



अन्वितमकण पश्चिम बंगाल WEST BENGAL

87AB 166420

AGREEMENT FOR SALE

This **AGREEMENT FOR SALE** ("Agreement") is entered into on this day of 2023;

BY AND BETWEEN

(1) **PAWANPUTRA TRADECOM PRIVATE LIMITED** [PAN AAACP4076C], a company incorporated under the provisions of the Companies Act, 1956, having its registered office at Shrachi Tower, 686, Anandapur, Eastern Metropolitan Bypass,

R. B. Connector Junction, Post Office Madurdaha, Police Station Anandapur (formerly Tiljala), Kolkata-700107, South 24 Parganas, represented by its Authorised signatory _____, Son of _____, working for gains at Shrachi Tower, 686 Anandapur Main Road, Kolkata-700107 authorized vide board resolution dated _____; (2) **GAGAN TRADELINK PVT LTD**, a company incorporated under the provisions of the Companies Act, 1956, having its registered office at Shrachi Tower, 686, Anandapur, Eastern Metropolitan Bypass, R. B. Connector Junction, Post Office Madurdaha, Police Station Anandapur (formerly Tiljala), Kolkata-700107, South 24 Parganas, represented by its Authorised signatory _____, Son of _____, working for gains at Shrachi Tower, 686 Anandapur Main Road, Kolkata-700107 authorized vide board resolution dated _____; hereinafter referred to as the "**Owner**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-office/interest and permitted assigns), being the Party of the **FIRST PART**

AND

(3) **SHRACHI KEVENTER ABASAN PVT. LTD.** [**PAN ABCCS0517L**], a company incorporated under the provisions of the Companies Act, 1956, previously known as Shrachi Keventer Abasan LLP, having its registered office at Shrachi Tower, 686, Anandapur, Eastern Metropolitan Bypass, R. B. Connector Junction, Post Office Madurdaha, Police Station Anandapur (formerly Tiljala), Kolkata-700107, South 24 Parganas, represented by its _____, son of _____, residing at _____, authorized vide board resolution dated _____; hereinafter referred to as the "**Developer**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-office/interest and permitted assigns), being the Party of the **SECOND PART**

The Owner and Developer hereinafter collectively referred to as the "**Promoter**"

AND

[If the Allottee is a company]

[4] _____, (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 _____ 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]

[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).

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

hereinafter referred to as the "**Allottee**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs, executors,



administrators, successors-in-interest and permitted assigns), being Party of the **THIRD PART**.

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

Words used herein regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context requires.

DEFINITIONS: For the purpose of this Agreement for Sale, unless the context otherwise requires:

- (a) "**Act**" means the West Bengal Real Estate (Regulation and Development) Act, 2016.
- (b) "**Rules**" means the West Bengal Real Estate (Regulation and Development) Rules, 2021 or any other rules as may be applicable.
- (c) "**Regulations**" means the Regulations made under the West Bengal Real Estate (Regulation and Development) Act 2016 or any other regulations as may be applicable.
- (d) "**Section**" means a section of the Act.
- (e) "**Carpet Area**" of an apartment shall mean the net usable floor area of the apartment excluding the area covered by the external walls, areas under services shafts exclusive balcony or verandah area and exclusive open terrace area but shall include the area covered by the internal partition walls of the apartment.
- (f) "**Common Areas**" shall mean and include the common portions, amenities and facilities of the Said Complex being described in **Schedule E** below
- (g) "**Architect**" Architect shall mean Maniramka & Associates having its office at 74 B AJC Bose Road, Kolkata - 700016, represented by Mr. Sunil Kumar Maniramka, Architect under the provisions of Architect Act, 1972 or any other person or firm or Company as may be appointed by the Promoter from time to time.
- (h) "**Applicable Laws**" shall mean all applicable laws, by-laws, rules, regulations, orders, ordinances, notifications, protocols, codes, guidelines, policies, notices, directions, judgments, decrees or other requirements or official directive of any Governmental Authority or person acting under the authority of any Governmental Authority and/or of any statutory authority in India, whether in effect on the date of this Agreement or thereafter including RERA as may be applicable;
- (i) "**Maintenance Company**" shall mean the agency, body, company, association or condominium as may be appointed by the Promoter from time to time for the

maintenance of the.

- (i) "IFSD" shall mean interest free security deposit that the Allottees will be required to keep with the Promoter or the Maintenance Company;
- (k) "Management Agreement" shall mean the agreement that the Allottees may be required to execute with the Maintenance Company in the event the Promoter appoints one;

"Booking Amount" Shall have the meaning ascribed to it in clause 1.11.

WHEREAS:

A. Pawanputra Tradecom Private Limited (the Owner herein) along with one Gagan Tradelink Private Limited are the absolute owners in respect of a large chunk of land comprised in various R.S./L.R. Dag Nos. 496, 497, 494 & 498 at Mouza Chanda Kanthalberia, J.L. No. 8, Police Station Kolkata Leather Complex (formerly Bhangar), Sub-Registration District Bhangar, District South 24 Parganas, West Bengal, hereinafter referred to as "**Larger Property**".

B. By a Joint Development Agreement dated 11th January, 2019, registered in the Office of the Additional Registrar of Assurances-I, Kolkata, recorded in Book No. 1, Volume No. 1901-2019, at Pages 21965 to 22007, being Deed No. 190100258 for the year 2019, the Owner along with said Gagan Tradelink Private Limited have appointed Shrachhi Keventer Abasan Private Limited previously known as Shrachhi Keventer Abasan LLP (the Developer herein) to develop *inter alia* the Larger Property and accordingly have granted a Development Power of Attorney in favour of the Developer in this regard. Said Shrachhi Keventer Abasan LLP has been converted to Shrachhi Keventer Abasan Pvt. Ltd. and registered its converted name before the Registrar of Companies on 13th May, 2019.

C. The Promoter herein is undertaking the development of the Larger Property hereinafter referred to as the "**Newtown Villas**" and commercially exploiting the same in a phase-wise manner and therefore has earmarked **All That** piece and parcel of plots of land admeasuring an area of _____ (_____) decimal, be the same a little more or less, equivalent to _____ (_____) square meter, be the same a little more or less, for residential purpose ("**Phase 4 Land**" / **Said Land**) comprised in R.S./L.R Dag nos. 496(P), 497(P), 494(P) and 498(P), which is a demarcated portion of the **Larger Property** for the purpose of constructing _____ nos. of bungalows on

the **Said Land** morefully described in **Part-1 of Schedule-A**, capable of being held and enjoyed independently, on the agreed terms and conditions in the project, name and styled as "**Newtown Villas Phase 4**" (**Said Complex**) on the Said Land.

On being approached by the Promoter for sanction of plan for constructing the Said Complex, being, residential complex comprising of bungalows, apartments/flats, garages/closed parking spaces and commercial units/shops, the concerned **Competent Authority, Zila Parishad South 24 Parganas** has sanctioned the plan on the Said Land.

Newtown Villas Future Phases: The Promoter is also entitled to the development and commercial exploitation on the remaining land left out from the Larger Property at its discretion (**Further Phase Land**). The Promoter may also acquire contiguous lands (**Future Property**) in future and shall at its discretion be entitled to commercially exploit both **Further Phase Land** and **Future Property** to construct multistoried towers or Bungalows consisting of residential and commercial spaces and garages/closed parking spaces in future in single or multiple phases, capable of being held and enjoyed independently, on the agreed terms and conditions, in full or in part, as per the necessary sanction being granted by the concerned authority to be known as "**Newtown Villas Future Phases**" or any other name as the Promoter may deem fit and proper.

D. Competent to enter into this Agreement: The Promoter is competent to enter into this agreement and is entitled to develop the **Said Complex** on the **Said Land** and all legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land on which the Said Complex is to be constructed have been completed.

E. Approvals: With the intention of developing and commercially exploiting the "**Said Land**" by constructing **Newtown Villas Phase 4** thereon and selling/transferring various bungalows/apartments/spaces/units/shops and garages/closed parking spaces therein, the Promoter has obtained the layout plan, building plan bearing No. **860/990/KMDA** dated **04.04.2023 (Sanctioned Plan)**, specifications and approvals for the Said Complex (including the Said Bungalow, Garages/Closed Parking Spaces

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and Commercial units / shops) duly sanctioned by the Competent Authority i.e. **Zila Parishad, South 24 Parganas** for construction of the Said Complex, which shall include all further sanctions, vertical extensions, modifications, integrations, revalidations and revisions made thereto, if any, from time to time by Zila Parishad, South 24 Parganas and other concerned authorities. The Promoter agrees and undertakes that it shall not make changes to these approved plans in strict compliance with section 14 of the Act and other laws as applicable.

F. Commencement Date: The Zila Parishad South 24 Parganas has granted the commencement certificate to undertake and carry out development of the Said Complex, the commencement date being 17th August, 2023.

G. RERA Registration: The Promoter will register or has registered the Said Complex to be constructed on the Said Land as a 'Real Estate Project' with the Real Estate Regulatory Authority ("RERA Authority") at Kolkata under the provisions of the Act, Rules and Regulations and other circulars and rulings issued thereunder from time to time with Registration No. _____ for **Newtown Villas**

Phase 4. The **Completion Date** of the Said Complex shall be _____.

H. Bungalow: The Allottee has applied for a residential Plot together with a Bungalow in the Said Complex vide application no. _____ dated _____ and has been allotted in _____-KathaResidential Bungalow No. _____, having total carpet area of _____ (_____) **square feet**, more or less, lying and situate on land admeasuring _____ Square meters comprising in R.S./L.R. Dag No. _____ under L.R. Khatian No. _____, within the Project **Newtown Villas** **Phase-4**, more particularly described in **Part-2 of Schedule 'A'** below (**Said Bungalow**) with pro rata share in the common areas of the Said Complex and the layout of the Said Bungalow is delineated in **Red** colour on the **Plan** annexed hereto and marked as **Schedule B** and the Promoter has allotted the Said Bungalow in favour of the Allottee vide an Allotment Letter dated _____. This Bungalow is located on a plot of _____ sqm which is equivalent to _____ sq ft.

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

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J. Additional Disclosures/Details by the Promoter to the Allottee:

- (1) The Newtown Villas Phase-1, Phase-2, Phase-4 & Newtown Villas Future Phases, as the Promoter may from time to time decide, shall be connected by common entry/exit gates with common network of driveways and pathways and there shall also be certain electrical, telecom, data, digital, water, drainage and sewerage lines and junctions which may be common between the Phases of the Newtown Villas. The Allottee is made aware that the Promoter may be required to obtain new/revised/amended environmental clearance from time to time owing to new/revised requirements of applicable laws and the Allottee hereby gives his/her irrevocable consent to the Promoter to apply and obtain such new/revised/amended Environmental Clearance Certificate and other statutory approvals from time to time and that no separate and/or further consent will be required to be obtained by the Promoter from the Allottee in this regard.
- (2) The Promoter shall enable the formation of Association that may be formed under the West Bengal Apartment Ownership Act, 1972 by the allottees of the Bungalows/apartments in the Complex and the Allottee hereby agrees to become a member of such existing Association for the Complex as and when asked by the Promoter and the same without any demur or delay. However, in case the Association has not been formed then the Allottee shall sign, execute and register all documents required within the stipulated times for formation of the Association and for its running and administration. The Allottee shall be required to pay to the Promoter as and when demanded the proportionate costs of formation and operationalization of the Association without any demur and/or delay.
- (3) The Allottee is aware and accepts that the pictorial representation of the Bungalows, Complex, layouts and etc as per the pictures, images, layouts or videos uploaded on the internet or in the brochure or elsewhere are just an artistic impression as visualized by artist/creator. The Allottee hereby understands confirms and accepts the same and undertakes that the non-availability of any view of or from the Bungalow and/or Complex shall not be a ground for any cancellation of this agreement or any claim whatsoever or howsoever against the Promoter on such account.
- K** The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Said Complex; Further, on demand from the Allottee, the Promoter has given inspection to the Allottee of all the documents of title relating to the Said Land and the plans, designs and specifications prepared by the Architect and to such other documents as are specified under the Applicable Laws.
- L** 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.

M In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Land with Bungalow as specified in Para-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 Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase the Said Bungalow as specified in **Part-2 of Schedule A**.

1.2 Total Price (for the land with Bungalow based on the carpet area) amounts to **Rs.** _____/- (Rupees _____) only ("**Total Price**")

Land with Bungalow No.	Rate of Land with Bungalow per square metre
_____ Type	
Total Price (in rupees)	

Explanation:

- i) The Total Price above includes the booking amount paid by the Allottee to the Promoter towards the Land and Building:
- ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax, GST, CGST, if any as per the law, and Cess or any other similar taxes which may be levied, in connection with the

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construction of the Project payable by the Promoter by whatever name called) up to the date of handing over the possession of the Land with Bungalow to the Allottee and the Project to the association of allottees or the competent authority as the case may be, after obtaining the completion certificate;

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

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 addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;

iv) The Total Price of Land with Bungalow includes recovery of price of land, construction of [not only the Bungalow but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Land with Bungalow, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges, etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Land with Bungalow 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 undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on

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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 RERA Authority, which shall include the extension of registration, if any, granted to the said Project by the RERA 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' Part-4 ("Payment Plan").

1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @ the interest rate per annum offered by State Bank of India for its savings account 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.

1.6 It is agreed that the 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 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 Land with Bungalow, as the case may be, without the previous written consent of the Allottee as per the provisions of the Act.

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

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

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the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area of the Land with Bungalow, allotted to Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in Schedule - 'C' Part-4 or at the end stage as deemed fit by promoter. 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 agrees and acknowledges, the Allottee shall have the right to the Land with Bungalow as mentioned below:

i) The Allottee shall have exclusive ownership of the Land with Bungalow;

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. It is clarified that the Promoter shall hand over the common areas to the association of allottees after duly obtaining the completion certificate from the competent authority as provided in the Act;

iii) That the computation of the price of the Land with Bungalow includes recovery of price of land, construction of [not only the Land with Bungalow but also] the Common Areas, internal development charges, external development charges, cost of providing electric wiring, electrical connectivity to the Land with Bungalow, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas and included cost for providing all other facilities, amenities and specifications to be provided within the Land with Bungalow and the Project but does not include deposits payable to Govt and other agencies

iv) The Allottee has the right to visit the Project site to assess the extent of development of the Project and his Land with Bungalow, as the case may be.

1.9 It is made clear by the Promoter and the Allottee agrees that the Land with Bungalow shall be treated as a single indivisible unit for all purposes. It is agreed

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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 the facilities and amenities of the Said Complex shall be available only for use and enjoyment of the allottees of the Said Complex save anything expressly agreed herein.

1.10 The Promoter agrees to pay all outgoing before transferring the physical possession of the Land with Bungalow to the Allottees, which it has collected from the Allottees, for the payment of outgoing (including land cost, ground rent, municipal or other local taxes, charges for waiver or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). If the Promoter fails to pay all or any of the outgoing collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the Land with Bungalow to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoing 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 therefor by such authority or person.

1.11 The Allottee has paid a sum of Rs. _____ /- (Rupees only) as booking amount being part payment towards the Total Price of the Land with Bungalow at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Land with Bungalow as prescribed in the Payment Plan [Schedule - 'C' Part-4 hereunder] as may be demanded by the Promoter within the time and in the manner specified therein:

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

2. **MODE OF PAYMENT:** Subject to the terms of the Agreement and the Promoter

abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter only on behalf of the Promoter and the same within the stipulated time as mentioned in the Payment Plan mentioned in Part 4 of Schedule 'C' for the Land with Bungalow hereunder and the same through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of the Promoter payable at Kolkata. Notwithstanding anything contained in this Agreement, the Developer alone on behalf of the Promoter shall be entitled to raise demand notices and receive all amounts from the Allottee and the Developer shall subsequently distribute the Sale proceeds among the Promoter as per its own discretion.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCE:

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, 1934 and the Rules and Regulations made thereunder or any statutory amendment 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 Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or 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.

3.2 The Promoter accepts no responsibility in regard to matters specified in para 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the

Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittance on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said Land with Bungalow applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

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

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

5. **TIME IS ESSENCE:**

The Promoter shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the RERA Authority and towards handing over the Land with Bungalow to the Allottee and the common areas to be association of allottees or the competent authority, as the case may be.

6. **CONSTRUCTION OF THE BUNGALOW:**

The Allottee has seen the specifications of the Land with Bungalow 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 Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the competent authority and shall not have an option to make any variation /alteration /modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

7. **POSSESSION OF THE LAND WITH BUNGALOW:**

7.1 **Schedule for Possession of the Land with Bungalow** - The Promoter agrees and understands that timely delivery of possession of the Land with Bungalow to the Allottee and the common areas to the association of allottees or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to hand over possession of the Land with Bungalow along with ready and complete common areas with all specifications, amenities and facilities of the Project in place on ___ months from the date of Agreement for Sale, 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 condition then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Land with Bungalow.

Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that in the event it becomes impossible for the Promoter to implement the Project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 days from that date. The Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2 **Procedure for taking possession** - The Promoter, upon obtaining the occupancy certificate from the competent authority shall offer in writing (**Possession Notice**) the possession of the Said Bungalow, to the Allottee in terms of this Agreement to be taken within 60 days (**Possession Period**) from the date of issue of Possession Notice. The 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 Promoter. The Allottee, after taking possession, agree(s) to pay the maintenance



charges as determined by the Promoter/association of Allottee, as the case may be after the issuance of the completion certificate for the Said Complex. The Promoter shall hand over copy of the occupancy certificate of the Said Bungalow, to the Allottee at the time of handover of the same.

- A) Notwithstanding anything written in section 7.2, it will be assumed that post 60 days of serving of notice for possession, in case the allottee fails to take possession of his unit, maintenance charges will commence.
- B) While the above charges will accrue to the promoter, promoter will not be liable for any defects beyond the defects liability period.
- D) Maintenance charges will be applicable to the carpet areas as well as other additional areas like verandah, terraces etc.

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

7.4 **Possession by the Allottee** - After obtaining the occupancy certificate and handing over physical possession of the Land with Bungalow to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of Allottees 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 shall handover the necessary documents and plans, including common areas, to the association of allottees or the competent authority, as the case may be.

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

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

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

Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the Land with Bungalow (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 7.1; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act, or for any other reason, the Promoter shall be liable, on demand to the Allottees, in case the Allottee wishes to withdraw from the Project without prejudice to any other remedy available, to return the total amount received by him in respect of the Land with Bungalow 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 if the Allottee does not intend to withdraw from the Project, the Promoter shall pay the Allottee interest at the rate specified in the Rules for every month of delay, till the handing over of the possession of the Land with Bungalow which shall be paid by the Promoter to the Allottee within forty five days of it becoming due.

8. **REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:** The Promoter hereby represents and warrants to the Allottee as follows:

(i) The Promoter has absolute, clear and marketable title with respect to the said

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Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;

- (ii) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Said Complex;
- (iii) There are no litigations pending before any Court of Law or RERA Authority with respect to the Land with Bungalow;
- (iv) All approvals, licenses and permits issued by the competent authorities with respect to the Said Complex and Land with Bungalow are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Said Complex, Land with Bungalow and common areas;
- (v) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing whereby the right, title and interest of the Allottee created herein may prejudicially be affected;
- (vi) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the said Land including the Said Complex and the said Land with Bungalow which will in any manner affect the rights of Allottee under this Agreement;
- (vii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Land with Bungalow to the Allottee in the manner contemplated in this Agreement;
- (viii) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Land with Bungalow to the Allottee and the common areas to the association of allottees or the competent authority, as the case may be;



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

(x) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Said Complex to the competent Authorities till the completion certificate has been issued and possession of Land with Bungalow, 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.

(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 Land) has been received by or served upon the Promoter in respect of the Said Land and/or the Said Complex.

(xii) That the property is not Waqf property.

9. **EVENTS OF DEFAULTS AND CONSEQUENCES:**

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

(i) The Promoter fails to provide ready to move in possession of the Land with Bungalow 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 RERA Authority. For the purpose of this para 'ready to move in possession' shall mean that the Land with Bungalow shall be in 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;

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

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

(i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only 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 shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the Land with Bungalow 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, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Land with Bungalow, which shall be paid by the Promoter to the Allottee within forty five days of it becoming due.

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

(i) In case the Allottee fails to make payments for consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate prescribed in the Rules;

(ii) In case of default by Allottee under the condition listed above continues for a period beyond 3 (three) consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Land with Bungalow in favour of the

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Allottee and refund the money paid to him by the Allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated. Provided that the Promoter shall intimate the allottee about such termination at least thirty days prior to such termination.

10. **CONVEYANCE OF THE SAID LAND WITH BUNGALOW:**

The Promoter on receipt of the Total Price and all other sums due under this Agreement from the Allottee, shall execute a Conveyance Deed and convey the title in respect of the Said land with Bungalow together with proportionate indivisible share in the Common Areas within 3 (three) 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 within 3 (three) months from the date of issue of occupancy certificate. However, in case the Allottee fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the Conveyance deed in his/her favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee.

11. **MAINTENANCE OF THE LAND WITH BUNGALOW / PROJECT:**

The Promoter shall be responsible to provide and maintain essential services in the Said Complex till the taking over of the maintenance of the Said Complex by the association of allottees upon the issuance of the completion certificate of the Said Complex.

12. **DEFECT LIABILITY:**

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge.

12.1 **Decision of Architect Final:** If any structural work or any other workmanship in the Said Bungalow is claimed to be defective by the Allottee, at the time of possession or within a period of 5 years from the date of delivery of possession/deemed date of possession, the matter shall be referred to the Architect and the decision of the Architect shall be final and binding on the Parties. If directed by the Architect, the Promoter shall at its own costs remove the defects. However, this shall in no manner entitle the Allottee to refuse to take possession of the Land with Bungalow and if the Allottee does so, the possession date called for by the Promoter in the possession letter or the Notice for possession shall be considered the Deemed Possession as contained in Possession Clauses and all the condition of the possession taken by the Allottee shall apply and all consequences mentioned therein shall follow.

12.2 **Default and/or negligence of the Allottee:** It is clarified that the Promoter shall not be liable for any such defects if the same have been caused by reason of the default and/or negligence of the Allottee and/or any other Allottee in the Project or acts of third party(ies) or on account of any force majeure events including on account of any repairs / redecoration / any other work undertaken by the Allottee and/or any other Allottee/person in the said Bungalow or in the said Project. The Allottee is/are aware that the Said Bungalow is a monolithic structure and any change(s), alteration(s) including breaking of walls or any structural members or the construction of any new wall or structural member may adversely impact the Said Bungalow at various places or in its entirety and hence any change(s) or alteration(s) as mentioned hereinabove will result in immediate cessation of the Promoter's obligation to rectify any defect(s) as mentioned in this Clause and the Allottee and/or the association of Allottee shall have no claim(s) of any nature whatsoever against the Promoter in this regard.

13. **RIGHT OF ALLOTTEE TO USE COMMON AREAS AND FACILITIES SUBJECT TO PAYMENT OF TOTAL MAINTENANCE CHARGES:**
The Allottee hereby agrees to purchase the Land with Bungalow on the specific understanding that his/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 LAND WITH BUNGALOW FOR REPAIRS:

The Promoter/maintenance agency/association of allottees shall have right 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 Land with Bungalow 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:

Use of Service Areas: The service areas, if any, as located within the Said Complex 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, firefighting pumps and equipment's etc. 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 Allottee formed by the Allottee for rendering maintenance services.

16. GENERAL COMPLIANCE WITH RESPECT TO THE SAID LAND WITH BUNGALOW:

16.1 The Allottee shall, after taking possession, be solely responsible to maintain the Land with Bungalow 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 Land with Bungalow, 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 Land with Bungalow and keep the Land with Bungalow, its 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 ensure that the support, shelter etc. of the Building is

not in any way damaged or jeopardized.

16.2 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 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 Land with Bungalow 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 Land with Bungalow.

16.3 The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of allottees and/or maintenance agency appointed by association of allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

17. **COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:**

The Allottee is entering into this Agreement for the allotment of the Land with Bungalow 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 Land with Bungalow, all the requirements, requisitions, demands and repairs which are required by any competent authority in respect of the said Land with Bungalow at his/ her own cost.

18. **ADDITIONAL CONSTRUCTIONS:**

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



19. **PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:**

After the Promoter executes this Agreement he shall not mortgage or create a charge on the Land with Bungalow 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 Land with Bungalow.

20. **APARTMENT OWNERSHIP ACT:**

The Promoter has assured the Allottees that the Project in its entirety is in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972. The Promoter showing compliance of various laws/regulations as applicable in West Bengal Apartment Ownership Act, 1972.

21. **BINDING EFFECT:**

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

22. **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 Land with Bungalow, as the case may be.

23. **RIGHT TO AMEND:** This Agreement may only be amended through written consent of the Parties.

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

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

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

25.2 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.

26. **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.

27. 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 Land with Bungalow bears to the total carpet area of all the Land with Bungalows in the Project.

28. 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.

29. PLACE OF EXECUTION:

The execution of this Agreement shall be completed only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in Kolkata after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered before the concerned Registration Authority. Hence this Agreement shall be deemed to have been executed at Kolkata.

30. NOTICES:

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

Allottee : **Mr.** _____

Address: _____

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Developer : **Shrachi Keventer Abasan Pvt. Ltd.**

Address: _____

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

31. JOINT ALLOTTEES:

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

32. GOVERNING LAW:

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

33. DISPUTE RESOLUTION:

All or any 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 under the Arbitration and Conciliation Act, 1996.

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

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35. **Covenant For Sale and Purchase:** The Promoter agrees to sell and the Allottee agrees to purchase the Land with Bungalow on the terms and conditions contained in this Agreement, subject to Allottee:
- (i) agreeing to pay within due dates the Other Charges and Deposits specified in Clause 47 herein from time to time;
 - (ii) agreeing to pay within due dates the Common Expenses specified in Clause 48 herein from time to time;
 - (iii) agreeing to abide by and adhere to the Common Rules specified in Clause 49 herein from time to time; and
 - (iv) agreeing to abide by, observe and perform the specific covenants, stipulations, restrictions and obligations contained in this Agreement;

36. **Payment of Total Price and Other Charges & Deposits:**

36.1 **Total Price:**

- a) The Allottee shall make the payment of the Total Price as per the payment plan set out in **Schedule C**. The Promoter may from time to time raise demand as per Payment Schedule for payment of installments by issuing notices to the Allottee and the Allottee shall make the payments promptly within the time stipulated in such notices.
- b) Besides the Total Price, the Allottee shall be required to pay certain other amounts as mentioned in the Payment Schedule and in Clause 47 herein ("**Other Charges and Deposits**") at such times as prescribed in the Payment Schedule or as may be demanded by the Promoter from time to time.



36.2 **Prompt payment:** The Promoter has informed the Allottee and the Allottee is aware that any default in payments would jeopardize the entire Project as well as expose the Promoter to financial losses and also affect the other Allottees and the completion of the Project.

36.3 **Dishonour of Payment Instruments:** In the event of dishonour of any payment instruments or any payment instructions by or on behalf of the Allottee for any reason whatsoever, then the same shall be treated as a default and the Promoter may at its sole discretion be entitled to exercise any recourse available herein. Further, the Promoter shall intimate the Allottee of the dishonour of the cheque and the Allottee would be required to promptly tender a Demand Draft of the outstanding amounts including interest at Applicable Interest Rate from the due date till the date of receipt by the Promoter of all the amounts including the dishonour charges of Rs. _____ (Rupees _____ only) together with applicable taxes thereon (for each dishonour). In the event the said Demand Draft is not tendered within 7 (seven) days then the Promoter shall be entitled to cancel the allotment, subject to provisions hereunder. In the event the Allottee comes forward to pay the entire outstanding amounts, interest and penalty thereof, the Promoter may consider the same at its sole discretion. In the event of dishonour of any cheque, the Promoter has no obligation to return the original dishonoured cheque.

36.4 **Delayed payments:** Any delay or default on the part of the Allottee to pay the amounts payable by him to the Promoter under this Agreement on the due dates as stipulated, shall be construed as a breach committed by the Allottee and in event of such breach, the Promoter shall be entitled to charge interest as may be prescribed under Applicable Laws for the period of delay.

37.1 **For Complex Co-Owners:** The Promoter has decided to provide certain conveniences and facilities for allottees of the Said Complex named as _____ (Said Club). It is clarified that the conveniences and facilities of the Said Club shall be decided by the Promoter and the same shall be final and binding on the Allottee. A list of the proposed conveniences of the Said Club has been provided in **Schedule**

- 'E' Part-2.

37.2 **Combined Club:** The conveniences and facilities of the Said Club may also be used by the allottees of Newtown Villas Future Phases as well as outsider members at the sole discretion of the Promoter and hence shall be meant for use by all the members of the Said Club. The Allottee hereby unconditionally accepts the proposed usage of the Said Club by the other Allottees of Newtown Villas Future Phases as well as outsider members, and shall not, under any circumstances, raise any objection or hindrance to the other allottees of Newtown Villas as well as outside members in using all or part of the amenities and facilities provided in the Said Club.

(1) **Membership of Allottee:** Membership of the Said Club being complimentary for the Complex Co-Owners, the Allottee (which expression, in the context of the Said Club, means only 1 (one) person if the number of Allottee under this Agreement being more than 1 (one), as be nominated *inter se* among the Allottees) agrees to become a member of the Said Club, on the preliminary terms and conditions recorded in this Agreement. The Allottee understands and accepts that detailed terms and conditions of membership as also the various charges and rules and regulations governing use of the Said Club and its facilities (**Club Scheme**) will be formulated by the Promoter in due course and circulated to members before the Said Club is made operational. The Allottee agrees and accepts to abide by such Club Scheme.

(2) **Membership of the Said Club:** The Allottee accepts and confirms that (i) each family of a bungalow/apartment shall be entitled to 1 (one) membership, irrespective of the number of allottees of such bungalow/apartment (ii) membership shall be only for individuals (i.e. no corporate membership) and if the allottee is a body corporate, it will be required to nominate 1 (one) individual occupier of the Said Bungalow, who, for all purposes, shall be treated as the member of the Said Club (iii) the Said Club can be used by the member and his/her immediate family i.e. spouse and dependent children below 21 (twenty one) years (iv) in the event of further conveyance of the Said Bungalow/Apartment, the membership will automatically stand conveyed in favour of such new allottee at the then applicable Club Scheme and thereupon the allottee abovenamed shall cease to be a member of



the Club and (v) if the Allottee let out his/her bungalow/apartment, he/she may request for a temporary suspension of his/her usage right of the Said Club and permission for usage of the Said Club by the tenant under his/her membership. The Allottee agrees and confirms that the membership of the Said Club shall under no circumstances be separately conveyed.

- (3) **Facilities of the Said Club:** Notwithstanding anything contained herein, the Allottee accepts and confirms that the Promoter shall have the sole right and discretion in planning the details and facilities of the Said Club and the same may also from time to time be varied at the sole discretion of the Promoter.
- (4) **Commencement of Operation of the Said Club:** The Promoter shall endeavor to get the Said Club operational after the entirety of the Said Complex is complete and made ready. The Allottee accepts and confirms that the Completion Date of the Said Land with Bungalow shall have no connection and correlation with the Said Club becoming operational and that the Allottee shall not raise any claim or objection in this regard.
- (5) **Maintenance of the Said Club:** The Allottee agrees and confirms that the Said Club (at the sole discretion of the Promoter) be managed and operated by the Promoter either by itself or through its nominee.
- (6) **Membership Fee and Annual Subscription & Other Charges:** The Allottee agrees and confirms that:
- (a) The Allottee shall have to pay a fixed annual subscription for membership of the Said Club, which shall be determined by the Promoter at the time of opening of the Said Club and the same at the sole discretion of the Promoter.
- (b) Apart from the annual subscription as provided above, the Allottee shall be required to pay month by month and every month the additional charges as may be fixed by the Promoter/Club Manager for and on account of those facilities, which would be made available at the Said Club for use of the same by the members on "Pay and Use" basis.

- (7) **Common Usage of the Said Club:** The Allottee along with his/her family members shall be at liberty to use and enjoy the conveniences, amenities and facilities forming the Said Club situated at the vicinity of the Said Complex along with the allottees of the bungalows/apartments of Newtown Villas Future Phases and other outside members. The Promoter/Club Manager shall make suitable mechanism with regard to use of such facilities of the Said Club as also for payment of usage charges by the Allottees.
- (8) **Status of Said Club:** The Conveniences of the Said Club shall not be deemed to be a constituent of the Common Areas of the Said Complex and the Allottee shall only have user right in the usage of the Said Club, subject to the other provisions of this Agreement, particularly, with regard to the Said Club. Further, the Allottee understands that the land area earmarked for the Said Club shall always belong to the Promoter and the Allottee shall not claim any land share therein whatsoever and the Said Club shall operate independently and shall never be treated as a part of the Said Complex or the said project Newtown Villas.
38. **Right of Said Signage:** The Allottee has no objection nor will at any time be entitled to raise any objection to any hoardings, neon sign, billboards, advertisements, signage (of any size and constructed of any material and the same, with or without illumination) of the brand name " Shrachi Keventers Abasan Pvt Ltd" and/or "Newtown Villas" (**Said Signage**) of the Promoter being erected on the parapet walls and/or the facade of the Said Complex and also the boundary walls of the Said Complex. The space for the Said Signage shall be deemed to have been excluded out of the subject matter of sale and shall always belong to the Promoter. The Promoter shall maintain the Said Signage at its own cost and in this regard, the Facility Manager, shall have no connection with such maintenance. If the Said Signage is illuminated, the Promoter shall bear the charges for actual electricity consumed for illumination on the basis of a separate meter specifically installed for this purpose. Neither the Allottee nor the Allottee's successor-in-interest shall at any time do any act, deed or thing which hinders the absolute and unfettered right of the Promoter to put up the Said Signage and enjoy the benefits of the Said Signage. It is clarified that for the purpose of maintaining and managing of the Said Signage, the

Promoter and/or the men and agents of the Promoter shall have the right of access to the areas in which the Said Signage are constructed and/or installed and the same without any obstruction or hindrance either from the Allottee or the Facility Manager for all times to come. The Allottee further agrees not to use the name/mark "Newtown Villas" in any form or manner, in any medium (real or virtual), for any purpose or reason whatsoever save and except for the purpose of address of the Said Land with Bungalow and if the Allottee does so, the Allottee shall be liable to pay damages to the Promoter and shall further be liable for prosecution for use of such mark.

39. **Rights Confined to the Said Land with Bungalow And Appurtenances:** The Allottee agree, declare and confirm that the right, title and interest of the Allottee is and shall be confined only to the Said Land with Bungalow and Appurtenances and that the Promoter shall at all times be entitled to deal with and dispose of all other Bungalows/ Apartments, commercial units/shops, garages/closed parking spaces and portions of the Said Complex and proportionate share of the Said Land in favour of third parties at its sole discretion, which the Allottee hereby accepts and to which the Allottee, under no circumstances, shall be entitled to raise any objection.

40. **Finance**

- 40.1 **Raising of finance by Promoter:** The Promoter shall have the right to raise finance and/or loan from any financial institution and/or bank and for that purpose create mortgage, charge on the said Land and/or securitization of the receivables.
- 40.2 **Raising of finance by Allottee:** The Allottee may obtain finance from any financial institution/bank or any other source but the Allottee's obligation to purchase the Land with Bungalow pursuant to this Agreement shall not be contingent on the Allottee's ability or competency to obtain such financing and the Allottee shall remain bound by this Agreement whether or not he/she has been able to obtain financing for the purchase of the Land with Bungalow.

41. **Possession of the Land with Bungalow:**

41.1 **Mode of Giving Possession:** The Promoter shall serve upon the Allottee the Possession Notice to take over possession of the Land with Bungalow the Possession Period. It will not be necessary for the Promoter to complete the larger and/or the particular common areas and installations before giving such notice but shall be liable to complete the same within a reasonable time thereafter. Upon the Allottee complying with all provisions, formalities, documentation, etc. as may be prescribed by the Promoter in this regard and provided the Allottee is not in default of any of the terms and conditions of this Agreement, the Promoter shall give possession of the Land with Bungalow to the Allottee on a date ("**Possession Date**") mutually agreed but within the Possession Period. It is understood that the Possession Date shall not be a date later than the date specified in clause 7.1 above.

41.2 **Deemed Possession:** It is understood by the Allottee that even if the Allottee fails to take possession of the Land with Bungalow within the Possession Period, the Allottee shall be deemed to have taken possession on the 61st day from the date of Possession Notice which date, for all purposes and irrespective of the actual date when the Allottee takes physical possession of the Land with Bungalow, will be deemed to be the Possession Date.

41.3 **Responsibilities on and from the Possession Date:**

41.3.1 The Land with Bungalow shall be at the sole risk and cost of the Allottee and the Promoter shall have no liability or concern thereof;

41.3.2 The Allottee shall become liable to pay the Maintenance Charges in respect of the Land with Bungalow and the common areas and facilities on and from the Possession Date;

41.3.3 All taxes, deposits and other levies/charges imposed, demanded or required to be paid to the authorities concerned relating to the undivided interest in the common areas shall be paid and borne by the Allottee proportionate to his interest therein and those relating only to the Land with Bungalow shall be borne solely and exclusively by the Allottee, with effect from the Possession Date.

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41.3.4 All other expenses necessary and incidental to the management and maintenance of the Project.

41.3.5 The Promoter agrees to pay all outgoing liabilities before transferring the physical possession of the Land with Bungalow to the Allottee, which it has collected from the Allottee, for the payment of outgoing liabilities (including land cost, ground rent, municipal or other local taxes, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). If the Promoter fails to pay all or any of the outgoing liabilities collected by it from the Allottee or any liability, mortgage loan and interest thereon before transferring the Land with Bungalow to the Allottee, the Promoter agrees to be liable, even after the transfer of the Land with Bungalow, to pay such outgoing liabilities and penal charges, if any, to the authority concerned 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.

42. Common Areas, Facilities and Amenities:

42.1 **Undivided interest:** The Allottee together with all other Allottees of Units in the Project shall have only proportionate undivided variable and impartible interest and not any individual right in all common areas, amenities and facilities built or provided in the Project.

42.2.1 **Water supply:** Water supply to the residents of the Project will be made available from any other available source as may be permitted by the authorities concerned. Installation of on-line pumps to boost water supply is not permitted. Each Unit shall be given one water supply connection. The installation cost is inclusive of price and the usage charges will be applicable on actual consumption basis.

42.2.2 After handing over the common areas and facilities of the Project, the Promoter/Maintenance Company/Association may try to make alternative arrangement for supply of water from the municipal/competent authority concerned if available and create necessary permissible infrastructure for the same at a cost which will be reimbursed by the Allottee as and when intimated by the



Promoter/Maintenance Company/Association.

42.3 **Sewerage:** The entire sewage of the Project will be treated by the modern sewage treatment technology. All the Units in the Project are to be connected to this system. For greater efficiencies and environmental reasons, the Allottee shall not dispose of solid wastes like paper and kitchen waste into the waste drains of toilets and kitchens.

42.4 **Solid waste management:** The Promoter/Maintenance Company/Association or any agency appointed by the Promoter/Maintenance Company/Association will arrange for collection and disposal of solid waste as per relevant statutes.

42.5 **Storm water disposal:** There will be a network of storm water management system through the entire Project. In order for this system to work, it is imperative that the drains are kept clear and clean at all locations.

42.6 **Power supply:** Installation costs, deposits and other charges to be paid by the Promoter to the Power Supply Authority concerned towards obtaining, installing power and for providing electricity to common areas like street light, parks, green verge, community facilities etc., shall be borne and payable by the Allottee proportionately. The Promoter/Maintenance Company/Association shall recover such installation costs, deposits and other charges from the Allottee. The amount recoverable from the Allottee for power arrangements shall be as specified in clause 42 hereunder written.

The Allottee shall pay for the Electricity Security Deposit ("ESD") for individual electric meters allotted to the Allottee by the Power Supply Authority.

In case the Power Supply Authority fails to provide individual meter to the Allottee and makes provision for a bulk supply, the Promoter shall provide sub-meters to the Allottee upon payment of the proportionate ESD payable to the Power Supply Authority for such connection. The amount recoverable from the Allottee including power loss if any will be intimated in due course as soon as the same is known to the Promoter

The ESD would be subject to revision and replenishment and the Allottee shall be liable to pay proportionately such revision and replenishment to the Power Supply Authority as per their norms. In such cases the Allottee may be required to enter into a separate agreement for supply of electricity through sub-meters.

42.7 **Diesel Generator backup:** The Allottee will be provided power back up facility and no additional charges shall be charged separately to the Allottee.

42.8 **Additions or replacements:** As and when any plant and machinery, including but not limited to, DG sets, electric sub-stations, pumps, firefighting equipment or any other plant, machinery and/or equipment of capital nature etc. require replacement, upgradation, additions etc. the cost thereof shall be contributed by all the Allottees in the Project on pro-rata basis as specified by the Promoter/Maintenance Company/Association. Upon completion, the Promoter/Maintenance Company/Association shall have the sole authority to decide the necessity of such replacement, upgradation, additions etc. including its timings or cost thereof and the Allottee agrees to abide by the same.

43. **Maintenance and Association:** The Promoter may manage and maintain the common parts and utilities of the Project by itself or may hand over these to the Maintenance Company for which all Allottees may be required to execute an Agreement ("Management Agreement") with the Maintenance Company.

(a) The Allottee shall become a member of the Association. The Allottee shall observe and abide by all the bye-laws, rules and regulations prescribed by the Association in regard to ownership or enjoyment of the Land with Bungalow or common areas and facilities in the Project.

(b) For the enjoyment and maintenance of the common areas and facilities of the Project, the Allottee shall be liable to remit per month the proportionate maintenance charges ("**Maintenance Charges**") of such area and facilities as may be fixed by the Promoter/Maintenance Company and upon completion the Association from time to time. The Maintenance Charges shall become payable from

the Possession Date. In case the Allottee fails to pay:

- (i) The Allottee shall not be entitled to avail any maintenance services;
- (ii) Applicable Interest Rate will become payable by the Allottee; and
- (iii) The Promoter/Maintenance Company/Association shall adjust the unpaid amount from the IFSD. If due to such adjustment in IFSD falls below the six months average of the Maintenance Charges, then the Allottee shall make good the resultant shortfall within 15 (fifteen) days from the due date of the defaulted maintenance bill

- (c) An interest free corpus deposit ("**Maintenance Security Deposit**") for the Land with Bungalow shall be paid by the Allottee to the Promoter on or before taking over possession of the Land with Bungalow. The Maintenance Security Deposit is Rs. _____/- (Rupees _____) only per square feet of the carpet area of the Land with Bungalow and the same shall be used by the Promoter/Association for repair of common areas, facilities and equipment provided in the Project. Notwithstanding the above, the Promoter reserves the right to utilize this deposit to adjust any realizable dues from the Allottee. The unused portion of the Maintenance Security Deposit shall be transferred to the Association as and when desired by the Association.

- (d) The Allottee shall pay, over and above the monthly running Maintenance Charges and the Maintenance Security Deposit, an amount equivalent to 6 (Six) months proposed monthly Maintenance Charges towards the Interest Free Security Deposit ("**IFSD**") to the Promoter being Rs. _____/- (Rupees _____) only per square feet of the carpet area of the Land with Bungalow per month on Possession Date. The said IFSD shall be kept with the Promoter in order to secure adequate provision of the maintenance services and due performance of the Allottee in promptly paying the maintenance bills and other charges as raised by the Promoter/Maintenance Company/Association. If the said IFSD remains unutilised then the same shall be transferred to the Association as and when desired by the Association.

44. **Covenants of the Allottee:**

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44.1 **Residential use:** The Allottee shall not use the Land with Bungalow or permit the same to be used for any purpose other than residential or for any purpose which may or is likely to cause nuisance or annoyance to the occupiers of other Units or for any illegal or immoral purposes.

44.2 **Transfer:** The Allottee shall not transfer or assign the rights under this Agreement without prior written permission from the Promoter till such time all payments under this Agreement are cleared. The Promoter shall retain the first right of refusal for such transfer of rights. Where the Promoter does not exercise the above right of pre-emption then in that event transfer of rights before the completion and handover of the Unit, the Allottee shall pay a transfer fee @ 3% (three percent) on the prevailing market value of the Unit determined by Directorate of Registration and Stamp Revenue, Finance Department, Government of West Bengal, at the date of such transfer or on transaction amount, whichever is higher, vide a nomination agreement, which if required under the Applicable Laws, shall be registered. Such transfer however shall be permissible only if the first installment as per this Agreement has been paid in full and all other payments that may be due under this Agreement have been cleared in total.

It may be noted that change of joint allottees will be treated as transfer under this clause. However it is clarified that for this purpose, transfer of allotment within the same family shall not be treated as transfer of allotment. "Family" shall mean the Allottee himself together with the spouse, dependant parents and dependent children of such Allottee.

45. **Additional Events of Defaults and Consequences:** All defaults, breaches and/or non-compliance of any of the terms and conditions of this Agreement and/or the Allotment Letter shall be deemed to be events of defaults liable for consequences stipulated herein. Some of the indicative events of defaults are mentioned below which are merely illustrative and not exhaustive:

- (i) Failure by the Allottee to countersign and return the Promoter's copy of the Allotment Letter to the Promoter within the time stipulated therefor in the



Allotment Letter.

- (ii) Failure to make the payments within the date stipulated therefor in the Allotment Letter or in this Agreement of the Total Price, stamp duty, registration fee, legal expenses, any incidental charges, including, but not limited to, security deposit, lease rent, deposits for bulk supply of electrical energy, taxes, as may be notified by the Promoter to the Allottee from time to time.
- (iii) Failure to execute and register the transfer deed or any other deed/ document/ undertakings/ indemnities etc. or to perform any other obligation, if any, set forth in any other agreement with the Promoter relating to the Land with Bungalow. Failure to take possession of the Land with Bungalow within the date stipulated by the Promoter in its notice for possession.
- (iv) Failure to execute the Maintenance Agreement and/or to pay on or before its due date the Maintenance Charges, maintenance security deposits, or any increases in respect thereof, as demanded by the Promoter, its nominee, other Body or Association of Owners/Association of the Project.
- (v) Failure, pursuant to a demand by the Promoter in terms of this Agreement, to become a member of the association of owners of the Project or to pay subscription charges etc. as may be required by the Promoter or the association of owners, as the case may be.
- (vi) Assignment of the Allotment Letter or any interest of the Allottee therein without prior written consent of the Promoter.
- (vii) Dishonour of any cheque(s) given by any Allottee for any reason whatsoever.
- (viii) Any other acts, deeds or things which the Allottee may commit, omit or fail to perform in terms of this Agreement, any other undertakings, affidavits, indemnities etc. or as demanded by the Promoter which in the opinion of the

Promoter amounts to an event of default and the Allottee shall be bound to abide by the decision of the Promoter in this regard which shall be final and binding on the Allottee.

Without prejudice to the rights of the Promoter to charge interest in terms of this Agreement, upon the occurrence of any one or more of event(s) of default under this Agreement including, but not limited to, those specified above, the Promoter may at its sole discretion issue a notice of such default to the Allottee and the Allottee shall be provided with a period of 15 (fifteen) days from the date of such notice to cure the said default or breach. In the event that the Allottee fails to cure such default or breach, within 15 (fifteen) days from the date of notice (or such default or breach is not capable of being rectified), the Promoter shall have the option to cancel and terminate this Agreement by sending a cancellation letter by Registered/Speed Post with A/D at the address provided by the Allottee(s) and/or e-mail at the e-mail address provided by the Allottee, intimating him of the specific breach or default of terms and conditions in respect of which the Promoter is cancelling and terminating this Agreement. On such cancellation, the allotment and this Agreement shall stand immediately cancelled and the Allottee shall have no right whatsoever with respect to the Land with Bungalow. Upon cancellation of the allotment and termination of the Agreement, the Promoter shall, within 45 (forty-five) days from such termination, refund by way of cheque/demand draft all amounts paid by the Allottee till the date of cancellation less the Cancellation Charges without interest, being the liquidated damages payable to the Promoter.

46. Miscellaneous:

46.1 The Allottee hereby agrees for allotment of the Land with Bungalow on the specific understanding that his/her/its right to the use of common areas shall be subject to timely payment of Maintenance Charges, as determined by the Promoter/Maintenance Company (or Association) and performance by the Allottee of all his/her/its obligations in respect of the terms and conditions specified by the Promoter/Maintenance Company and/or Association from time to time.

46.2 The Deed of Conveyance of the Land with Bungalow shall be drafted by the

Solicitors/Advocates of the Promoter and shall be in such form and contain such particulars as may be approved by the Promoter. No request for any changes whatsoever in the Decd of Conveyance will be entertained by the Promoter unless such changes are required to cure any gross mistake or typographical or arithmetical error.

46.3 It is understood by the Allottee that all other areas i.e. areas and facilities falling outside the Project shall not form a part of the declaration to be filed with competent authority to be filed in accordance with the Applicable Laws.

46.4 The Allottee is fully aware of the fact and covenants that notwithstanding anything elsewhere to the contrary herein contained, it is expressly clarified that the paths passages driveways etc., along the outer periphery of the Residential Complex on its Northern, Eastern, Southern and Western Portion shall be for common use by the Allottees as well as the Promoter.

46.5 **Provisions of this Agreement applicable on the Allottee/subsequent Allottees:** It is clearly understood and 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 Land with Bungalow, in case of a transfer, as the said obligations go along with the Land with Bungalow for all intents and purposes

46.6 **Non-waiver:** Any failure or delay by the Parties in exercising any right or remedy provided by law under or pursuant to this Agreement shall not impair such right or remedy or operate or be construed as a waiver or variation of it or preclude its exercise at any subsequent time and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy.

46.7 **Indemnity:** Each Party ("**Indemnifying Party**") shall indemnify and agrees to defend and to keep the other ("**Indemnified Party**") indemnified including its successors, officers, directors, agents and employees and save harmless against all costs, expenses (including attorneys' fees), charges, loss, damages, claims, demands

or actions of whatsoever nature by reason of:

- i. the non-performance and non-observance of any of the terms and conditions of the Agreement by the Indemnifying Party;
- ii. acts of negligence or intentional misconduct by the Indemnifying Party;
- iii. breach of the provisions of this Agreement by the Indemnifying Party;
- iv. any representation and warranty, express or implied, by the Indemnifying Party found to be misleading or untrue;
- v. failure by the Indemnifying Party to fulfill its obligations under any applicable law;

46.8 **Jurisdiction:** The Courts at Kolkata shall have exclusive jurisdiction.

47. **Other Charges and Deposits:** The Other Charges and Deposits payable by the Allottee are as follows:-

47.1 **Other Charges:**

- i. **Additional Work:** The cost of any work done or facility provided in any Land with Bungalow in addition to those mentioned in the Specifications at the request of or with the consent of the Allottee the same will be decided by the Promoter and the Allottee shall be deemed to have agreed to this.
- ii. **Electricity Service Connection Charge:** Costs incurred in making arrangements with WBSEDCL for giving direct L.T connection to the Allottee will be payable to the Promoter by the Allottee as well as any deposits to be paid.
- iii. **Documentation charges: The documentation charges, processing fees or legal fees shall be paid by the allottee on actual basis.**

Further other miscellaneous charges, taxes, levies or penalties in relation to the transfer of the Land with Bungalow including preparation of the Transfer Deed and other documents if any to be executed in pursuance thereof shall also be paid by the Allottee.

47.2 Deposits:

- i. **Maintenance Security Deposit:** An interest free corpus deposit calculated at the rate of Rs./- (Rupees only) per square feet of the Land with Bungalow carpet area ("**Maintenance Security Deposit**") for the Land with Bungalow shall be paid by the Allottee to the Promoter, on or before a date to be notified by the Promoter which date shall not be a date later than the Possession Date. The amount of such Maintenance Security Deposit payable shall be intimated by the Promoter on or before possession date. The Maintenance Security Deposit shall be used by the Promoter/Association for repair of the Complex or equipments provided therein. Notwithstanding the above, the Promoter reserves the right to utilize this deposit to adjust any realizable dues from the Allottee. The unused portion of the Maintenance Security Deposit shall be transferred to the Association without interest when incorporated.
 - ii. **Electricity Security Deposit:** Deposits on actual to be incurred regarding obtaining of L.T. connection from WBSECDL will be payable to the Promoter by the Allottees.
48. **Common Expenses:** The expenses of the Common Portions mentioned herein will be proportionately shared by the Allottee with all the other Allottees as follows:
- A. The costs and expenses relating to the Project shall be borne by all the Allottees in the proportion constructed area of any Land with Bungalow will bear to the area of all the other constructed areas in the Project which will include all costs for maintaining the Common Portions.

- B. Some of the expenses mentioned herein may be common to all the Allottees or only to those of any particular segment or zone of Land with Bungalows as may be decided by the Promoter or the Association, as the case may be.
- C. The expenses for maintenance, operation and renovation etc. of the Project shall be borne and paid by the Allottees to the extent and in the manner the Promoter or the Association, as the case may be, may decide.
- D. The expenses shall, inter-alia, include the following:
- i. **Maintenance:** All expenses for maintaining, operating, repairing, renovating, upgrading, painting, rebuilding, reconstructing, decorating, replacing, amending, renewing and where appropriate cleansing of the Common Portions and plantation of trees, maintaining the garden and supplying of round the clock water.
 - ii. **Staff:** The salaries, emoluments and all other financial benefits of the persons to be employed by the Promoter or the Association, as the case may be, for managing and maintaining and security of the common areas and facilities and utilities of the Project.
 - iii. **Operational:** All expenses for running and operating, including electricity charges of the utilities and facilities, which shall include cost of repairing, upgrading, renovating or replacing any of them and include electricity charges.
 - iv. **Insurance:** Costs towards payment of premium for insuring the Land with Bungalows and the Common Portions.
 - v. **Rates, taxes and outgoings:** All rates, levies, taxes, lease rent or fees that are to be paid by the Promoter or the Association, as the case may be, for providing the services, which are payable under any existing law or enforced under any other enactment in future.
 - vi. **Others:** Any other expenses incurred by the Promoter or the Association, as the

case may be, in respect of the Project and its Common Portions, not specifically mentioned herein including, but not restricted to, litigation expenses.

49. Common Rules:

49.1 The Allottee shall not:

- a) Damage the Common Portions or any of the other Units by making any alterations or withdrawing any support or otherwise.
- b) Throw or accumulate or cause to be thrown or accumulated any rubbish or refuse in any of the Common Portions, save at the places earmarked therefor.
- c) Place or cause to be placed any article in any of the Common Portions.
- d) Do or permit anything to be done which is likely to cause nuisance or annoyance to any of the occupiers of the Project.
- e) Use or allow the Land with Bungalow or any part thereof to be used for any club, meeting, conference hall, nursing home, hospital, boarding house, catering place, restaurant or other such purpose or for any chamber for business/professional chamber or office.
- f) Put up or affix any sign board, name plate or other things or other similar articles in any of the Common Portions or outside the Land with Bungalow save at the places provided therefor provided that the Allottee may display a small and decent name-plate outside the main door of the Land with Bungalow.
- g) Keep or allow to be kept any combustible, obnoxious, hazardous or dangerous articles in the Land with Bungalow or in any of the Common Portions which may be injurious or obnoxious to public health.
- h) Hang from or attach to the beams or the rafters of any part of the Land with Bungalow any articles or machinery the weight whereof may or likely to affect, damage or endanger the construction of the Project or any part thereof.



- i) Do or cause to be done anything which may cause any damage to or affect the Land with Bungalow, or any portion thereof in any manner whatsoever including without limitation to, the flooring, ceiling, walls, pillars or beams, or the use or enjoyment of any of the other Allottees.
- j) Affix or draw any wire, cable, pipe from, to or through any of the Common Portions or outside walls of the Project /Land with Building or other parts, without approval of the Promoter or the Association, as the case may be.
- k) Affix any or install any antenna on the ultimate roof of the Land with Bungalow or any open terrace that may be part of any Land with Bungalow or in its windows.
- l) Do or permit to be done any act, deed or thing which may hurt, injure or cause provocation of the religious sentiments and/or feelings of any of any other occupants of the Complex or cause disharmony amongst them.
- m) Install any air-conditioner, except in the approved places.
- n) Affix or change the design or the place of the grills, the windows or the main door of the Land with Bungalow without approval.
- o) Make any internal addition, alteration and/or modification in of about the Land with Bungalow save in accordance with the then existing statutory Building Regulations and prior permission therefore having been taken from the appropriate authorities as also from the Promoter or the Association, as the case may be.
- p) Not to carry on any work of fittings, fixtures or connected in manner whatsoever in connection with construction of any nature or completion thereof inside the Land with Bungalow excepting between 10:00 a.m to 06:00 p.m and while carrying on such work to ensure that no annoyance or disturbance is caused to other residents.
- q) Alter the outer elevation of the Bungalows within Newtown Villas Zone, or any part thereof, nor decorate the exteriors thereof in any manner whatsoever.
- r) Commit or permit to be committed any alteration or changes in the pipes, conduits, cables and/or any other fixtures or fittings serving any of the Land with Bungalows of Newtown Villas Zone..

- s) Claim any right of pre-emption or otherwise regarding any of the other Land with Bungalows or any portion of the Project.
- t) Restrict the full and unrestricted enjoyment of the Easements to any other owner/occupier of the Newtown Villas Zone.
- u) Do or permit any act, deed, matter or thing to be done which may render void or make voidable any insurance in respect of any of the Land with Bungalows or cause the premium for the insurance to be increased.
- v) Question the quantum of any amount levied upon the Allottee by the Promoter or the Association, as the case may be, in terms of this Agreement.

49.2 The Allottees shall:

- a) Maintain the Land with Bungalow for the purposes, with the intent and object for which the same is constructed.
- b) Assist the Promoter to form the Association of Allottees, if the Promoter so desires and strictly abide by all the Rules and Regulations of the Association so formed.
- c) Co-operate and assist in all manner with the Promoter or the Association, as the case may be, in carrying out its day to day activities and obligations and, in particular, abide by, observe and/or perform all the relevant laws, terms, conditions, rules and regulations regarding usage and/or operation of water, electricity, drainage, sewerage, lifts, tubewells, generator and/or other installations and/or amenities in the Newtown Villas, the Complex and shall indemnify and keep the Promoter or the Association, as the case may be, saved, harmless and indemnified from and against all losses, damages, costs, claims, demands, actions and/or proceedings that the Promoter or the Association, as the case may be, may suffer or incur due to any non-abidance, non-observance, non-performance, default or negligence on the part of the concerned Allottee.
- d) Not to carry any heavy goods and materials in the passenger lifts

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- e) Maintain, at their own costs, their respective Land with Bungalows in the same good condition, state and order in which the same will be delivered to them, normal wear and tear accepted.
- f) Abide by and/or comply with all statutory laws, bye-laws, rules, regulations and/or restrictions that are to be abided by or complied with by the owners and occupiers of multi storied buildings in the State of West Bengal.
- g) Pay the charges for electricity only relating to the Land with Bungalow and proportionately relating to the common areas, utilities and facilities.
- h) Pay proportionate charges for electricity, including those for loss of transmission, till such time a separate meter is not installed for the Land with Bungalow and after such installation, timely pay all charges and/or deposits to ensure that none of the other Allottee or the Promoter or the Association, as the case may be, is hindered in any manner for any non or untimely payment.
- i) Pay the proportionate rates, charges and fees of the municipality/local authority concerned till such time the Land with Bungalow is not mutated and separately assessed by such municipality/local authority and thereafter timely pay all rates and taxes of municipality/local authority to ensure that none of the other Land with Bungalows or the Promoter or the Association, as the case may be, is hindered in any manner for any non or untimely payment.
- j) Pay such further Deposits as be required by the Promoter or the Association, as the case may be, from time to time.
- k) Pay, within 7 (seven) days of being called upon to do so, the proportionate Common Expenses as also all other outgoing related to the Land with Bungalow and the Project including proportionate expenses relating to the replacement of any equipments.
- l) Keep the Land with Bungalow and every part thereof, including all fixtures and fittings therein or exclusive thereto properly painted, in good repairs in a neat and

clean condition and in a decent and respectable manner.

- m) Maintain and be responsible for the structural stability the Bungalow and not to do any act, matter or thing which may affect the structural stability of the Bungalow.
- n) Use the Land with Bungalow, and the Common Portions carefully, peacefully and quietly and only for the purpose for which it is meant unless otherwise approved.
- o) Sign such forms, give such authorities and render such co-operation as may be required by the Promoter or the Association, as the case may be.
- p) Allow the LLP or the Association, as the case may be, with or without workmen, upon prior reasonable notice to enter into the Land with Bungalow.
- q) Ensure that the entirety of the Complex is maintained in a decent manner.
- r) Observe, perform and comply with the conditions mentioned in other parts of this Clause.

50. **Savings:** Any application letter, Provisional allotment letter, agreement, or any other document signed by the Allottee in respect of the Said Apartment as the case may be, prior to the execution and registration of this Agreement for Sale for such Land with Bungalow, shall not be construed to limit the rights and interests of the Allottee under the Agreement for Sale or under the Act or the rules or the regulations made thereunder.

The Allottee hereby accepts each of the above terms and conditions and shall not raise any dispute or objection with regard thereto.

SCHEDULE - 'A' PART-I ABOVE REFERRED TO

[Said Land]

ALL THAT the piece or parcel of plots of land admeasuring _____ (_____) decimal, be

B

the same a little more or less, equivalent to [] square meter, be the same a little more or less, comprised in R.S./L.R. Dag Nos. 496(P), 497(P), 494(P) and 498(P) at Mouza Chanda Kanthalberia, J.L. No. 8, Police Station Kolkata Leather Complex (formerly Bhangar), Sub-Registration District Bhangar, District South 24 Parganas, West Bengal, being a portion of the Larger Property. Details of the Said Land is given in the table below:

Mouza	R.S./L.R. Dag No.	L.R. Khatian No.	Area (in dec.)
Chanda Kanthalberia	496	888	
Chanda Kanthalberia	497	888	
Chanda Kanthalberia	494	888	
Chanda Kanthalberia	498	888	

The **SAID LAND** is butted and bounded:

ON THE NORTH :
 ON THE EAST :
 ON THE SOUTH :
 ON THE WEST :

SCHEDULE - 'A' PART-2 ABOVE REFERRED TO
[DESCRIPTION OF BUNGALOW]

The Said Bungalow, being **Katha** Residential Bungalow No. , having total carpet area of () **square feet**, more or less, lying and situate on land admeasuring Square meters comprising in R.S./L.R. Dag No. under L.R. Khatian No. , within the Said Complex named **Newtown Villas Phase 4** being constructed on the Said Land **together with** pro rata share in the common areas of the Said Complex.

SCHEDULE - 'B' ABOVE REFERRED TO

The Floor Plan of the Said Bungalow is given on the **Plan-A** annexed hereto being a part of this Schedule shown therein marked with **RED** border.

SCHEDULE - 'C' PART-1 ABOVE REFERRED TO

PAYMENT PLAN

TOTAL PRICE (Bungalow)

R

Bungalow Type:	_____
Payment Plan:	_____ Payment Plan
Total Price (Land with Bungalow) (in Rs.)	_____/-
The rate per sq. ft. of the Said Bungalow (Carpet Area) (in Rs.)	_____/-

SCHEDULE - 'C' PART-2 ABOVE REFERRED TO

[Extra Charges]

Sl.	Particulars	Base Price (Rs.)
1.	Advance Maintenance charge for 2 years	_____/-
2.	Interest free Security Deposit	_____/-
Total Extra Charges:		_____/-

Stamp Duty and Registration Fees- As per query raised by the Registering Authority

Note: All Payments and Extra Charges under the respective heads, as provided in the Agreement to be paid as per the Demand Note and notice of the same for both Down Payment and Installment Payment Plan

SCHEDULE - 'C' PART-3 ABOVE REFERRED TO

[Total Price]

Sl.	Description	Price (in Rs.)
1.	TOTAL PRICE (Land with Bungalow)	_____/-
2.	Extra Charges	_____/-
Total Price:		_____/-



SCHEDULE - 'C' PART-4 ABOVE REFERRED TO**[Payment Schedule]****Instalment Payment**

Sl.	Timeline	Amount Payable
1.	At the Time of Application (Application Amount)	Application Amount + GST
2.	Balance Booking Amount for Allotment	9.5 % of the Total Price minus Paid Application Amount + GST
3.	On registering the Sale Agreement	10.5 % of the Total Price + GST
4.	On Commencement of work for particular Bungalow/ within 60 days of registration of AFS whichever is earlier	10% of the Total Price + GST
5.	On Completion of Bungalow foundation	10% of the Total Price + GST
6.	On Completion of ground Floor roof Casting of the Bungalow	15% of the Total Price + GST
10.	On Completion of 1 st floor roof Casting of the Bungalow	15% of the Total Price + GST
11.	On Completion of Flooring of the Bungalow	15% of the Total Price + GST
12.	On completion of External plaster	10% of the Total Price + GST
12.	On Possession Notice of the Bungalow	5% of the Total Price + 100% of Extra Charges + GST

Note: All Payments and Extra Charges as provided in the Agreement to be paid as per the Demand Note and notice of the same for Instalment Payment Plan.

SCHEDULE 'D'

SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE SAID BUNGALOW)
(Specifications)- Bungalow

- Structure: RCC framed structure
- Exteriors: Cement plaster, waterproof paint.
- Flooring: Vitrified tiles in Bedrooms, Living/Dining, Anti-skid tiles in Bathroom..
- Interiors: P.O.P/Putty punning over cement plaster inside flats;
- Kitchen: Anti-skid tiles on floor; Stone Kitchen counter; Stainless Steel sink, Glazed

Ceramic Tiles dado on the walls above Kitchen counter up to a height of 600 mm; CP fittings of reputed make.

- Toilets: Anti-skid ceramic Tiles on floor; Glazed Ceramic Tiles dado on the walls up to door height; wash basins; Western WC and CP fittings of reputed make.
- Doors: Main door: Solid paneled wooden door with timber frame.
- Bedroom: Flush door with timber frame
- Bathroom: Flush door with timber frame
- Open Terrace
- Windows: Anodised Aluminium Frames with fully glazed shutters.
- Roof: Properly waterproofed.
- Electrical: Concealed insulated Copper wiring with modular switches of reputed make; AC point in all bedroom, living and dining room; Geyser point in all bathroom;
- Plumbing: Internal concealed plumbing.
- Front and Rear Garden for each Bungalow
- EV charging points in Car parking area.
- 24X7 Water Supply.
- CCTV Surveillance.

SCHEDULE 'E' PART - 1

SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE SAID COMPLEX).

1. **Power Back-up:** Emergency power backup for Common Area Lighting. Emergency 100% power backup for each bungalow.
2. **Common Area:-** Internal Roads and walkways, sewerage and drainage facilities, and all common amenities in existing and future phases.

SCHEDULE 'E' PART - 2 Said Club - Conveniences

1. Gym	2. Indoor games room
3. Turf games on the terrace of Club	4. Party zone with barbecue
5. Children's play zone	6. Central green zone with seating area
7. Cafeteria	8. A Gallery on the 1 st floor, above multipurpose room
9. The Community Hall. The Hall should be designed for multipurpose usage, it can be used as an indoor badminton / volleyball court.	10. Spa with steam and Jacuzzi
11. Yoga and Zumba Room	12. Swimming pool with bay pool
13. Steam and Sauna facility.	

DISCLAIMER: *The Promoter intends to make an application to the RERA Authority in terms of the Rules published on 27th July, 2021 upon the office of the authority becoming operational*

and ready to receive the same and it is hereby brought to the notice of all concerned that the provisions and contents of this Agreement may undergo modifications or alterations if so required by the RERA Authority or under the Real Estate Laws as are being implemented in West Bengal.

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands and seals on this the day, month and year first above written.

Sealed, signed and delivered by the

PROMOTER AND ALLOTTEE in presence of:

Witnesses:

1.

PAWANPUTRA TRADECOM PVT. LTD

Ganib Bisw
Director / Authorised Signatory

2.

OWNER

Sirachi Keventer Abasan Private Limited

Aryaa Chatterjee
Authorised Signatory

DEVELOPER

ALLOTTEE

Drafted by

MEMO OF CONSIDERATION

Received from the Allottee the said sum of **Rs.** _____/- (**Rupees** _____) only being the part payment of the Total Price as given below:

Mode	Date	Bank	Amount (in Rs.)
Total:			_____/-

Witness:

1.

2.

DEVELOPER

Schedule - B'

GENERAL NOTES:

1. ALL DIMENSIONS ARE IN METERS.
2. FINISHES ARE AS SHOWN IN THE DRAWINGS.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.
4. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES.
6. THE CONTRACTOR SHALL MAINTAIN A RECORD OF ALL WORK DONE AND SUBMIT IT TO THE ARCHITECT UPON COMPLETION.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DISPOSAL OF ALL WASTE MATERIALS.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF THE ENVIRONMENT.
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SAFETY OF ALL WORKERS AND THE PUBLIC.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL ADJACENT PROPERTIES.

SECTION 1: ELEVATION

SECTION 2: ELEVATION

SECTION 3: ELEVATION

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