SPECIFICATIONS, AMENITIES AND FACILITIES OF THE PROJECT)

1. The foundation columns beams support corridors, lobbies, stairs, stairways landings, entrances, exits and pathways.
2. Entrance and exit gates of the premises.
3. Paths passages and open spaces in the building other than those to be intended to be reserved for parking of motor cars or marked by the Seller for use of any co-owner.
4. Entrance lobby in the ground floors of the building.
5. Driveways in the ground floor/1st floor of the said premises.
6. Staircase including landing on all the floors of the said building upto top floor.
7. Lifts and their accessories installations and spaces required therefore.
8. Standby diesel generator set of reputed make of sufficient capacity for lighting the lights at the common areas, for operation of lifts and pump and for supply of power in the said flat/unit to the extent allocated to the owners herein and/or in the other Flat/Units during power failure and generator room in the ground floor of the building complex.
9. Transformer electrical wiring meters and fittings and fixtures for lighting the staircase lobby and other common areas (excluding those as are installed for any particular Flat) and spaces required therefore.
10. Water pump and motor with installation and with water supply pipes to overhead water tank and with distribution pipes there from connecting to different flats/units.
11. Tube well water pump overhead tanks and underground water reservoirs water pipes and other common plumbing installations and spaces required thereto.
12. Water sewerage and drainage connection pipes from the Flats to drains and sewers to the municipal drain.
13. Common toilets in the ground floor of the premises.
14. Room for darwan/security guard, caretaker's office in the ground floor of the premises.
15. Requisite arrangement of intercom/EPABX with connections to each individual flat from the reception in the ground floor.
16. Windows/doors/grills and other fittings of the common area of the properties.
17. Boundary Walls.
18. Ultimate Roof and demarcated portion of the roof of the podium as well.
19. Fire Fighting system/control room.
20. Community Hall, Gym Room, Swimming Pool and Children's Play Area.

A.