

## **AGREEMENT FOR SALE**

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

### **By and between**

**M/S. RAJWADA GROUP, (PAN - AALFR5460J)** a Partnership Firm having its registered office at 26, Mahamaya Mandir Road, Mahamayatala, Garia, P.S. Sonarpur, Kolkata- 700084, duly represented by its Partners namely, **(1) SRI PARVEEN AGARWAL, (2) SRI BIKASH AGARWAL and (3) SRI RAJ KUMAR AGARWAL**, all are sons of Late Rajendra Kumar Agarwal, all are by occupation-Business, all are by faith-Hindu, all are by Nationality-Indian, residing at "Narendra Bhawan", Kamalgazi, P.O. - Narendrapur, P.S.- Sonarpur, District-South 24-Parganas, Kolkata- 700 103, the **Partner Nos. 1 & 3 i.e. SRI PARVEEN AGARWAL and SRI RAJ KUMAR AGARWAL** represented by their Constituted Attorney the **Partner No. 2 SRI BIKASH AGARWAL**, by virtue of a General Power of Attorney which was registered on 29/01/2015 before the office of the A.D.S.R. at Sonarpur and recorded in its Book No. IV, CD. Volume No. 1, Pages from 207 to 216, Being No. 00021 for the year 2015, 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) **SRI PAWAN KUMAR GUTGUTIA**, son of Late Ram Awatar Gutgutia, by occupation – Business, (2) **SMT. NIRMALA DEVI GUTGUTIA**, wife of Sri Pawan Kumar Gutgutia, by occupation – Housewife, (3) **SMT. AMISHA GUTGUTIA**, daughter of Sri Pawan Kumar Gutgutia, by occupation – Housewife, (4) **RACHANA GUTGUTIA**, daughter of Sri Pawan Kumar Gutgutia, by occupation – Others, all are by faith – Hindu, by Nationality – Indian, all are residing at Radhanagar Road, P.O. Burnpur, P.S. – Haripur, District – Burdwan, presently residing at Kamalgazi, P.S. Sonarpur, Kolkata – 700103, are the absolute and lawful joint owners of

**PLOT 1 :- ALL THAT** a piece and parcel of Sali land measuring 10 Cottahs 14 Chattacks and 15 Sq. Ft. and the split up of the land and Mouza being (11 decimal of land in R S Dag No. – 1546, L.R. Dag No. 1630, R.S. Khatian No. 175, L.R. Khatian No. 2855, J.L. No. 48, Mouza – Kumrakhali, Pargana – Medanmalla + 7 decimals of land in R S Dag No. – 1546, L.R. Dag No. 1630, L.R. Khatian No. 2829, J.L. No. 48, Mouza – Kumrakhali, Pargana – Medanmalla, now within the limits of the Rajpur - Sonarpur Municipality, Ward No. 27, Holding No. 2018, Police Station and A.D.S.R. office at Sonarpur, District South 24 Parganas.

**PLOT 2 :- ALL THAT** a piece and parcel of Sali land measuring 12 Cottahs 05 Chattacks and 37 Sq. Ft. and the split up of the land and Mouza being (09 decimal of land in R S Dag No. – 842, L.R. Dag No. 965, R.S. Khatian No. 45, L.R. Khatian No. 2331, J.L. No. 58, Mouza – Ramchandrapur, Pargana – Magura + 02 decimals of land in R. S. Dag No. – 842, L.R. Dag No. 965, L.R. Khatian No. 2333, J.L. No. 58, Mouza – Ramchandrapur, Pargana – Magura + 09 decimals of land in R.S. Dag No. – 842, L.R. Dag No. 965, L.R. Khatian No. 2334, J.L. No. 58, Mouza – Ramchandrapur, Pargana – Magura) now within the limits of Bon Hooghly 1 No. Gram Panchayat, P.S. and A.D.S.R. office at Sonarpur, District- South 24 Parganas.

Hereinafter **PLOT 1** and **PLLOT 2** collectively referred to as “**Said Land**” and the said Owners desire to promote their Said Land and property but due to paucity of fund, the Owners herein entered into a Development Agreement on 02/02/2011 to promote their Said Property with **M/S. RAJWADA GROUP**, the Developer herein, and said Owners herein also executed and registered a General Power of Attorney unto and in favour of the said “**M/S. RAJWADA GROUP**”, a Partnership Firm having its registered office at 26, Mahamaya Mandir Road,

Mahamayatala, Garia, P.S. Sonarpur, Kolkata - 700 084, and said Power of Attorney was duly registered on 25<sup>th</sup> March, 2015, in the office of the D.S.R. IV, South 24 Parganas at Alipore which is recorded in its Book No. 1, CD Volume No. 9, pages from 5832 to 5845, Being no. 02580 for the year 2015;

- B.** 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 NIRVANA**”;
- C.** 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;
- D.** The Rajpur-Sonarpur Municipality has granted the commencement certificate to develop the project vide approval bearing registration no. **Plan No. 462/CB/27/41** dated **06/07/2014 (G+IV) for Plot No.-1 & 379/509/KMDA** dated **14/06/2017 (G+V) for Plot No.-2**;
- E.** 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-Sonarpur Municipality vide Sanction Plan No. **Plan No. 462/CB/27/41** dated **06/07/2014 (G+IV)** for construction of One Block of G+IV storied building **in Plot No.-1 and from Kolkata Metropolitan Development Authority** vide Sanction Plan No. **379/504/KMDA** dated **14/06/2017** for construction of One Block of G+V storied building **in Plot No.-2**, both on the said property. 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;
- F.** 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. \_\_\_\_\_;
- G.** 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. – 2 of the (“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);

- H.** The parties have gone through all the terms and conditions set out in this agreement and understood the mutual rights and obligations detailed herein;
- I.** The Developer has completed the constructional work of the several multi-storied building in Two Blocks consisting flats, garages/car parking spaces, as per the said sanctioned Plan and also obtained Completion Certificate vide Memo No. **980/ZP/ENGG/BP/18** dated 05.10.2018 from the Zilla Parishad, South 24 Parganas.
- J.** The parties hereby confirm that they are signing this agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the project;
- K.** The parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this agreement and all applicable laws, are now willing to enter into this agreement on the terms and conditions appearing hereinafter;
- L.** In accordance with the terms and conditions set out in this agreement and as mutually agreed upon by and between the parties, the Promoter/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 G.

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

**1. TERMS:**

1.1 Subject to the terms and conditions as detailed in this agreement, the Promoter/Developer agrees to sell to the Allottee 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 - 2

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 formation of the association of allottees 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. 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 **M/S. RAJWADA GROUP** Payable at Kolkata.

### **3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:**

- 3.1.** The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act,1999, Reserve Bank of India Act,1934 and the Rules and Regulations made 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. CONSTRUCTION OF THE PROJECT/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 the 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").

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 Promoter 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;
- (iv) 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;
- (v) 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;
- (vi) 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;
- (vii) 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;
- (viii) 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;

- (ix) 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;
- (x) 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;
- (xi) 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 the under.

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 prescribe 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 Service Areas: The service area, within the “**RAJWADA NIRVANA**”, 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 laws 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 if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Apartment.

**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. BINDINGEFFECT:**

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 Additional Sub-Registrar at Sonarpur. 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.....**

**SCHEDULE 'A'**

**ALL THAT Flat No. "....." measuring about ..... Sq. ft. being Carpet area** on the ..... side of the ..... **Floor** of the said G+ IV 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 - 2** of the Housing Complex named and styled as "**RAJWADA NIRVANA**" 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. 379/509/KMDA** dated **14/06/2017** sanctioned by the **Kolkata Metropolitan Development Authority**, Completion Certificate vide Memo No. **980/ZP/ENGG/BP/18** dated 05.10.2018 obtained from the Zilla Parishad, South 24 Parganas at Holding no. 2679, Mouza - Ramchandrapur, Pargana - Magura, south-24 parganas, within the limits of Bon Hooghly 1 No. Gram Panchayat.

**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 AGREEMENT</b>	20%
<b>B</b>	<b>WITHIN 20 DAYS OF AGREEMENT</b>	75%
<b>C</b>	<b>POSSESSION</b>	5%

**Total Rs. ....../-**  
**(Rupees .....) only**

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

1. Vitrified tiles in entire flat of reputed make.
2. Main door of steel and steel frame or wooden / flush door with wooden door frame.
3. All other rooms would be fitted with Flush Door and toilets with any of P.V.C. doors or flush doors.
4. Aluminum sliding windows with clean glass panes of 4mm.
5. Wall putty in inside walls.
6. Glazed tiles up to 6 ft. height in toilet & W.C. wall & 2'ft height in kitchen on granite kitchen platform.
7. Concealed Electrical wiring with ISI marked copper wires, two light point and fan, plug point one each in Bed room, drawing/dining room, 15 A plug point in Drawing /Dinning and toilet. AC power Intel in two bedrooms, TV and telephone power Intel's in living area.
8. Concealed water supply line with U.P.V.C. pipes.
9. Sanitary fittings of reputed make. CP bath fittings of reputed make.
10. Geyser outlet and connection in one bathroom.
11. Stainless steel sync in kitchen.
12. Granite kitchen platform in kitchen.
13. Water proofing cement of weather coat paint (snowcem) in outside wall.
14. Veranda railing up to window seal height.
15. Generator connection to common area & 400 watts to each flat.
16. Wall thickness of 200mm. for exterior or outside walls, 75mm. and 125 mm. for interior or internal wall.
17. CCTV in common areas and intercom facility.
18. Balcony colours will be uniform at every apartment.
19. Window grills have to be of same design which should be purchased only from developers.



## **SCHEDULE 'E'**

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

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. Stair, Lift, main gate and entrance, boundary walls, Community Hall, Children's Park, Indoor Games room, Gymnasium, Power backup, CCTV, Water Filtration Plant, Intercom facility, and others common facilities of the Building Complex of the said Premises.