

ANNEXURE-A

[See rule 9]

Agreement for Sale

This Agreement for Sale (**Agreement**) executed on this (Date) day of
(Month), 20.....,

By and Between

M/s CONCRETE INDIA a partnership firm, registered under the Indian Partnership Act, 1932, having its principle place of business at 306,P MAJUMDER ROAD,KOL-700078, (PAN AADFC2987R), represented by its authorized partner ASHIS DEBNATH (Aadhar No.776720184691) authorized vide hereinafter referred to as the "Concrete India", (which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include the partners and partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrator of the last surviving partner and his/her/their assigns).

AND

[If the allottee is a company]

..... (CIN No.....) a Company incorporated under the provisions of the Companies Act, (1956 or the Companies Act, 2013 as the case may be), having its registered office at (PAN), represented by its authorized signatory (Aadhar No.....), duly authorized vide Board Resolution dated, hereinafter, referred to as the "Allottee(s)", (which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its successor(s)-in-interest and permitted assigns).

OR

[If the allottee is a partnership firm]

M/s a partnership firm, registered under the Indian Partnership Act, 1932, having its principle place of business at(PAN-.....), represented by its authorized partner....., (Aadhar No.....) duly authorized vide hereinafter referred to as the "Allottee", (which expression shall, unless repugnant to the context or meaning thereof he deemed to mean and include the partners or partner for the time being

of the said firm, the survivor or survivors of them and their heirs, executors and administrator of the last surviving partner and his/her/their assigns).

OR

Mr./Mrs./Ms..... (Aadhar No.) son/daughter/wife of, Mr.....
.....aged about Years, residing at , (PAN
.....), hereinafter called the "Purchaser" (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 & permitted assignees).

OR

[If the allottee is HUF]

Mr. /Ms. (AadharNo.....)

Son/daughter/wife of..... Aged about..... Years for self and as the
Karta of Hindu Joint Mitakshara Family known as HUF, having its place of business/
residence at.....(PAN-.....), (hereinafter referred to as,
"Allottee(s)", (which expression shall, unless repugnant to the context or meaning
thereof be deemed to mean the members or member for the time being of the said
HUF, and their respective heirs, executors, administrators permitted assigns).

(Details of other allottees to be inserted, in case of more than one allottee)

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

INTERPRETATIONS/ DEFINITIONS:

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

- a) **"Act"** Means the West Bengal Housing Industry Regulation Act 2017, (West Ben.
Act XLI of 2017).
- b) **"Rules"** Means the West Bengal Housing Industry Regulation Rules 2018 made
under the West Bengal Housing Industry Regulation Act 2017.
- c) **"Regulation"** means the Regulations made under **the** West Bengal Housing Industry
Regulation Act 2017.
- d) **"Section"** means a section of the Act.

WHEREAS-

- A. The CONCRETE INDIA is the absolute and lawful Owner of Said land [Situated
in Mouza-kalikapur,J.L 20, Touzi No-3,4,5&12, appertaining to C,S.Khatian Nos

.51,81,24&4 corresponding to R.S Khatian Nos.306,292,296&301,comprising C.S Dag No.73 corresponding to part of R.S No.13,P.S.formerly kasba at present garfa,) totally 1893.53 square meters situated at 13/A/5/1,Kalikapur,kol-700099 in Word No-106 under S.R.O.Sealdah & District Souith 24-parganas vide sale deed(s) dated 10th day of june 2011 Registered as recorded therein Book No.I,C.D.Volume No.9,pages 3491 to 3509,being No.04542,for the year 2011 At the office of the District Sub-Registrar- iii

- B. The said land is earmarked for the purpose of building of a residential project, comprising One multistoried apartment buildings and the said project shall be known as “**PRONAMI**”
- C. The Concrete India is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Concrete India regarding the said land on which Project is to be constructed have been completed.
- D. The **KOLKATA MUNICIPAL CORPORATION** has granted the commencement certificate to develop the Project vide its approval dated 13.11.2017 Bearing Permit No. 2017120111.
- E. The Concrete India has obtained the final layout plan, sanctioned plan, specification and approvals for the project and also for the apartment, or building, as the case may be from **The KOLKATA MUNICIPAL CORPORATION** . The Concrete India 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 Concrete India has been registered the project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at _____ on _____ under registration no. _____ .
- G. The Purchaser had applied for an apartment in the Project vides application no. Dated And has been allotted apartment no. Having carpet area of Square feet, type, on ... Floor in no. At PROMANI along with covered parking no. admeasuring square feet in the [Please insert the location of the covered parking], as permissible under the applicable law and of pro rata share in the common areas (“Common

Area”) 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 PURCHASER have gone through all the terms & conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.
- I. [Please enter any additional disclosures/details];
- J. The PURCHASER 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 PURCHASER, 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 PURCHASER, the Concrete India hereby agrees to sell and the PURCHASER hereby agrees to purchase the Apartment and the covered parking 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 Concrete India hereby agrees to sell to the PURCHASER (s) and the Purchaser (s) hereby agrees to purchase , the Apartment as specified in Para 'G'

1.2 The Total Price for the [Apartment] based on the carpet area is Rs. (in words Rupees..... only) ("**Total Price**") (Give break-up and description):-

Block/Building/ Tower No..... Apartment no. ... Type..... Floor..... ADD -GST (as applicable)	Rate of Apartment per square feet*
Total Price (in Rupees)	-----

*In case of any variation therein, the consideration / Total Price amount shall also undergo change.

* Provide break-up of the amounts such as cost of apartment, proportionate cost of common areas, preferential location charges, cost of exclusive balcony or verandah areas, cost of exclusive open terrace areas, taxes, maintenance charges, as per Para II etc., if/ as applicable.

(AND) (if/as applicable)

covered parking-1	Price for 1 (in Rs.)
covered parking-2	Price for 2(in Rs.)
ADD -GST (as applicable)	
Total price (in Rupees)	-----

AND

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

Explanation:

- (i) The Total Price above includes the booking amount paid by the PURCHASER to the Concrete India towards the Apartment
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Concrete India 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 Concrete India, by whatever name called) upto the date of the handing over the possession of the Apartment to the Purchaser and the Project to the association of Purchaser 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 Purchaser (s) to the Concrete India 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 Purchaser ;

- (iii) The Concrete India shall periodically intimate to the Purchaser (s), the amount payable as stated in (i) above and the Purchaser (s) shall make payment demanded by the Concrete India within the time and in the manner specified therein. In addition, the Concrete India shall provide to the Purchaser (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 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, maintenance charges as per Para. II etc. and includes cost for providing all other facilities, amenities and specification to be provided within the Apartment and the Project.

1.3 The Total Price is escalation free, save and except increases which the Purchaser (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 Concrete India undertakes and agrees that while raising a demand on the Purchaser (s) for increase in development charges, cost/charges imposed by the competent authorities, the Concrete India shall enclose the said notification/ order/ rules/ regulations to that effect along with the demand letter being issued to the Purchaser (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 Purchaser.

- 1.4 The Purchaser (s) shall make the payment as per the payment plan set out in Schedule C ("Payment Plan").
- 1.5 The Concrete India may allow, in its sole discretion, a rebate for early payments of installments payable by the Purchaser (s) by discounting such early payments @ _____% per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Purchaser (s) by the Concrete India.
- 1.6 It is agreed that the Concrete India 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/building, as the case may be, without the previous written consent of the Purchaser (s) as per the provisions of the Act:

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

- 1.7 *(Applicable in case of Apartment)* The Concrete India shall confirm to the final carpet areas that has been allotted the Purchaser after in construction of the building is complete and the occupancy certificate the granted by the KMC , 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 Concrete India. If there is reduction in the carpet area than the Concrete India shall refund the excess money paid by Purchaser within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Purchaser. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the Apartment, allotted to the Purchaser, the Concrete India may demand that from the Purchaser as per the next milestone of the Payment Plan as provided in Schedule C. All these monetary adjustments shall be made at the same rate per square feet as agreed in Para 1.2 of this agreement.

1.8 Subject to Para 9.3 the Concrete India agreed and acknowledges, the Purchaser shall have the right to the Apartment as mentioned below:

- (i) The Purchaser (s) shall have exclusive ownership of the Apartment;
- (ii) The Purchaser (s) shall also have undivided proportionate share in the common areas. Since the share/ interest of Purchaser (s) in the common areas is undivided and cannot be divided or separated, the Purchaser (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 Concrete India shall handover the common areas to the association of Purchaser after duly obtaining the completion certificate from the KMC 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, fire detection in the common areas, maintenance charges as per Para 11 etc. and includes cost for providing all other facilities, amenities and specification to be provided within the Apartment and the Project;
- (iv) The Purchaser has the right to visit the Project site to assess the extent of development of the Project and his Apartment as the case may be.

- 1.9 It is made clear by the Concrete India and the Purchaser agrees that the Apartment 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 accept for the purpose of integration of infrastructure for the benefit of the Purchaser. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Purchaser (s) of the Project.
- 1.10 The Concrete India agrees to pay all outgoing/ dues before transferring the physical possession of the Apartment to the Purchaser (s) which it has collected from the Purchaser (s), for the payment of outgoing/dues (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 Concrete India fails to pay all or any of the outgoing/ dues collected by it from the Purchaser (s) or any liability, mortgage loan and interest thereon before transferring the Apartment to the Purchaser (s), the Concrete India agrees to be liable, even after the transfer of the property, to pay such outgoing/ dues and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.
- 1.11 The Purchaser has paid a some 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 Concrete India hereby acknowledges and the Purchaser 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 Concrete India within the time and manner specified therein.

Provided that if the Purchaser (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 Concrete India abiding by the construction milestones, the Purchaser shall make all payments, on written demand by the Concrete India, 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 Purchaser , 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 Concrete India with such permission, approval which would enable the Concrete India 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 Purchaser 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 Concrete India accepts no responsibility in regard to matters specified in Para 3.1 above. The Purchaser shall keep the Concrete India fully indemnified and harmless in this regards. Whenever there is any change in the residential status of the Purchaser subsequent to the signing of this Agreement, it shall be the sole responsibility of the Purchaser to intimate the same in writing to the Concrete India immediately and comply with necessary formalities if any, under the applicable laws. The Concrete India shall not be responsible towards any third party making payment/remittances on behalf of Purchaser 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 Concrete India shall be issuing the payment receipts in favor of the Purchaser only

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

The Purchaser authorized the Concrete India to adjust/ appropriate all payments made by him/ her under any head(s) of dues against lawful outstanding of the Purchaser against the Apartment, if any, in his/ her name and the Purchaser undertakes not to object/ demand/ direct the Concrete India to adjust his payments in any manner.

5. **TIME IS ESSENCE :**

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

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

The Purchaser 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 KMC, as represented by the Concrete India. The Concrete India 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 Concrete India undertakes to strictly abide by such plans approved by the KMC and shall also strictly abide by the bye-laws, FAR, and density norms and provisions prescribed by the(Please insert the relevant State Laws) 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 Concrete India shall constitute a material breach of this Agreement.

7. **POSSESSION OF THE APARTMENT :**

7.1 Schedule for possession of the said Apartment – The Concrete India agrees and understands that timely delivery of possession of the Apartment to the Purchaser

and the common areas to the Association of Purchaser or the competent authority, as the case may be, is the essence of the Agreement. The Concrete India assures to handover possession of the Apartment along with ready and complete common areas with all specifications, amenities and facilities of the Project in place on-----
----- unless there is delay or failure due to war, flood, drought, fire, cyclone earthquake or any other calamity caused by nature 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 Purchaser agrees that the Concrete India 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 Purchaser (s) agrees and confirms that, in the event it becomes impossible for the Concrete India to implement the project due to *Force Majeure* conditions, then this allotment shall stand terminated and the Concrete India shall refund to the Purchaser (s) the entire amount received by the Concrete India from the Allotment within 45 days from that date. The Concrete India shall intimate the Purchaser about such termination at least thirty days prior to such termination. After refund of the money paid by the Purchaser , the Purchaser agreed that he/ she shall not have any rights, claims etc. against the Concrete India and the Concrete India shall be released and discharged from all its obligations and liabilities under this Agreement.

- 7.2 **Procedure for taking possession-** The Concrete India, upon obtaining the occupancy certificate from the KMC shall offer in writing the possession of the Apartment, to the Purchaser (s) in terms of this Agreement to be taken within 2 (two) months from the date of issue of occupancy certificate. [Provided that, in the absence of local law, the conveyance deed in favor of the Purchaser shall be carried out by the Concrete India within three months from the date of issue of occupancy certificate]. The Concrete India agrees and undertakes to indemnify the Purchaser (s) in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Concrete India. The Purchaser(s), after taking possession, agree(s) to pay the maintenance charges as determined by the Concrete India/ Association of Purchaser, as the case may be, after the issuance of completion certificate for the Project. The Concrete India shall handover the occupancy certificate of the Apartment, as the case may be, to the Purchaser at the time of conveyance of the same.

7.3 Failure of Purchaser to take possession of Apartment- Upon receiving a written intimation from the Concrete India as per Para 7.2 above, the Purchaser (s) shall take possession of the Apartment from the Concrete India by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Concrete India shall give possession of the Apartment to the Purchaser (s). In case the Purchaser (s) fails to take possession within the time provided as per Para 7.2 above, such Purchaser shall continue to be liable to pay maintenance charges as specified under Para 7.2 above.

7.4 Possession by the Purchaser - After obtaining the occupancy certificate* and handing over physical possession of the Apartment to the Purchaser , it shall be the responsibility of the Concrete India to handover the necessary documents and plan, including common areas to the Association of Purchasers or the competent authority, as the case may be, as per the local laws:

[Provided that, in the absence of any local law, the Concrete India shall handover the necessary documents and plans, including common areas, to the Association of Purchasers vor the competent authority, as the case may be, within thirty days after obtaining the completion certificate].

7.5 Cancellation by Purchaser - The Purchaser (s) shall have the right to cancel/withdraw his allotment in the Project as provided in the Act: Provided that where the Purchaser (s) proposes to cancel/withdraw from the Project without any fault of the Concrete India, the Concrete India herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the Purchaser (s) shall be returned by the Concrete India to the Purchaser (s) within forty-five days of such cancellation.

7.6 Compensation – The Concrete India shall compensate the Purchaser in case of any loss, caused to him due to defective title of the land, on which the Project is being developed or has been developed, in the manner as provided under the Act and the claim 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 Concrete India 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 Concrete India shall be liable, on demand to the Purchaser , in case the Purchaser wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, with interest including compensation in the manner as provided under the Act within forty-five days of it becoming due:

Provided that where if the Purchaser does not intent to withdraw from the Project the Concrete India shall pay the Purchaser interest for every month of delay, till the handing over of the possession of the Apartment which shall be paid by the Concrete India to the Purchaser within forty-five days of it becoming due.

8. REPRESENTATIONS AND WARRANTIES OF THE CONCRETE INDIA :

The Concrete India hereby represents and warrants to the Purchaser (s) as follows:

- (i) The Concrete India 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 Concrete India 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;
- (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 Concrete India 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 Concrete India 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 Purchaser (s) created herein, may prejudicially be affected;
- (vii) The Concrete India 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 Purchaser (s) under this Agreement;
- (viii) The Concrete India confirms that the Concrete India is not restricted in any manner whatsoever from selling the said Apartment to the Purchaser (s) in the manner contemplated in this Agreement;

- (ix) At the time of execution of the conveyance deed the Concrete India shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Purchaser (s) and the common areas to the association of Purchaser s or the competent authority, as the case may be;
- (x) The Schedule Property is not the subject matters of any HUF and that no part thereof is owned by any minor and /or no minor has any right, title and claim over the Schedule Property;
- (xi) The Concrete India 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 Purchaser and the Association of Purchasers or the competent authority, as the case may be;
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Concrete India 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 Concrete India shall be considered under a condition of default, in the following events:-

- (i) The Concrete India fails to provide ready to move in possession of the [Apartment /Flat] to the Purchaser (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 Concrete India'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 Concrete India under the conditions listed above, Purchaser (s) is entitled to the following:-

- (i) Stop making further payments to the Concrete India as demanded by the Concrete India. If the Purchaser (s) stops making payments, the Concrete India shall correct the situation by completing the construction milestones and only thereafter the Purchaser (s) be required to make the next payment without any interest; or
- (ii) The Purchaser (s) shall have the option of terminating the Agreement in which case the Concrete India shall be liable to refund the entire money paid by the Purchaser (s) under any head whatsoever towards the purchase of the Apartment, along with interest within forty-five days of receiving the termination notice:

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

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

- (i) In case the Purchaser (s) fails to make payments for ----- consecutive demands made by the Concrete India as per the payment plan annexed hereto, despite having been issued notice in that regard, the Purchaser (s) shall be liable to pay interest to the Concrete India on the unpaid amount at the rate prescribed in the Rules.
- (ii) In case of default by Purchaser under the conditions listed above continues for a period beyond ----- consecutive months after notice from the Concrete India in this regard, the Concrete India may cancel the allotment of the Apartment in favour of the Purchaser (s) and refund the money paid to him by the Purchaser (s) by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated :

Provided that the Concrete India shall intimate the Purchaser about such termination at least thirty days prior to such termination.

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

The Concrete India, on receipt of Total Price of the Apartment as per Para 1.2 under the Agreement from the Purchaser shall execute a conveyance deed and convey the title of the Apartment together with proportionate indivisible share in common areas within three months from the date of issuance of the occupancy certificate and the completion certificate, as the case may be, to the Purchaser:

[Provided that, in absence of local law, the conveyance deed in favour of the Purchaser shall be carried out by the Concrete India within three months from the date of issue of occupancy certificate].

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

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

The Concrete India 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 Purchaser upon the issuance of the completion certificate of the Project. The cost of such maintenance has been included in the Total Price of the Apartment.

12. DEFECT LIABILITY :

It is agreed that in case any structural defect or provision of services or any other obligations of the Concrete India as per this Agreement relating to such development is brought to the notice of the Concrete India within a period of five years by the Purchaser from the date of handing over possession, it shall be the duty of the Concrete India to rectify such defects without further charge, within thirty days, and in the event of Concrete India's failure to rectify such defects within such time, the aggrieved Purchaser (s) shall be entitled to receive appropriate compensation in the manner as provided under the Act.

13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

The Concrete India/ maintenance agency/Association of Purchasers shall have rights of unrestricted access of all common areas, covered parking and parking spaces for

providing necessary maintenance services and the Purchaser (s) agrees to permit the Association of Purchasers and/or maintenance agency to enter into the Apartment or any. Part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

14. USAGE:

Use of service areas:- The service areas, if any, as located within the "Pronami", shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Purchaser (s) shall not be permitted to use the services areas and in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for used by the Association of Purchasers for rendering maintenance services.

15. COMPLIANCE WITH RESPECT TO THE APARTMENT :

15.1 Subject to Para 12 above, the Purchaser (s) shall, after taking possession, be solely responsible to maintain 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 Apartment, 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 Purchaser further undertakes, assures and grantees that he/ she would not put any sign-board/ name-plate, neon light, publicity material or advertisement material etc. on the façade of the building or anywhere on the exterior of the Project, building therein or common areas. The Purchaser also not change the color scheme of outer wall or painting of the exterior side of windows or carry out any change in the exterior elevation or design. Further the Purchaser shall store any hazardous or combustible goods in the Apartment or place any heavy

material in the common passages or staircase of the building. The Purchaser shall also not remove any wall, including the outer and load wall of the Apartment.

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

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

19. **APARTMENT OWNERSHIP ACT (OR THE RELEVANT STATE ACT):**
The Concrete India has assured the Purchasers that the project in its entirety is in accordance with the provisions of the *(Please insert the name of the apartment ownership Act)*. The Concrete India showing compliance of various laws/ regulations as applicable in

20. **BINDING EFFECT :**
Forwarding this Agreement to the Purchaser (s) by the Concrete India does not create a binding obligation on the part of the Concrete India or the Purchaser (s) until, firstly, the Purchaser (s) signs and delivers this Agreement with all the

Schedules along with the payments due as stipulated in this payment plan within thirty days from the date of receipt by the Purchaser (s) and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Concrete India. If the Purchaser (s) fails to execute and deliver to the Concrete India this Agreement within 30 (thirty) days from the date of its receipt by the Purchaser (s) and/or appear before the Sub-Registrar for its registration as and when intimated by the Concrete India, then the Concrete India shall serve a notice to the Purchaser (s) for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Purchaser (s), application of the Purchaser shall be treated as cancelled and all sums deposited by the Purchaser (s) in connection therewith including the booking amount shall be returned to the Purchaser (s) without any interest or compensation whatsoever.

21. ENTIRE AGREEMENT:

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof. and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Apartment, 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 PURCHASER/ SUBSEQUENT PURCHASER S:

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 Purchaser of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

24. WAIVER NOT A LIMITATION TO ENFORCE:

24.1 The Concrete India may, at its sole option and discretion, without prejudice to its rights as said out in this Agreement wave the breach by the Purchaser 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 Purchaser that exercise of discretion by the Concrete India in the case of one

Purchaser shall not be construed to be a precedent and /or binding on the Concrete India to exercise such discretion in the case of other Purchasers.

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 Purchaser (s) has to make any payment, in common with other Purchaser (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 M/S Concrete India and Purchaser 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 Concrete India through its authorized signatory at the Concrete India's Office, or at some other place, which may be mutually agreed between the Concrete India and the Purchaser, in ----- after the Agreement is duly executed by the Purchaser and the Concrete India or simultaneously with the execution 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 the notices to be served on the Purchaser and the Concrete India as contemplated by this Agreement shall be deemed to have been duly served if sent to the Purchaser or the Concrete India by registered post at their respective addresses specified below:-

M/s Concrete India	Purchaser (s) name
Address. 306,p majumder road,kol-700107	Address.....

It shall be the duty of the Purchaser and Concrete India 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 Concrete India or the Purchaser, as the case may be.

30. JOINT PURCHASER :

That in case there are Joint Purchasers all communications shall be sent by the Concrete India to the Purchaser whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Purchaser (s).

31. SAVINGS:

Any application letter, allotment letter, agreement, or any other document signed by the Purchaser, in respect of the apartment, as the case may be, prior to the execution and registration of this agreement for sale for such apartment, as the case may be, shall not be construed to limit the rights and interests of the Purchaser 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.

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:

Purchaser: (including joint buyers)

(1) Signature _____
Name _____
Address _____

*Please affix
photographs
and sign
across the
photograph*

(2) Signature _____
Name _____
Address _____

*Please affix
photographs
and sign
across the
photograph*

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Concrete India:

(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 COVERED PARKING (IF APPLICABLE)
ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS :**

ALL THAT piece and self contained residential flat to be completed all respect measuring.....Square feet of built up area having carpet area of.....square feet be the same a little more or less being Flat No.....on thefloorside facing.....consisting ofbed rooms, one drawing-cum-dining room, one kitchen, one toilet, one W.C and exclusive right of one balcony along with exclusive right of one car parking space measuring..... Square feet on the ground floor on mutual sharing basis of the building together with undivided proportionate impartible share on interest in the land of the said premises attributable to the said flat and car parking space lying situated at and being known as municipal premises No.13/A/5/1,Kalikapur Road, Kolkata-700099,P.S. Garfa, now within the local limits of The Kolkata Municipal Corporation under Ward No.106,in the District of south 24- parganas along with proportionate right in common areas such as passages, stair cases stair case landings, septic tank, overhead water tank and semi-underground water reservoir, lift, lift machine room, roof of the building and all other common electrical wires and plumbing installation together with facilities, utilities and benefits provided in the said premises which is to be used as common between all the co-owners of the said building.

SCHEDULE-‘B’

FLOOR PLAN OF THE APARTMENT

SCHEDULE- 'C'

PAYMENT SCHEDULE

PARTICULARS	BOOKING	AGREEMENT	FOUNDATOIN	FLOOR CASTING					BRICK WORK	FLOORING	POSSESSION
				1ST	2ND	3RD	4TH	ROOF CASTING			
TOTAAL CONCIDERATION VALUE	5%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%
EXTRA	LEGAL	-	50%	-	-	-	-	-			50%
	ELECTRIC METER	-	-	-	-	-	-	-			100%

* Agreement includes booking amount

SCHEDULE- 'D'

SEPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE APARTMENT.

(I) FOUNDATION & STRUCTURE:

The Said Building/s' designed and is being built on R.C.C. foundation with necessary brick work as per the drawings and specifications provided by the architect complying.

(II) EXTERNAL & INTERNAL WALLS:

The External Wall will be built with ACC Block and the internal walls will be built with a Common clay Bricks etc.

(III) DOORS: Main entrance- Wooden door frame with 35mm thick flush shutters having spirit polish teak veneer finished on both faces .Other doors which will have commercial faced inners painted with matching enamel paint. The shutters will be hung with standard Hinges. Entrance door shall have night latch and a magic eye. Bedroom and kitchen doors shall have mortise lock and doorstopper.

(IV) WINDOWS: Anodised standard section aluminium sliding windows with glass inserts.

(V) FLOORING:

- (a) The flooring of the Living & Dining, Bedrooms will be finished in vitrified tiles.
- (b) Ground Floor lift lobby will be laid with marble with matching skirting's.
- (c) ? Car parking and drive way will be laid by kota stone/tiles directed by architect.

(VI) TOILETS:

- (a) Designer ceramic tiles (johnson) the walls upto door height and Anti-Skid ceramic tiles (johnson) on the floor.
- (b) Porcelain sanitary wares of Hindustan/Parryware or equivalent brand.
- (c) Concealed piping system for Hot and cold water line.
- (d) Geysers point in Master toilet.
- (e) Sleek CP fittings of Jaguar or equivalent make.

(VII) KITCHEN:

- (a) Granite top cooking platform with one stainless steel sink and drain board.
- (b) Walls of kitchen will be covered with ceramic tiles upto a height of two feet above the counter.
- (c) Water Filter point

(VIII) PAINTING WORK:

Inside walls will be finished with plaster of paris punning and exterior surface of wall will be finished with acrylic exterior emulsun as per architectural drawings.

IX) ELECTRICAL WIRING & FITTINGS AND GENERATION POWER:

- (a) Total electrical wiring shall be concealed.
- (b) Air-conditioning plug point in all the bedrooms and Living Room.
- (c) Geyser point in all toilets.
- (d) Stipulated light and plug point in dining/ drawing and bedrooms, as per architectural drawings
- (e) Electrical call bell at main entrance door.
- (f) Intercom point at the entrance of the Flat / Apartment/Unit.

- (g) Partial Power Backup of 300watt shall be provided to each flat.
- (f) Standby power provision shall be provided by Generator set to common area lighting, Lift, Pump etc.

SCHEDULE- 'E'

SEPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE PROJECT)

- (1) POWER BACK-UP.
- (2) C C T V (GROND, LOBBY OF STAIR CASE).
- (3) ELEVATOR OF ECE BRAND (4 PASSENGERS).
- (4) INTERCOM (GUARD ROOM TO FLAT) .
- (5) A C COMMUNITY HALL (AS PER SANCTION PLAN).
- (6) ANTI TERMITE TREATMENT BY PCI .

(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.

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

SIGNED SEALED AND DELIVERED by
the above named **ALLOTEE** at Kolkata in
the presence of:

SIGNED SEALED AND DELIVERED by
the above named **DEVELOPER** at Kolkata in
the presence of:

SIGNED SEALED AND DELIVERED by
the above named **OWNER** at Kolkata in
the presence of:

DATED THIS DAY OF 2019

BETWEEN

CONCRETE INDIA
... PROMOTER

MR.

MRS.

... ALLOTEE

AGREEMENT

(Designated Apartment No. _____ on the
side of the _____ Floor of the building
"PRONAMI")

