

## AGREEMENT FOR SALE

This Agreement for Sale ("**Agreement**") executed on this \_\_\_\_\_ day of \_\_\_\_\_, 2023,

### By and Between

1. **SRI JATAN LAL PARAKH**, (PAN: AGDPP2846C) (Aadhar No.: 4326 8048 8377) son of Late Jiw Raj Parakh, aged about 67 years at present residing at 51, Moulana Abul Kalam Azad Road, Howrah – 711 101 hereinafter called the OWNERS (which expression shall unless excluded or there be something repugnant to the subject or context shall mean and include his heirs and legal representatives) of the **FIRST PART**;

**AND**

2. **SRI PURUSHOTTAM DASS GOEL** (PAN: ADGPG4401N) (Aadhaar No.: 3605 8858 4066) son of Late Ram Kishan Dass Goel, aged about 74 years at present residing at 1B, Mayfair Road, Ballygunge, Kolkata – 700 019 hereinafter called the OWNERS (which expression shall unless excluded or there be something repugnant to the subject or context shall mean and include his heirs and legal representatives) of the **SECOND PART**

**AND**

3. **Shanti Deep Homes LLP**, a partnership firm registered under the Limited Liability Partnership Act, 2008, having its principal place of business at 51, Moulana Abul Kalam Azad Road, Howrah-711101, (PAN AEYFS1243K), represented by its Designated Partner Sri Jatan Lal Parakh, son of Late Jiwraj Parakh, by Faith Hindu, by Nationality Indian, by Occupation Business, residing at 51, Dobson Road, Howrah-711101 (PAN AGDPP2846C), (Aadhar no. 4326-8048-8377) authorized dated 03.06.23, hereinafter referred to as the **PROMOTER**:

(**Promoter**, include its successors-in-interest, executors, administrators and permitted assignees).

**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 \_\_\_\_\_,

[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 \_\_\_\_\_,

[If the Allottee is an Individual]

Mr. / Ms. \_\_\_\_\_, son / daughter of \_\_\_\_\_, aged about \_\_\_\_\_, residing at \_\_\_\_\_, (PAN \_\_\_\_\_), (Aadhar no. \_\_\_\_\_)

[OR]

If the Allottee is a HUF]

Mr. \_\_\_\_\_, 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 \_\_\_\_\_), (Aadhar no. \_\_\_\_\_)

(**Allottee** include his successors-in-interest and permitted assignees).

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

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

- a) "**Act**" means the means the Real Estate (Regulation and Development) Act, 2016;

b) "**Rules**" means the West Bengal Real Estate (Regulation and Development) Rules, 2021;

c) "**Regulations**" means the Regulations made under the Real Estate (Regulation and Development) Act, 2016;

d) "**Section**" means a section of the Act.

**WHEREAS:**

- A. The Owners hereof are the joint owners having undivided un-demarcated share respectively in ALL THAT piece and parcel of land 9 (nine) Cottahs 4 (four) Chittacks together with structures standing thereon being Municipal premises No. 6, Chakraberia Road (South), Kolkata - 700 025, P.O. and P.S. - Bhawanipore, KMC ward no. 70 (**Said Land**), morefully described in (**Schedule A**) *vide* Purchase Deed(s) dated 14.02.1990 & 11.05.1991, registered at the office of the Additional District Sub-Registrar of Assurance, Kolkata in Book No : I, contains 13 Sheets being Deed No 1879 of the year 1990 & registered at the office of the Additional District Sub-Registrar of Assurance, Kolkata in Book No : I, Volume No 123, Pages from 63 to 89, being Deed No : 7286 of the year 1991.
- B. The Owners have formed a Limited Liability Partnership by the virtue of Partnership Deed dated 22.02.2023 for the development and commercial exploitation of the Said Land by demolishing the existing buildings & structures thereon and for the construction of commercial and residential complex thereon as per sanction of the Building Plan.
- C. The Said Land is earmarked for the purpose of building a commercial and residential complex, comprising G+5 (Ground plus Five) multistoried apartment buildings and the said project shall be known as ' Shanti Deep' (**Project**);
- D. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the said land on which Project is to be constructed have been completed;
- E. The Kolkata Municipal Corporation has granted the Building Permit to develop the Project *vide* approval dated 04.07.2022 bearing no.: 2022080047;
- F. The Promoter has obtained the final layout plan approvals for the Project from Kolkata Municipal Corporation. The Promoter agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with section 14 of the Act and other laws as applicable;
- G. The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at \_\_\_\_\_ no. \_\_\_\_\_; \_\_\_\_\_ under registration.
- H. The Allottee had applied for an Apartment/Commercial Unit in the Project *vide* application no. \_\_\_\_\_ dated \_\_\_\_\_ and has been allotted apartment no. \_\_\_\_\_ having carpet area of \_\_\_\_\_ (\_\_\_\_\_) square feet, built-up area of \_\_\_\_\_ (\_\_\_\_\_) square feet, type \_\_\_\_\_, on \_\_\_\_\_ floor in [Block/Building] no. \_\_\_\_\_ (**Building**) along with parking space *vide* parking no. \_\_\_\_\_ admeasuring \_\_\_\_\_ square feet in the \_\_\_\_\_ (\_\_\_\_\_) in the Project, as permissible under the applicable law and of pro rata share in the common areas (**Share In Common Areas**) as defined under clause (n) of Section 2 of the Act (**Said Apartment and Appurtenances**) morefully described in **Schedule B** and the floor plan of the apartment is annexed hereto and marked as **Annexure II** and marked in colour **RED**;
- 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;
- J. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;
- K. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- L. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment/Commercial Unit and the garage/closed parking (if applicable) as specified in paragraph H;

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

## 1. TERMS:

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 Apartment as specified in paragraph H.

The Total Price (excluding Goods & Service Tax) for the Designated Apartment based on carpet area of the Unit is Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) and Car Parking is Rs. Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) the Other Costs and Deposits Amount is Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) and Taxes of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) aggregating to Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) ("**Total Price**"):

	Block No. _____	Rate of Apartment per square feet (to be derived from amounts as per carpet area).
	Unit No. _____ Type Standard  Floor _____	Rs. _____/-
	Exclusive balcony or verandah	No Separate Charges
	Parking -1	Rs. _____/-
A)	Total Price (in rupees) without Taxes	Rs. _____/- (Rupees _____ only)
A1)	Taxes (The Goods and Service Tax and any other applicable tax on the Total Price shall be payable by the Allottee as per prevalent rates)	As per prescribed rates, currently being ___%, amounting to Rs. _____/- (Rupees _____ only)
B)	Other Costs	
	b1) Transformer Charges & Electricity Charges	Rs. _____/- (Rupees _____ only) + Applicable GST
	b2) Diesel Generator Power Backup- Generator charges for limited back up	Rs. _____/- (Rupees _____ only) + Applicable GST
	b3) Association Formation	Rs. _____/- (Rupees _____ only) + Applicable GST
	b4) Legal and Documentation Charges	Rs. _____/- (Rupees _____ only) + Applicable GST
	b5) Maintenance Charges for 3 Months after CC/OC	Rs. _____/- (Rupees _____ only) + Applicable GST
c)	Deposits	
	c1) Advance Maintenance Charges for 9 Months	
	c2) Interest Free Maintenance Deposit/Sinking Fund	
	c3) Municipal Deposit	

	Total C = C1+C2+C3	
	Total Price in Rupees (A+A1+B+C)	Rs._____/ - (Rupees_____only)

**Explanation:**

- (i) The Total Price above includes the booking amount paid by the Allottee to the Promoter towards the Apartment/Commercial Unit;
- (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 law, and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter) up to the date of handing over the possession of the Apartment/Commercial Unit:  
 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 to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment within 30 (thirty) days from the date of such written intimation. 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 Apartment/Commercial Unit includes: 1) pro rata share in the Common Areas; and 2) \_\_\_\_\_parking space(s) as provided in the Agreement.
- (v) 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 subsequent payments.
- (vi) The Allottee(s) shall make the payment as per the payment plan set out in **Schedule C (Payment Plan)**.
- (vii) The Promoter shall not allow, any rebate for early payments of installments payable by the Allottee.
- (viii) 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 therein in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Allottee. 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.
- (ix) The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy 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 any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within 45 (fortyfive) days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand that from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 of this Agreement.

**Subject to Clause 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the Apartment/Commercial Unit as mentioned below:**

- (i) The Allottee shall have exclusive ownership of the Apartment/Commercial Unit;

- (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share / interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. Further, the right of the Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges as applicable. It is clarified that the promoter shall convey undivided proportionate title in the common areas to the association of allottees as provided in the Act;
- (iii) That the computation of the price of the Apartment/Commercial Unit includes recovery of price of land, construction of not only the Apartment but also the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, fire detection and firefighting equipment in the common areas etc. and includes cost for providing all other facilities as provided within the Project.
- (iv) It is made clear by the Promoter and the Allottee agrees that the Apartment/Commercial Unit along with \_\_\_\_\_ Parking space shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.
- (v) It is understood by the Allottee that all other areas and i.e. areas and facilities falling outside the Project, namely Shanti Deep shall not form a part of the declaration to be filed with the Competent Authority in accordance with the West Bengal Apartment Ownership Act, 1972.
- (vi) The Promoter agrees to pay all outgoings before transferring the physical possession of the apartment to the Allottees, which it has collected from the Allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.
- (vii) The Allottee has paid a sum of Rs \_\_\_\_\_, (**Rupees \_\_\_\_\_ only**) as booking amount being part payment towards the Total Price of the Apartment/Commercial Unit at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment/Commercial Unit as prescribed in **Schedule C (Payment Plan)** 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 for which is payable, he shall be liable to pay interest at the rate specified in the Rules.

## **2. MODE OF PAYMENT**

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through A/c Payee cheque/demand draft or online payment (as applicable) in favor of ' \_\_\_\_\_ ' payable at \_\_\_\_\_.

## **3. COMPLIANCE OF LAWS RELATING TO REMITTANCES**

The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act and Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the 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 statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

The Promoter accepts no responsibility in this regard. 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/remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said apartment applied for herein in any way and the 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/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Promoter may in its sole discretion deem fit and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

#### **5. TIME IS ESSENCE**

Time is of essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the Apartment/Commercial Unit to the Allottee and the common areas to the association of the allottees after receiving the occupancy certificate\* or the completion certificate or both, as the case may be. Similarly, the Allottee shall make timely payments of the installment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in **Schedule C**.

#### **6. CONSTRUCTION OF THE PROJECT**

The Allottee has seen the specifications of the Apartment/Commercial Unit 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 along with any modifications thereto. 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\_\_\_\_\_.

#### **7. POSSESSION OF THE APARTMENT/COMMERCIAL UNIT**

**Schedule for possession of the said Apartment/Commercial Unit:** The Promoter agrees and understands that timely delivery of possession of the Apartment/Commercial Unit is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the Apartment/Commercial Unit on\_\_\_\_\_, unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project (**Force Majeure**). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment/Commercial Unit, 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 (forty five) days from that date. After refund of the money paid by the Allottee, Allottee agrees that he/ she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

**Procedure for taking possession:** The Promoter, upon obtaining the occupancy certificate\* from the competent authority shall offer in writing the possession of the Apartment/Commercial Unit, to the Allottee in terms of this Agreement to be taken within 3 (three) months from the date of issue of such notice and the Promoter shall give possession of the Apartment/Commercial Unit to the Allottee. 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 agree(s) to pay the maintenance charges as determined by the Promoter/association of allottees, as the case may be. The Promoter on its behalf shall offer the possession to the Allottee in writing within \_\_\_days of receiving the occupancy certificate\* of the Project.

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

**Possession by the Allottee:** After obtaining the occupancy certificate\* and handing over physical possession of

the Apartment/Commercial Unit 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 the Allottees or the competent authority, as the case may be, as per the local laws.

**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 (forty five) days of such cancellation.

**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 compensation under this section 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 Apartment/Commercial Unit (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; 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 Apartment/Commercial Unit, with interest at the rate specified in the Rules within 45 (forty five) days including compensation in the manner as provided under the Act. Provided that where 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 Apartment/Commercial Unit.

## **8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER**

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

- (i) The Promoter has the requisite rights to carry out development upon the Said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project;
- (iv) There are no litigations pending before any Court of law with respect to the Said Land, Project or the Apartment/Commercial Unit;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Apartment/Commercial Unit are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Apartment/Commercial Unit and common areas;
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said Apartment/Commercial Unit which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment/Commercial Unit to the Allottee in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment/Commercial Unit to the Allottee and the common areas to the Association of the Allottees;
- (x) 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;
- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
- (xii) No notice from the Government or any other local body or authority or any legislative enactment,

government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project;

(xiii) That the property is not *Waqf* property.

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

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

- (i) Promoter fails to provide ready to move in possession of the Apartment/Commercial Unit to the Allottee within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the apartment shall be in a habitable condition which is complete in all respects;
- (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.

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

- a) 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 penal interest; or
- b) 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 apartment, along with interest at the rate specified 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 specified in the Rules, for every month of delay till the handing over of the possession of the Apartment/Commercial Unit.

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 specified in the Rules.
- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond consecutive months after notice from the Promoter in this regard, the Promoter shall cancel the allotment of the Apartment/Commercial Unit in favour of the Allottee and refund the amount money paid to him by the Allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated.

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

The Promoter, on receipt of complete amount of the Price of the Apartment/Commercial Unit under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Apartment/Commercial Unit together with proportionate indivisible share in the Common Areas within 3 (three) months from the issuance of the occupancy certificate\*. However, in case the Allottee fails to deposit the stamp duty, registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till full and final settlement of all dues and stamp duty and registration charges to the Promoter is made by the Allottee. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies/ penalties imposed by the competent authority(ies).

## **11. MAINTENANCE OF THE SAID BUILDING / APARTMENT / PROJECT**

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of the allottees. The cost of such maintenance has been included in the Total Price of the Apartment/Commercial Unit.

**Interim Maintenance Charges:** On and from the Date of Fit-Out Possession (defined in Clause \_\_\_below),



the Allottee shall pay to the Promoter on actual basis against proper invoice, which amount shall be utilized by the Promoter and/or any interim body formed by the Promoter, for providing day to day upkeep of the Common Portions from the Date of Fit-Out Possession (defined in Clause below) till the date the Said Unit/Apartment is made habitable. It is clarified that the Municipal Charges shall be levied on actual basis separately on proportionate basis.

**Sinking Fund:** The Allottee shall pay to the Developer an amount of Rs\_\_\_\_\_-/- (Rupees\_\_\_\_\_only) per square feet of the Said Unit/Apartment as one time Deposit (**Sinking Fund**) for meeting substantial or emergency maintenance and restoration of the Common Portions and Specified Facilities.

**Common Expenses, Maintenance Charges and Rates & Taxes:** Proportionate share of the common expenses (**Maintenance Charges**) payable to the Promoter described in the **ScheduleC** below (**Common Expenses**) along with Municipal Tax, surcharge, levies, cess etc. (collectively **Rates & Taxes**) from the Date of Possession Notice (defined below), upon payment of the last installment of the Consideration. It is clarified that the Maintenance Charges shall include cost of operation, maintenance, repair and replacement of the Common Portions. On the Date of Possession (defined in Clause \_\_\_ below), the Allottee shall pay to the Promoter a sum @ Rs.\_\_\_\_\_-/- (Rupees\_\_\_\_\_) per square feet of the Said Unit/Apartment, which amount shall be utilized by the Promoter and/or any interim body formed by the Promoter, for defraying Maintenance Charges and Rates & Taxes (**Maintenance Fund**) until the Association is formed for period of one year.

Provided:-

- (i) the Said building may be maintained through the Facility Manager/Association (defined in Clause \_\_\_\_\_ below), in which event all payments shall be made by the Allottee to the Facility Manager/Association; and
- (ii) the supervision of maintenance of the Said building shall be handed over by the Promoter to a body of the Building Co-Owners, which may be a syndicate, committee, body corporate, company or association under the West Bengal Unit/Apartment Ownership Act, 1972 (**Association**), as soon as be practical, so that the Association may deal directly with the Facility Manager.

**Allottee to Pay Maintenance Charges:** The Allottee shall pay Maintenance Charges on the basis of the demand notes to be raised by the Promoter/the Facility Manager/the Association (upon formation), such bills being conclusive proof of the liability of the Allottee in respect thereof. The Allottee further admits and accepts that:

- (i) The Allottee shall not claim any deduction or abatement in the bills relating to Maintenance Charges; and
- (ii) Maintenance Charges shall be subject to variation from time to time, at the sole discretion of the Promoter/the Facility Manager/the Association (upon formation).

## **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, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

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

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

## **14. RIGHT TO ENTER THE APARTMENT FOR REPAIRS**

The Promoter / maintenance agency /association of allottees shall have rights of unrestricted access of all Common Areas and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of allottees and/or maintenance agency to enter into the Apartment/Commercial Unit 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 Shanti Deep (project name), shall be earmarked for purposes such as parking spaces and services including but not limited to electric transformer, if required, 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 allottees formed by the Allottees for rendering maintenance services.

#### **16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT**

Subject to Clause 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment/Commercial Unit at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment/Commercial Unit, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment/Commercial Unit and keep the Apartment/Commercial Unit, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized. The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Apartment/Commercial Unit or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Apartment/Commercial Unit. 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 ALLOTTEE**

The Allottee is entering into this Agreement for the allotment of a/an Apartment/Commercial Unit with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular. That the Allottee hereby undertakes that he/she shall comply with and carry out, from time to time after he/she has taken over for occupation and use the said Apartment/Commercial Unit, all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the Apartment/Commercial Unit/ 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 after the building plan has been approved by the competent authority(ies) except for as provided in the Act.

#### **19. PROMOTER SHALL NOT MORTGAGE OR CREATE CHARGE**

After the Promoter executes this Agreement he shall not mortgage or create a charge on the Apartment/Commercial Unit and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Apartment/Commercial Unit.

#### **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 the State of West Bengal.

#### **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 Sub- Registrar 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 Registrar/Sub-Registrar/ registrar of Assurance 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 Apartment/Commercial Unit, 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 Project shall equally be applicable to and enforceable against any subsequent Allottees of the Apartment/Commercial Unit, in case of a transfer, as the said obligations go along with the Apartment/Commercial Unit for all intents and purposes.

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

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 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.

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

**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 Apartment/Commercial Unit bears to the total carpet area of all the Apartment/Commercial Unit 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 complete 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\_\_\_\_\_after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar. Hence this Agreement shall be deemed to have been executed at\_\_\_\_\_.

**30. NOTICES**

That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be

deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post at their respective addresses specified below:

\_\_\_\_\_ Name of Allottee  
\_\_\_\_\_(Allottee Address)  
M/s \_\_\_\_\_ Promoter name  
\_\_\_\_\_(Promoter 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 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 through the Adjudicating Officer appointed under the Act. *[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 there under.]*

### **34. INTERPRETATION**

In this Agreement, unless the context requires otherwise, the following rules of interpretation shall apply -

- a) References to any statute or statutory provisions or order or regulation made there under shall include that statute, provision, order or regulation as amended, modified, reenacted or replaced from time to time whether before or after the date hereof;
- b) References to person(s) shall include body corporate(s), unincorporated association(s), partnership(s) and any organization or entity having legal capacity;
- c) References to Recitals, Schedules or Annexures are, unless the context otherwise requires, refers to recitals, schedules and annexure of this Agreement;
- d) To the extent to which any provision of this Agreement conflict with its Schedule or any provision of the Application for Allotment or the Allotment Letter, the provision of this Agreement will prevail.
- e) Any reference to a document includes the document as modified from time to time and any document replacing or superseding it.
- f) Unless the context otherwise requires, reference to one gender includes a reference to the other, and words importing the singular include the plural and vice versa.
- g) Reference to the expression 'he', 'his', 'him', 'himself' etc. used in this Agreement shall be construed as 'she', 'her', 'herself' etc. whenever the reference is to female Allottee. These expressions shall be deemed to be modified and read accordingly whenever the Allottee is a body corporate or a partnership firm. The use of singular expressions shall also include plural expressions and masculine includes the feminine gender wherever the context of this Agreement so demands.
- h) Reference to the term "herein", "hereto", "hereunder", "hereof", "hereinafter", "hereinbefore" etc. used in this Agreement shall mean reference to this entire Agreement and not to the particular Clause, Recital or provision in which the said term has been used, unless the context otherwise requires.
- i) References to the words "include" or "including" shall be construed as being suffixed by the term "without limitation".
- j) Any reference to the word 'year' or 'annum' means 12 (twelve) months;
- k) The words 'in writing' or 'written' include any communication sent by registered letter and/or, facsimile

transmission.

- l) The currency amounts are stated in Indian Rupees (INR) unless otherwise specified.
- m) The captions / headings in this Agreement are for easy reading and convenience and are of indicative nature only and in no way define, limit or describe the scope of this Agreement to the intent of any provision hereof. The true interpretation of any matters / passive in this Agreement shall be done by reading the various articles in this Agreement as a whole and not in isolation or in parts or in terms of captions provided.

### **35. CONDITIONS PRECEDENT**

#### **a) Acceptance of Conditions Precedent and Understanding by Allottee:**

The Promoter and the Allottee have accepted and agreed that the following are and shall be the conditions precedent to this Agreement and the Allottee has understood and accepted the under mentioned methodology:

#### **b) Development of Said Land:**

The Promoter is fully entitled to develop the Said Land and Building as per the Sanctioned Plan, including such additions, alterations, modification as may be required with prior approval or intimation to KMC, and the Allottee hereby accepts the same and shall not, under any circumstances, raise any objection or hindrance thereto.

#### **c) Sanctioned Plan and Modifications:**

In pursuance of such intention, the Building Plan of the Said Building has been sanctioned and/or shall further be sanctioned/revised by the Kolkata Municipal Commission (**KMC**).

#### **d) Extent of Title:**

The right, title and interest of the Allottee is limited to the Said Apartment, the Land Share, the Car Parking Space and the Share in Common Portions and the Allottee hereby accepts the same and the Allottee shall not, under any circumstances, raise any claim of right, title and interest any nature whatsoever on any other component or constituent of the Said Building and/or any portion of the Said Premises.

#### **e) Specifications, Amenities, Facilities:**

Providing any Specifications, Amenities, Facilities which are part of the Said Unit/Apartment are more fully described in the **Schedule F** below (**Specifications**) to be payable to the Promoter, at the time of possession / Fit-Out Possession.

### **36. TAX DEDUCTED AT SOURCE (TDS):**

The Allottee is aware that as per the amended Income Tax Act, 1961, any payment made on or after 01.06.2013 for acquisition of any immovable property other than agricultural land is subject to Tax Deduction at Source ("TDS") at the rate of 1% where the aggregate consideration is equal to or more than Rs. 50,00,000/-. As may be applicable, the Allottee has to deduct the 1% TDS as would be informed by the Promoter at the time of actual payment or credit of such sum to the account of Promoter, and within 30 days of such deduction the Allottee shall submit the original TDS certificate to Promoter which shall be a condition precedent to the handover of possession and execution of the Conveyance Deed in favour of the Allottee. The Allottee agrees and undertakes that if the Allottee fails and / or neglects to deduct the TDS or fails to deposit the same with the authorities after such deduction, the Allottee alone shall be deemed to be an assessee in default in respect of such tax and the Promoter shall not be liable for any statutory obligations / liability or non-deposit of such TDS. In case the credit of TDS deducted by the Allottee is not reflected in Form No. 26AS of the Income Tax Act, 1961 and the rules thereunder, and if the original TDS certificate is not submitted by the Allottee to the Promoter then the amount of TDS shall be considered as receivable from the Allottee and handover of the possession of the said Unit/Apartment shall be subject to adjustment/recovery of such amount.

### **37. LEGAL FEES, STAMP DUTY AND REGISTRATION COSTS:**

The cost for drawing this Agreement and all further documents is Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) (**Fee**). That 50% (fifty percent) of the fee shall be paid after allotment of the Apartment for purpose of preparation of this agreement and the balance 50% (fifty percent) shall be paid as per the payment schedule hereunder. That Stamp duty, registration fees and any miscellaneous expense for every instance of registration and all other fees and charges, if any, shall be borne by the Allottee and shall be paid prior to the date of registration. The fee and costs shall be paid by the Allottee to the Promoter. The Legal Advisors shall be

appointed by the Promoter at their own discretion.

### **38. CONSTRUCTION, COMPLETION OF SALE AND FACILITY MANAGER**

#### **a) Quality, Workmanship and Acceptance of Variations etc.:**

The decision of the Promoter along with Architect regarding quality, workmanship and variations, modifications or alterations shall be final and binding on the Allottee. The Allottee hereby consents to the variations, modifications or alterations as may be recommended by the Architect and hereby further agrees not to raise any objection against the Promoter and/or the Architect for making such variations, modifications or alterations

#### **b) No Hindrance/Disturbance:**

The Allottee shall not do any act, deed or thing whereby the construction/development of the Said Unit/Apartment and the Said Parking Space and/or the Said Building is in any way hindered or impeded. The Allottee hereby accepts the above and shall not raise any objection with regard thereto. Any such act of the Allottee leading to detrimental loss of Promoter shall be indemnified by the said Allottee/s.

#### **c) Obligation of Allottee:**

The Allottee shall make all payments and perform all obligations as stipulated in this Agreement and the Allottee shall not, in any way, commit breach of the terms and conditions herein contained. The Allottee shall submit the drawings and designs of interior decoration thereof to the Promoter at or before the Possession for Fit-Out is taken by the Allottee.

### **39. ALLOTTEE'S COVENANTS**

The Allottee covenants with the Promoter (which expression includes the Facility Manager/Association, whenever formed and wherever applicable) and admits and accepts that:

#### **a) Satisfied with Common Portions and Specifications:**

The Allottee upon full satisfaction and with complete knowledge of the Common Portions and also the components taken into consideration the Specifications and all other ancillaries related thereto is entering into this Agreement. The Allottee has examined and is acquainted with the Said building and has agreed that the Allottee shall neither claim any right over any portion of the Said building save and except the Said Unit/Apartment and Appurtenances thereto.

#### **b) Mutation:**

The Allottee shall pay the Rates & Taxes (proportionately for the Said building and wholly for the Said Unit/Apartment from the Date Of Possession and until the Said Unit/Apartment is separately mutated and assessed in favour of the Allottee), on the basis of the bills to be raised by the Developer or the Facility Manager/the Association (upon formation), such bills shall be conclusive proof of the liability of the Allottee in respect thereof. That the mutation & apportionment of the said Unit/Apartment shall be done at the cost of the Allottee by the Promoter or any person appointed by the Promoter and for the same the Allottee shall pay the expenses and fees as may be demanded at that time in favour of the Promoter or person nominated by the Promoter which is separate from all other charges as stated in this Agreement. That the Allottee shall further be liable to pay the proportionate tax of the said Unit/Apartment in favour of the KMC or the concerned appropriate authority. The Allottee further admits and accepts that he/she/it/they shall not claim any deduction or abatement in the bills of the Promoter or the Facility Manager/the Association (upon formation).

#### **c) Allottee's Liability to Complete Fit Out:**

In case of Bare Shell Unit/Apartment, the Allottee hereby undertakes that:

- (i) Allottee will complete the Fit-Out as per the interior plan approved by the Promoter within 12 (Twelve) months from the Date of Fit Out Possession, with a grace period of 3 (three) months and intimate the Promoter about such completion; and
- (ii) in the event, the Allottee is not able to complete the Fit-out, the Promoter shall be entitled to complete the minimum Fit-Out of the Said Unit/Apartment for the purpose of obtaining Completion Certificate from KMC and the Allottee shall reimburse such cost incurred by the Promoter.

#### **d) Allottee to Pay Interest for Delay and/or Default:**

The Allottee shall, without raising any objection in any manner whatsoever and without claiming any deduction or abatement whatsoever, pay all bills including the Consideration and all outgoings, raised by the Promoter/the Facility Manager/the Association (upon formation), within 15 (fifteen) days of presentation

thereof, failing which the Allottee shall pay interest @ 18 % per annum, for the period of delay, computed from the date the payment became due till the date of payment, to the Promoter/the Facility Manager/the Association (upon formation), as the case may be. The Allottee also admits and accepts that in the event such bills remain outstanding for more than 2 (two) months, all common services shall be discontinued to the Allottee and the Allottee shall be disallowed from using the Common Portions. It is clarified that incase the Allottee does not make the payment of such bills along with the interest accrued thereon, for a continuous period of 2 (two) months, the Promoter may take recourse to terminate this Agreement in terms of Clause 12 below.

**e) Promoter's Charge/Lien:**

The Promoter shall have first charge and/or lien over the Said Unit/Apartment And Appurtenances for all amounts due and payable by the Allottee to the Promoter provided however if the Said Unit/Apartment And Appurtenances is purchased with assistance of a financial institution, then such charge/lien of the Promoter shall stand extinguished on the financial institution clearing all dues of the Promoter as applicable.

**40. ALLOTTEE'S OBLIGATION**

The Allottee shall:

- a) **Co-operate in Management and Maintenance:**Co-operate in the management and maintenance of the Said Building by the Promoter /the Facility Manager/the Association (upon formation).
- b) **Observing Rules:**Observe the rules framed from time to time by the Promoter/the Facility Manager/the Association (upon formation) for the beneficial common enjoyment of the Said building.
- c) **Paying Electricity Charges:**Pay for electricity and other utilities consumed in or relating to the Said Unit/Apartment And Appurtenances and the Common Portions, from the Date Of Possession, exclusively.
- d) **Meter and Cabling:**Be obliged to draw electric lines/wires, television cables, broadband data cables and telephone cables to the Said Unit/Apartment only through the ducts and pipes provided therefore, ensuring that no inconvenience is caused to the Promoter or to the other building Co-Owners. The main electric meter shall be installed only at the common meter space in the Said building. The Allottee shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion of the Said building and outside walls of the Said building save in the manner indicated by the Promoter/the Facility Manager/the Association (upon formation).
- e) **Residential Use:**Use the Said Unit/Apartment for residential purpose only. Under no circumstances shall the Allottee use or allow the Said Unit/Apartment to be used for commercial, industrial, religious, political or other non-residential purposes. The Allottee shall also not use or allow the Said Unit/Apartment to be used as a religious establishment, hotel, hostel, boarding house, restaurant, nursing home, club, school or other public gathering place. House Helper shall be used only for residing purpose of maid servant and for no other purpose.
- f) **No Alteration:**Not to alter, modify or in any manner change the
  - (i) elevation and exterior color scheme of the Said Unit/Apartment and the Said building; and
  - (ii) design and/or the color scheme of the windows and grills of the Said Unit/Apartment. In the event it is detected that the Allottee has made any alterations/changes, the Allottee may be penalized to compensate the Promoter/the Facility Manager/the Association (upon formation) (as the case may be) to such amount of damages and compensation as estimated by the Promoter/the Facility Manager/the Association (upon formation) and additional costs for restoring the same to its original state.
- g) **No Structural Alteration And Prohibited Installations:**Not to alter, modify or in any manner change the structure or any civil construction in the Said Unit/Apartment And Appurtenances or the Common Portions or the Said building. The Allottee shall not install any dish-antenna on the balcony and/or windows of the Said building and/or on any external part of the Said building and/or the roof thereof save and except the location designated by the Promoter/the Facility Manager. The Allottee shall also not install any collapsible gate on the main door/entrance of the Said Unit/Apartment. The Allottee accepts that the aforesaid covenants regarding grills, air-conditioners and collapsible gates are for maintaining uniformity and aesthetic beauty of the Said building, which is beneficial to all.
- h) **No Sub-Division:** Not to sub-divide the Said Unit/ApartmentAnd Appurtenances and the Common Portions, under any circumstances.
- i) **No Changing Name:**Not to change/alter/modify the names of the Said building from that mentioned in this Agreement.
- j) **No Nuisance and Disturbance:**Not to use or permit to be used the Said Unit/Apartment or the Common Portions or the Car Parking Space, in such manner or commit any act, which may in any manner cause nuisance or annoyance to other occupants of the Said building and/or the neighboring properties and not make or permit to be made any disturbance or do or permit anything to be done that will interfere with the rights, comforts or convenience of other persons.

- k) **No Storage:**Not to store or cause to be stored and not place or cause to be placed any goods, articles or things in the Common Portions.
- l) **No Obstruction to Developer/ Facility Manager/ Association:** Not to obstruct the Promoter and /Facility Manager/the Association (upon formation) in their acts relating to the Common Portions and not obstruct the Promoter in constructing on other portions of the Said building and transferring or granting rights to any person in any part of the Said building(excepting the Said Unit/Apartment and the Garage/Parking Space).
- m) **No Violating Rules:**Not to violate any of the rules and/or regulations laid down by the Promoter/the Facility Manager/the Association (upon formation) for use of the Common Portions.
- n) **No Throwing Refuse:**Not to throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Portions save at the places indicated therefore.
- o) **No Injurious Activities:**Not to carry on or cause to be carried on any obnoxious or injurious activity in or through the Said Unit/Apartment, the Garage/Parking Space, if any and the Common Portions.
- p) **No Storing Hazardous Articles:**Not to keep or store any offensive, combustible, obnoxious, hazardous or dangerous articles in the Said Unit/Apartment and the Car Parking Space, if any.
- q) **No Signage:**Not to put up or affix any sign board, name plate or other things or other similar articles in the Common Portions or outside walls of the Said Unit/Apartment/Said building save at the place or places provided therefore provided that this shall not prevent the Allottee from displaying a standardized name plate outside the main door of the Said Unit/Apartment.
- r) **No Floor Damage:**Not to keep any heavy articles or things that are likely to damage the floors or install or operate any machine or equipment save usual home appliances.
- s) **No Installing Generator:**Not to install or keep or run any generator in the Said Unit/Apartment and the Garage/Parking Space, if any.
- t) **No Use of Machinery:**Not to install or operate any machinery or equipment except home appliances.
- u) **No Misuse of Water:**Not to misuse or permit to be misused the water supply to the Said Unit/Apartment and/or the Said Complex.
- v) **No Damage to Common Portions:**Not to damage the Common Portions in any manner and if such damage is caused by the Allottee and/or family members, guests, pets or servants of the Allottee, the Allottee shall compensate for the same.
- w) **No Hanging Clothes:**Not to hang or cause to be hung clothes from the balconies/terraces of the Said Unit/Apartment.

#### 41. LETTING OUT AND TRANSFER INFORMATION

If the Allottee lets out or transfers the Said Unit/Apartment And Appurtenances post the handover of Possession, the Allottee shall immediately notify /Facility Manager/the Association (upon formation) with regard to such let-out/Sale. Under such circumstances, a prior intimation with regard to such intention of let-out is required to be served upon the Promoter through the Facility Manager or solely through the Association upon formation. Before any kind of let-out/Sale, the Allottee is required to clear all dues including Maintenance Charges, KMC Taxes, etc. in respect of the Said Unit/Apartment and Appurtenances, that shall be payable to the Promoter /Facility Manager/Association. The Allottee shall further give a written declaration regarding confirmation as to whom the Facility Manager shall claim for the Maintenance Charges after such let-out/Sale.

#### 42. NO OBJECTION TO CONSTRUCTION

Notwithstanding anything contained in this Agreement, the Allottee has accepted and is also satisfied with the Sanctioned Plan to construct/develop the Said building and to construct/develop on other/added portions of the Said Property and hence the Allottee has no objection to the continuance of construction in the other portions of the Said Property/the Said building, even after the Date Of Possession Notice. The Allottee accepts that inconvenience may be suffered by the Allottee due to and arising out of the said construction/development activity. It is clarified that the Other/Added portions shall mean the adjacent premises that may be further added to, integrated and amalgamated with the Said Property in the future, to which the Allottee hereby gives consent.

#### 45. ASSOCIATION AND RULES

- a) Rules of Use: The Said Unit/Apartment And Appurtenances shall be held by the Allottee subject to such rules and regulations as may be made applicable by the Association from time to time.
- b) Restrictions: The Allottee agrees that the Allottee shall use the Said Unit/Apartment And Appurtenances subject to all restrictions as may be imposed by the Association.



#### 46. MISCELLANEOUS

- a) **Indian Law:** This Agreement shall be subject to Indian Laws.
- b) **One Transaction:** This Agreement relates to the transaction recorded and contemplated herein and no other transaction.
- c) **Confidentiality and Non-Disclosure:** The Parties shall keep confidential all non-public information and/or documents concerning the transaction recorded herein, unless compelled to disclose such information and/or documents by judicial or administrative process.
- d) **Partial Invalidity:** If any provision of this Agreement or the application thereof to any circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to other circumstances shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. When any provision is so held to be invalid, illegal or unenforceable, the Parties hereto undertake to use their best efforts to reach a mutually acceptable alternative to give effect to such provision in a manner which is not invalid, illegal or unenforceable. In the event any of the terms and conditions of this Agreement are set-aside or declared unreasonable by any Court of Law or if the Parties take the plea of frustration of contract, the entire Agreement shall not be void and shall continue to subsist to the extent of the remaining terms and conditions and bind the Parties.
- e) **No Claim of Un-Enforceability:** This Agreement is being entered into by the Parties out of free will and without any duress or coercion. Hence, none of the Parties shall have the right to claim un-enforceability of this Agreement.
- g) **Nomination by Allottee with Consent:** The Allottee admits and accepts that before execution and registration of sale deed of the Said Unit/Apartment And Appurtenances but only after expiry of a period of 24 (Twenty Forty) months from the date of this agreement, the Allottee shall be entitled to nominate, assign and/or transfer the Allottee's right, title, interest and obligations under this Agreement on payment of Rs.\_\_\_\_\_/ - (Rupees\_\_\_\_\_ only) per square feet of the aggregate saleable area as nomination charge to the Promoter subject to the covenant by the nominee that the nominee shall strictly adhere to the terms of this Agreement and subject also to the following conditions:

#### 47. ALLOTTEE TO MAKE DUE PAYMENTS

The Allottee shall make payment of all due amounts in terms of this Agreement, up to the time of nomination.

- (i) **Written Permission of Promoter:** The Allottee shall obtain prior written permission of the Promoter regarding such nomination and the Allottee and the nominee shall be bound to enter into an Agreement for Sale and Tripartite Nomination agreement with the Promoter.
- (ii) **Additional Legal Fee:** The Allottee shall pay an additional legal fee of Rs.\_\_\_\_\_/ - (Rupees\_\_\_\_\_) to the Promoter towards the preparation of such nomination documents.
- h) **No Nomination Charges for Parent, Spouse and Children:** Subject to the approval and acceptance of the Promoter and subject to the above conditions, the Allottee shall be entitled to nominate, assign and/or transfer the Allottee's right, title and interest and obligations under this Agreement to parent, spouse and children, without payment of the aforesaid nomination charge. The Allottee admits and accepts that the Allottee shall not nominate or assign the rights under this Agreement save in the manner indicated above.
- i) **Entire Agreement:** This Agreement constitutes the entire understanding between the Parties and supersedes all the terms and conditions as agreed between the Parties prior to execution of this Agreement but does not supersede any document contemporaneously entered into between the Parties.
- j) **Compulsory Registration:** This agreement shall be subject to compulsory registration by Allottee on payment of charges in the manner as provided in this agreement. In case if the Allottee ignores and/or is not willing to have the agreement registered, then the effect of non-registration shall be sole liability of the the Allottee.
- k) **Amendments/Modifications:** No amendment or modification of this Agreement or any part hereof shall be valid and effective unless it is by an instrument in writing executed by all the Parties.
- l) **Reservation of Rights:** No forbearance, indulgence, relaxation or inaction by any Party at any time to require performance of any of the provisions of this Agreement shall in any way affect, diminish or prejudice the right of such Party to require performance of that provision.
- m) **Waiver:** Any term or condition of this Agreement may be waived at any time by the Party who is entitled to the benefit thereof. Such waiver must be in writing and must be executed by the Party or an authorized agent of the Party. A waiver on one occasion will not be deemed to be waiver on a future occasion. Omission or delay on the part of any Party to require due and punctual performance of any obligation by the other Party/Parties shall not constitute a waiver of such obligation and it shall not in any manner constitute a continuing waiver and/or as a waiver of other breaches of the same or other obligations hereunder or as a waiver of any right or remedy that the Party may otherwise have in law or in equity.

#### 48. JURISDICTION

District Judge and High Court: In connection with the aforesaid arbitration proceeding, only the District Judge, South 24 Parganas District and the High Court at Calcutta shall have jurisdiction to entertain and try all actions and proceedings.

**49. STAMP DUTY & SET-FORTH VALUE**

For the purpose of stamp duty valuation, the set forth value is Rs \_\_\_\_\_, arrived at from the Consideration Price in the manner as under:

Consideration Price: Rs. \_\_\_\_\_/-  
 Less Extras & Deposits: Rs. \_\_\_\_\_/-  
 Less GST: Rs. \_\_\_\_\_/-  
 Set-forth value: Rs. \_\_\_\_\_/-

**Schedule A  
(Said Land)**

All that piece and parcel of the land containing an area measuring about 9 cottah 4 chittak more or less of Premises No. 6, Chakraberia Road (South), P.S.: Bhawanipore, Ward No.: 70, Kolkata – 700 025, butted and bounded as follows:

- On the North : By 5A, Mahesh Choudhury Lane, Kolkata,
- On the South : By Chakraberia Road, (South), Kolkata,
- On the East : By 7, Chakraberia Road (South), Kolkata,
- On the West : By Mahesh Choudhury Lane, Kolkata

**Schedule B  
(Said Apartment and Appurtenances)**

- a) Apartment No./Commercial Unit \_\_\_\_ having carpet area of \_\_\_\_\_square feet, type \_\_\_\_\_, on \_\_\_\_\_ floor in the Block/Building No. \_\_\_\_\_, balcony area having\_\_ (\_\_) square feet, terrace area having\_\_(\_\_\_\_\_) square feet, along withservant quarter measuring\_\_ square feet more or less in the Project. The layout of the Said Apartment is delineated in **RED**colour on the Plan annexed hereto and marked as **Annexure I**;
- b) The Land Share, being undivided, impartible, proportionate and variable share in the land underneath the Said Block/Building, as be attributable and appurtenant to the Said Apartment;
- c) The Said Parking Space, being the right to park (.) medium sized car in parking space, admeasuring\_\_\_\_(\_\_\_\_) square feet, in the Project; and
- d) The Share In Common Areas, being the undivided, impartible, proportionate and variable share and/or interest in the Common Areas of the Real Estate Project described in Schedule D below, as be attributable and appurtenant to the Said Apartment, subject to the terms and conditions of this Agreement.

**Schedule C  
(Payment Plan)**

**CONSIDERATION**

**PART - I**

Consideration Money for the Unit along with Car parking (Unit Price)	
GST (based on current prevalent rates)	
Total	

**PART - II**

The mentioned amount in **Part - II** shall be paid at the time of the Possession:

Utility Charges such as DG connection, Electricity etc.	

GST (based on current prevalent rates)	
Total	
<b>Net Total (Part - I &amp; II)</b>	

**(INSTALLMENTS)**

SI.	Total Consideration	Amount to be paid (in Rupees)
1	On Application.	
2	On Allotment (including booking amount).	
3	On Completion of piling.	
4	On Completion of foundation.	
5	On Completion of 3 <sup>rd</sup> floor roof casting.	
6	On Completion of 4 <sup>th</sup> floor roof casting.	
7	On Completion of 5 <sup>th</sup> floor roof casting.	
8	On Completion of brick work of Your Apartment.	
9	On Completion of inside plaster work of Your Apartment.	
10	On Completion of outside plaster work.	
11	On Intimation of Possession for fit out	

**Extras & Deposits:-**

SL.	Total Consideration	Amount to be paid (in Rupees)
I.	Utility Charges such as DG connection, Electricity etc.	
II.	Legal Charges	
III.	Sinking Fund	
IV.	Interest Free Corporation Tax Deposit (IFKMC)	
V.	Interest Free Maintenance Security (IFMS)	
VI.	CESC meter and connection charges (On Intimation of Possession)	
VII.	Stamp duty, Registration Charges, Incidental Expenses, Govt. Taxes and levies, and other charges.	

**GST as applicable**

<b>OTHER IMPORTANT TERMS &amp; CONDITIONS</b>
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Cancellation Charges of Rs_____-/- per square feet + GST as applicable to be deducted if cancelled within 30days of application.
The Company does not undertake and entertain any Cash transactions for any matter.
Nomination charges @ Rs. _____/-square feet + GST as applicable allowed only after 12 months of booking. Lock In Period-12 Months from the date of allotment.
<b>Disclaimer: Taxes both present and future as applicable such as GST shall be paid as and when demanded by the developer. Above Payment Schedule, Terms &amp; Conditions or any other details can be changed altered and / or modified at any time at the sole discretion of the Developer.</b>

**Schedule D  
(Common Areas& Facilities)**

**At \_\_\_\_\_ Ground  
Floor**

- Entry/Exit Gate
- Drive Way
- Multilevel Car Parking
- Diesel Generator

**Others**

- Lifts
- CCTV
- Underground Water Reservoir
- Overhead Tank
- Water Pipe Lines And Other Plumbing Installation
- Pump Room & Motors Installations (Fire & Water)
- Fire Fighting System
- Common Passage/Lobby ofthe Floor on Which the Unit Is Located.
- Staircase of The Complex Along With Their Full And Half Landings With The Stair Covers On The Ultimate Roof.
- Common Toilets and Bathrooms.
- Boundary Walls and Boundary Lights.
- Lights In The Staircase, Lobby, and Other Common Areas.

**Schedule E  
(Common Expenses/Maintenance Charges)**

- a) **Common Utilities:** All charges, costs and deposits for supply, operation and maintenance of common utilities.
- b) **Electricity:** All charges for the electricity consumed for the operation of the common lighting, machinery and equipment of the Said Building.
- c) **Association:** Establishment and all other capital and operational expenses of the Association.
- d) **Litigation:** All litigation expenses incurred for the common purposes and relating to common use and enjoyment of the Common Portions.
- e) **Maintenance:** All costs for maintaining, operating, replacing, repairing, white-washing, painting, decorating, re-decorating, re-building, re-constructing, lighting and renovating the Common Portions as described in 3rd Schedule herein in respect of the Said building including the exterior or interior but not inside any Apartment.
- f) **Operational:** All expenses for running and operating all machinery, equipments and installations comprised in the Common Portions, including lifts, diesel generator set, changeover switch, pump and other common

installations including their license fees, taxes and other levies (if any) and expenses ancillary or incidental thereto and the lights of the Common Portions and the road network.

- g) **Rates and Taxes:** Municipal Tax, Land Revenue Surcharge, Water Tax and other levies for the Said Building save those separately assessed on the Allottee.
- h) **Staff:** The salaries of and all other expenses on the staff to be employed for the common purposes, viz. manager, caretaker, clerk, security personnel, liftmen, sweepers, plumbers, electricians, gardeners etc. including their perquisites, bonus and other emoluments and benefits.
- i) **Fire Fighting:** Costs of operating and maintaining the fire-fighting equipment and personnel, if any.

**Schedule F  
(Specifications, Amenities, Facilities)  
(Which Are Part of the Said Apartment)**

<b>Structure</b>	Earthquake resistant RCC framed construction with infill brick walls.
<b>Wall</b>	Interior: Wall putty / white cement paint.
<b>Outside Walls</b>	High quality weather-proof cement paint.
<b>Doors</b>	Tough timber frames.
<b>Windows</b>	Aluminum sliding window with fully glazed shutter
<b>Stair Case</b>	Stones/ tiles/ marble.
<b>Lift</b>	Passenger lift of reputed make.
<b>Water Supply</b>	24 hours water supply.
<b>Electrical</b>	Conduit lying for electrical main line upto entry point of the unit
<b>Security Amenities</b>	CCTV & Intercom

**IN WITNESS WHEREOF** parties hereinabove named have set their respective hands and signed this Agreement for sale at \_\_\_\_\_ in the presence of attesting witness, signing as such on the day first above written.

\_\_\_\_\_  
**[Owners]**

\_\_\_\_\_

\_\_\_\_\_  
represented by its Partner

\_\_\_\_\_  
**[Promoter]**

\_\_\_\_\_  
**[Allottee]**

**Drafted by:**

F/  
Advocate  
High Court at Calcutta

**Witnesses:**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Father's Name: \_\_\_\_\_

Father's Name: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Receipt and Memo of Consideration**

Received from the within named Allottee the within mentioned sum of **Rs \_\_\_\_\_/- (Rupees \_\_\_\_\_ only)** towards part of the consideration for sale of the Said Apartment, described in **Schedule B** above, in the following manner:

Sl. No.	Mode	Dated	Bank	Amount (Rs.)
1.		_____	____ Bank	Rs. _____ .00
2.		_____	____ Bank	Rs. _____ .00
				<b>Total</b> Rs _____ .00

\_\_\_\_\_

\_\_\_\_\_

represented by its Partner

\_\_\_\_\_  
**[Promoter]**

**Witnesses:**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_

Name: \_\_\_\_\_