

**AGREEMENT FOR SALE**

This Agreement for sale (**Agreement**) is executed on this        day of January, 2021

**By and Between**

**M/S “PROGRESSIVE CONSTRUCTION”, (P.A.N. AATFP3358D)**, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business        at Kandarpapur, P.O. Garia, Police Station Sonarpur, Dist. South 24 Parganas, Pin-700 084, represented by its partner, **Smt. KETAKI DAS (Aadhaar No 613662546969) and Mrs. RESHMI GAZI (Aadhaar No 668625066964)** authorized vide hereinafter referred to as the “Promoter” (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 or administrator of the last partner and her assigns)

**AND**

**Mr./Mrs/Ms.**        .....        (**Aadhaar**        **No.**  
 .....),        son/daughter/wife        of        Mr.  
 ....., aged about ..... years, 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-interests and permitted assignees).

The Promoter and the Allottee(s) shall hereinafter be collectively referred to as the “Parties” and individually as a “Party”.

### **INTERPRITATIONS/DEFINITIONS :**

For the purpose of this Agreement for Sale, unless the context is 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 (West Ben Act XLI of 2017).
- c) **“Regulations”** Means the regulations made under the West Bengal Housing Industry Regulation Act, 2017 (West Ben Act XLI of 2017).
- d) **“Section”** Means a section of the Act.

### **WHEREAS –**

- A. (1) Kallol De, son of Late Dr. Tarun Sashi De, residing at 16B, Jheel Road, P.O. Santoshpur, P.S. Garfa (erstwhile Kasba), District. South 24 Parganas, Pincode-700075, (2) Suvro Dey and (3) Partha Dey, both sons of Sri Ranadhir Rajan Dey, both residing at Ujjayini East Road, Boalia, Post Office Garia, Police Station Sonarpur, Dist. South 24 Parganas, Kolkata-700 084 (the Owners) are the absolute and lawful owners of Holding No. 437, North East Fartabad comprised in Mouza Barhans Fartabad, C.S./R.S. Dag No. 3557 & 3558, C.S./R.S. Khatian Nos. 663 and 370, J.L. No. 41 within Rajpur Sonapur Municipality, Ward No. 28, under Police Station Sonarpur, District South 24 Parganas, Pin-700 084 admeasuring of 8 Cottahs and 02 square feet vide sale deeds dated 15.05.2002 and 26.02.2002 respectively, registered as documents no. 3745/2002, 1700/2002 and 1701/2002 respectively at the office of the A.D.S.R., Sonarpur. The Owners and the Promoter have entered in to joint development agreements dated ....., ....., ..... respectively, registered as Document No. ....., ..... And ..... At the office of the A.D.S.R., Garia.

- B. The said land is earmarked for the purpose of building of a residential project comprising one multistoried apartment building and the said project shall be known as “.....”
- C. The Promoter is fully competent to enter into this agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the said land on which the project is to be constructed have been completed.
- D. .... has granted the commencement certificate to develop the project vide its approval dated ....., bearing registration No. ....
- E. The Promoter has obtained final layout plan, sanctioned plan, specification and approvals for the project and also for the apartment, plot or building as the case may be from Rajpur Sonarpur Municipality. The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable.
- F. The Promoter has been registered the Project under the provision of the Act with the West Bengal Housing Industry Regulatory Authority at ..... on ..... under the 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 ..... square feet type ....., on .....floor in (tower/block/building/ no. .... (Building) along with garage/covered parking no. .... admeasuring ..... square feet in the ....., as permissible under the applicable law and the pro rata shres in the common areas (“Common Area”) as defined under the clause (m) of section 2 of the Act (hereinafter referred to as the “Apartment” more particularly described in the Schedule A and the floor plan of 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 mutual rights and obligation detailed therein.

I. ....

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

K. The parties, relying upon 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 is hereby agrees to sell and the Allottee has agreed to Purchase the apartment and the Garage/covered car parking (if applicable) as specified in Para G.

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

**1. TERMS:**

**1.1** Subject to the terms and conditions detailed in this Agreement, the Promoter hereby agrees to sell to the Allottee (s) and the Allottee (s) hereby agrees to purchase the Apartment as specified in Para G.

**1.2** The total price for the Apartment based on the carpet area is Rs...../- (Rupees .....only) (“**Total Price**”).

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

- Provide break up of the amounts such as cost of the Apartment, proportionate cost of common areas, preferential location charges, cost of exclusive balcony or Verandah areas, cost of exclusive open terrace areas, taxes, maintenance charges as per para II, if/as applicable.

( AND ) (if/as applicable)

Garage/covered parking-1	Price for 1 (in Rs.)
Garage/covered parking-2	Price for 2 (in Rs.)
Total price (in Rupees)	.....

**Explanation:**

- The Total Price above includes paid by the Allottee to the Promoter towards the Apartment'
- The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of G..T. and Cess or any other similar taxes which may be levied in connection with the construction of the project payable by the Promoter, by whatever name called) up to the date of handing over of the possession of the Apartment to the Allottee and the Project to the Association of the Allottees, or the competent authority, as the case may be, after obtaining the completion certificate.

Provided that in case of any change/modification of taxes, the subsequent amount payable by the Allottee (s) to the Promoter 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 schedule date of completion of the Project as per registration with the authority, which shall include the extension of registration, if any, granted to the said Project by the authority, as per the Act, the same shall not be charged from the Allottee.

- (iii) The Promoter shall periodically intimate the Allottee (s), the amount payable as stated in (i) above, and the Allottee (s) shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee (s) the details of the taxes paid or demanded along with Acts/rules/notification together with dates from which such taxes/levies 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, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Apartment, lift, waterline and plumbing, finishing with paints, marbles, tiles, doors, windows, fire detection and firefighting equipments 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 and the Project.

1.3 The Total Price is escalation free, save and except increase which the Allottee (s) hereby agrees to pay, due to increase on account of development charges which may be levied or imposed by the competent authority, from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee (s) for increase in development charge, cost and charges imposed by the competent authorities, the Promoter shall enclose the said notification/rules/orders/regulations to that effect along with the demand letter being issued to the Allottee (s), which shall only be applicable on subsequent payments.

Provided that if there is any new imposition or increase of any development charges after the expiry of the schedule date of completion of the project as per registration with the authority, which shall include 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 (s).

1.4 The Allottee shall make payment as per the payment plan set out in Schedule C (“Payment Plan”)

1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee (s) by discounting such early payments @.....% per annum for the period by which the respective installments 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.

1.6 It is agreed that the Promoter shall not make any addition or alteration in the sanctioned plans, layouts and specifications and the nature of fixtures and fittings and amenities as described in 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 Apartment/Plot/Building, as the case may be, without the previous written consent of the Allottee (s) as per the provision of the Act.

Provided that the Promoter may make minor additions or alternations as may be required by the Allottee (s), or such minor changes or alterations as per the provisions of the Act.

1.7 The Promoter shall confirm the final carpet areas that has been allotted to the Allottee after in construction of the building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the charges, if any in the carpet area. The Total Price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is any reduction in the carpet area, then the Promoter shall refund 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 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 the Allottee, the Promoter may demand that from the Allottee, the Promoter may demand 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 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 the Allottee in the common area is undivided and cannot be divided or separated, the Allottee shall use the common areas along with other occupants and maintenance staff etc. without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall handover the common areas to the association of allottees after duly obtaining completion certificate from the competent authority as provided in the Act.
- (iii) 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 electric wiring, electrical connectivity to the Apartment, lift, waterline and plumbing, finishing with paints, marbles, tiles, doors, windows, fire detection and firefighting equipments 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 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/plot as the case may be.
- (v) It is made clear by the Promoter and the Allottee agrees that the Apartment/ Plot along with ..... garage/car parking shall be treated as a single indivisible unit for all the 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 and zone and shall not form a part of and/or linked/



combined with any other project in its vicinity or otherwise accept 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 for use and enjoyment of the Allottee (s) of the Project.

- 1.10 The Promoter agrees to pay all the outgoings/dues before transferring the physical possession of the Apartment to the Allottee (s) which it has collected from the Allottee (s), for the payment of outgoings/dues (including land cost, ground rent, municipal and other local taxes, charges for water and electricity, maintenance charges including mortgage loans and interest on mortgages and other encumbrances and such other liabilities payable to the competent authorities, bank or financial institutions, which are related to the project). If the Promoter fails to pay or any of the outgoings/dues collected by it from the Allottee (s) or any liability, mortgage loan or interest thereon before transferring the Apartments to the Allottee (s), the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings/dues 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 a 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 is hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment as prescribed in the payment plan at (schedule C) as may be demanded by the Promoter within the time and manner as specified therein.

Provided that if the Allottee (s) delays in payment towards any amount which is payable, he shall be liable to pay the interest at the rate prescribed in the Rules.

## 2. **MODE OF PAYMENT**

Subject to the terms of the agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter within the stipulated time as mentioned in the

payment plan through account payee cheque/demand draft/banker's cheque or online payment (as applicable) in favour of Progressive Construction payable at Kolkata.

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

- 3.1 The Allottee, if residence outside India, shall be solely responsible for complying with the necessary formalities as laid down in the Foreign Exchange Management Act, 1999 ('FEMA'), Reserve bank of India Act, 1934 ("RBI" Act) and the Rules and Regulations made thereunder or any statutory amendments or modifications made thereof and all other applicable laws including that of remittance of payment, acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approval which would enable the Promoter to fulfill its obligations under this agreement. Any refund, transfer of security, if provided in terms of the agreement shall be made in accordance of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any 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 shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.
- 3.2 The Promoter accepts responsibility in regard to matters specified in Para 3.1 above. The Allottee shall keep the Promoter 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 to the Promoter immediately and comply with the necessary formalities if any, under the applicable laws. The Promoter shall not be responsible to any third party making payment/remittances on behalf of the Allottee and such third party shall not have any right in the application/ allotment of said Apartment apply for herein in any way and the Promoter shall be issuing payment receipts in favour of the Allottee only.

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

The Allottee authorizes the Promoter 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 to adjust his payment in any manner.

5. **TIME IS ESSENCE**

The Promoter shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the Apartment to the Allottee and the common areas to the association of the allottees, or the competent authority, as the case may be.

6. **CONSTRUCTION OF THE PROJECT/APARTMENT**

The Allottee has seen the layout plan, specifications, amenities and facilities of the Apartment and accepted the floor plan, payment plan and the specifications, amenities, facilities annexed along with this Agreement which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities, facilities, subject to the terms of this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent authorities and shall also strictly abide by the bye-laws, FAR, density norms and provisions prescribed by the West Bengal Housing Regulatory Act, 2017 and shall not have any option to make any variation/alteration/modification in such plan, other than in the manner provided in the Act, and breach of this term by the Promoter shall constitute a material breach of this Agreement.

7. **POSSESSION OF THE APARTMENT**

7.1 **Schedule of Possession of the said Apartment:** The Promoter agrees and understands that timely delivery of possession of the Apartment to the Allottee and the common areas to the Association of the Allottees or competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to handover possession of the Apartment along with ready and complete common areas with all specifications, amenities and facilities in

place on \_\_\_\_\_ unless there is delay or failure due to war, flood, draught, fire, cyclone, earthquake or any other calamity caused by nature effecting the regular development of the real estate projects (“Force Majeure”). If however, the completion of the Project is delayed due to Force Majeure condition then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment.

Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee (s) agrees and confirms that, in the event it becomes impossible for the Promoter to implement the Project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee (s) the entire amount received by the Promoter from the allotment, within 45 days from that date. The Promoter shall intimate the Allottee about such termination at least 30 days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/she shall not have any rights, claims etc. against the Promoter and the Promoter shall be released and discharged from all obligations and liabilities under this Agreement.

- 7.2 Procedure for taking possession of Apartment:** The Promoter, upon obtaining occupancy certificate from the competent authority, shall offer in writing the possession of the Apartment in terms of this Agreement to be taken within 2 (two) months from the date of issue of occupancy certificate. [Provided that, in the absence of local law, the conveyance deed in favour of the Allottee shall be carried out by the Promoter within three months from the date of issue of the occupancy certificate]. The Promoter agrees and undertakes to indemnify the Allottee(s) in case of fulfillment of any of the provisions, formalities, documentation on the part of the Promoter. The Allottee(s), after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/Association of Allottees, as the case may be, after the issuance of completion certificate for the Project. The Promoter shall handover the occupation certificate of the Apartment/Plot, as the case may be, to the Allottee at the time of conveyance of the same.
- 7.3 Failure on the part of the Allottee to take possession of Apartment:** upon receiving a written intimation from the Promoter as per Para 7.2 above, the

Allottee(s) shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertaking and such other documentation as prescribed in this Agreement and the Promoter shall give possession of the Apartment to the Allottee(s). In case the Allottee(s) fails to take possession within the time provided as per Para 7.2 above, such Allottee shall continue to be liable to pay maintenance charges as specified under Para 7.2 above.

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

[Provided that, in the absence of any local law, the Promoter shall handover the necessary documents and plans, including common areas to the Association of the Allottees or competent authority, as the case may be, within 30 days from obtaining the occupancy certificate].

- 7.5 Cancellation by Allottee:** The Allottee(s) shall have shall have the right to cancel/withdraw from the Project as provided in the Act:

Provided that, where the Allottee(s) proposes to cancel/withdraw from the Project without any fault of the Promoter, the Promoter is entitled to forfeit the booking amount paid for the allotment. The balance amount paid by the Allottee(s) shall be returned by the Promoter to the Allottee(s) within forty five days of such cancellation.

- 7.6 Compensation:** The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land on which the project is developed or has been developed, in the manner as provided under the Act and the claim for the 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 Mejeure event, if the Promoter fails to complete or is unable to give possession of the said Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified in Para 7.1 above, (ii) or discontinuance of his business as a

developer on account of suspension or revocation of the registration under the provision of the Act; or for any other reason; the Promoter shall be liable, on demand to the Allottee, 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 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 intent to withdraw from the Project, the Promoter shall pay the Allottee interest for every month of delay, till the handing over of the Apartment, which shall be paid by the Promoter to the Allottee within forty-five days of it becoming due.

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

The Promoter hereby represents and warrants to the Allottee(s) as follows:

(i) The Promoter has absolute, clear and marketable title with respect to the said Land and the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;

(ii) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Project;

(iii) There are no encumbrances upon the said Land or the Project;  
*(In case there are any encumbrances provide details of such encumbrances including any rights, title, interest and name of party in or over such land)*

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

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

(vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee(s) created herein, may prejudicially be affected;

- (vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said [Apartment/Plot] which will, in any manner, affect the rights of Allottee(s) under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [Apartment/Plot] to the Allottee(s) in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the [Apartment/Plot] to the Allottee(s) and the common areas to the association of allottees or the competent authority, as the case may be;
- (x) The Schedule Property is not the subject matters of any HUF and that no part thereof is owned by any minor and /or no minor has any right, title and claim over the Schedule Property;
- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent authorities till the completion certificate has been issued and possession of the Apartment/ Plot along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee and the Association of allottees or the competent authority, as the case may be;
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project.

## **9. EVENTS OF DEFAULTS AND CONSEQUENCES :**

9.1 Subject to the Force Majeure clause, the Promoter shall be considered under a condition of default, in the following events:-

- (i) The Promoter fails to provide ready to move in possession of the [Apartment /Flat] to the Allottee(s) within the time period specified in Para 7.1 above in this Agreement 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 the Promoter under the conditions listed above, Allottee(s) is entitled to the following:-

- (i) Stop making further payments to the Promoter as demanded by the Promoter. If the Allottee(s) stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee(s) be required to make the next payment without any interest; or

- (ii) The Allottee(s) shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee(s) under any head whatsoever towards the purchase of the Apartment, along with interest within forty-five days of receiving the termination notice:

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

9.3 The Allottee(s) shall be considered under a condition of default, on the occurrence of the following events:

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



(ii) In case of default by Allottee under the conditions listed above continues for a period beyond ----- consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the [Apartment/ Plot] in favour of the Allottee(s) and refund the money paid to him by the Allottee(s) by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated :

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

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

The Promoter, on receipt of Total Price of the [Apartment/ Plot] as per Para 1.2 under the Agreement from the Allottee shall execute a conveyance deed and convey the title of the [Apartment/ Plot] together with proportionate indivisible share in common areas within three 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 absence of local law, the conveyance deed in favour of the Allottee shall be carried out by the Promoter within three months from the date of issue of occupancy certificate].

However, in case the Allottee(s) fails to deposit the stamp duty, registration charges within the period mentioned in the demand notice, letter, the Allottee(s) authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee(s).

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

The Promoter shall be responsible for providing and maintaining the 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 Promoter as per this Agreement relating to such development is brought to the notice of the Promoter within a period of five years by the allottee from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within thirty days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee(s) shall be entitled to receive appropriate compensation in the manner as provided under the Act.

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

The Promoter/ maintenance agency/Association of 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(s) agrees to permit the Association of allottees and/or maintenance agency to enter into the [Apartment/ Plot] or any. Part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

**14. USAGE:**

Use of Basement(s) and service areas:- The basement and service areas, if any, as located within the (Project name), shall be earmarked for purposes such as parking spaces and services including but not limited to electric 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 uses as per sanctioned plans. The Allottee(s) 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 used by the Association of allottees for rendering maintenance services.

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

15.1 Subject to Para 12 above, the Allottee(s) shall, after taking possession, be solely responsible to maintain the said [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 said building [Apartment/ Plot], or the staircases, lifts, common

passages, corridors, circulation areas, atrium or compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the said Apartment/ Plot, and keep the said Apartment/ Plot,, its walls and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the building is not in any way damaged or jeopardized.

15.2 The Allottee further undertakes, assures and grantees that he/ she would not put any sign-board/ name-plate, neon light, publicity material or advertisement material etc. on the façade of the building or anywhere on the exterior of the Project, building therein or common areas. The Allottee also not change the color scheme of outer wall or painting of the exterior side of windows or carry out any change in the exterior elevation or design. Further the Allottee shall 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 Allottee shall also not remove any wall, including the outer and load wall of the [Apartment/ Plot].

15.3 The Allottee shall plan and distribute its electric load in conformity with the electric systems installed by the Promoter and thereafter the Association of allottees and/or maintenance agency appointed by the association of allottees. The Allottee shall be responsive 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 Promoter undertakes that it has no right to make additions or to put up additional structure anywhere in the Project after the building plan, layout plans sanction plan and specifications, amenities and facilities has been approved by the competent authorities and disclosed, except for as provided in the Act.

18. **PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:**  
After the Promoter executes this Agreement he shall not mortgage or create a charge on the said [Apartment/ Plot/ Building] and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage for charge shall not affect the right and interest of the Allottee(s) who has taken or agreed to take such [Apartment/ Plot/ Building].

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

The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the West Bengal Apartment Ownership Act. The promoter showing compliance of various laws/regulations as applicable in West Bengal Apartment Ownership Act.

20. **BINDING EFFECT :**

Forwarding this Agreement to the Allottee(s) by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee(s) until, firstly, the Allottee(s) signs and delivers this Agreement with all the Schedules along with the payments due as stipulated in this payment plan within thirty days from the date of receipt by the Allottee(s) and secondly, appears for registration of the same before the concerned Sub-Registrar, Alipore, Dist. South 24 Parganas as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee(s) and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee(s) for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee(s), application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee(s) in connection therewith including the booking amount shall be returned to the Allottee(s) 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 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 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 said [Apartment/ Plot] and the Project shall equally be applicable to and enforceable against and by any subsequent Allottee of the [Apartment/ Plot], in case of a transfer, as the said obligations go along with the Apartment/ Plot for all intents and purposes.

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

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

24.2 Failure on 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 the Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and 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(s) has to make any payment, in common with other allottee(s) in the Project, the same shall be the proportion which the carpet area of the [Apartment/ Plot] bears to the total carpet area of all the [Apartments/Plots] in the Project.

27. **FURTHER ASSURANCES:**

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

28. **PLACE OF EXECUTION :**

The execution of this Agreement shall be completed only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in ----- after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar at Alipore, South 24 Parganas. Hence this Agreement shall be deemed to have been executed at Kolkata.

29. **NOTICES:**

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

M/s, Progressive Construction	Allottee(s) name
Address: Kandarpur, P.O. Garia, District South 24 Parganas, Pin-700 084.	Address.....

It shall be the duty of the Allottee and promoter to inform each other of any changes subsequent to the execution of this Agreement in the above address by registered post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Allottee, as the case may be.

**30. JOINT ALLOTTEE:**

That in case there are Joint Allottees all communications shall be sent by the Promoter 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 properly served on all the Allottee(s).

**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, plot or building, as the case may be, shall not be construed to limit the rights and interests of the allottee under the agreement for sale or under the Act 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 dispute 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 discussions, failing which the same shall be settled under the Arbitration and Conciliation Act 1996.

*(Any other terms and conditions as per contractual understanding between the Parties. However, please ensure that such additional terms and conditions are not in derogation of or inconsistent with the terms and conditions set out above or the Act and the rules and Regulations made thereunder.)*



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

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

Allottee: (including joint buyers)

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

Name \_\_\_\_\_

Address \_\_\_\_\_

(2) Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

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

Promoter:

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

Name \_\_\_\_\_

Address \_\_\_\_\_

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

**WITNESSES:**

1. Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

2. Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

**SCHEDULE-‘A’ - DESCRIPTION OF THE [APARTMENT/PLOT] AND  
TILE GARAGE/COVERED PARKING (IF APPLICABLE)  
ALONG WITH BOUNDARIES IN ALL FOUR  
DIRECTIONS**

**SCHEDULE-‘B’ - FLOOR PLAN OF THE APARTMENT**

**SCHEDULE- ‘C’ - PAYMENT PLAN**

**SCHEDULE- ‘D’ - SEPECIFICATIONS, AMENITIES, FACILITIES  
(WHICH ARE PART OF THE APARTMENT/ PLOT)**

**SCHEDULE- ‘E’ - SEPECIFICATIONS, AMENITIES, FACILITIES  
(WHICH ARE PART OF THE PROJECT)**

(The Schedules to this Agreement for sale shall be as agreed to between the Parties)

\*or such other certificate by whatever name called issued by tire competent authority.