

AGREEMENT FOR SALE

This Agreement for Sale ("Agreement") executed on this _____ day of _____, Two Thousand and Twenty Three (2023).

By and Between

KOLKATA EXTRUSION, (PAN: AAJFK4203E), a partnership firm, having its office at Room No. 267, 2nd Floor, 89, N.S. Road, Police Station- Burrabazar & Post Office- GPO, Kolkata – 700 001, represented by its one of Partner namely **Mr. Pawan Kumar Baid** (PAN: AEGPB8510G), (Aadhar No. 9313 1552 5449), (Mobile No. 9903111155), son of Kamal Singh Baid, by faith Hindu, by Occupation Business, by Nationality Indian, hereinafter referred to as the **'OWNER/PROMOTER'** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees) of the **ONE PART**.

AND

[If the Allottee is a company]

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

[OR]

[If the Allottee is a Partnership]

_____, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at _____, (PAN _____), represented by its authorized partner, _____, (Aadhar no. _____) authorized vide _____, hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners).

[OR]

PART I] THE KOLKATA GAZETTE, EXTRAORDINARY, JULY 27, 2021 39

[If the Allottee is an Individual]

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

[OR]

[If the Allottee is a HUF]

Mr. _____, (Aadhar no. _____) son of _____ aged about _____ for self and as the Karta of the Hindu Joint Mitakshara Family known as _____ HUF, having its place of business / residence at _____ (PAN _____), hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to include his heirs, representatives, executors, administrators, successors-in-interest and permitted assigns as well as the members of the said HUF, their heirs, executors, administrators, successors-in-interest and permitted assignees) of the **SECOND PART**.

The Owner/Promoter and Allottee shall hereinafter collectively be referred to as the "Parties" and individually as a "Party".

WHEREAS:

A. The "Owner/Promoter" is the absolute and lawful owner of **ALL THAT** piece and parcel of Bahutal Abason land measuring an area of Land measuring about **7 (Seven) Cottahs and 7 (Seven) Chittaks**, Together With 300 Sq. Ft. Structure situated in **Mouza Siriti**, J.L. No. 111, Touzi No. 3, R.S. / L.R Dag No. 429, R.S. Khatian No. 69, L.R. Khatian No. 1480, being Municipal Premises No. 62, Majlish Ara Road, Kolkata 700 041, Assessee No. 411210600624, under Ward No. 121 of The Kolkata Municipal Corporation, Borough No. 14, Police Station Behala, District-24 Parganas South, ("Said Land") on basis of registered deed of Conveyance dated 8th August, 2022. registered before the D.S.R -II, South 24 Paraganas and recorded in Book No. I, Volume No. 1602, Pages 383629 to 383663, Being No. 160210722 for the year 2022.

B. The Said Land is earmarked for the purpose of building a [*commercial/residential/any other purpose*] project, comprising G+... multistoried apartment buildings and the said project shall be known as "**KUTUMB**" ("Project").

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

D. The Building Plans of the Complex (including the Project Plan) to be developed on the said Land has been approved by Kolkata Municipal Corporation (KMC) as a composite plan for Mixed Use Development by their letters, dated (bearing Building Permit No. 222140179 dated 29.07.2022).

E. The "Owner/Promoter" has obtained the final layout plan approvals for the Project from KMC. The Promoter agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with section 14 of the Act and other laws as applicable.

F. The "Owner/Promoter" has registered the Project as a separate Project under the provisions of the Act with the West Bengal Real Estate (Regulation and Development) Authority at Kolkata 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, (corresponding covered area of Square Feet), Balcony Area Square Feet, on the floor, in building, along with nos. of Open/Covered Car Parking Space (measuring Square Feet, be the same a little more less) in the Ground Floor, as permissible under the applicable law **TOGETHER WITH** pro rata undivided, impartible and variable share in the common areas of the Project ("**COMMON AREAS**") as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the "**APARTMENT**" more particularly described in **Schedule-"A"** and the floor plan of the Apartment is annexed hereto and marked as **Schedule- "B"**).

The Allottee hereby agrees with the "Owner/Promoter" that the Common Areas and Common Facilities dedicated in the Project shall be used exclusively by the allottees in the Project.

The allottees of the apartments in the Project shall own in common with other allottees of the Project, the Common Areas of the Project together with all easements, rights and appurtenances belonging thereto (hereinafter collectively referred to as the "**PROJECT COMMON PORTIONS & FACILITIES**" and more particularly described in **Schedule- "F"** hereto);

The Limited Common Areas and Facilities in respect of the Project shall, interalia, include the

Covered /open car parking spaces designated for the Project;

The Allottee has been allotted for his exclusive use no. of Open/Covered Car parking spaces.

H. The Parties have gone through all the terms and conditions set out in this Agreement and have understood the mutual rights and obligations detailed herein and on or before execution of this Agreement, the Allottee has examined or has caused to be examined the following and the Allottee has fully satisfied himself/itself as to:

- (a) the floor plan, area and other dimensions and specifications of the Apartment;
- (b) the layout plan and sanctioned plan of the Project and the Building; and
- (c) the terms, conditions, covenants, stipulations, restrictions, reservations, and obligations, subject to which this Agreement is being executed; and the Allottee has further agreed, represented and undertaken not to raise any objection or demand and/or claim for compensation and/or damage in respect thereof in any manner or on any ground whatsoever or howsoever;

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

J. The Parties, relying on the confirmations, 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;

K. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the "Owner/Promoter" hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment and the parking as specified in paragraph H.

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:

1.1 Subject to the terms and conditions as detailed in this Agreement, the "Owner/Promoter" agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Apartment as specified in paragraph H;

1.2 The Total Price for the Apartment based on the Carpet Area is Rs.-/- (Rupees) only ("TOTAL PRICE"). The break- up of which is given in Annexure- "III" hereto:

Explanation:

- (i) The Total Price above includes the booking amount paid by the Allottee to the "Owner/Promoter" towards the Apartment;
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the "Owner/Promoter" by way of GST and Cess or any other similar taxes which may be levied, in connection with the construction /sale of the Project payable by the "Owner/Promoter") up to the date of handing over the possession of the Apartment to the Allottee and the common areas and the facilities of the Project to the Association of Allottees or the Competent Authority, as the case may be, after obtaining the Completion Certificate or Partial Completion Certificate, as the case may be;

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

Provided further that if there is any increase in the taxes after the expiry of the 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;

- (iii) The "Owner/Promoter" shall periodically demand from the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment as demanded by the "Owner/Promoter" within the time and in the manner specified in Schedule-"C".
- (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/POP, tiles, doors, windows and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project as per the Schedule-"D" and Schedule-"E" hereto.

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 "Owner/Promoter" undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the "Owner/Promoter" shall enclose the said notification /order /rule /regulation to that effect along with the demand letter being issued to 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 "Owner/Promoter" 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 "Owner/Promoter".

1.6 It is agreed that the "Owner/Promoter" shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein in respect of the apartment, building, as the case may be, without the previous written consent of the Allottee.

1.7 The "Owner/Promoter" shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy / completion 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 "Owner/Promoter". If there is any reduction in the carpet area within the defined limit then "Owner/Promoter" shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the "Owner/Promoter" shall demand that from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made

at the same rate per square feet as agreed in Clause 1.2 of this Agreement. And the Allottee shall pay the same without anbatmen.

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

- (i) The Allottee shall have exclusive ownership of the Apartment;
- (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share / interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the "Owner/Promoter" shall convey undivided proportionate title in the common areas to the association of allottees as provided in the Act;

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

1.10 The "Owner/Promoter" agrees to transferring the physical possession of the apartment to the Allottees free from any/all encumbrances.

1.11 The Allottee has paid a sum of Rs _____ , (Rupees _____ only) as booking amount being part payment towards the Total Price of the Apartment at the time of application the receipt of which the "Owner/Promoter" hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment as prescribed in the Payment Plan as may be demanded by the "Owner/Promoter" within the time and in the manner specified therein:

Provided that if the allottee delays in payment towards any amount for which is payable, he shall be liable to pay interest at the rate specified in the Rules.

2. MODE OF PAYMENT

Subject to the terms of the Agreement and the "Owner/Promoter" abiding by the construction milestones, the Allottee shall make all payments, on demand by the "Owner/Promoter", within the stipulated time as mentioned in the Payment Plan described in Schedule-"C" through A/c Payee cheque/demand draft or online payment (as applicable) in favour of "Owner/Promoter" payable at Owner/Promoter's Bank/Branch.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES

3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made there under or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the "Owner/Promoter" with such permission, approvals which would enable the "Owner/Promoter" to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

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

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS

The Allottee authorizes the "Owner/Promoter" to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the "Owner/Promoter" may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the "Owner/Promoter" to adjust his payments in any manner.

5. TIME IS ESSENCE

The "Owner/Promoter" shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the Apartment to the Allottee and the Common Areas to the Association of the allottees or the competent authority, as the case may be..

6. CONSTRUCTION OF THE PROJECT/ APARTMENT

The Allottee has seen the specifications of the Apartment and accepted the Payment Plan, floor plans, layout plans annexed along with this Agreement which has been approved by the competent authority, as represented by the "Owner/Promoter". The "Owner/Promoter" shall develop the Project in accordance with the said layout plans, floor plans and specifications. Subject to the terms in this Agreement, the "Owner/Promoter" 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 KMC and shall not have an option to make any variation/alteration/modification in the plans of Project, other than in the manner provided under the Act, and breach of this term by the "Owner/Promoter" shall constitute a material breach of the Agreement.

7. POSSESSION OF THE APARTMENT/PLOT

7.1 Schedule for possession of the said Apartment: The "Owner/Promoter" agrees and understands that timely delivery of possession of the Apartment is the essence of the Agreement. The "Owner/Promoter", based on the approved plans and specifications, assures to hand over possession of the Apartment on _____, unless there is delay or failure due to war, flood, drought, fire, cyclone, pandemic, 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 "Owner/Promoter" shall be entitled to the extension of time for delivery of possession of the Apartment, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the "Owner/Promoter" to implement the project due to Force Majeure conditions, then this allotment

shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the "Owner/Promoter" from the allotment within 45 days from that date. After refund of the money paid by the Allottee, Allottee agrees that he/ she shall not have any rights, claims etc. against the "Owner/Promoter" and that the "Owner/Promoter" shall be released and discharged from all its obligations and liabilities under this Agreement.

- 7.2 **Procedure for taking possession** – The Promoter, upon obtaining the Completion Certificate or Partial Completion Certificate, as the case may be, 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 2 (two) months from the date of issue of Completion Certificate or Partial Completion Certificate, as the case may be. The Conveyance Deed in favour of the Allottee shall be executed and registered by the "Owner/Promoter" in favour of the Allottee within 3 (three) months from the date of issue of the Completion Certificate or Partial Completion Certificate, as the case may be, and the "Owner/Promoter" and the Allottee shall render full co-operation with each other to carry out the execution and registration of the Conveyance Deed. The "Owner/Promoter" agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the "Owner/Promoter". The Allottee, after taking possession, agrees(s) to pay the maintenance charges as determined by the "Owner/Promoter" /Association of the Allottees, as the case may be, after the issuance of the Completion Certificate or Partial Completion Certificate, as the case may be, for the Project. The "Owner/Promoter" shall handover copy of Completion Certificate or Partial Completion Certificate, as the case may be, of the Apartment, to the Allottee at the time of execution and registration of the Conveyance Deed of the same.
- 7.3 **Failure of Allottee to take Possession of Apartment:** Upon receiving a written intimation from the "Owner/Promoter" as per clause 7.2, the Allottee shall take possession of the Apartment from the promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this agreement, and the "Owner/Promoter" shall give possession of the Apartment to the allottee. In case the Allottee fails to take possession within the time provided in clause 7.2, such Allottee shall continue to be liable to pay maintenance charges, holding charges and taxes as applicable.
- 7.4 **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 "Owner/Promoter" to hand over the necessary documents and plans, including common areas, to the association of the Allottees or the competent authority, as the case may be, as per the local laws.

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

Provided that where the Allottee proposes to cancel/withdraw from the project without any fault of the "Owner/Promoter", then subject to terms mentioned below, the Allottee shall serve a 90 (ninety) days' notice in writing on the "Owner/Promoter" and on expiry of the said period, the allotment shall stand cancelled and the "Owner/Promoter" herein is entitled to forfeit an amount equal to the sum total of the booking amount paid for the allotment, all interest liabilities of the Allottee accrued till the date of cancellation, the stipulated charges on account of dishonor of cheque(s) and all amounts collected as taxes, charges, levies, cess, assessments and all other impositions which may be levied by any appropriate authorities ("**Cancellation Charges**") and the applicable G.S.T. payable on such Cancellation Charges. The balance amount of money paid by the Allottee shall be returned by the "Owner/Promoter" to the Allottee within 45 (forty-five) days of such cancellation, after deduction of applicable taxes paid on such amount by the "Owner/Promoter".

Where the Allottee proposes to cancel/withdraw from the Project without any fault of the "Owner/Promoter" then in such event the Allottee shall be entitled to exercise such right of cancellation only if on the date when the Allottee so expresses his intent to terminate this Agreement, the Total Price then prevailing for transfer of an Apartment in the Project is not less than the Total Price payable by the Allottee under this Agreement, and the Allottee agree(s) and undertake(s) that the decision of the "Owner/Promoter" in this regard shall be final and binding on the Allottee.

It is clarified that all amounts collected as taxes, charges, levies, cess, assessments and impositions deposited with the appropriate authorities concerned shall not be returned by the "Owner/Promoter" and the Allottee shall be free to approach the authorities concerned for refund of such taxes, charges, levies, cess, assessments and impositions.

7.6 Compensation – The "Owner/Promoter" shall compensate the Allottee in case of any loss caused to him due to defective title of the Project Land, 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.

It is clarified that all amounts collected as taxes, charges, levies, cess, assessments and impositions deposited with the appropriate authorities concerned shall not be returned by the "Owner/Promoter" and the Allottee shall be free to approach the authorities concerned for refund of such taxes, charges, levies, cess, assessments and impositions.

8. REPRESENTATIONS AND WARRANTIES OF THE OWNER & THE "OWNER/PROMOTER"

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

- (i) The "Owner/Promoter" has absolute, clear and marketable title with respect to the Said Land and to carry out development upon the Said Land and absolute, actual physical and legal possession of the Said Land for developing the Project;
- (ii) The Owner/Promoter have 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, Further, encumbrances by way of mortgage or hypothecation in respect of the Said Land may be created in future for obtaining financial assistance for the development of the Project;
- (iv) There are no litigations pending before any Court of law 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 the Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Owner/ Promoter have been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, the Said Land, the Tower/ Building and the Apartment and the Common Areas;
- (vi) The "Owner/Promoter" has the right to enter into this Agreement and have 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 Owner/Promoter confirm that the Owner/Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;

(viii) At the time of execution of the Conveyance Deed, the "Owner/Promoter" shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee;

(ix) The Said Land is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Said Land;

(x) The Owner/Promoter has duly paid and shall continue to pay and discharge all government dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Project to the Competent Authority till the Completion Certificate or Partial Completion Certificate, as the case may be, has been issued and possession of Apartment along with Common Areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee and the Association of allottees or the Competent Authority, as the case may be. To enable the "Owner/Promoter" to pay the dues mentioned above, the Allottee hereby undertakes to discharge his legal obligation to pay such dues to the "Owner/Promoter" under section 19(6) of the Act.

(xi) 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 Owner/Promoter in respect of the Said Land and/or the Project.

(xiii) That the said Land is not Waqf property.

9. EVENTS OF DEFAULTS AND CONSEQUENCES

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

- (i) The "Owner/Promoter" 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 clause, 'ready to move in possession' shall mean that the Apartment shall

- be complete in all respects as mentioned in the sub clause IV of the Clause I.
- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of its registration under the provisions of the Act or the rules or regulations made thereunder.

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

- (i) Stop making further payments to the "Owner/Promoter" as demanded by the "Owner/Promoter". If the Allottee stops making payments, the "Owner/Promoter" 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 this Agreement in which case the "Owner/Promoter" shall be liable to refund the entire money paid by the Allottee under any heads whatsoever towards the purchase of the Apartment, along with interest at the rate prescribed in the Rules within 45 (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 "Owner/Promoter", 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 "Owner/Promoter" to the Allottee within 45 (forty-five days) of it becoming due.

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

- (i) In case the Allottee fails to make payments for two consecutive demands made by the "Owner/Promoter" 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 "Owner/Promoter" on the unpaid amount as the rate prescribed in the Rules;
- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond 2 (two) consecutive months after notice from the

"Owner/Promoter" in this regard, the "Owner/Promoter" 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 applicable statutory taxes, if any, this Agreement shall thereupon stand terminated. Provided that the "Owner/Promoter" shall intimate the Allottee about such termination at least 30 (thirty) days prior to such termination.

10. CONVEYANCE OF THE SAID APARTMENT

On receipt of the complete amount of the Price of the Apartment from the Allottee, the "Owner/Promoter" shall execute a conveyance deed and convey the title of the Apartment together with proportionate, indivisible and variable share in the Common Areas within 3 (three) months from the issuance of the Completion Certificate or Partial Completion Certificate, as the case may be. However, in case the Allottee fails to deposit the stamp duty and registration charges and all other incidental and legal expenses etc so demanded within the period mentioned in the notice, the Allottee authorizes the "Owner/Promoter" to withhold registration of the Conveyance Deed in his/her favour till payment the stamp duty and registration charges is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/penalties imposed by the competent authority(ies).

11. MAINTENANCE OF THE SAID BUILDING / APARTMENT / PROJECT

The "Owner/Promoter" shall be responsible to provide and maintain essential services of the Project till the taking over of the maintenance of the Project by the Association of the Allottees upon the issuance of the Completion Certificate or Partial Completion Certificate, as the case may be, of the Project.

The cost of such maintenance for a period of 1 (One) year from the Deemed Date of Possession ("**MAINTENANCE CHARGES**"), assuming that the Association(s) shall be formed and maintenance and management of the Common Areas & common facilities will be taken over by the allottees within a period of 1 (one years) from the date of the Completion Certificate or Partial Completion Certificate, as the case may be. In case the formation of the Association is delayed beyond the 1 (One) year period, the "Owner/Promoter" shall provide and maintain the essential services in the Project till the Association is formed and the Project is handed over to the Association and the Allottees shall pay to the "Owner/Promoter", the charges for such maintenance as fixed by the "Owner/Promoter".

11.1 **COMMON AREAS AND FACILITIES:**

- A. The Common Areas and common facilities of the Project shall be handed over to the Association upon formation of such association by the allottees of the Project (the ASSOCIATION").
- B. The Allottees of the Project shall join the Association of the Project as members.
- C. The Allottees are required to complete the formalities of becoming members of Association and also to comply with the Rules and Bye-laws of the Association.
- D. The "Owner/Promoter" shall at an appropriate time within a maximum period of 1 year from the Date of Completion Certificate or Partial Completion Certificate, as the case may be, shall notify the scheme of formation of the Association to the allottees in accordance with the West Bengal Apartment Ownership Act, 1972 so as to enable them to constitute/form such Association.
- E. The Allottee shall execute the necessary Declaration in Form-A, for submission of the Project to the provisions of the Apartment Ownership Act to enable the formation of the Association, either by himself, or through a Power of Attorney holder, when called upon to do so by Promoter, after receiving the Completion Certificate or Partial Completion Certificate, as the case may be.
- F. During the Interim Maintenance Period, (i.e. the period prior to formation of the Association of Allottes and handing over of maintenance of Common Areas and Facilities of the Project, the "Owner/Promoter" shall run, operate, manage and maintain the Common Areas & Facilities.
- G. The Rules/ Bye Laws to regulate the use and maintenance of the Common Areas and common facilities of the Project, including that of the RAC shall during the Interim Maintenance Period, be framed by the "Owner/Promoter". After the Common Areas and facilities of the Project are handed over to the Association, the Association may adopt the Rules and the Bye laws framed by the "Owner/Promoter", with or without amendments, as may be deemed necessary by the Association. These Rules & the Bye Laws will be framed with such restrictions as may be necessary for proper maintenance and shall always be framed subject to the following restrictions:

MAINTENANCE SECURITY DEPOSIT: The Allottee, on or before possession, shall deposit an amount equivalent to 2 year's maintenance charges (the "MAINTENANCE SECURITY DEPOSIT") which amount will be a part of the Total Price of the Apartment as mentioned in Annexure- "III" hereto. The "Owner/Promoter" reserves the right to utilize this deposit to adjust any recoverable dues from the Allottee. The deposit after adjustment/ recovery of dues will be transferred/ handed over by the "Owner/Promoter" (without interest) to the Association at the time of handing over the maintenance and management of the Project.

The annual subscription for 2 (two) year shall be payable to the "Owner/Promoter" or its nominee, at the time of possession and is mentioned in the Total Price. Surplus or deficit, if any, arising out of the operation of the maintenance of the Project for the period of these 2 (two) years shall be to the account of the "Owner/Promoter". In case however, the Association of the allottees/owners of the Project is formed within the period of 2 (two) years, then, and, in that event, the balance amount (proportionate to the period less than 24 months), if any, after reconciling the accounts would be handed over to the Association.

DOCUMENTATION CHARGES: The Allottee will be required to pay to the "Owner/Promoter", the charges for documentation sum of Rs. 25,000/- (Rupees Twenty Five Thousand) only on account of advocate fee.

DEFAULT IN PAYMENTS OF USAGE CHARGES OF COMMON FACILITIES DURING THE INTERIM MAINTENANCE PERIOD:

Failure to pay Maintenance Charges, Electricity Charges, DG usage Charges, within due dates may result in withdrawal/ restrictions/ disconnections/discontinuation of the respective common services to the Allottee and will make the Allottee liable to pay interest at 2% per month on the outstanding dues for the period of the delay, calculated from the due date till the date of actual payment to the Owner/Promoer.

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 "Owner/Promoter" as per the Agreement for sale relating to such development is brought to the notice of the "Owner/Promoter" within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the "Owner/Promoter" to rectify such defects without further charge, within 30 (thirty) days, and in the event of Owner/Promoter'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.

Provided that the "Owner/Promoter" shall not be liable to compensate if the defect is attributable to any acts or Omissions or commissions of the Allottee (or any person appointed by him or acting under him or under his instructions) or arising due to any normal wear and tear or due to reasons not solely attributable to the "Owner/Promoter".

Notwithstanding anything herein contained it is hereby expressly agreed and understood that in case the Allottee, without first notifying the "Owner/Promoter" and without giving the "Owner/Promoter" the reasonable opportunity to inspect, assess and determine the nature of purported defect in the Apartment, alters the state and Condition of the area of the purported defect, then the "Owner/Promoter" shall be relieved of its obligations Contained in clause 12 hereinabove.

13. RIGHT OF ALLOTTEE TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES

The Allottee hereby agrees to purchase the Apartment on the specific understanding that is/her right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the association of allottees (or the maintenance agency appointed by it) and performance by the Allottee of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of allottees from time to time.

14. RIGHT TO ENTER THE APARTMENT FOR REPAIRS

The "Owner/Promoter"/maintenance agency /association of allottees shall have rights of unrestricted access of all Common Areas, garages/closed parking's and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of allottees and/or maintenance agency to enter into the Apartment 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.

15. USAGE

Service Areas: The service areas, if any, as located within the project, shall be earmarked for purposes such as parking spaces and services including but not limited to electric, underground water tanks, and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas in any manner

whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of allottees formed by the Allottees for rendering maintenance services.

16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:
Subject to Clause 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 tenable 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.

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 / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas except the place provided by the Owner/Promoter or the purpose. 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 "Owner/Promoter" and thereafter the association of allottees and/or maintenance agency appointed by association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE
The Allottee is entering into this Agreement for the allotment of a Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular. That the Allottee hereby undertakes that he/she shall comply with and carry out, from time to time after he/she has taken over for occupation and use the said Apartment, all the requirements, requisitions, demands

and repairs which are required by any competent Authority in respect of the Apartment at his/ her own cost.

18. ADDITIONAL CONSTRUCTIONS

The Owner/Promoter undertakes that it has no right to make additions or to put up additional structures(s) anywhere in the Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority and disclosed, except as provided in the Act.

19. OWNER/PROMOTER SHALL NOT MORTGAGE OR CREATE CHARGE

After the Owner/Promoter executes this Agreement he 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.

20. BINDING EFFECT

Forwarding this Agreement to the Allottee by the Owner/Promoter do not create a binding obligation on the part of the Owner/Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules and annexures along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar or concerned A.R.A as and when intimated by the Owner/Promoter. If the Allottee fails to execute and deliver to the Owner/Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Owner/Promoter, then the Owner/Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount (except the taxes which has been collected and already been deposited with the authorities) 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 Project shall equally be applicable to and enforceable against 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 Owner/Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan [Schedule-"C"] including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and/or binding on the Promoter to exercise such discretion in the case of other Allottees.

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

25. SEVERABILITY

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

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

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

27. FURTHER ASSURANCES

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

28. PLACE OF EXECUTION

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

29. NOTICES

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

_____ Name of Allottee
_____ (Allottee Address)

M/s _____ Owner/Promoter name
_____ (Owner/Promoter Address)

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

30. JOINT ALLOTTEES

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

31. GOVERNING LAW

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force.

32. DISPUTE RESOLUTION

All or any disputes arising out or touching upon or in relation to the terms and 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 discussion, failing which the same shall be settled through the Adjudicating Officer appointed under the Act.

33. TAXES:

(i) All prices, rates, fees and charges etc. mentioned in this Agreement are exclusive of any applicable taxes, cess, duties, levies etc. (both present and future) imposed by any appropriate authority (ies) which shall be payable separately by the Allottee.

(ii) Under the Income-tax Act and/or the rules framed there under, in case the consideration/price/premium of any Apartment is more than Rs.50 lakhs, then, and in such event, the Allottee of such Apartment shall be required to deduct tax from the payment to be made to the Owner/Promoter at the applicable rates as prescribed in the Act and/or the rules and shall also be required to deposit the tax so deducted with such authority and in such manner as may be so prescribed and the Allottee will also be under obligation to give the Owner/Promoter the certificate for the amount of tax so deducted and deposited by the Allottee in such form and in such manner and containing such particulars as may be prescribed under the Income-tax Act and/or the rules framed there under.

34. ASSIGNMENT OF AGREEMENT TO SALE:

The allottee may assign this agreement any time before the registration of the Deed of Conveyance, subject to the following conditions;

i) The profile of the assignee is accepted by the Owner/Promoter;

- ii) A assignment fee equivalent to 3% (Three percent) of the Total Price together with applicable taxes if any payable, has been paid to the Owner/Promoter;
- iii) All amounts agreed to be payable by the allottee(s) intending to assign the agreement to sale has already been paid to the Owner/Promoter.

SCHEDULE 'A'

ALL THAT Apartment No. having Carpet Area of Square Feet (corresponding Covered area of Square Feet). Balcony Area Square Feet, on the floor, in building, along with nos. of Open/Covered Car Parking Space (measuring sq. ft. be the same a little more or less) in the Floor as permissible under the applicable law, together with pro rata undivided, indivisible and variable share in the Common Areas of the Project and butted and bounded as follows:

- East:
- West:
- North:
- South:

SCHEDULE 'B'
[FLOOR PLAN OF THE APARTMENT]

Apartment No. together with an exclusive balcony and which has been more fully and particularly described in Schedule "A" appearing hereinabove, are all delineated on the Floor Plan annexed hereto and marked as Annexure- "II" hereto and duly bordered in colour RED.

SCHEDULE 'C'
[PAYMENT PLAN]

Payment Plan Milestones Amount/ Percentage

Application money Part 1	2,00,000
money Final	(10% less Application Money
Part 1)	
Within 45 days of execution of Agreement to Sale	10%
On Completion of Foundation	10%

Completion of Ground Floor Slab	10%
Completion of 1st Floor Slab	10%
Completion of 2 nd Floor Slab	10%
Completion of 3 rd Floor Slab	10%
Completion of 4th Floor Slab	10%
On Completion of Brick work & Plaster	10%
On Completion of Flooring	5%
On or Before the Possession	5%
With Other Charges & Deposits	

SCHEDULE 'D'
[SPECIFICATIONS, AMENITIES, FACILITIES IN RESPECT OF APARTMENT]

- 1 Structure RCC shear wall framed structure;
- 2 Wall Brick Wall;
- 3 Door Flush door with solid/engineered wood frame and SS hinge;
- 4 Window Aluminium window;
- 5 Flooring Tiled flooring for living-dining room, master bedroom/other bedroom, toilet, kitchen and balcony.
- 6 Wall finish POP Putty finish in the living-dining room and master bedroom/other bedroom, the balcony, provision of dado on the toilet and kitchen walls.
- 7 External finishes Weather coat paint.
- 8 Electrical Concealed wiring and modular switches.

SCHEDULE 'E'
(SPECIFICATIONS, AMENITIES & FACILITIES IN RESPECT OF PROJECT)

- | Sl. No. | Description of facilities & Amenities |
|---------|---------------------------------------|
| 1. | Security system comprising of CCTV |
| 2. | Lights in common area |
| 3. | Internal Sewer line |
| 4. | Passenger elevator |

SCHEDULE 'F'
[PROJECT COMMON PORTIONS AND FACILITIES]

Sl. No.	Particulars
1	the entire land dedicated to the Project;
2	the staircases, lifts, staircase and lift lobbies, and common entrances and exits of Buildings;
3	the common terraces, open Parking Space(s) within the Project;
4	installations of central services such as electricity, water and sanitation;
5	the water tanks, sumps, motors, fans, compressors, ducts and all apparatus connected with installations for common use;

IN WITNESS WHEREOF parties herein above 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, month and year first above written.

**SIGNED AND DELIVERED BY THE WITHIN NAMED:
OWNER/PROMOTER:**

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

At _____ on _____ in the
presence of:

WITNESSES:

1. Signature _____
Name _____
Address _____

2. Signature _____
Name _____
Address _____

Drafted and prepared by:

ANNEXURE III

TOTAL PRICE		
Apartment No		
PART I (CONSIDERATION)	Amount (Rs)	Taxes (Rs)
Particulars		
Apartment Price		
Car Parking Space		
TOTAL		
PART II (OTHER CHARGES & DEPOSITS)		
Particulars	Amount (Rs)	Taxes (Rs)
Documentation Charges		
Electricity deposit as per actual to be quantified later on.		
Interim Maintenance Charge		
Maintenance Security Deposit		
Total		
Grand Total		
Note : All other charges as mentioned in Agreement for Sale on actual basis to be intimated in due course		