

**AGREEMENT FOR SALE**

**THIS AGREEMENT FOR SALE** made this the            day of            , Two  
Thousand Fourteen (2020) **BETWEEN** (1) **UMA KARMAKAR (PAN : AJXPK8620L),**  
(**AADHAAR :**            ) wife of Kamal Chandra Karmakar, by faith Hindu, Indian, by  
occupation Housewife, residing at 2/11, Sree Colony, P.S. Netaji Nagar, P.O. Regent  
Estate, Kolkata - 700092 and (2) **KAMAL CHANDRA KARMAKAR (PAN :**

**AGAPK4391E), (AADHAAR :**           ), son of Late Jitendra Nath Karmakar, by faith Hindu, Indian, by occupation Business, residing at 2/11, Sree Colony, P.S. Netaji Nagar, P.O. Regent Estate, Kolkata - 700092 hereinafter jointly called the **“OWNERS”** (which term or expression shall, unless excluded by or repugnant to the context be deemed to mean and include their respective heirs, executors, administrators, representatives and assigns) represented by the **Constituted Attorney KARMAKAR ENTERPRISE**, a proprietorship Firm, having its office at 11/12, Bijoygarh, P.O. Jadavpur, Kolkata - 700032, represented by its proprietor **KAMAL CHANDRA KARMAKAR**, by faith Hindu, Indian, by occupation Business, residing at 2/11, Sree Colony, P.S. Netaji Nagar, P.O. Regent Estate, Kolkata - 700092

AND

**KARMAKAR ENTERPRISE**, a proprietorship firm having its office at 11/12, Bijoygarh, P.O. Jadavpur University, P.S. Jadavpur, Kolkata - 700032, represented by **KAMAL CHANDRA KARMAKAR (PAN : AGAPK4391E), (AADHAAR :**           ) son of Late Jitendra Nath Karmakar, by faith Hindu, Indian, by occupation Business, residing at 2/11, Sree Colony, P.S. Netaji Nagar, P.O. Regent Estate, Kolkata - 700092, hereinafter called the **“PROMOTER/DEVELOPER”** (which term or expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors, successors-in-office, executors, administrators and assigns) and both the **OWNERS** and the **PROMOTER/DEVELOPER** are hereinafter jointly referred to as the **“VENDORS/PARTIES”** of the **ONE PART**

AND

.....  
....., hereinafter called the **“ALLOTTEE”** (which term or expression shall, unless excluded by or repugnant to the context be deemed to mean and include his/her heirs, executors, administrators, legal representatives and assigns) of the **OTHER PART**;

## **INTERPRETATIONS/DEFINITIONS :**

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

a) **“Act”** 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).

b) **“Rules”** Means the West Bengal Housing Industry Regulation Rules 2018 made under the West Bengal Housing Industry Regulation Act 2017.

c) **“Regulation”** means the Regulations made under **the** West Bengal Housing Industry Regulation Act 2017.

d) **“Section”** means a section of the Act.

A. **WHEREAS** by an Indenture of Conveyance (Saff Bikroy Kobala) dated 10.05.2013, registered in the office of the Additional District Sub-Registrar, Sonarpur, South 24 Parganas and recorded in Book No.I, Volume No. , from pages to , Being No.05669 for the year 2013, one Sri Debasish Pailan and one Sri Subhasish Pailan both sons of Sri Bijay Pailan as vendors sold, conveyed and transferred unto the purchasers, Sri Kamal Chandra Karmakar, son of Late Jitendra Nath Karmakar and Smt. Uma Karmakar, wife of Sri Kamal Chandra Karmakar **ALL THAT** piece or parcel of bagan land of rayati dhakhali swatta measuring more or less 7 cottahs and 10 chittacks 30 sq. ft. togetherwith all easement rights for all type of user over and along 16' ft\*12' ft wide common passage in Mouza : Raipur, J.L. No.55, R.S. No. 109, Touzi No. 250, P.S. Sonarpur, being holding No. 35, Ramchand Dey Street within Ward No. 26 (24) of the Rajpur Sonarpur municipality out of which more or less 2 cottahs and 2 chittacks 42 sq. ft. of land is comprised in Dag No. 21 under R.S Khatian No. 52/5 and 5 Cottahs and 7 chittacks 33 sq. ft. of land is comprised in R.S Dag No. 24 yunder R.S Khatian No. 671 in the District of 24-Parganas (South), free from all encumbrances and liabilities whatsoever as shown in the plan attached with the Saff Bikroy Kobala and the vendors delivered possession of the said 7 cottahs 10 chittacks and 30 sq. ft. of bagan land unto the said purchasers.

**AND WHEREAS** the said purchasers thereafter mutated their names in the office of the

B.L. and L.R.O, Sonarpur in respect of the said bagan land and also converted the status of the bagan land to bastu land and finally mutated their names in the records of the Rajpur Sonarpur municipality.

**AND WHEREAS** the owners are the absolute and lawful owners in possession of **ALL THAT** piece or parcel of bagan land of rayati dhakhali swatta measuring more or less 7 cottahs 10 chittacks and 30 sq. ft. togetherwith all easement rights for all type of user over and along 16' ft X 12' ft wide common passage in Mouza : Raipur, J.L. No.55, R.S. No. 109, Touzi No. 250, P.S. Sonarpur, being holding No. 35, Ramchand Dey Street within Ward No. 26 (24) of the Rajpur Sonarpur municipality out of which more or less 2 cottahs and 2 chittacks 42 sq. ft. of land is comprised in Dag No. 21 under R.S Khatian No. 52/5 and 5 Cottahs and 7 chittacks 33 sq. ft. of land is comprised in R.S Dag No. 24 under R.S Khatian No. 671 in the District of 24-Parganas (South) vide Indenture of Conveyance (Saff Bikroy Kobala) dated 10.05.2013, registered in the office of the Additional District Sub-Registrar, Sonarpur, South 24 Parganas and recorded in Book No.I, Volume No. , from pages to , Being No.05669 for the year 2013.

**AND WHEREAS** the purchasers as owners entered into a registered development agreement with the Promoted/Developer on 20<sup>th</sup> August, 2018 for construction of a Ground plus Four storied residential building stipulating the owners' allocation/share and Promoter/Developer's allocation/share in the said building as described in the Second Schedule and Third Schedule of the said registered development agreement.

**AND WHEREAS** the owners jointly by a registered development power of attorney dated 20<sup>th</sup> August, 2018 appointed **KARMAKAR ENTERPRISE**, a proprietorship Firm, having its office at 11/12,Bijoygarh, P.O. Jadavpur, Kolkata - 700032, represented by its proprietor **KAMAL CHANDRA KARMAKAR**, by faith Hindu, Indian, by occupation Business, residing at 2/11, Sree Colony, P.S. Netaji Nagar, P.O. Regent Estate, Kolkata - 700092 for the purpose of constructing the residential Ground plus Four storied building with the right of the Promoter/Developer for alienation and/or transfer of Promoter/Developer allocation to the intending Purchasers/Allottees by entering into agreements for sale and finally by registering the deed of conveyances in favour of the allottees/purchasers.

B. The said land is earmarked for the purpose of building of Ground plus Four

storied residential project comprising of 12 apartments and the said project shall be known as ..... Project.

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 West Bengal Housing Industry Regulatory Authority has granted the commencement certificate to develop the Project vide its approval dated ..... Bearing registration no ;

E. The promoter has obtained the 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 registered the project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at \_\_\_\_\_ on \_\_\_\_\_ under registration no \_\_\_\_\_.

G. The Allottee had applied for an apartment in the Project vide application no..... Dated ..... And has been allotted apartment no \_\_\_\_\_ Having carpet area of ..... Square feet, on .... Floor along with covered parking no. .... admeasuring ..... square feet in the ground floor as permissible under the applicable law and of pro rata share in the common areas as defied under clause (m) of section 2 of the Act (hereinafter referred to as the "Apartment" more particularly described in Schedule-A and the floor plan or the apartment is annexed hereto and marked as Schedule-B);

H. The Parties have gone through all the terms & conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.

I. In terms of the registered development agreement dated 20.08.2018, it was agreed inter alia that :

(a) The PROMOTER/DEVELOPER shall have the exclusive right to construct erect and complete the construction of a ground + IV storied residential building at the said plot at

its own cost in accordance with the sanctioned building plan of the Rajpur Sonarpur Municipality.

(b) The constructed areas would be shared in terms of owners' allocation and PROMOTER/DEVELOPER's allocation as expressly stated therein.

(c) The PROMOTER/DEVELOPER shall be entitled to transfer or dispose of its allocation including undivided proportionate share of land in the premises attributable to Developer's allocation comprising of 2<sup>nd</sup> floor, 3<sup>rd</sup> floor and 4<sup>th</sup> floor of the building and 70% car parking space in the ground floor of the said building togetherwith proportionate share of common facilities on the strength of registered development power of attorney and delivery of possession of developer's allocation in the building and shall at all times have exclusive right to deal with and transfer the same or part thereof.

(d) The PROMOTER/DEVELOPER shall also be entitled to enter into any agreement for sale with intending purchaser in respect of flats and car parking spaces under the PROMOTER/DEVELOPER's allocation and to receive advances or earnest money or entire consideration whatsoever from such intending purchaser/allottee(s) or purchasers/allottee(s)'. The owners shall effectively execute and register conveyances in favour of the PROMOTER/DEVELOPER's nominated intending allottee(s) in respect of flats/apartment and/or car parking spaces in PROMOTER/DEVELOPER's allocation jointly with the PROMOTER/DEVELOPER on receipt of full consideration of the flat/apartment.

(e) The said Conveyance containing different covenants to be observed by the allottee(s) and the other co-owners shall be drafted and prepared by the PROMOTER/DEVELOPER's Advocate and all Stamp Duties, Registration charges and other expenses relating to the Registration of the said Deed of conveyance including the Advocate's fees and all miscellaneous expenses shall be paid and borne by the allottee and all such amounts shall be deposited by the allottee in the office of the PROMOTER/DEVELOPER at least 7 days before the date fixed for registration of the Deed of Conveyance. After obtaining the e-assessment slip from the office of the concerned registrar, the allottee shall make online payment of the stamp duties and registration fees in respect of the said e-assessment slip (Query No.) and in case of his inability, the allottee may make such payment with the help of the

PROMOTER/DEVELOPER's Advocate. The PROMOTER/DEVELOPER's Advocate shall act in the matter of drafting, preparation of the Deed of conveyance and registration of the Deed of conveyance in respect of the said apartment and car parking space.

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

K. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;

L. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment and the covered 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 & conditions as detailed in this Agreement, the Promoter hereby agrees to sell to the Allottee(s) and the Allottee(s) hereby agrees to purchase , the [Apartment / Plot] as specified in Para 'G'
- 1.2 The Total Price for the [Apartment/ Plot] based on the carpet area is Rs. (in words Rupees..... only)

Apartment no. ... Floor.....	Rate of Apartment per square feet*
Total Price (in Rupees)	-----

Covered parking-1	Price for 1 (in Rs.)
Covered parking-2	Price for 2(in Rs.)
Total price (inRupees)	-----

**Explanation:**

(i) The Total Price above includes the booking amount paid by the allottee to the Promoter towards the [Apartment / Plot.]

(ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of G.S.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) upto the date of the handing over the possession of the Apartment to the allottee and the Project to the association of allottees or the competent authority, as the case may be, after obtaining the completion certificate;

Provided that in case there is any change/ modification in the 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 to 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 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 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, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, in the common areas, which includes cost for providing all other facilities, amenities and specification to be provided within the Apartment/ Plot and the Project.

- 1.3 The Total Price is escalation free, save and except increases which the Allottee(s) 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(s) for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rules/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 scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the Allottee.

- 1.4 The allottee(s) shall make the payment as per the payment plan set out in Schedule C ("Payment Plan").
- 1.5 It is agreed that the Promoter shall not make any addition and alteration in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at Schedule 'D' and Schedule 'E' (which shall be in

conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the Apartment/ Plot/building, as the case may be, without the previous written consent of the Allottee(s) 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(s), or such minor changes or alterations as per the provisions of the Act.

1.6 *(Applicable in case of Apartment)* The Promoter shall confirm to the final carpet areas that has been allotted the Allottee after in construction of the building is complete and the occupancy certificate the 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 reduction in the carpet area than the Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, allotted to the Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in Schedule C. All these monetary adjustments shall be made at the same rate per square feet as agreed in Para 1.2 of this agreement.

1.7 Subject to the terms and conditions of Para 9.3, the Promoter agrees and acknowledges, the Allottee shall have the right to the Apartment/ Plot as mentioned below:

- (i) The Allottee(s) shall have exclusive ownership of the Apartment/ Plot;
- (ii) The Allottee(s) shall also have undivided proportionate share in the common areas. Since the share/ interest of Allottee(s) in the common areas is undivided and cannot be divided or separated, the Allottee(s) 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 when such association is formed, after duly obtaining the completion certificate from the competent authority as provided in the Act;
- (iii) That the computation of the price of the Apartment includes recovery of price of land, construction of, [not only the Apartment but also], the common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Apartment, lift,

water line and plumbing, finishing with paint, marbles, tiles, doors, windows, in the common areas, 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, as the case may be.

1.8 It is made clear by the Promoter and the Allottee agrees that the Apartment/ Plot along with covered parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of 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 Allottee(s) of the Project.

- 1.9 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 the Promoter 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 specified therein.

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

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

Subject to the terms of the agreement and the Promoter 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 favor of ----- payable at -- .

## **3. COMPLIANCE OF LAWS 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 Foreign Exchange Management Act, 1999 ('FEMA'), Reserve Bank of India Act, 1934 ('RBI' Act) and the Rules and Regulation made thereunder or any statutory amendments or modifications made thereof and all others 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 with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulation of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/ her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/ she may be liable for any action under Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

**3.2** The Promoter accepts no responsibility in regard to matters specified in Para 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regards. 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 Promoters 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 Allottee and such third party shall not have any right in the application/allotment of the said Apartment/ Plot apply for herein in any way and the Promoter shall be issuing the payment receipts in favor of the Allottee only.

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

The Allottee authorized 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 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 to the Allottee together with undivided proportionate share of common areas and the management of the common areas to the Association of allottees or the competent authority, as the case may be.

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

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Apartment and accepted the floor plan, payment plan and the specification, amenities 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 bye-laws, FAR, and provisions prescribed by the Rajpur Sonarpur Municipality Building Rules 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 this Agreement.

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

**7.1 Schedule for 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 allottees or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to handover possession of the [Apartment/ Plot] along with ready and complete common areas with all specifications, amenities and facilities of the Project in place on.....unless prevented by any reasonable causes beyond the control of the promoter or there is delay or failure due to war, flood, drought, cyclone earthquake or any other calamity caused by nature effecting the regular development of the real estate project ("*Force Majeure*"). If, however, the completion of Project is delayed due to the *Force Majeure* conditions 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 thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agreed that he/ she shall not have any rights, claims etc. against the Promoter and 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, to the Allottee(s) in terms of this Agreement to be taken within 2 (two) months from the date of issue of occupancy certificate on payment of the full consideration of the apartment as per payment plan . [The conveyance deed in favor of the Allottee shall be registered by the Promoter within three months from the date of issue of occupancy certificate subject to Allottee's taking possession of the apartment on payment of the full consideration]. The Promoter agrees and undertakes to indemnify the Allottee(s) in case of failure of fulfillment of any of the provisions, formalities, documentation on 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 to the promoter until Association of Allottees is not formed and to the Association of Allottees after its formation, as the case may be, after the issuance of completion certificate for the Project. The Promoter shall handover the copy of the occupancy certificate of the Apartment, to the Allottee at the time of registration of conveyance of the same.

**7.3 Failure of 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, undertakings and such other documentation as prescribed in this Agreement and the Promoter shall give possession of the Apartment to the Allottee(s) on payment of the full consideration of the apartment as per payment plan. 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, it shall be the responsibility of the Promoter to handover the necessary documents and copies of plan, including common areas to the Association of allottees after its formation.

**7.5 Cancellation by Allottee-** The Allottee(s) shall have the right to cancel/withdraw his allotment in 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 herein is entitled to forfeit the booking amount paid for the allotment being the 10% of the total consideration. The balance amount of money 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 being 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 Majeure 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; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the provisions 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, 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:

## **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;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Apartment and common areas;
- (vi) The Promoter 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 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 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 to the Allottee(s) and the undivided proportionate share of common areas to the allottee(s).  
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;
- (x) 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 along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee and the Association of allottees or the competent authority, as the case may be;
- (xi) No notice from the Government or any other local body or authority or any legislative enactment, government 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:

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 in favour of the Allottee(s) and refund the money paid to him by the Allottee(s) by deducting the 10% 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/ POLT :

The Promoter, on receipt of Total Price of the Apartment as per Para 1.2 under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Apartment together with undivided proportionate share of land of the premises appurtenant to the said Apartment/Flat and also 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:

However, in case the Allottee(s) fails to deposit the stamp duty, registration charges within the period mentioned in the demand notice, letter, in terms of conditions as stipulated in clause I (e), the Allottee(s) may authorize the

Promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges and other expenses to the Promoter is made by the Allottee(s) in terms of clause I(e).

**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.

As And from the date of one month after taking possession of the Apartment/Flat, the allottee shall be responsible to pay and bear and shall forthwith pay on demand to the PROMOTER/DEVELOPER, the proportionate share of service charges for the maintenance and management of the common areas and facilities in the building to be determined by the PROMOTER/DEVELOPER and shall pay such service charges month by month regularly until an Association of Flat/Apartment of Allottee(s) is formed and the management and maintenance of the common areas and facilities of the building including the said premises is not handed over to such Association by the PROMOTER/DEVELOPER.

**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 one year by the allottee from the date of granting of completion certificate by the Municipal Authority, it shall be duty of the promoter to direct the structural engineer under who's signature the sanctioned plan is granted, for submission of a report as to the correctness of allegation of defect in workmanship and quality in the matter of construction of the G+3 storied building and if the defect in workmanship and quality in the matter of construction is established from the report of the structural engineer, in such an event it shall be the duty of the promoter to rectify such defect without further charge within such time as will be determined by the structural engineer.

**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 Promoter/Association of allottees and/or maintenance agency to enter into the Apartment or any. Part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

#### **14. USAGE:**

Use of ground floor and service areas :- The ground floor and service areas, if any, as located within the premises, shall be earmarked for purposes such as parking spaces and services including but not limited to DG set rooms/space, underground water tanks, pump rooms, maintenance and service rooms, etc. and other permitted uses as per sanctioned plans. The Allottee(s) shall not be permitted to use the services areas and the ground floor in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for used by the Promoter so long the Association of allottees for rendering maintenance services is not formed and thereafter by the Association of the allottees.

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

15.1 Subject to Para 12 above, the Allottee(s) shall, after taking possession, be solely responsible to maintain the inside of the said Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the said building, 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, and keep the said Apartment, 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 grants 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 building therein or common areas. The Allottee also shall 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 not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the building. The Allottee shall also not remove any wall, including the outer and load wall of the Apartment.

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 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 premises or in the building after the building plan is sanctioned with all specifications, amenities and facilities, 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 / 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/ Building].

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

The Promoter has assured the Allottees that the construction in its entirety is in accordance with the provisions of the 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 (10% booking money ) 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 at Alipore 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), 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.

Provided however it is the option of the allottees to register the agreement for sale at his/her cost including stamp duties, registration fees, advocate's fees and other misc. expenses by his/her physical appearance before the concerned Sub-Register inspite of the promoter remaining agreeable and willing to register the same and for such non-registration of the agreement for sale does not entitled the promoter to cancel the agreement for sale of the said Apartment/Flat if the Allottee(s) execute and delivered to the Promoter this agreement for sale alongwith 10% booking money.

**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/ 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 and the Project shall equally be applicable to and enforceable against and by any subsequent Allottee of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

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

24.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as said out in this Agreement wave 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 bears to the total carpet area of all the Apartments 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 Kolkata after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution of the said Agreement which shall be registered at the office of the Sub-Registrar at Aliore, 24 Parganas (South), Kolkata – 27 at the option of the Allottee(s) at his/her costs. 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 ..... (Promoter's name)	Allottee(s) name
Address.....	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, or building, as the case may be, prior to the execution and registration of this agreement for sale for such apartment, 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 Arbitration and Conciliation Act 1996.

34. During the construction of the proposed building, the Allottee(s) shall not make any obstruction or hindrance in any manner whatsoever nor shall interfere in the affairs of construction, engagement of staff including mistries, supervisor, labour contractor etc. of the PROMOTER/DEVELOPER as well as raising any dispute regarding the quality of building materials used in such



- construction or raising any dispute regarding construction as per sanctioned plan.
35. In addition to the said consideration of the said flat/apartment (and car parking space) and the Service Tax, the Allottee(s) shall also pay to the PROMOTER/DEVELOPER, the cost and charges for providing any extra work or alternate work in or relating to the said Flat/Apartment at the written request of the Allottee(s) and for providing any extra facility or utility in the said flat/apartment in excess of those mentioned in the specification in schedule "D" and "E" and such cost and charges shall be paid by the Allottee(s) to the PROMOTER/DEVELOPER before delivery of possession of the said Flat/Apartment as per the bill to be sent by the PROMOTER/DEVELOPER to the Allottee(s) at Allottee(s)' address which will be confirmed before the extra work or the alternate work is commenced by the PROMOTER/DEVELOPER by sending an estimate of such work including the labour, material used, wastage and 20% supervision charge, overhead and service tax above all.
  36. The delivery of possession of the said Flat/Apartment (and car parking space) shall be completed by the PROMOTER/DEVELOPER after receiving the last instalment of the total consideration as mentioned in payment schedule and Service Tax as applicable by the PROMOTER/DEVELOPER TOGETHERWITH the cost and charges for providing extra work or facility if any, if requested by the Allottee(s) in writing and after receiving the last instalment of the total consideration, Service Tax and/or cost or charges for providing extra work if any, the Promoter/Developer shall deliver possession of the said Flat/Apartment and execute and register the Deed of Conveyance in respect of the said Flat/Apartment (and car parking space) in favour of the Allottee(s).
  37. After taking possession of the Flat/Apartment, the Allottee(s) shall be liable to pay and bear such municipal rates and taxes and other outgoings irrespective of the fact whether the said Flat/Apartment is separately assessed to such rates and taxes or all the flats/apartment in the building are jointly assessed. So long the said flat/apartment is not separately assessed, the Allottee(s) shall pay and bear such rates or municipal taxes proportionately with the other co-owners of the building and after such separate assessment of said Flat/apartment, the Allottee(s) shall pay such rates and taxes in respect of the said Flat/Apartment fully and for common areas proportionately with other co-owners.

38. In addition to the total consideration of the said Flat/Apartment (and car parking space) and the Service Tax, the Allottee(s) shall also pay to the PROMOTER/DEVELOPER all costs and charges and expenses for applying and getting separate electric meter in the name of the Allottee(s).
39. The Allottee(s) shall not during the subsistence of this agreement be entitled to transfer or assign the benefit of this agreement to a third party but the Allottee(s) shall be entitled to secure loan from any Bank or Financial Institution after obtaining written consent from the PROMOTER/DEVELOPER.
40. After an association is formed by all the Flat/Apartment Allottee(s) in the PROMOTER/DEVELOPER's allocation and the owners in respect of the GROUND PLUS THREE storied building within a reasonable time, the PROMOTER/DEVELOPER will hand over management of the common areas and facilities and fund to the said association.
41. The Allottee(s) shall have right to the respective side of the common partition wall demarcating the said Flat/Apartment of the Allottee(s) from another flat/apartment adjacent to Allottee(s)' flat/apartment and the Allottee(s) shall be entitled to repair and maintain the same but the Allottee(s) shall not be entitled to damage or cut or open any door or window on the same. The Allottee(s) shall not make any structural additions or alternations in the said flat/apartment and the Allottee(s) shall not demolish any wall or construction in the said Flat/Apartment.
42. The Promoter will be entitled to represent the owners by virtue of the registered power of attorney at the time of execution of this agreement for sale as well as at the time of execution and registration of the deed of conveyance of the apartment/flat for transfer of undivided proportionate share of land of the premises appurtenant to Promoter/Developer's allocation.
43. It is agreed that the Certificate of the Architect/Engineer of the PROMOTER/DEVELOPER in respect of the completion of the construction of the building including the said flat and also about carpet area of the said Flat,

location of parking space and about the construction and completion of the said Flat according to the sanctioned plan and Building Rules made thereunder, shall be final, conclusive and binding on the Allottee(s).

- 44. During the subsistence of this agreement, the PROMOTER/DEVELOPER shall be entitled to cause any conversion of its allocation other than the said flat/apartment i.e. conversion of residential area/parking area into commercial area or vice-versa and to effect such conversion, the PROMOTER/DEVELOPER shall be eligible to obtain required sanction for such modification of sanctioned plan already sanctioned by the Rajpur Municipality and the Allottee(s) shall not be entitled to cause any obstruction or raise any dispute to such functioning of the PROMOTER/DEVELOPER.
- 45. The name of the building shall be determined by the PROMOTER/DEVELOPER and no party in future shall be eligible or entitled to change the said name of the building.
- 46. Any or all of the above provisions from Para no. 1 to 45 are not in contrary to WBHIRA Rules and WBHIRA ACT.

**IN WITNESS WHEREOF** parties hereinabove 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  
photograph*

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

Name \_\_\_\_\_

Address \_\_\_\_\_

*Please affix  
photographs  
and sign  
across the  
photograph*

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

Promoter:

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

Name \_\_\_\_\_

Address \_\_\_\_\_

*Please affix  
photographs  
and sign  
across the  
photograph*

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

WITNESSES:

1. Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_

2. Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_

**SCHEDULE-'A' - DESCRIPTION OF THE APARTMENT 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**

- a) Rs. .... /- being 10% of the consideration as booking money on the execution of this agreement for sale.
- b) 15% of total consideration on casting of ground floor slab.
- c) 10% of total consideration on casting of 1<sup>st</sup> floor slab.
- d) 10% of total consideration on casting of 2<sup>nd</sup> floor slab.
- e) 10% of total consideration on casting of the 3<sup>rd</sup> floor slab.
- f) 10% of total consideration on completion of brick work of the said flat.
- g) 10% of total consideration on completion of inside plastering.
- h) 15% of the total consideration of completion of flooring.

- i) 10% of the total consideration of completion of outside plastering.
- j) The Allottee(s) shall also pay **Service Tax** as per prevailing rate on the total consideration to the promoter calculated on the percentage of total consideration for payment of each and every instalment in terms the GST Act and Rules thereunder.

The Allottee(s) has, simultaneously with the execution of this agreement, paid Rs..... (Rupees .....) only to the promoter being 10% of the total consideration as an advance and/or booking money out of the total consideration, the receipt whereof the promoter doth hereby admit and acknowledge as per memo of consideration written hereunder.

**SCHEDULE- 'D' - SPECIFICATIONS OF THE APARTMENT & THE BUILDING**

Drafted & printed in my office

**AMITABHA SOM**, Advocate,

M : 92314 23109.