

ANNEXURE-A

SEE RULE- 9

AGREEMENT FOR SALE

This Agreement for Sale (Agreement) executed on this \_\_\_\_\_ (date) day of \_\_\_\_\_ (Month), 20\_\_\_\_

By and Between

**DHURUB PRASAD & RENUKA PRASAD (PAN: AAQFD9694M)**, a registered Partnership Firm, having its registered office at Bank of India Lane , Benachity Durgapur-13 , Dist. Burdwan, and represented by one of its Partners **SRI DHURUB PRASAD** s/o Sri Satnarayan Prasad, by faith Hindu, by occupation Business, Citizenship Indian, hereinafter referred to as the "**FIRST PARTY**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns) of the **FIRST PART**;

(OR)

(If the Allottee is a Company)

\_\_\_\_\_, (CIN no. \_\_\_\_\_) a company incorporated under the provisions of the Companies Act, (1956 or 2013 as the case may be) having its registered office at \_\_\_\_\_, (PAN \_\_\_\_\_) represented by its authorized signatory (Aadhar No \_\_\_\_\_) duly authorizes vide board resolution dated \_\_\_\_\_, hereinafter referred to as the Allottee (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor –in-Interest, executors , administrators and permitted assignees).

(If the Allottee is a Partnership)

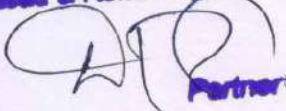
\_\_\_\_\_, a partnership firm registered under the Indian Partnership Act, 1992 , having its Principal place of business at \_\_\_\_\_, ( PAN \_\_\_\_\_), represented by its authorized partner \_\_\_\_\_, ( Adhar no \_\_\_\_\_) duly authorized vide hereinafter referred to as the " Allottee" ( which expression shall unless repugnant to the context or meaning therefore be deemed to mean and include the partners or partner for the time being of the firm, the survivor or survivors of them and their heirs executors , administrators of the last surviving partner and his /her/their assigns);

Or

(if the Allottee is an Individual )

Mr. / Ms. \_\_\_\_\_,(Adhar 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 assignees)

For Dhurub Prasad & Renuka prasad

  
Partner

Or

(If the Allottee is a HUF)

Mr. \_\_\_\_\_ (Aadhar No \_\_\_\_\_) son Of \_\_\_\_\_ aged about \_\_\_\_\_ for self and as the Karta of the Hindu joint Mitakshara Family Known as HUF, Having its place its place of business/ Residence at \_\_\_\_\_, (PAN \_\_\_\_\_) hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean the members pr member for the time being of the said HUF and their respective heirs, executors and permitted assigns)

(Please insert details of other allottee(s), in case of more than one allottee)

The Promoter and allottee shall hereinafter collectively be referred to as the "parties" and individually as a "party".

#### **DEFINITIONS:**

For the purpose of the agreement for sale unless the context other wiser requires:-

- A) "Act" means the West Bengal Housing Industry Regulation Act, 2017 (West Bengal Act XLI of 2017);
- B) "Rules" means the West Bengal Housing Industry Regulation Rules, 2018 made under the west Bengal Housing Industry Regulation Act, 2017;
- C) "Regulations" means the regulations made under the West Bengal Housing Industry Regulation Act 2017;
- D) "Section" means a section of the Act.

#### **WHEREAS**

- A. The first party is the owner of the 'Bastu' class of land situate within mouza- \_\_\_\_\_, P.S. \_\_\_\_\_, Dist. Paschim Bardhaman (previously under Dist. Burdwan ) measuring land area \_\_\_\_\_ (\_\_\_\_\_) cottahs equivalent to (\_\_\_\_\_) sft. Comprised in and being part of R.S. Plot No. \_\_\_\_\_ and \_\_\_\_\_ corresponding to L.R. Plot No. \_\_\_\_\_ (\_\_\_\_\_) and \_\_\_\_\_ (four seven two nine) which it acquired by virtue of two no registered deed of sale dated being Deed No. \_\_\_\_\_ for the year \_\_\_\_\_ and Deed No. \_\_\_\_\_ for the year \_\_\_\_\_ both of Durgapur A.D.S.R. Office on payment of valuable consideration firm its previous owners ;

Be it mentioned here that acquisition and devolution of ownership and possession in respect of the said land upon the vendor of the title deed being No. \_\_\_\_\_ for the year \_\_\_\_\_ and \_\_\_\_\_ for the year \_\_\_\_\_ has been fully mentioned and described in details in the recital of the said sale deeds.

After purchasing the said land the first party got the said land recorded in its name in the finally published L.R. Record of Rights under L.R. Khatian no. \_\_\_\_\_ of the said mouza - \_\_\_\_\_ being L.R. Plot No. \_\_\_\_\_ and \_\_\_\_\_ Corresponding to R.S Plot No \_\_\_\_\_ and \_\_\_\_\_.

- B. The said land is earmarked for the purpose of building a (commercial/ residential purpose) project comprising multi-storied apartment building and the said project shall be known as NABADIGANTA HOUSING COMPLEX.
- 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 project is to be constructed have been completed;

- D. The promoter has obtained the final layout plan, specifications and approvals for the projects and also the apartment, plot or building, as the case may be from Durgapur Municipal Corporation. 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.
- E. The promoter has registered the project under the provision of the Act with the West Bengal Housing Industry Regulatory Authority at Kolkata on \_\_\_\_\_ under registration no \_\_\_\_\_.
- F. The Allottee had applied for an apartment in the Project vides application No. \_\_\_ dated \_\_\_ has been allotted apartment no. \_\_\_\_\_ having carpet area of \_\_\_\_\_ square feet, type \_\_\_\_\_, on \_\_\_\_\_ floor in **NABADIGANTA HOUSING COMPLEX**. (Building) along with garage /covered parking/parking space no. \_\_\_\_\_ admeasuring \_\_\_\_\_ square feet in the \_\_\_\_\_ (as permissible under the applicable law and of pro rat share in the common areas( common Area) as defined under clause(m) of Section if 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).
- G. The parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;

**H. ( please enter any additional disclosures/details)**

- I. 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;
- J. The Parties , relying on the confirmations, representatives and assurances of each to faithfully abide by all the terms, conditions and stipulations in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- K. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties , the promoter hereby agrees to sell and the Allottee hereby agrees to purchase one self-contained residential flat in the \_\_\_\_ floor along with two/four wheeler parking space in the ground floor ;  
**NOW THEREFORE**, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuable consideration, the parties agrees as follows;

**1. TERMS:**

- 1.1 Subject to the terms and conditions as detailed in this Agreement , the promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, one self-contained residential flat in the \_\_\_\_ floor along with two/four wheeler parking space in the ground floor:
- 1.2 The total Price for the self-contained residential flat in the \_\_\_\_ floor along with two/four wheeler parking space in the ground floor based on the carpet are is Rs. \_\_\_\_\_ ( Rupees \_\_\_\_\_ only ( Total Price ) ( Give break up and description ):

Block, Building/ Tower No. NABADIGANTA HOUSING COMPLEX Apartment No. D/A/-1, Type 3BHK , Floor- First	Rate of Apartment per Square feet
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- Provide breakup of the amounts such as cost of apartment , cost of exclusive balcony or verandah areas, cost of exclusive open terrace areas, proportionate cost of common areas, preferential location charges, taxes, maintenance charges as per para II etc., if/ as applicable

(AND) ( If / as Applicable)

Two wheelerParking space	
Four wheeler parking space	
Total Price ( In Rupees	

**Explanation:**

- (i) The total Price above includes the booking amount paid by the allottee to the Promoter towards the self-contained residential flat in the \_\_\_\_floor along with two/four wheeler parking space in the ground floor.
- (ii) The Total Price above includes taxes ( consisting of tax paid or payable by the Promoter by way of Value Added tax, Service Tax, and Cess or any other similar taxes which may be levied , in connection with the construction of the project payable by the promoter) up to the date of handing over the possession of the ( Apartment/Plot) provided that in case there is any change / modification in the taxes, the subsequent amount payable by the allottee to the promoter shall be increased/ reduced based on such change/ modification;
- (iii) The promoter shall periodically intimate to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment within 30(thirty) days from the date of such written intimation. Inaddition, the Promoter 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 / Plot) includes recovery of piece 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 paint, marble, title, doors, windows, fire detection and fire fighting equipments in the common areas, maintenances charges as per para II etc. And includes cost for providing all other facilities, amenities and specifications to be provided within the (Apartment/ Plot) and the Project.

1.3 The Total price is escalation-free, save and except increase 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 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 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 Act, the same shall not be changed from the Allottee.

1.4 The Allottee(s) shall make the payment as per the payment plan set out in schedule C ( Payment Plan)

- 1.5 The promoter may allow, in its sole discretion, a rebate for early payments of instalments payable by the Allottee by discounting such early payments@\_\_\_% per annum for the period by which the respective instalment 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 additions and alternations in the sanctioned plans, layout plans and specifications and the nature of fixture, fitting and amenities described therein 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 Allottee as per the Provisions of the Act. Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.
- 1.7. **(Applicable in case of an apartment)**The Promoter shall confirm 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. If there is any reduction in the carpet are within the defined limit then Promoter shall refund the excess money paid by Allottee within forty –five days with annual interest at the rate specified 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 allotted to Allottee, the promoter shall 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 clause 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the (Apartment/ Plot) as mentioned
- i) TheAllottee shall have exclusive ownership of the (Apartment/ Plot)
  - (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 shall hand over the common areas to the association of allottees after duly obtaining the completion certificate from the competent authority as provided in the Act.
  - (iii) That the computation of the price of the ( Apartment/ Plot) includes recovery of Price of land, the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and fire fighting equipment in the common areas, maintenance charges as per Para11 etc. And includes cost for providing all other facilities, amenities and specifications to be provided within the (Apartment/Plot) 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.
- 1.9 It is made clear by the promoter and the Allottee agrees that the (Apartment/Plot) along with \_\_\_\_\_ garage/ covered parking shall be treated as a single indivisible unit for all purposes. It is agreed that the project is an independent, self-contained Project covering the said land and is not a part of and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the 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 agrees to pay all outgoings before transferring the physical possession of the apartment to the allottees, which 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 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 agrees to be liable even after the transfer of the property to pay such outgoings and penal charges, of 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 there for 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/Plot) at the time of application the receipt of which the promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the (Apartment/Plot) as prescribed in the Payment plan (Schedule C) as may be demanded by the Promoter within the time and in the manner specified therein, Provided that if the allottee delays in payment towards any amount for which is payable, he shall be liable to pay interest at the rate prescribed in the Rules.

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

Subject to the terms of the Agreement and the promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter within the stipulated time as mentioned in the Payment plan through A/C payee cheque /demand draft/ bankers cheque of online payment(as Applicable) in favour of \_\_\_\_\_ payable at \_\_\_\_\_

## **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 and Rules and Regulations made there under or any statutory amendment(S) modification(S) mad thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. And provide the promoter with such permission approvals which would enable the Promoter to fulfil its obligations under this Agreement any refund transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of foreign Exchange Management Act, 1999 or statutory enactments or amendment 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 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 no responsibility in this regard to matter specified in para 3.1 above. The Allottee shall keep the promoter 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 immediately and comply with necessary formalities if any under the applicable laws. The promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said apartment applied for

herein in any way and the Promoter Shall be issuing the payment receipts in favour of the 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/Plot) if any, in his/her name and the Allottee undertakes not to object/direct the Promoter to adjust his payments in any manner.

**5. TIME IS ESSENCE:**

THE Promoter shall abide by the time schedule for completing the project as disclosed at the time of registration of the project with the Authority and towards handing over the (Apartment/Plot) to the 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 proposed layout plan specification amenities and facilities of the apartment / plot and accepted the floor plan, payment Plan, floor plans, and facilities (annexed along with this Agreement) which has been approved by the competent authority as represented by the Promoter. The promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the competent Authorities and shall also strictly abide by the bye laws, FAR and density norms and provisions prescribed by the West Bengal Municipal Building Rules, 2007 and shall not have an option to make any variation/alteration/ modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

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

7.1. Schedule for possession of the said (Apartment/Plot) the promoter agrees and understands that timely delivery of possession of the (Apartment/plot) to the 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 assures to hand over possession of the (Apartment/Plot) along with ready and complete common areas with all specifications, amenities and facilities and facilities of the project in place on \_\_\_\_\_, unless there is delay or failure due to war, flood, drought, fire, cyclone, and earthquake or any other calamity caused by nature affecting the regular development of the real estate project (Force Majeure) if however, the completion of the Project is delayed due to the force Majeure conditions then allotted agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the (Apartment/plot).

Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee 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 Allottee 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 thirty 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 that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

#### **7.2. PROCEDURE FOR TAKING POSSESSION-**

The Promoter upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the (Apartment/Plot) to the Allottee in terms of this Agreement to be taken within two (2) 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 3 months from the date of issue of occupancy certificate. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfilment of any of the provisions formalities documentation on part of Promoter. The Allottee 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 the completion certificate for the project. The Promoter shall hand over the occupancy of the apartment/ plot at case may be, to the allottee at the time of conveyance of the same.

#### **7.3. FAILURE OF ALLOTTEE TO TAKE POSSESSION OF (APARTMENT/PLOT)**

Upon receiving a written intimation from the promoter as per para 7.2 the Allottee shall take possession of the (Apartment/Plot) from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement. And the Promoter shall give possession of the (Apartment/plot) to the 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/plot) to the Allottees it shall be the promoter to hand over the necessary documents and plans including common areas, to association of the Allottee or the competent authority, as the case may be as per the local laws.

#### **7.5. CANCELLATION BY ALLOTTEE**

The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act: Provided that where the allottee proposes to cancel/withdraw from the project without any fault of the promoter, the promoter 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 to the allottee within 45 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 being developed or has been developed, in the manner as provided under the Act and the claim for compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the (Apartment/Plot) (i) in accordance with the terms of this Agreement duly completed by the date specified in para 7.1; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason the promoter shall be liable on demand to the 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/Plot) with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within 45 days of it becoming due;



Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at 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.

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

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

- I. The (Promoter) has absolute, clear and marketable title with respect to the said Land, the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- II. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project,
- III. There are no encumbrances upon the Land or the Project, (in case there are any encumbrances on the land provide details of such encumbrances including any rights, title, interest and name of party in or over such land)
- IV. There are no litigations pending before any court of law or Authority with respect to the said land, project or the (Apartment/Plot)
- V. All approvals, licenses and permits issued by the competent authorities with respect to the project, said Land and (Apartment/Plot) are valid and subsisting and have been obtained by following due process of law further the Promoter has been and shall at all times remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and (Apartment/Plot) and common areas.
- VI. The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of Allottee 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 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 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 and the common areas to the Association of the Allottees or the competent authority as the case may be,
- X. The schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right title and claim over the Schedule Property.
- XI. The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies levies, impositions, premiums, damages and/ or penalties and other outgoings whatsoever, payable with respect to the said project to the competent Authorities till the completion certificate has issued and possession of apartment plot or building, as the case may be, along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the allottee and the association of allottees or competent authority as the case may be.
- XII. No notice from the Government or any other local body or authority or any legislative enactment government ordinance order notification (including any notice for acquisition or requisition of the said property) has been receive by or served upon the Promoter in respect of the said land and/or the project.

9.1. Subject to the force Majeure clause the Promoter shall be considered under a condition of Default, in the following events:

(i) Promoter fails to provides ready to move in possession of the (Apartment/Plot) to the Allottee within the time period specified in para 7.1 to complete the project within the stipulated time disclosed at the time of regulation of the project with the Authority. for the purpose of this para, 'ready to move in possession shall mean that the apartment shall have in a habitat condition which is complete in all respects including the provision of all specification, 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 there under.

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

(i) Stop making further payments to Promoter as demanded by the Promoter , If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only there after the Allottee be required to make the next payment without any penal interest :or

(ii) the Allottee 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 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 terminations 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, 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 the promoter 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 as per the Payment Plan annexed hereto, despite having been issued notice in that the regard the allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate specified 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 in this regard, the Promoter may cancel the allotment of the (Apartment/Plot) 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 shall intimate the allottee about such termination at least thrity days prior to such termination.

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

The Promoter, on receipt of total Price of the (Apartment/Plot) as per Para 1.2 under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the (Apartment/Plot) together with proportionate indivisible share in the Common Areas within 3(three) months from the 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 within 3 months from the date of issue of occupancy certificate). However, in case the Allottee fails to deposit the stamp duty, registration charges within the period mentioned in the notice, the Allottee 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.

#### **11. MAINTENANCE OF THE SAID SCHEDULE/ APARTMENT/PROJECT:**

The Promoter shall be responsible to provide and maintain essential service in the Project till the taking over the maintenance of the project by the association of the 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 LIABILITIES:**

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5(Five) years by the Allottee from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge. Within 30(thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottees 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, garage/covered parking's 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/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 USAGES:**

USE of Basement and Service areas" The basement(s) and service areas, if any, as located within the \_\_\_\_\_(project name), shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pumps rooms, maintenance and service rooms, fire fighting pump[s and equipment's etc. And other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the service areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use the association of allottees formed by the Allottees for rendering maintenance service.

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

(i) Subject to para 12 above , the Allottee shall, after taking possession, be solely responsible to maintain the ( Apartment/Plot) at his /her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, of the ( Apartment/Plot) , or the staircase, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the ( Apartment/Plot) and keep the ( Apartment/ Plot), its walls and partitions, sewers drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in fit and proper condition and ensure that the support , shelter etc. Of the Building is not any way damaged or jeopardized.

(ii) The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board/ name-plate, neon light, publicity material or advertisement materials etc. On the face/ facade of the Building or anywhere on the the exterior of the Project, building 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/Plot) or place any heavy materials 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/Plot)

(iii) The allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the promoter 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.

#### **16 COMLIANCE OF LAWS, NOOTIFICARTION 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, regulation, and notification applicable to the Project.

#### **17 ADDITIONAL CONSTRUCTIONS**

THE Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the Building plan, layout plan, sanction plan and specification, amenities and facilities has been approved by the competent authority(ies) and disclosed, except for as provided in the Act.

#### **18 PROMOTERS SHALL NOT MORTGAGE OR CREATE A CHANGE:**

After the Promoter executes this Agreement he shall not mortgage or create a charge on the ( Apartment/Plot/ Building) and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such( Apartment/ Plot Building)

#### **19 APARTMENT OWNERSHIP ACT ( OF THE RELEVANT STATE ACT)**

The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the \_\_\_\_\_ (Please insert the name of the Apartment Ownership ) Act. The Promoter showing compliance of various laws/ regulations as applicable.in \_\_\_\_\_.

## **20. Binding effect:**

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the promoter 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 concerned Sub Registrar (specify the address of the Sub-Registrar) 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 and/or appear before Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter 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/plot/building, as the case may be.

**22. RIGHT TO AMEND:** This Agreement may only be amended with the written consent of the parties.

**23. PROVISIONS OF THE AGREEMENT APPLICABLE ON ALLOTTEE/SUBSEQUENT ALLOTTEES:** It is clearly understood and so agreed by and between the parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the (Apartment/plot) and the Project shall equally be applicable to and enforceable against any subsequent Allottees 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 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 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 the part of the Promoter to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

## **25. SEVERABILITY:**

If any provision of this Agreement shall be determined to be void or unenforceable 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 rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

**26. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:**Wherever in this Agreement it is stipulated that the Allottee has to make any payment in common with other Allottee (S) in project, the same shall be the proportion which the carpet area of the (Apartment/Plot) bears to the total carpet area of all the (Apartments/Plots) in the Project.

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

**28. PLACE OF EXECUTION;**The execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's office or at some other place, which may be mutually agreed between the promoter and the Allottee in \_\_\_\_\_ after the Agreement is duly executed by the allottee and the promoter or simultaneously with the said Agreement shall be registered at the office of the sub- registrar at \_\_\_\_\_ (specify the address of the sub – Registrar). Hence this Agreement shall be deemed to have been executed at \_\_\_\_\_.

**29. NOTICES:**

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

\_\_\_\_\_ (Name of Allottee)

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

Dhurub Prasad & Renuka Prasad (Promoter name)

ADDRESS:-Bank of India Lane , Benachity Durgapur -13 (Promoter Address)

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

**30. JOINT ALLOTTEES:**

That in case there are joint Allottees all communication shall be sand by 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 allottees.

**31. 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.

### 32. 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 be settled amicably by mutual discussion, failing which the same shall be settled under the arbitration and Condition Act, 1996

( Please insert any other terms and conditions as per the contractual understanding between the parties however, please ensure that such additional terms and conditions are not in derogation of or inconsistent with the terms and conditions set out above or the Act and the Rules and Regulations made there under)

**IN WITNESS WHEREOF** parties here in above named have set their respective hands and signed this Agreement for sale at \_\_\_\_\_ (city/town name) in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED

Allottee: (including joint buyers)

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

Please Affix Photographs  
and sign across the photographs

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_

**SIGNED AND DELIVERED BY THE WITHIN NAMED**

Promoter:

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_  
At \_\_\_\_\_ on \_\_\_\_\_

please affix photographs and  
sign across the photographs

in the presence of:

WITNESS:

1) Signature \_\_\_\_\_  
2) Name \_\_\_\_\_  
3) Address \_\_\_\_\_

- 2) Signature\_\_\_\_\_
- 3) Name\_\_\_\_\_
- 4) Address\_\_\_\_\_

**SCHEDULE 'A' ABOVE REFERRED TO :**

In the District of Paschim Bardhaman (previously under Burdwan) , P.S. Durgapur, within Mouza-Bhiringi, J.L. No. 119 under the limits of Durgapur Municipal Corporation, all those Bastu class of land measuring an area of 21 (Twenty One) Satak Comprised in and being part of R.S. Plot No. 225 under L.R. Khatian No. 9053,9054,9055 corresponding to L.R. Plot No. 1922,1923 and measuring 05 (Five) satak comprised in and including building named & known as 'NABADIGANTA HOUSING COMPLEX' which will consists several self-contained residential flats/parking space, garage, etc. the property is butted and bounded by :-

- On the North : 12 Ft wide Road
- On the South : Plot of Dutta Shoba
- On the East : Plot of Tarakpal
- On the West : Plot of Sanjay Daga

**SCHEDULE 'B' ABOVE REFERRED TO:-**

Within the same District, P.S. , Mouza etc. all that one self-contained residential flat in Block 'B' of 'A' schedule Apartment being Flat No. 'D-3' on the fourth floor measuring super built-up area \_\_ (\_\_\_\_\_) sft.. consisting of three bed rooms, one dining-cum-drawing room, one Kitchen, two latrine-cum-bath room, two balcony with all fittings, fixtures, electrical line, and connection etc. along with one four wheeler parking space measuring \_\_\_\_\_) sft. in the common parking area on the ground floor of the multi-storied building with undivided proportionate share or interest in the land covered by the multi-storied building in Block.

**SCHEDULE 'C' -** That the second party shall pay the said consideration price to the first party in the following manners:-

- (a) Booking Amount Rs. 200000.
- (b) On allotment / agreement (less Broking amount) 15% of total Consideration.
- (c) Ground floor roof casting 15% of the total consideration.
- (d) On Completion Firsts floor roof casting 15% of the total consideration.
- (e) On Completion Second floor roof casting 15% of the total consideration.
- (f) On Completion Third floor roof casting 15% of the total consideration.
- (g) On Completion of plaster, elevation and fixing of door, window 15% of the total consideration.
- (h) On Possession / registration- balance amount.



#### **SCHEDULE 'D' - SCHEDULE 'D' ABOVE REFERRED TO:-**

- a. "Specification & Facilities"
- b. STRUCTURE: -Earthquake Resistant Reinforced concrete framed structure with Columns, Beam's and slab have been provided. Bricks Masonry walls of thickness 10", 8" & 5" to be provided with cement Mortar Ratio 1:6 & 1:4 respectively.
  - (i) WALL FINISHING: -Finishing of all internal walls and ceiling with Plaster of Paris with Decorative cement paints to all exterior walls of building.
  - (j) PAINTS : -All wooden and M.S. Grills, Gates shall have one coat of primer with two coats of synthetic enamel paint.
  - (k) FLOORING: -All Bed room, Drawing, Dining, Balcony, and Kitchen will be laid Vitrified Floor Tiles and Toilet will be laid with Anti skit floor tiles or white cut piece marble.
  - (l) WINDOWS : -Aluminum sliding and M.S Grills
  - (m) DOORS : - All inside doors (Bedrooms, Balcony) will be best quality wood frames fitted flush door with all fitting. Toilets and kitchen with PVC door frames with P.V.C doors will be provided.
  - (n) KITCHEN: -Kitchen will have Anti Skit Floor Tiles and working table with polished Green colored marble. Wall will be provided with glazed tiles up to a height of 2.5 feet on the working table side only. Kitchen will also have a stainless steel sink with two C.P. taps one above & one below sink.
  - (o) TOILET : -Floor with Anti Skit Tiles, Wall will be provided with glazed tiles up to a height of 6 feet. Both toilets will have European Type commode. Two Wash Basin & Shower will be provided. Sanitary wares will be of white colored. One geyser point in common bathroom. All pipelines shall be PVC pipes of approved dia. and make.
  - (p) ELECTRICAL: -Electricity will be provided by West Bengal State Electricity Board. Individual flats/shop will be provided service line. Electric Meter as per existing rules of the West Bengal State Electricity board on their own responsibility and cost All Electric lines inside the flats will be concealed with copper wires as per specifications All bed rooms will be provided with two light points, one fan point and one 5 amp plug point, one 15 amp Plug point for one AC. Plug point on switch board in master bedroom. Drawing spaces will be provided with two light points, two fan points and one 5 amp power plug point for TV and one 15 amp plug point for refrigerator, in addition to one 5amp socket point in each switch board. Kitchen will be provided with one light point, one exhaust fan point and one 15 amp. Plug point for use of Mixture / Grinder. Balcony will be provided with one light point. Toilet will be provided with one light point and one exhaust fan point, and one geyser point in common bathrooms. All flats will have a calling bell point beside entrance door.

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

1. Corridors lobbies, stairs, stair ways entrance to and exit from the building.
2. Installation of common service like water, sewerages etc.
3. Lift and Lift room, pump & Motor, electric meter room.
4. Under ground water reservoir and the overhead water tank on the roof.
5. Boundary walls and main gate.
6. Drainage and sewerage.

(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.