

ANNEXURE 'A'

[See rule 9] AGREEMENT

FOR SALE

This Agreement for Sale ("**Agreement**") executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,

**By and Between**

**(1). NEGUS SERVICES PRIVATE LIMITED [PAN No. AABCN5422D]**, a company incorporated under the Companies Act, 1956, having its Registered Office at 18, R.N. Mukherjee Road, 2<sup>nd</sup> Floor, P.O. G.P.O, P.S. Hare street, Kolkata - 700001 and **(2). WITHAL SERVICES PRIVATE LIMITED, (PAN-AAACW4481E)**, a company incorporated under the Companies Act. 1956, having its Regd. Office at 18, R.N. Mukharjee Road, 2nd Floor, P.O. - GPO, P.S.- Hare Street, Kolkata 700001 and **(3). SURUCHI VANIJYA PRIVATE LIMITED [PAN No. AAJCS9904K], a company** incorporated under the Companies Act, 1956, having its Registered Office at 18, R.N. Mukherjee Road, 2<sup>nd</sup> Floor, P.O. G.P.O, P.S. Hare street, Kolkata- 700001, all the Company represented by its **Director, MR. MANOJ KUMAR BUDHIA** and **(4). MR. MANOJ KUMAR BUDHIA [PAN No. AFAPB5130P] [Aadhaar No. 3825 9946 9702]**, son of Late Prabhu Dayal Budhia, by faith - Hindu, by occupation - Business, by Nationality - Indian, residing at 5A, Mukherjee Para Lane, Kalighat, P.O. Kalighat, P.S. Kalighat, Circus Avenue, Kolkata-700026, West Bengal, hereinafter called the "**OWNERS**" (which expression shall unless excluded by or repugnant to the subject or context here of be deemed to mean and include **its** heirs, executors, administrators, representatives, assigns, nominee or nominees and also Successors and Legal heirs).

**AND**

**NITU DEVELOPERS PRIVATE LIMITED [PAN NO. AAECN1633P]**, a Private Limited Company, incorporated under the provisions of Companies Act, 1956, having its Registered Office address at Louhati, Rajarhat, P.O. Louhati, P.S. Rajarhat, Kolkata - 700135, District North 24 Parganas, West Bengal, represented by its Managing Director, **JAMALUDDIN MOLLA [PAN NO. AIYPM1138K], [AADHAAR NO. 426241332212] & [MOBILE NO. 9836048243]**, son of MojambariMolla, by faith - Muslim, by occupation - Business, by nationality - Indian, residing at Louhati, Rajarhat, P.O. Louhati, P.S. Rajarhat, Kolkata - 700135, District North 24 Parganas, West Bengal, hereinafter called and. referred to as the "**PROMOTER**" (which expression shall, wherever the context permits, include its successors in interests and assigns including those of the respective partners).

**AND**

[If the Allottee is a company]

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

[OR]

[If the Allottee is a Partnership]

\_\_\_\_\_, a partnership firm registered under the Indian Partnership Act, 1932, having its principal place of business at \_\_\_\_\_, (PAN \_\_\_\_\_), represented by its authorized partner, \_\_\_\_\_,

(Aadhar no. \_\_\_\_\_) authorized vide \_\_\_\_\_, hereinafter referred to as the "Allottee" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, executors, administrators and permitted assignees, including those of the respective partners).

[OR]

[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]*

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 Real Estate (Regulation and Development) Act, 2016;
- (b) "**Rules**" means the West Bengal Real Estate (Regulation and Development) Rules, 2021
- (c) "**Regulation**" means the Regulations made under the Act and the Rules
- (d) "**Section**" means a section of the Act

## WHEREAS:

- A. **Negus Services Private Limited, M/S Withal Services Private Limited, Suruchi Vanijya Private Limited and Mr. Manoj Kumar Budhia** ("Owners") are the absolute and lawful owners of [Please insert land details as per laws in force] **287.3975 Decimal equivalent to 08 Bigha 13 Cottah 14 Chittak** more or less lying and situated at **Mouza - Bishnupur**, comprised in **R.S. & L.R. Dag Nos. 3842, 3837, 3839, 3840, 3841, 3842, 3843, 3846, 3848, 4080, 4088, 4089, 4091, 4092, 4096, 4097, 4100, 4101, 4102, 4103, 4105, 4106, 4110, 4111, 4112, 4113, 4114, 4115 and 4116**, new **L.R. Khatian Nos. 10967, 10968, 11086, 11723, 11871, 11989, 12120 and 13034**, J.L. No. 44, R.S. No. 126, Touzi No. 173 at present No. 10, within the local limits of **Chandpur Gram Panchayet**, within the jurisdiction of **Rajarhat Police Station**, Pargana Kolikata, under A.D.S.R. Office, Rajarhat, New Town, in the District of North 24-Parganas, Kolkata - 700135 ("Said Land") vide sale deed/ lease deed(s) dated \_\_\_\_\_ registered at the office of the Registrar /Sub-Registrar/ Additional Registrar of Assurance

\_\_\_\_\_ in Book No \_\_\_\_\_  
 \_\_\_\_\_ Voucher No \_\_\_\_\_ Pages from \_\_\_\_\_  
 to \_\_\_\_\_ bearing being No \_\_\_\_\_ of \_\_\_\_\_ the \_\_\_\_\_ year  
 \_\_\_\_\_/

The Owners and the Promoter have entered into **4 (Four) Registered Development Agreement along with Registered Power of Attorney** registered at the office of the Additional Registrar of Assurance I and II and IV, Kolkata and recorded in Book No. 1, Volume No. 1904-2022. Pages from 842219 to 842250 **bearing Deed No. 13185 of the year 2022** and also recorded in Book No. 1, Volume No. 1904-2022. Pages from 842291 to 842350 **bearing Deed No. 13187 of the year 2022** and also recorded in Book No. 1, Volume No. 1902-2022. Pages from 462466 to 462503 **bearing Deed No. 13495 of the year 2022** and also recorded in Book No. 1, Volume No. 1901-2023, Pages from 236544 to 236635 **bearing Deed No. 6070 of the year 2023.**

- B.** The Said Land is earmarked for the purpose of building a [*commercial/residential/any other purpose*] project, comprising \_\_\_\_\_ multistoried apartment buildings and [*insert any other components of the Projects*] and the said project shall be known as '**SUNSHINE GREEN CITY**' ("Project");

Provided that where land is earmarked for any institutional development the same shall be used for those purposes only and no commercial/residential development shall be permitted unless it is a part of the plan approved by the competent authority.

- C.** 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;
- D.** The Zila Parishad, NKDA or any other competent authority [Please insert the name of the concerned competent authority] has granted the commencement certificate to develop the Project vide approval dated bearing no. \_\_\_\_\_;
- E.** The Promoter has obtained the final layout plan approvals for the Project from [Please insert the name of the concerned competent authority]. The Promoter agrees and undertakes that it shall not make any changes to these layout plans except in strict compliance with section 14 of the Act and other laws as applicable;
- F.** The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at \_\_\_\_\_ no. \_\_\_\_; on \_\_\_\_\_ under registration
- G.** The Allottee had applied for an apartment in the Project vide application no. \_\_\_\_\_ dated \_\_\_\_\_ and has been allotted apartment no. \_\_\_\_\_ having carpet area of \_\_\_\_\_ square feet, type \_\_\_\_\_, on \_\_\_\_\_ floor in [tower/block/building] no. ("Building") along with \_\_\_\_\_ garage/closed parking no. \_\_\_\_\_ admeasuring \_\_\_\_\_ square feet in the \_\_\_\_\_ [Please insert the location of the garage/closed parking], as permissible under the applicable law and of pro rata share in the common areas ("Common Areas") as defined under clause (n) of Section 2 of the Act (hereinafter referred to as the "Apartment" more particularly described in Schedule A and the floor plan of the apartment is annexed hereto and marked as Schedule B);
- H.** The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- I.** \_\_\_\_\_  
 [Please enter any additional disclosures/details]
- 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/ Plot] and the garage/closed parking (if applicable) as specified in paragraph G;

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

**1. TERMS:**

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

The Total Price for the [Apartment/Plot] based on the carpet area is Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only ("**Total Price**") (Give break up and description):

Block/Building/Tower no. _____ _____ Apartment no. _____ Type _____ Floor _____	Rate of Apartment per square feet*

\*Provide break up of the amounts such as cost of apartment, proportionate cost of common areas, preferential location charges, taxes etc.

[AND] [if/as applicable]

Garage/Closed parking - 1	Price for 1
Garage/Closed parking - 2	Price for 2

[OR]

Plot no. _____ Type _____	Rate of Plot per square feet

Explanation:

- (i) The Total Price above includes the booking amount paid by the allottee to the Promoter towards the [Apartment/ Plot];
- (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/Plot]:

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/Plot] includes: 1) pro rata share in the Common Areas; and 2)

\_\_\_\_\_ garage(s)/closed parking(s) as provided in the Agreement.

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.

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

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

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.

[Applicable in case of an apartment] 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 forty-five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the 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/ Plot] as mentioned below:

- (i) The Allottee shall have exclusive ownership of the [Apartment/Plot];
- (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/Plot] 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.

It is made clear by the Promoter and the Allottee agrees that the [Apartment/Plot] along with

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

It is understood by the Allottee that all other areas and i.e. areas and facilities falling outside the Project, namely

\_\_\_\_\_ 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

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.

The Allottee has paid a sum of Rs \_\_\_\_\_, (Rupees \_\_\_\_\_ only) as booking amount being part payment towards the Total Price of the [Apartment/Plot] 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/Plot] as prescribed in the 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 favour of '**NITU DEVELOPERS PRIVATE LIMITED**' payable at payable at Kolkata or in the manner mentioned in the said demand/email. Outstation cheques shall not be accepted.

## **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/Plot] 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 ("Payment Plan").

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

The Allottee has seen the specifications of the [Apartment/Plot] 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 concerned authority(ies) 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 Promoters shall constitute a material breach of the Agreement.

#### **7. POSSESSION OF THE APARTMENT/PLOT**

**Schedule for possession of the said [Apartment/Plot]:** The Promoter agrees and understands that timely delivery of possession of the [Apartment/Plot] is the essence of the Agreement. The Promoter, based on the approved plans and specifications, assures to hand over possession of the [Apartment/Plot] 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/Plot], 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. 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/Plot], 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/Plot] 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/Plot]:** Upon receiving a written intimation from the Promoter as per clause 7.2, the Allottee shall take possession of the [Apartment/Plot] 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/Plot] 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/Plot] 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 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/Plot] (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 Promoter 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/Plot], with interest at the rate specified in the Rules within 45 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/Plot].

**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 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 Project;
- (iii) There are no encumbrances upon the said Land or the Project;  
[in case there are any encumbrances on the land provide details of such encumbrances including any rights, title, interest and name of party in or over such land]
- (iv) There are no litigations pending before any Court of law with respect to the said Land, Project or the [Apartment/Plot];
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and [Apartment/Plot] 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/Plot] 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/Plot] 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/Plot] 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/Plot] 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**

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/Plot] 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 Promoter on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

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 penal 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 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/Plot].

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/ Plot] 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/Plot] under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the [Apartment/Plot] 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/Plot].

*[Insert any other clauses in relation to maintenance of project, infrastructure and equipment]*

**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/Plot] 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, garages/closed parking's and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of allottees and/or maintenance agency to enter into the [Apartment/Plot] 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 Basement and Service Areas:** The basement(s) and service areas, if any, as located within the **SUNSHINE GREEN CITY** (project name), shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the association of allottees 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/Plot] 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/Plot], 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/Plot] and keep the [Apartment/Plot], 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/Plot] 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/Plot]. 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 [Apartment/Plot] 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/Plot], all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the [Apartment/Plot]/ 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/Plot/ Building] 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/Plot/Building].

**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/plot/building, 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/Plot], in case of a transfer, as the said obligations go along with the [Apartment/Plot] 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/Plot] bears to the total carpet area of all the [Apartments/Plots] 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)

#### **NITU DEVELOPERS PRIVATE LIMITED**

Louhati, Rajarhat, P.O. Louhati, P.S. Rajarhat,  
Kolkata - 700135, District North 24 Parganas,  
West Bengal

\_\_\_\_\_ (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. JOINTALLOTTEES

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.

*[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.]*

### 34. Additional Terms and Conditions

- 1). That on receiving the full consideration money of the said residential **Bungalow** and all costs of the extra work (if any) from the said **Allottee**, the **Promoter** shall execute a Deed of Conveyance of the aforesaid residential **Bungalow** at in the name of the said **Allottee** and handover the physical and habitable possession of the said residential **Bungalow** to the **Allottee**. All registration cost of the said residential **Bungalow** will be borne by the **Allottee**.
- 2). That the **Allottee** may transfers the said residential **Bungalow e** by way of mortgage or Gift or Sale or in any way whatsoever after paying the full consideration amount of the said residential **Bungalow** to the **Promoter** and also after registration of the said residential **Bungalow e** in the name of the **Allottee**. Unless the Conveyance Deed is executed in favour of the **Allottee** or the total consideration is paid to the owners, the **Allottee** shall not transfer, mortgage or sub – let the possession of the said unit or any part thereof except with the permission of the **Promoter** in writing.
- 3). That the **Allottee** shall pay all expenses for the documents whichever necessary for **his** personal requirement such as Government Pleader Certificate for Non-encumbrances, for valuation Certificate, Search Report from Advocate etc.
- 4). That the **Allottee** shall pay the Panchyat taxes of the said building proportionately from the date of receipt the possession letter from the **Promoter**.
- 5). That the **Allottee** shall pay the cost proportionately to the **Promoter** for installations of New Electric Service line excluding cost of Electric meter.
- 6). If at the time of measurement it is found that the area of the residential **Bungalow** increased in that case the **Allottee** shall pay the said access area as per agreement on the other hand if the measurement of the residential **Bungalow** is found decreased as shown in this Agreement in that case the **Promoter** shall refund the amount of decreased area which will be calculated as per agreement, if any, before Registration at the same rate.
- 7). The said complex shall be known as **SUNSHINE GREEN CITY**, situated at Lauhati, Rajarhat, under Chandpur Gram Panchayet, within the jurisdiction of Rajarhat Police Station, in the District of North 24-Parganas, Kolkatta – 700135. The **Allottees** or the residential **Bungalow** and / or the **Association** shall not be entitled to change the said name under any circumstances whatsoever.
- 8). The **Allottee** shall not raise any objection or interruption to the construction and / or completion of the construction of the said building or any part of portion thereof of the said premises and shall not claim any right whatsoever or howsoever on the neighboring or adjacent units / constructed portions and hereby further agrees that the said unit shall be completed by or through the **Promoter** and by nobody else.
- 9). In the event of any cheque for any amount issued by the **Allottee** being returned dishonoured for any reason whatsoever, the **Allottee** shall be liable to pay a fine of Rs.-----/- (Rupees five hundred only) for every such cheque that is dishonored, in addition to making payment of the amount of the cheque with interest thereon. This shall be without prejudice to the legal rights of the **Promoter** under law (including the Negotiable instruments Act, 1881) as also the other rights of the **Promoter** under this Memorandum.
- 10). If physical possession is taken by the **Allottee** after payment of the Agreed Consideration, Additional Payments. Deposits and other amounts and thereafter the



**Allottee** in any manner delays the execution of the Deed of Conveyance beyond 15 (Fifteen) days from the date of notice by the **Promoter**, then the **Allottee** shall be liable to pay **Holding Charges** of Rs. -----/- (Rupees ----- only) per month for the period of delay. Such liability shall be in addition to and without prejudice to the other liabilities of the **Allottee** as also the other rights of the **Promoter / Confirming Party**, under other provisions of this Memorandum. If such delay continues for 6 (Six) month, then in that event the **Promoter** shall be entitled to cancel/terminate the Memorandum/Allotment.

**11).** Besides the aforesaid rights the **Promoter** shall also be entitled to any other right to which the **Promoter** may be entitled to in law by reason of any default or breach on the part of the **Allottee**.

**12).** Each Parking Space owner shall co-operate with the other car owners for the sake of convenience and on demand hand over the keys of their respective vehicle to the persons/driver of any owner having **his / her / their** car parked at the back side. Further, it will be responsibility of the person demanding the keys to get the keys from the place of the other person whose car has blocked the egress and return the same after taking out **his / her / their** vehicle.

**13).** The **Allottee** shall pay to the concerned Electricity department for installation of **his** individual electric meter.

**14).** In the event of assignment, nomination, alienation, transfer or disposal, the **Allottee** or the assignee, nominee, etc. pays to the **Promoter** the transfer charges of Rs. -----/- (**Rupees -----**) only (hereinafter referred to as '**the Transfer Charges**') and in each case of further nomination if made before the conveyance is executed then similar fee shall become payable in case of such nominations and the **Allottee** and the intervening nominations shall be subject to pre-approval by the **Promoter** who will be entitled to refuse such approval without disclosing reasons therefore.

### **35. ALLOTTEE'S COVENANT**

At or before the execution of this Agreement the **Allottee** hereby confirms that **he** is signing this Agreement with full knowledge of all laws, rules, regulations, notifications, etc., applicable to the Project inter alia the following and the **Allottee** hereby confirms that **he is** fully satisfied **himself** with the following :-

**a)** That the right of the **Allottee** shall remain restricted to the said **residential Bungalow** with proportionate share of the land and properties appurtenant thereto and the open spaces, side spaces and back spaces in the said premises and common spaces / parts / portions / amenities / conveniences as described in the **Schedule '-----' and '-----'** hereunder.

**b)** That the said **residential Bungalow** shall always be used by the **Allottee** only for the purpose of residential.

**c)** The **Allottee** shall keep a sum of Rs. -----/- (**Rupees -----**) + GST with the **Promoter** as **Security money** for observing and performing the covenants as to the outgoing and maintenance. The **Promoter** shall refund the abovementioned **Security money** to the **Allottee** by paying -----% interest per annum.

- d)** The **Allottee** shall pay maintenance charges per month @ **Rs. -----/- +** GST per sq.ft in respect of super built up area of **his residential Bungalow**. The Maintenance Charge shall become payable from the Possession Date.
- e)** As the government is currently charging ----- % GST on the category of Bungalow, now the **Allottee** have to pay -----% GST to the government but if the government increases the percentage of GST in future, then the Allottees will be liable to pay that percentage GST.
- f)** The **Allottee** shall pay regularly and punctually paying the monthly subscription of the Club and user charge for use of facilities at the Said Club, as determined by the **Promoter/Maintenance Authority/Owner's Association**.
- g)** That the **Allottee** and other owners / occupiers of the said building and with the consent of the **Promoter** shall form Society, Association or company for maintaining the said building and the common areas of the said building and shall abide by all laws, bye laws, rules and regulations of such Society or Association, pay proportionately necessary taxes, revenue and other charges related to maintenance charges of the said building and common parts / portions / amenities / conveniences thereof and shall observe and perform all rules and bye laws of such Society, Association.
- h)** Co - operate - with the **Promoter** in the management and maintenance of the premises and formation of the association.
- i)** To observe and perform the rules regulations restrictions from time to time in force for the use and management of the building and in particular the common areas and installations.
- j)** The cost of maintaining, replacing, repairing, white washing painting and decorating the main structure in particularly the common portions of the roof, terrace and structure of the building, main water pipes, water tanks, motor pumps and electrical wire, sewerage, drains, transformer, lift and all other common parts of the fixtures, fittings and equipments in under or upon the building enjoyed or used in common by the **Allottee** and occupier thereof, shall be paid by the said Society, Association.
- k)** The **Allottee** shall be liable and agree to make payment of the proportionate share of maintenance and service charges regularly and punctually to the said Society, Association.
- l)** In the event of any capital expenditure for repairs, maintenance etc. for common purposes the **Allottee** shall be liable to make payment of the proportionate share as shall be determined by the said Society, Association.
- m)** The **Allottee** shall be liable to make payment of the Service tax, Gst, Panchyat taxes and outgoings in respect of **his residential Bungalow** in full.
- n)** The **Allottee** shall have the absolute right to mutate **his** names before local Gram Panchayat and will pay tax / khajna of respective portion to be separately assessed by the Authorities. So long as such **residential Bungalow** of the said building shall not be separately assessed for taxes, the **Allottees** shall pay to the **Promoter / Confirming Party** a proportionate share of the Panchyat Taxes, water tax of any in respect of **his residential Bungalow** of the building.
- o)** The **Promoter / Confirming Party** shall appoint a Caretaker to look after the building and its common amenities till the building is handed over to the Association Society or Company or Bungalow owners of the said Apartment. An amount is to

be paid by Bungalow owners per month to the **Promoter** until the Association, Society is formed, in order to look after the building and its common amenities.

**p)** To permit the **Promoter / Confirming Party** and **its** authorized agent with or without workmen at all reasonable time on notice (except in case of emergency) to enter into space of the **Allottee** to check / view and examine the state and condition on the said space and **his** convenience and for the purpose of cleaning, repairing and keeping in order the sewers, drain, pipes, rainwater pipes, electric cables and conditions.

**q)** Not to deposit, throw, accumulate any rubbish, water, dirt, rage or other refuse in the stair case or any common parts of the building or premises or permit the same.

**r)** Not to display any boarding or signboards on the terrace of the said unit or anywhere also in the said premises.

**s)** To keep the internal portion of the said **residential Bungalow** and every part thereof in good condition so as the support other supporting parts of the building.

**t)** Not to make any addition or alteration in structural work of the **Bungalow** except with the prior written approval and sanction of the local Gram Panchayat or any other appropriate authority/s.

**u)** Not to change the Colour of the front as well as outer portion as well as verandah portion of the **Bungalow** except with the prior written approval of the **Promoter / Association**.

**v)** Not to install any covering grill in the Balcony or in the outside window of the **Bungalow** except with the prior written approval of the **Promoter** and as per design and specifications approved by the **Promoter**.

**w)** Not to decorate the exterior of the building outside than in the manner agreed by the **Owner / Promoter** in writing or in the manner as near as may be in which it was previously decorated.

**x)** Not to commit or permit to be committed any alteration or changes in pipes conducts and other fixtures and fittings services of the building and the said unit.

**y)** Not to use stove or chulas in the stair cases / stairs and other common portions and / or allow smoke to spread and go in common area.

**z)** Not to keep any inflammable goods in the said unit except cooking Gas.

**aa)** Not to allow or permit to be allowed to store any goods articles or things in the staircase landings lobby or other areas of the building.

**bb)** Not to raise any objection in respect of amenities / facilities provided by the **Promoter** in the said building Complex.

**cc)** Not to do any act, deed or thing whereby the **Owner / Promoter** is prevented from selling, assigning or disposing off any other portion or portions of which the **Owner / Promoter** are the only absolute owner, in the said building.

**dd)** To use in common with occupiers and owners of other Bungalows of the building the common areas and facilities as described in the **Schedule '---' & '---'** hereinafter written.

**ee)** To pay for electricity and other utilities consumed in or relating to the said unit.

**ff)** Neither claim any benefit nor oppose to any construction / extension, if made, of the said building by **Owners / Promoter**.

**gg)** Not to raise any objection in respect of the Extra charges borne by the **Promoter** for completing Extra work as per the choice of the **Allottee**.

**hh)** The **Allottees** shall pay to the concerned Electricity department for installation of **his** individual electric meter.

**ii)** Not to claim any right over and in respect of the covered area and common passage on the ground Floor of the said building containing the said Unit or the land open to sky and comprised in the said building and complex (unless otherwise expressly mentioned herein and agreed to be hereby granted to the Allottee) and also not to claim any Ownership right in the common road of the general people who are residing and who will be residing in the adjacent plot / s of the building namely **SUNSHINE GREEN CITY** and roof and the parapet wall of the building and also not to obstruct any development or additional or further construction which may be made thereon or in any part thereof by the **Promoter** or under its authority by the **Promoter** or any other concern as may be agreed upon by the **Promoter**.

**jj)** To use and enjoy the common areas and installations only to the extent required for ingress to and egress from the said unit with materials and utilities.

**kk)** The **Allottee** undertakes and covenants with the **Promoter** not to raise any requisition or objection regarding the building and also installation of Transformer because it is depending on the time schedule framed by concerned Governing Body (WBSEDCL).

**II)** All Unit Allottees at the Project shall be known as '**SUNSHINE GREEN CITY**' shall have common easement rights and all the Unit owners of and in all the Zones and /or Phases of the Project shall have the right to use the approach road and other common areas and facilities (including the Club) comprised the entire project, for which the **Allottee** shall not raise any objection of whatsoever nature.

### **36. ALLOTTEE'S INDEMNITY**

**a)** The proportionate share of the **Allottee** in various matter referred herein shall be such as be determined by the **Promoter** and **Allottee** shall be bound to accept the same notwithstanding the minor variations therein.

**b)** The **Allottee** understands & acknowledges that, during the course of construction of Project shall be known as "**SUNSHINE GREEN CITY**" certain changes, deviations or omissions may be required to be undertaken at the requirement of governmental authorities or certain design changes may be suggested by the Architect appointed by the **Promoter**. Further, job conditions on the Project may require certain changes, deviations or omissions, or **Promoter** may deem that certain changes, deviations, additions or omissions are necessary or are in the best interest of the Project. Any changes, additions, deviations or omissions recommended by the **Promoter**, the Architect or governmental authorities at "**SUNSHINE GREEN CITY**" are hereby authorized by the **Allottee**.

**c)** The decision of the Architects regarding construction, specifications, division of phases, common portions, the quality of materials and the workmanship, calculation of the built-up and super built-up areas of all Bungalows and Bungalow units and other such matters regarding construction shall be final and binding on the **Allottee**.

**d)** Co - operate - with the **Promoter** in the management and maintenance of the premises and formation of the association.

**e)** To observe and perform the rules regulations restrictions from time to time in force for the use and management of the building and in particular the common areas and installations.

- f)** Not to let out or part with possession of the parking space if so independently AND to use the same only for the purpose for which the same is meant for and permitted in terms of this Agreement and for no other purpose whatsoever AND not to make any construction temporary or permanent and not to block the said parking space by keeping any other article.
- g)** Not to do or permit anything to be done which is likely to cause nuisance or annoyance to the occupants of the other Units in the said Building and other Buildings in the Complex.
- h)** Not to do or permit anything to be done which is likely to cause nuisance or annoyance to the occupants of the other Units in the said Block / Phase and other Buildings in the Project.
- i)** Not to carry on or cause to be carried on any obnoxious, injurious, noisy, dangerous, hazardous, illegal or immoral activity in said Unit or the common or the common portions of the said Block / Phase and the common parts and/or any other parts in the said property/ Township Project.
- j)** Save the right of acquire the said Unit and making habitable the same, the **Allottee** shall not have any right, title, interest, claim or demand whatsoever and in respect of the road and the other parts of portions of the said Block / Phase and the said property/ Project and spaces save and except the common portions.

**SCHEDULE "A" ABOVE REFERRED TO  
(Description of the Land and Property)**

**THAT** piece or parcel of Bastu land measuring an area of **287.3975 Decimal equivalent to 08 Bigha 13 Cottah 14 Chittak** more or less lying and situated at **Mouza - Bishnupur**, comprised in **R.S. & L.R. Dag Nos. 3842, 3837, 3839, 3840, 3841, 3842, 3843, 3846, 3848, 4080, 4088, 4089, 4091, 4092, 4096, 4097, 4100, 4101, 4102, 4103, 4105, 4106, 4110, 4111, 4112, 4113, 4114, 4115 and 4116**, new **L.R. Khatian Nos. 10967, 10968, 11086, 11723, 11871, 11989, 12120 and 13034**, J.L. No. 44, R.S. No. 126, Touzi No. 173 at present No. 10, within the local limits of **Chandpur Gram Panchayet**, within the jurisdiction of **Rajarhat Police Station**, Pargana Kolikata, under A.D.S.R. Office, Rajarhat, New Town, in the District of North 24-Parganas, Kolkata - 700135. Being butted and bounded by:

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

**THE SCHEDULE 'B' REFERRED TO**  
**(Bungalow hereby conveyed)**

**ALL THAT** a residential **Bungalow being no. -----, Block - -----**, containing a super built up area of ----- (-----) **Sq. ft.** be the same a little more or less consisting of --- Bed Rooms, -- Drawing cum Dining Space, ----- open Kitchen, ----- Toilets and 1 Balcony with **Vitrified Tiles flooring** and **Lift facility** of the **Multistoried Building** namely **SUNSHINE GREEN CITY'**, situated at Lauhati, Rajarhat, under Chandpur Gram Panchayet, within the jurisdiction of Rajarhat Police Station, in the District of North 24-Parganas, Kolkatta - 700135 and with proportionate share of land and together with common parts and portions of the said more fully and

particularly described in the **Schedule** '-----', '-----', '-----', '-----' & '-----' hereinabove written.

**THE SCHEDULE 'E' ABOVE REFERRED TO**  
**(Construction and finishing Specification)**

<b>1</b>	Structure	RCC Pile foundation.
<b>2</b>	Walls	Brick work will be done with good quality Bricks, all outer walls are 8' thick, main partition walls are 5" thick and all inner walls 3" thick respectively. Brick walls with internal pop finish and external weather proof paint.
<b>3</b>	Flooring	Vitrified tiles in the inside Bungalow. Marble / kota / tiles in the staircase & lobby.
<b>4</b>	Doors	Wooden frames with flash door.
<b>5</b>	Windows	Anodized Aluminum sliding windows with clear glass.
<b>6</b>	Kitchen	Granite counter top with glazed tiles upto 2 feet over counter.
<b>7</b>	Toilets	Glazed tiles upto door height, hot & cold water point with C.P. fittings.
<b>8</b>	Electric	Concealed wiring with copper wire and branded switches.

**Extra Work :** If any extra work be made by instance of the **Purchasers** the charges for the said works will be paid to the **Promoter** by the **Purchasers** herein.

**THE SCHEDULE 'F' ABOVE REFERRED TO**  
**(Common Service Area)**  
**COMMON AREAS COMMON TO THE CO-OWNER**  
**PART – I**

1. Open and / or paths and passages.
2. Space / room for water pump with motor.
3. Staircase lobby and landing.
4. Ultimate Roof / Terrace of the building.
5. Lift.
6. Gymnasium.
7. Swimming pool.
8. Community Hall.
9. Club.
10. Generator.

**COMMON INSTALLATION COMMON TO THE CO-OWNER**  
**PART – II**

1. Drains sewers, Septic tank and pipes from the building to the panchayat duct.
2. Grills railing for staircase.
3. Water pump with motor and water distribution pipe (save those inside any unit).
4. Electrical installations and Electric meter place.
5. Electrical wiring fittings and other accessories for lighting the staircase lobby and other common areas.
6. Water sewerage evacuation pipes from the unit to drains and sewers common to the building.

**(Common Service Area)**

**PART – III**

**1. MAINTAINENCE** : The **Purchaser** shall pay **Rs. -----/-** + GST per sq.ft. in respect of super built up area of **his Bungalow** as maintenance charge. The **Purchaser** shall pay to the **Promoter** the maintenance charges of the said building within **7 (Seven) days** of every month till the formation of the Owner's Association. The Maintenance Charges shall become payable from the Possession Date. The Maintenance Authority / Owner's Association shall be entitled to revise and increase the Maintenance Charges from time to time and the **Purchaser** shall not be entitled to object therein.

**2. OPERATION** : All expenses for running and operating al machinery equipments and installations comprised in the common areas and installations including water pump with motor and including the costs or repairing renovating and replacing the same.

**3. STAFF** : The salaries and all other expenses of the staff to be employed for the common purpose including their bonus and other emoluments and benefits.

**4. ASSOCIATION** : Establishment and all other expenses of the Association including its formation office establishment and miscellaneous expenses.

**5. RESERVES** : All creating of fund for replacement renovation and / or other periodic expenses.

**6. INSURANCE** : Insurance premium, if any, for insuring the building against any damage due to earthquake, fire, lightening, Civil commotion, etc.

**7. OTHERS** : All other expenses and outgoings including litigation expenses as are incurred by the Owner and or the Association for the common purpose.

**THE SCHEDULE 'G' ABOVE REFERRED TO**  
**'AGREED CONSIDERATION'**  
**PART – I**

<b>AGREED CONSIDERATION</b>	<b>Rs. -----</b>
-----------------------------	------------------

**PAYMENT SCHEDULE**  
**PART – II**

The Consideration for the Undivided Share and for construction of the said **Bungalow** as mentioned in Part-I above is to be paid to the **Promoter** as per the following Installment Payment Plan (IPP) in the following manner and the **Purchaser** shall be liable to pay the due payment to the **Promoter** within **7 (Seven) days** from the receipt of demand notice otherwise **he** shall be liable to pay penalty as per **Schedule - ---** of the Agreement Source:-

SL NO.	STAGE OF WORK	PAYMENT
<b>1.</b>	On time of booking / On Agreement	@ 10%
<b>2.</b>	Foundation Casting	@ 10%
<b>3.</b>	Ground Floor Casting	@ 10%
<b>4.</b>	1st Floor Casting	@ 10%
<b>5.</b>	2nd Floor Casting	@ 10%
<b>6.</b>	3rd Floor Casting	@ 10%
<b>7.</b>	4th Floor Casting	@ 10%
<b>8.</b>	Final Roof Casting	@ 10%
<b>9.</b>	Completion of Brick Work & Plaster	@ 10%

<b>10.</b>	Completion of Floor tiles (of the booked Bungalow)	@ 5%
<b>11.</b>	On Possession/ Finishing work	@ 5%

**Additional Payments payable wholly by the Purchaser**  
**Part-III**

**(a).** Sales tax, GST, contract tax, VAT, betterment and / or development charges and any other tax, duty, levy or charge that may be applicable, imposed or charged, if any, in connection with construction or transfer of the said residential **Bungalow** in favour of the **Purchasers**. Any liability arising on account of Service Tax is to be collected by the **Owners / Promoter** from the **Purchasers** and deposited with the competent authority thereof.

**(b).** Stamp duty, registration fee and all other taxes, levy, miscellaneous and other allied expenses relating to the Memorandum, the Deed of Conveyance and all other papers and documents that may be executed and / or registered relating to the said residential **Bungalow** as also the additional stamp duty, additional registration fee, penalty, interest or any other levy, if any, that may be imposed or payable in this regard at any time. **(c).** Charges levied by the **Owners / Promoter** for any additional or extra work done including demolition or any additional amenity or facility provided or any change, additions, alternations or variation made in the said residential **Bungalow** including the costs, charges and expenses for revision of the Plans to the extent if relates to such charges, additions, alterations or variation.

**(d).** SUCH other expenses including printing and stationary as also additional litigation expenses incurred in respect of any dispute with the Municipality, Corporation, Improvement Trust or any other legal authority or the government and with Insurance Company in relating to the same as deemed by the Vendors or the Committee entrusted with the management and upkeep of the said Building.

**(e).** The expenses of maintaining, repairing, replacing, redecorating etc. of the main structure and in particular the gutters and rain water pipes of the building water pipes, sewers line and electric wires in under or upon the building and enjoyed or used by the **Purchasers** in common with the vendor and other occupiers of the other Bungalows and car parking spaces and main entrance, passages, landings and staircases, roof of the building as enjoyed by the **Purchasers** or used by **their** in common as aforesaid and the boundary walls of the building and compound etc. The cost of cleaning and lighting the passage, landing stair case and other parts of the building enjoyed or used by the **Purchasers** in common as aforesaid.

**(f).** The costs of maintaining and decorating the exterior of the building.  
**(g).** The costs and expenses for running operations and maintaining water pump, electric motors etc.  
**(h).** The salaries of the clerks, chowkidars, sweepers, mistry and caretakers etc.  
**(i).** The costs of working and maintenance of other lights and services charges.  
**(j).** The proportionate rates and outgoings in respect of the said residential **Bungalow** which

is otherwise to be borne and paid by its owners.

**(k).** Maintenance of regular water supply to the Bungalows.  
**(l).** Security Deposit & Service charges for sanction of new and separate electric meter from WBSEB / CESC in the name of the **Purchasers**.

**(m).** Formation of the Association for the Common Purpose.



**THE SCHEDULE 'H' ABOVE REFERRED TO**  
**'RIGHTS ON PURCHASER'S DEFAULT'**

- a) Timely payment is the essence of the allotment.
- b) The **Purchaser** shall pay the installments in the manner as laid down in **Part-II** of the **Schedule 'G'** hereto.
- c) The **Promoter** shall issue Notice of Caution / Demand Notice 7 days prior to the date of payment.
- d) In the event if the **Purchaser** fails to pay the installments as mentioned in **Part-II** of the **Schedule 'G'** and in the Caution Notice, the **Purchaser** shall be liable to pay interest @ 12% (twelve per cent) per annum from the date of default / from the due date till the date of payment.
- e) If the **Purchaser** fails / neglects / refuses to pay the installments as well as interest @ -----% (----- per cent) within prescribed time mentioned in the Caution Notice, then the **Purchaser** shall be liable to pay compound interest @ ---% (---- per cent) per annum on and over simple interest of ----% (---- per cent) from the date of default / from the due date till the date of payment.
- f) If the default continues for a period of ---- (-----) months, the **Promoter** may opt for cancellation of the Agreement with condition that the **Promoter** shall realise the simple interest of -----% (----- per cent along with compound interest @ -----% (----- per cent per month and also cancellation charges i.e. -----% (----- per cent of the advance money paid by the **Purchaser** in this Agreement and the balance amount shall be refunded after --- (-----) months from the date of cancellation and thereafter the **Promoter** shall sell the said residential **Bungalow** to any person or persons and for this the **Purchaser** shall not raise any objection for the same.
- g) Any delay or default on the part of the **Purchaser** 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 **Purchaser** and in if the default continues for a period of ---- (-----) months the **Promoter** shall be entitled to cancel the agreement.
- h) The **Purchaser** shall pay maintenance charge @ **Rs. -----/-** per sq.ft. in respect of super built up area of his **Bungalow**. In the event if the **Purchaser** fail to pay the above mentioned maintenance charge, the **Purchaser** shall be liable to pay interest @ -----% (----- per cent) per month from the date of default / from the due date till the date of payment.
- i) If the **Purchaser** fails / neglects / refuses to pay the maintenance charge as well as interest @ @ -----% (----- per cent)) within prescribed time mentioned in the Caution Notice, then the **Purchaser** shall be liable to pay compound interest @ 2% (two per cent) per month on and over simple interest of @ -----% (----- per cent) from the date of default / from the due date till the date of payment.
- j) In case the **Purchaser** fails to pay any amount payable to the Maintenance Authority:- (a) The Maintenance Authority shall be entitled to withdraw maintenance services attached to the unit purchased; (b) The **Purchaser** shall not be entitled to avail any maintenance services; (c) The Maintenance Authority at its option may adjust the unpaid amount from the interest free security deposit.
- k) The **Purchaser** has agreed to regularly and punctually make payment of the said maintenance charges and in' the event of any default of the **Purchaser** in making payment of the maintenance and/or service charges and if such default continues for

a period of ---- (**---- months**) then and in that event without prejudice to any other right which the **Promoter** may have, the **Promoter** shall be entitled to withdraw the maintenance services including water supply /electricity in respect of the said unit and the **Purchaser** specifically consents to such withdrawal of maintenance services including water supply /electricity, etc.

**l)** It is clarified that even the fact of non-acceptance of cancellation by the **Purchaser** due to delayed payments as aforesaid shall always be deemed to be proper cancellation and the **Purchaser** shall not be entitled to challenge or dispute the same.

**m)** In case the **Purchaser** fails to take possession of the **Schedule – D** Unit within the Possession Period, the **Purchaser** shall be liable to pay to the **Promoter** holding charges @ Rs -----/-(Rupees -----) per month ("**Holding Charges**").

**n)** The **Promoter** may at its discretion condone (without being obliged) such delay if the **Purchaser** tenders valid draft for all the amount in arrears along with interest calculated @ @ -----% (----- per cent) per annum and upon the satisfaction of the **Promoter** if the defaults are rectified and the **Purchaser** assures to act and observes the **Purchaser's** obligations terms conditions and covenants. The decision of the **Promoter** shall be final and binding on the **Purchaser** and the **Purchaser** agrees to the same.

**o)** If at any time hereafter there be any imposition of any new tax or levy or fee or charges or if here be any enhancement in any tax or levy or betterment fee on development charges or levies surcharges under any statute rules and regulations on the land comprised in the premises and/or the said Unit and/or the building or complex or on the transfer or construction of the said Unit the same shall be borne and paid by the **Purchaser** to the **Promoter** partially or wholly as the case may be 7 days of deemed without raising any dispute or objection thereto.

**p)** Besides the aforesaid rights the **Owner / Promoter** shall also be entitled to any other right to which the **Owner / Promoter** may be entitled to in law by reason of any default or breach on the part of the **Purchaser**.

**IN WITNESS WHEREOF** the Parties have hereunder set and subscribed their hands and seal on the day, month and year first above written.

**SIGNED, SEALED & DELIVERED**

By the **parties** at KOLKATA

In the presence of :-

1.

2.

**JAMALUDDIN MOLLA**  
As constituted Power of Attorney Holder of M/S NEGUS  
SERVICES PRIVATE LIMITED & M/S WITHAL SERVICES  
PRIVATE LIMITED

-----  
Signature of the **VENDOR**

-----  
Signature of the Signature of the  
**PROMOTERS / Confirming Party**

-----  
Signature of the **PURCHASERS**

**Read over, Explained, Drafted**  
**& Prepared By me as per**  
**documents and information**  
**supplied to me :-**

**Sri. Swapnadip Das,**  
**Advocate.**

6, Old Post Office Street,  
Gr. Floor, Room No. 56

Kolkata - 700 001

☎ 9830168651 ☎

☎ (033) 22481990 ☎

E.Mail : swapnadip\_das@ yahoo.com

**Enrolment no. WB/1782/02**

***Memo of consideration***

**NITU DEVELOPERS PRIVATE LIMITED**, a Private Limited Company, hereby  
received of and from the within named **Purchaser/s, (1)**.

and (2). , within mentioned sum of **Rs.** /-  
**(Rupees** ) only as advance or earnest money as per this  
 Agreement as per Memo below :-

<b>Sl. no.</b>	<b>Dated</b>	<b>Mode of Payment</b>	<b>Amount</b>
<b>1.</b>			
<b>2.</b>			
<b>3.</b>			
<b>4.</b>			
<b>5.</b>			
<b>6.</b>			

**Total : Rs.** /-  
**(Rupees**  
**) only**

**SIGNED, SEALED & DELIVERED**  
**at Kolkata In the presence of :-**

**1.**

**2.**

-----  
 Signature of the **PROMOTERS / Confirming**  
**Party**