

AGREEMENT FOR SALE

This agreement for sale (Agreement) executed on this _____(date) day
of _____(month), 20____

By and between

AMCON, (PAN: **AAKFA5530F**) a Partnership Firm registered under the Indian Partnership Act, 1932, having its Principal place of Business at 4/27, Viveknagar, Post Office – Santoshpur, P.S. Garfa, Kolkata – 700 075, represented by its Partners namely (1) **SRI ANINDYA KUNDU** (PAN: **BRXPK8425J**) , son of Late Arabinda Kundu, by religion – Hindu, by occupation – Business, residing at 31/A, Garfa Main Road, Post Office – Santoshpur , P.S. Garfa, Kolkata – 700 075, and (2) **SRI MRITUNJAY DAS alias MRITYUNJAY DAS**, (PAN: **AWYPD8768L**), son of Sri Gouranga Das, by religion – Hindu, by occupation – Business, residing at 4/12, Vivek Nagar, Post Office – Santoshpur , P.S. Garfa, Kolkata – 700 075, hereinafter referred to as the “Promoter/Developer” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his /their assigns).

AND

Mr./Ms. _____ (Aadhaar no. _____), son/ daughter of, aged about _____ residing at _____, (pan- _____), hereinafter called the “Allottee” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns).

The Promoter/Developer and Allottee shall hereinafter collectively be referred to as the “parties” and individually as a “party”.

DEFINITIONS:

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

- a) **“Act”** means the West Bengal Housing Industry Regulation Act, 2017 (West Ben. Act XLI of 2017);
- b) **“Rules”** means the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017;
- c) **“Regulation”** means the regulations made under the west Bengal housing industry regulation act, 2017;

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

Whereas:

A SRI. TAPASH BISWAS, **PAN. BIZPB0671A**, son of Late Jitendra Nath Biswas, by faith - Hindu, by occupation – Pensioner, by Nationality – Indian, residing at 6/6, Vivek Nagar, Post Office – Santoshpur, Police Station – Kasba now Garfa, Kolkata – 700075, (**“OWNER”**) is the absolute and lawful owner as inherited of **ALL THAT** piece and parcel of Bastu land measuring about 06 Kottha 02 Chittaks be the same a little more or less homestead land, lying and situated at Mouza – Garfa , J.L. No.19, under Police Station- Kasba now Garfa, Post Office – Santoshpur, within the jurisdiction of the District South 24-Parganas, being the **KMC Premises No: 30, Vivek Nagar Block-VI, Assessee Number: 311044400307, Ward No.104, having its postal Address: 6/6, Viveknagar, Kolkata-700075**, hereinafter referred to as the **“Said Land”** vide Gift Deed dated 06/04/1989 registered as documents no. 2034 at the Office of the Addl. Dist. Registrar at Alipore, South 24-Parganas and vide Gift Deed dated 17/02/2003 registered as documents no. 40 at the Office of the Addl. Dist. Registrar at Alipore, South 24-Parganas respectively. The Owner and the Promoter have entered into an Agreement for Development dated 09/03/2018 which was registered before the office of the D.S.R. V, Alipore, South 24 Parganas and recorded in its Book No. I, Volume No. 1630-2018, Pages from 16619 to 16673, Being No. 163000508 for the year 2018 with the Developer for construction of the said multi-storied building on the said land at the cost of the Developer herein under certain terms and conditions contained therein and also executed a Development Power of Attorney in favour of the above named Promoter/Developer dated 09/03/2018 which was registered before the office of the D.S.R. V, Alipore, South 24 Parganas and recorded in its Book No. I, Volume No. 1630-2018, Pages from 22150 to 22181, Being No. 163000654 for the year 2018.

B. The said land is earmarked for the purpose of building a residential project comprising of G+III storied buildings and the said project shall be known as **“AMCON BASUNDHARA”**.

C. The Promoter/Developer is fully competent to enter into this agreement and all the legal formalities with respect to the right, title and interest of the Promoter/Developer regarding the said land on which project is to be constructed have been completed.

D. The Kolkata Municipal Corporation has granted the commencement certificate to develop the project vide approval dated..... bearing registration no.

E. The Promoter/Developer has obtained the final layout plan, sanction plan, specifications and approvals for the project and also for the apartment, plot or building, as the case may be from the Kolkata Municipal Corporation sanctioned **Building Permit No. 2019110148** dated **04/12/2019** for said land. The Promoter/Developer agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable;

F. The Promoter/Developer has registered the project under the provisions of the act with the West Bengal Housing Industry Regulatory Authority at _____ on _____ under registration no. _____

G. The Allottee had applied for an apartment in the project vide application no. _____ dated _____ and has been allotted apartment no. _____ having carpet area of _____ square feet, -- _____ type, on _____ floor in [tower/block/building] no. _____ ("**AMCON BASUNDHARA**") along with garage/covered parking no.

_____ admeasuring _____ square feet in the _____ (location of the parking), as permissible under the applicable law and of pro rata share in the common areas ("**Common Areas**") as defined under clause (m) of section 2 of the Act (hereinafter referred to as the "**Apartment**" more particularly described in **Schedule A** and the floor plan or the apartment is annexed hereto and marked as **Schedule B**);

H. The parties have gone through all the terms and conditions set out in this agreement and understood the mutual rights and obligations detailed herein:

I. The Promoter/Developer has not taken any loan from any bank or any financial institution in order to develop the said Land;

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

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

L In accordance with the terms and conditions set out in this agreement and as mutually agreed upon by and between the parties, the Promoter/Developer hereby agrees to sell and the allottee hereby agrees to purchase the Apartment and the garage/covered parking (if applicable) as specified in para G

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

1. TERMS:

Subject to the terms and conditions as detailed in this agreement, the Promoter/Developer agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Apartment as specified in para G.

The total price for the Apartment based on the carpet area is Rs. _____ (Rupees _____) only ("Total Price"):

Block/Building/Tower No. _____

Apartment no. _____

Type _____

Floor _____

Rate of apartment per square feet:

Total price (in rupees)

[AND] [if/as applicable]

Garage/covered parking-1 Price for 1

Garage/covered parking-2 Price for 2

Total price (in rupees)

Explanation:

(i) The total price above includes the booking amount paid by the Allottee to the Promoter/Developer towards the Apartment;

(ii) The total price above includes taxes (consisting of tax paid or payable by the Promoter/Developer by way of GST and CESS or any other similar taxes which may be levied, in connection with the construction of the project payable by the Promoter/Developer, by whatever name called) up to the date of handing over the possession of the apartment/plot to the allottee and the project to the association of allottees or the competent authority, as the case may be, after completion of the project and/or after obtaining the completion certificate;

Provided that in case there is any change/modification in the taxes, the subsequent amount payable by the Allottee to the Promoter/Developer shall be increased/reduced based on such change /modification;

Provided further that if there is any increase in the taxes after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the Allottee;

(iii) The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. In Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;

(iv) The Total Price of Apartment includes recovery of price of land, Construction of (not only the Apartment but also) the Common Areas, Internal development charges, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per para II etc. and includes cost for providing all other facilities, amenities and specification to be provided within the Apartment and the Project.

1.3. The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter/Developer undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter/Developer shall

encl ose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority as per the Act, the same shall not be charged from the Allottee.

1.4 The Allottee(s) shall make the payment as per the payment plan set out in **Schedule C ("Payment Plan")**.

1.5. The Promoter/Developer may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @.....% per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter/Developer.

1.6 It is agreed that the Promoter/Developer shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature fixtures, fittings and amenities describe herein at Schedule "D" and Schedule "E" (which shall be in conformity with the advertisement, prospectus etc. on the basis of which sale is effected) in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Allottees as per the provisions of the Act.

Provided that the Promoter/Developer may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act.

1.7. The Promoter/Developer shall confirm to the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter/Developer, If there is reduction in the carpet area then the Promoter/Developer shall refund the excess money paid by the Allottee within forty-five days with annual interest at the rate prescribed

in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the apartment allotted to Allottee, the Promoter/Developer may demand that from the Allottee as per the next milestone of the Payment Plan as provided in Schedule C. All these monetary adjustments shall be made at the same rate per square feet as agreed in para 1.2 of this Agreement.

1.8 Subject to para 9.3 the Promoter/Developer agrees and acknowledges, the Allottee shall have the right to the Apartment as mentioned below:

- (i) The Allottee shall have exclusive ownership of the Apartment.
- (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share interest of Allottee in the Common Areas is undivided and cannot be divide or separated , the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter/Developer shall handover the common area to the association of Allottees after duly obtaining the completion certificate from the competent authority as provided in the Act;
- (iii) That the computation of the price of the Apartment includes recovery of price of land, construction of (not only the Apartment but also) the Common Areas, internal development charges, external development charges, taxes, cost of providing electrical wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and fire fighting in the common areas, maintenance charges as per para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project.
- (iv) The Allottee has the right to visit the project site to assess the extent of development of the project and his Apartment, as the case may be.

It is made clear by the Promoter and the Allottee agrees that the Apartment along with garage /covered parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and

amenities shall be available only for use and enjoyment of the Allottees of the Project.

The Promoter agrees to pay all outgoings before transferring the physical possession of the apartment to the Allottees which it has collected from the Allottees for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions which are related to the project). If the Promoter/Developer fails to pay all or any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottees, the Promoter/Developer agrees to be liable, even after the transfer of the property to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.

The Allottee has paid as sum of Rs _____ /- (Rupees.....only) as booking amount being part payment towards the Total Price of the Apartment at the time of application the receipt of which the Promoter/Developer hereby acknowledges and the Allottee hereby agree to pay the remaining price of the Apartment as prescribed in the Payment Plan [ScheduleC] as may be demanded by the Promoter/Developer within the time and in the manner specified therein: Provided that if the allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules.

2. **MODE OF PAYMENT:**

Subject to the terms of the Agreement and the Promoter/Developer abiding by the construction milestone, the Allottee shall make all payments, on written demand by the Promoter/Developer within the stipulated time as mentioned in the Payment Plan [through A/c Payee cheque/dem and draft/bankers cheque or online payment (as applicable) in favour of..... Payable at

3. **COMPLIANCE OF LAWS RELATING TO REMITANCES:**

The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made there under or any statutory amendments/modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sole/transfer of immovable properties in India etc. and provide the Promoter/Developer with such permission, approvals which would enable the Promoter/Developer to fulfill its obligations

under

this, Agreement. Any refund, transfer of security, if provide in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act,1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

The Promoter/Developer accepts no responsibility in regard to matters specified in para 3.1 above. The Allottee shall keep the Promoter/Developer fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement. It shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter/Developer immediately and comply with necessary formalities if any under the applicable laws, The Promoter/Developer shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said apartment applied for herein in anyway and the Promoter/Developer shall be issuing the payment receipts in favour of the Allottee only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:

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

5. TIME IS ESSENCE:

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

6. CONSTRUCTION OF THE PROJECT/APARTMENT:

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Apartment and accepted the floor plan, payment plan and the specifications, amenities and facilities [annexed along with this Agreement which has been approved by the competent authority, as

represented by the Promoter/Developer. The Promoter/Developer shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities, subject to the terms in this Agreement, the Promoter/Developer undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the West Bengal Municipal Act, 1993 and shall not have an option to make any variation/alteration/modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter/Developer shall constitute a material breach of the Agreement.

7. POSSESSION OF THE APARTMENT/PLOT:

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/Developer assures to hand over possession of the Apartment alongwith ready and complete common areas with all specifications, amenities and facilities of the project in place on.....unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions, then the Allottee agrees that the Promoter/Developer 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 agrees and confirms that, in the event it becomes impossible for the Promoter/Developer to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter/Developer shall refund to the Allottee the entire amount received by the Promoter/Developer from the allotment within 45 days from that date. The Promoter/Developer shall intimate the Allottee about such termination at least thirty days prior to such termination. After refund of money paid by the Allottee, the Allottee agrees that the/she have any rights, claims etc. against the Promoter/Developer and that the Promoter/Developer shall be released and discharged from all its obligations and liabilities under this Agreement.

Procedure for taking possession-The Promoter/Developer, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the Apartment to the Allottee, in terms of

this Agreement to be taken within two months from the date of issue of occupancy certificate. [Provided that, in the absence of local law, the Conveyance Deed in favour of the allottee shall be carried out by the Promoter/Developer within 3 months from the date of issue of occupancy certificate]. The Promoter/Developer agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, and documentation on part of the Promoter/Developer. The Allottee, after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/Developer /Association of allottees, as the case may be after the issuance of the completion certificate for the Project. The Promoter/Developer shall handover the occupancy certificate of the Apartment, as the case may be, to the allottee at the time of conveyance of the same.

Failure of Allottee to take Possession of Apartment-Upon receiving a written intimation from the Promoter/Developer as per para 7.2., the Allottee shall take possession of the Apartment from the Promoter/Developer by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoter/Developers shall give possession of the Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in para 7.2., such Allottee shall continue to be liable to pay maintenance charges as specified in para 7.2.

Possession by the Allottee- After obtaining the occupancy certificate and handing over physical possession of the Apartment to the Allottees, it

shall be the responsibility of the Promote to handover necessary documents and plans, including common areas to the Association of Allottee or the competent authority, as the case may be, as per the local laws;

[Provided that, in the absence of any local law the Promoter/Developer shall handover the necessary documents and plans, including common areas, to the association of Allottees or the competent authority, as the case may be within thirty days after completion of the Project and/or obtaining the completion certificate].

Cancellation by Allottee-The Allottee shall have the right to cancel/withdraw his/her allotment in the Project as provided in the Act:

Provided that where the Allottee proposes to cancel/withdraw from the project without any fault of the Promoter/Developer, the Promoter/Developer herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the allottee shall be returned by the Promoter/Developer to the allottee within 45 days of such cancellation.

Compensation-The Promoter/Developer shall compensate the Allottee

in case of any loss caused to him due to defective title of the land, on which the project is being developed or has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the Promoter/Developer fails to complete or unable to give possession of the Apartment

(i) in accordance with the terms of this Agreement, duly completed by the date specified in para 7.1; or

(ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act, or for any other reason, the Promoter/Developer shall be liable, on demand to the Allottees, in case the Allottee wishes to withdraw from the Project without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within forty-five days of it becoming due;

Provided that where if the Allottee does not intend to withdraw from the Project, the Promoter/Developer shall pay the Allottee, interest at the *rate* prescribed in the Rules for every month of delay, till the handing over of the possession of the Apartment which shall be paid by the Promoter/Developer to the Allottee within forty-five days of it becoming due.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

- (i) The Promoter/Developer has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Promoter/Developer has lawful rights and requisite approvals from the competent Authorities to carryout development of the Project;
- (iv) There are no encumbrances upon the said Land or the Project except the Said Mortgage described in Point No. I, hereinabove;
- (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/Developer has been and shall, at all times remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Apartment and comm on areas;

- (vi) The Promoter/Developer has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vii) The Promoter/Developer has not entered into any agreement for sale and/or development agreement or any other agreement/ arrangement with any person or party with respect to the said Land including the Project and the said Apartment which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The Promoter/Developer confirms that the Promoter/Developer is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Promoter/Developer shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee and the common areas to the association of allottees or the competent authority, as the case maybe;
- (x) The Schedule Property not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;
- (xi) The Promoter/Developer has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/ or penalties and other outgoings, whatsoever, payable with respire to the said project to the competent authorities till the completion certificate has been issued and possession of apartment, plot or building, as the case may be, along with common areas (equipped with all the specifications. Amenities and facilities) has been handed over to the Allottee and the association of Allottees or 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 ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter/Developer in respect of the said Land and/or the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

Subject to the Force Majeure clause, the Promoter/Developer shall be considered under a condition of Default, in the following events:

(i) Promoter/Developer fails to provide ready to move in possession of the Apartment to the Allottee within the time period

specified in para 7.1 or fails to complete the project within the stipulated time disclosed at the time of registration of the project with the Authority. For the purpose of this para 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority;

(ii) Discontinuance of the Promoter/Developer's business as a developer on account of suspension or revocation of his registration under the permissions of the Act or the rules or regulations made thereunder.

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

- (i) Stop making further payments to Promoter/Developer as demanded by the Promoter/Developer. If the Allottee stops making payments the Promoter/Developer shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest; or
- (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter/Developer shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the apartment, along with interest at the rate prescribed in the Rules within forty-five days of receiving the termination notice; Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the Promoter/Developer, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Apartment, which shall be paid by the Promoter/Developer to the allottee within forty-five days of it becoming due.

The Allottee shall be considered under a condition of Default, on the occurrence of the following events:

- (i) In case the Allottee fails to make payments for consecutive demands made by the Promoter/Developer as per the Payment Plan annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest to the Promoter/Developer on the unpaid amount at the rate prescribed in the Rules;
- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond consecutive months after

notice from the Promoter/Developer in this regard, the Promoter/Developer may cancel the allotment of the Apartment in favour of the Allottee and refund the money paid to him by the allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated;

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

10. CONVEYANCE OF THE SAID APARTMENT:

The Promoter/Developer, on receipt of Total Price of the Apartment as per para 1.2 under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Apartment together with proportionate indivisible share in the Common Areas within 3 months from the date of issuance of the occupancy certificate and the completion certificate, as the case may be, to the Allottee:

[Provided that, in the absence of local law, the conveyance deed in favour of the allottee shall be carried out by the Promoter/Developer within 3 months from the date of issue of occupancy certificate]. However, in case the Allottee fails to deposit the stamp duty and registration charges within the period mentioned in the notice, the Allottee authorizes the Promoter/Developer to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Promoter/Developer is made by the Allottee.

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

and The Promoter/Developer shall be responsible to provide maintain essential services in the Project till the taking over of the maintenance of the project by the association of Allottee upon the issuance of the completion certificate of the project. The cost of such maintenance has been included in the Total Price of the apartment.

12. DEFECT LIABILITY:

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter/Developer as per the agreement for sale relating to such development is brought to the notice of the Promoter/Developer within a period of 5 (Five) years by the Allottee from the date of handing over possession, it shall be the duty of the Promoter/Developer to rectify such defects without further charge., within 30 (thirty) days, and in the event of Promoter/Developer's failure to rectify such defects within such time, the aggrieved Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act.

13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS :

The Promoter/Developer / maintenance agency / association of allottees shall have rights of unrestricted access of all Common Areas, garages /covered parking and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of Allottees and/or maintenance agency to enter into the Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

14. USAGE:

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

15. COMPLIANCE WITH RESPECT TO THE APARTMENT:

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

The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board/name-plate, neon light, publicity material or advertisement material etc. on the face façade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees, shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design.

Further the Allottee shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall including the outer and load bearing wall of the Apartment.

The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter/Developer and thereafter the association of allottees and / or maintenance agency appointed by association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions and the allottee shall not raise any objection and create any obstruction whatsoever if the Promoter/Developer in future purchases the land adjacent to the said Property and amalgamate the same for construction of another phase or block and for such construction the common entrance road is to be used for free access to the New Phase/Block.

16. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:

The Parties are entering into this Agreement for the allotment of a Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the project.

17. ADDITIONAL CONSTRUCTIONS:

After the Promoter/Developer executes this Agreement, they shall not mortgage or create a charge on the Apartment and it is hereby agreed by and between the Parties herein, that if any such mortgage or charge or project finance loan is made or created for the entire Project or part of the Project in future for a short period then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge project finance loan shall not affect the right and interest of the Allottee who has taken or agreed to take such Apartment.

18. PROMOTER/DEVELOPER SHALL NOT MORTGAGE OR CREATE CHARGE:

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

charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Apartment.

19. **APARTMENT OWNERSHIP ACT:**

The Promoter/Developer has assured the Allottees that the project in its entirety is in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972.

20. **BINDING EFFECT:**

Forwarding this Agreement to the Allottee by the Promoter/Developer does not create a binding obligation on the part of the Promoter/Developer or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the Sub-Registrar Sonarpur, South-24 Parganas, as and when intimated by the Promoter/Developer, then the Promoter/Developer shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

21. **ENTIRE AGREEMENT:**

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment as the case may be.

22. **RIGHT TO AMEND:**

This Agreement may only be amended through written consent of the Parties.

23. **PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE / SUBSEQUENT ALLOTTEES:**

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Apartment and the Project shall equally be applicable to and enforceable against and by any subsequent Allottees of the Apartment, in case of a transfer, as the

said obligations go along with the Apartment for all intents and purposes.

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

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

24.2 Failure on the part of the Parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

25. **SEVERABILITY:**

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or the applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably in consistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made there under or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

26. **METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:**

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be the proportion which the carpet area of the Apartment bears to the total carpet area of all the apartments in the Projects.

27. **FURTHER ASSURANCES:**

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and action specifically provided for herein, as may be reasonable required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or

perfect any right to be created or transferred hereunder or pursuant to any such transaction.

28. PLACE OF EXECUTION:

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

29. NOTICES:

That all the notice to be served on the Allottee and the Promoter/Developer as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter/Developer by Registered Post at their respective address Specified below:

_____Name of Allottee
 _____(Allottee Address)

M/s. _____Promoter/Developer Name
 _____(Promoter/Developer Address)

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

30. JOINT ALLOTTEES:

That in case there are Joint Allottees all communications shall be sent the Promoter/Developer to the Allottee whose name appears first and at the address given by him /her which shall for all intents and purposes to consider as property served on all the Allottees.

31. SAVINGS:

Any application letter, allotment Letter, Agrrement, or any other document signed by the allottee in respect of the apartment, plot or building, as the case may be, prior to the execution and registration of this Agreement for Sale for such apartment, as the case may be, shall not be construed to limit the rights interests of the allottee under the Agreement for Sale or Sale or under the Act or the rules or the regulations made thereunder.

32. **GOVERENING LAW:**

That the rights and obligation of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act and the Rules and Regulations made there under including other applicable laws of India for the time being in force.

33. **DISPUTE RESOLUTION:**

All or any disputes arising out or touching upon or in relation to the terms and condition of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall settled amicably by mutual discussion failing which the same shall be settled under the Arbitration and Conciliation Act, 1996, including its statutory modifications and re-enactment that shall be referred to any two arbitrators each to be engaged or appointed by each party and their decision shall be binding upon both the parties herein.

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

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottees:

(1)
Signature.....
Name
Address.....

Please affix
Photographs
and Sign across
the photograph

(2)
Signature.....
Name

Please affix
Photographs
and Sign across
the photograph

Address.....

SIGNED AND DELIVERD BY THE WITHIN NAMED

Promoter/Developer:

Signature.....

Name

Address.....

Please affix
Photographs
and Sign across
the photograph

Aton..... in the presence of:

WITNESSES:

(1)

Signature.....

Name

Address.....

(2)

Signature.....

Name

Address.....

SCHEDULE 'A'

ALL THAT Flat No. "....." measuring about Sq. ft. being Covered area on the side of the Floor of the said G+III storied buildingm consisting of ... Bed rooms, Dining/Drawing room, Kitchen, Toilet, W.C. and Verandah together with Car Parking Space measuring more or less Sq. ft. on the Ground floor in Block -, in Plot -, of the Housing Complex named and styled as "AMCON BASUNDHARA" also together with proportionate undivided share of land and all common rights and common service and expenses and also fixtures and fittings, electrical installation mentioned in the Fourth Schedule hereunder written and the Flat & car parking space is being erected as per the Building sanction plan no. dated sanctioned by the the Kolkata Municipal Corporation, on the Said Property situated and lying at Mouza – Garfa , J.L. No.19, under Police Station- Kasba now Garfa, Post Office – Santoshpur, within the jurisdiction of the District South 24-Parganas, being the **KMC Premises No: 30, Vivek Nagar Block-VI,**

Assessee Number: 311044400307, Ward-104, having its postal Address: 6/6, Viveknagar, Kolkata-700075,.

SCHEDULE 'B' – FLOOR PLAN OF THE APARTMENT

SCHEDULE 'C'

PAYMENT PLAN

<u>PAYMENT DESCRIPTION</u>	
Booking & Agreement	20%
On 1st Floor Casting	15%
On 3rd Floor Casting	15%
Brick Work	15%
Plaster inside and outside	15%
Flooring and Plumbing	10%
Possession	10%

SCHEDULE 'D'

SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE APARTMENT)

STRUCTURE

The building shall have a RCC framed structure of isolated spread footings.

FOUNDATION BEEDING BRICKS WORKS

R.C.C. (1:2:3) on 3” thick B.F.S. all exterior brick work shall be 8” thick which brick of approved quality of C.M. (1:6) all partition shall be 3” thick with bricks of approved quality of C.M. (1:4).

BRICK WALL

All exterior brick work shall be 8” thick which brick of approved quality of C.M (1:6). All partition shall be 3” thick with bricks of approved quality of C.M. (1:4).

FLOOR BEEDING

R.C.C. (1:3:6) floor bedding 4” thick (average) over 4” thick (average) over 3” soling in ground floor.

FLOOR FINISHING

Marble/Vitrified Tiles in all floor with 6" height skirting to all room. Kitchen and Bath and W.C floor shall be of ceramic tiles.

PLASTER

The outside of the building will have sand cement plaster (1:4) ¾" thick (avg.) whereas the inside and the ceiling plaster will be ½" thick (avg.) in C.S. (1:4).

DOOR & WINDOW

Main Entrance Door :

- Teak Finished Flush varnished both sides.
- Sal wood door frame.
- Tower bolt from inside.
- Electric bell points in front of gate of Flat and Ground Floor entrance
- Godrej night latch.
- Telescopic peep Hole.

Other doors

- a. 30mm thick water proof flush door primer both sides.
- b. Sal wood door frame.
- c. Aluminium tower bolt from inside.
- d. Brass tower bolt from inside for Bed rooms only.
- e. PVC doors and frames at Bath rooms.

WINDOWS

- a) Aluminum with guard bar as per approved designed of architect and painted both sides.
- b) All windows shall have glass 4mm thick.

PARIS & PAINTING:

The Building shall be painted externally with Snowcem and Weathercoat paint. The inside of the flat shall be POP on the plaster surface.

TOILET & KITCHEN:

1. TOILETS & W.C.

- a) One European type white commode and one white plastic cistern with seat cover of reputed brand.

- b) One shower and two taps of ISI standard in Bathroom only.
- c) Walls shall be covered up to 6ft. height in bath & W.C. with ceramic wall tiles.

2. **KITCHEN**

- a) One Stainless Steel sink.
- b) Two taps.
- c) One cooking platform of Marble with provision for bottom racks.

3. **DINING ROOM**

One white ISI standard wash basin with tap.

4. **STAIR CASE**

Stair case room will be provided with steel window and M.S. grill and Cabin for electric meter.

ROOF

The roof will be water proof IP treatment cover thick R.C.C. casting and 3' height parapet walls will be provided all around the roof slab.

ELECTRICAL INSTALLATIONS :

All electrical lines will be concealed with copper wire and of I.S.I Standard materials like Finolex, Havells brand.

a) **Each bed room**

3 light points, 1 fan point, 1 5 amp. Plug point. T.V. and Telephone point, and 1 Air-condition point shall be provided in one bed room only.

b) **Kitchen**

1 light point, 1 exhaust fan point, 1 no. 5 amp. & 1 No. 15 Amp. Plug point.

c) **Living Dining Room:**

3 light point, 1 fan point , 1 computer point, 1 no. 15 amp. Plug point for Fridge and 1 No. 5 amp. Plug point for T.V. and Telephone and 15 amp plug for washing machine distributed in Dining and Drawing areas.

d) **Toilet**

1 light point, 1 exhaust fan point and 1 light point.

Geyser point shall be provided in one bathroom only.

e) **Common Area**

Light point using Tubes and Balkets shall be provided in common areas like side passages, roof and entrance

WATER SUPPLY :

RCC and Brick Overhead water reservoir will be provided on the top of the last roof as per designand KMC regulations. Suitable capacity submersible electric pump with motor will be installed at ground floor to deliver water from semi underground water reservoir to overhead reservoir.

COMPOUND

M.S. Grill Gate as per approved designed of Architect and painted both sides.

It is noted that if any extra work is done as per the desire of the Purchaser then for such extra work the Purchaser shall pay the necessary charges to the vendor/Attorney in advance and for this possession date may get extended and if any changes are possible to get done then developer will not be responsible for it.

SCHEDULE 'E'

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

1. The right in common with the other Purchaser for the use of common parts for egress and ingress and right in undivided proportionate share of land.
2. The right of passage in common with other Purchaser to get electricity, water connection gas connection from and to any other unit or common parts thereof pipes, drains lying or being under through or over the said unit as far as may be reasonable necessary beneficial use and occupation of the others part, of the building.
3. The right of protection for other parts of the building by all parts of the said unit as far as it is necessary to protect the same.
4. All essential and easement rights applicable to ownership flat as per apartment rule and possible in that area.
5. It will be obligatory on the part of the all flat owners, car parking owners and the Developer (if they retain any part of the proposed building) to pay repairs and maintenance charges in a proportionate ratio according to the areas they are enjoying, failing which the Residents' Committee may take any penal measure as they deem fit by joint consent.
6. All the flat owners, car parking owners and the Developer (if they retain any part of the proposed building) shall enjoy the common area as mentioned below jointly with the Owners without any right of ownership.
 - a) Stair-case and Lift of the building.
 - b) Overhead water tank.
 - c) Underground reservoir.

- d) Electric motor and pump for lifting water from the under round reservoir to overhead tank.
- e) Pipe line for lifting water from the underground reservoir to overhead water tank.
- f) Septic tank.
- g) Light in the common area.
- h) Pump room (if any)
- i) Meter room (if any)
- j) Boundary walls
- k) Outer walls of the building.
- l) Space between the boundary walls and the outer walls of the building.
- m) Entrance gate.
- n) Passage leading from the entrance gate to the mouth of the stair-case on the ground floor.
- o) Darwans' room (if any)
- p) Roof of the Building.