

**AGREEMENT FOR SALE (WITHOUT POSSESSION)**

This Agreement for Sale ("Agreement") is executed on this the [\_\_\_\_] day of [\_\_\_\_],  
2023

**BETWEEN**

1. **M/S. AKANKSHIT COMMODITIES PRIVATE LIMITED (CIN - U52100WB2014PTC200828 & PAN - AAMCA5223C)** a Company incorporated under the Companies Act, 1956, having its registered office at Bakrahat Road, Thakurpukur, Post Office – Rasapunja, Police Station – Bishnupur, Kolkata – 700104, South 24 Parganas, West Bengal, represented vide Board Resolution dated..... to its Authorised Signatory Mr. Kaushal Kumar Jha, [PAN:- BQIPJ5352F AADHAAR:- 943358384220], Son of Mr. Shyam Sundar Jha, By

Nationality – Indian, By faith - Hindu, Residing at Kabardanga, Chak Ramnagar, Kolkata (MC), Kolkata, R.C. Thakurani, Kolkata– 700104, West Bengal;

**2. M/s. BHUTORIA CONSTRUCTION PRIVATE LIMITED (CIN - U70101WB1996PTC081135 & PAN - AABC3033G)**, a Company incorporated under the Companies Act, 1956 having its registered office at Bakrahat Road, Thakurpukur, Post Office Rasapunja, Police Station Bishnupur, District 24 Parganas (South), Kolkata-700104, West Bengal, represented by its authorised signatory **Mr. Kaushal Kumar Jha**, working for gain at M/s OM Towers Private Limited [**PAN:** BQIPJ5352F **AADHAAR:** 943358384220], Son of Shyam Sundar Jha, By nationality – Indian, By faith - Hindu, residing at Kabardanga, Chak Ramnagar, Kolkata (MC), Kolkata, R.C. Thakurani, West Bengal – 700104;

**3. M/s. CHARLES COMMERCIAL PRIVATE LIMITED (CIN - U70100WB1996PTC081136 & PAN AABCC2791A)**, a Company incorporated under the Companies Act, 1956 having its registered office at Bakrahat Road, Thakurpukur, Post Office Rasapunja, Police Station Bishnupur, Dist. 24 Parganas(South), Kolkata-700104, West Bengal, represented by its authorised signatory **Mr. Kaushal Kumar Jha**, working for gain at M/s Charles Commercial Private Limited [**PAN:** BQIPJ5352F **AADHAAR:** 943358384220], Son of Shyam Sundar Jha, By nationality – Indian, By faith - Hindu, residing at Kabardanga, Chak Ramnagar, Kolkata (MC), Kolkata, R.C. Thakurani, West Bengal – 700104, hereinafter collectively referred to as **“LANDOWNERS/OWNERS”** (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) of the **FIRST PART:**

**AND**

**M/S. SHIV NIKETAN LIMITED (CIN – U70101WB1996PLC081121 & PAN – AAEC3891G)** a company incorporated under the Companies Act, 1956, having its registered office at Bakrahat Road, Thakurpukur, Post Office – Rasapunja, Police Station – Bishnupur, Kolkata – 700104, South 24 Parganas, West Bengal, represented vide Board Resolution dated..... to its Authorised Signatory **Mr. Kaushal Kumar Jha**, [**PAN:-** BQIPJ5352F **AADHAAR:-** 943358384220], Son of Mr. Shyam Sundar Jha, By Nationality – Indian, By faith - Hindu, Residing at Kabardanga, Chak Ramnagar, Kolkata (MC), Kolkata, R.C. Thakurani, Kolkata– 700104, West Bengal, hereinafter referred to as **“THE LANDOWNER/OWNER / DEVELOPER/PROMOTER”** (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) of the **SECOND PART:**

**AND**

**(1) NAME OF THE ALLOTTEE, [PAN:- \_\_\_\_\_ AADHAAR:- \_\_\_\_\_],**  
Son of \_\_\_\_\_, By Faith - \_\_\_\_\_, By Nationality - \_\_\_\_\_,  
By Occupation - \_\_\_\_\_, residing at \_\_\_\_\_,  
hereinafter referred to as **“ALLOTTEE/ALLOTTEES”** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns) of the **THIRD PART.**

The Owners, Promoter and Allottee/Allottees shall hereinafter collectively be referred to as the **“Parties”** and individually as a **“Party”**.

**WHEREAS**

- A. The said Landowner are the joint, absolute and lawful owners of All that pieces and parcels of land admeasuring about 349.57 Decimals, comprised in R.S. Dag No 365, 377, 380, 388, 389, 391, 392, 393, 394,395, 396, 397, 398 corresponding to L.R. Dag No. 418, 433, 436, 444, 445, 447, 448, 449, 450, 451, 452, 453, 454 under L.R. Khatian Nos. 1255, 1800, 1448, 1401 in Mouza: Nawabad, J.L. No: 19, P.S. Bishnupur, District: South 24 Parganas, Kolkata-700104, West Bengal, by the virtue of title deed Nos. – 6340/2021, 3359/2022, 3360/2022, 3361/2022, 3363/2022, 6324/2009, 6244/2021, 3662/2022, 5850/2014, 5849/2014, 2127/2023, 1875/2023, 3518/2023, 3516/2023, 3514/2023, 3513/2023, 3510/2023, 2128/2023, 3988/2022, 0356/2023, 3358/2022, 3362/2022.
- B. The Landowners and the Promoter have entered into a Joint Development Agreement and Development Power of Attorney Dated 18.07.2023 between the Landowners and the Promoter and registered the same with the District Sub Registrar - IV, Alipore, South 24 Parganas, and recorded in Book No. I, Volume No. 1604-2023, Pages from 302420 to 302477 being Deed No- 160409547 for the year 2023 (“Development Agreement & Development Power of Attorney”) for the purpose of development by the Promoter, a Real Estate Project over the Land.
- C. The Said Property is earmarked for the purpose of building a Residential Project comprising of a multi-storied apartment building and the said project shall be known as “SENIOR ESTATE”. (“Project”) Provided that if any 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.
- D. The Owners and the Promoter are fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Owners to the Said Property and the Promoter’s right and entitlement to develop the Said Property on which inter-alia the Project is to be constructed have been completed.

- E. The Promoter has applied to the Zilla Parishad, South-24 Parganas, West Bengal for Commencement Certificate to develop the project and the same has been approved vide approval dated \_\_\_\_\_ herein permit no. \_\_\_\_\_;
- F. The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project from Concerned Authority i.e., Zilla Parishad, South-24 Parganas, West Bengal vide Building Permit No. \_\_\_\_\_ dated:-
- G. The Promoter has registered the project under the provision of the Act with the Real Estate Regulatory Authority at Kolkata no. \_\_\_\_\_; on \_\_\_\_\_ under registration.
- H. 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, on \_\_\_\_\_ floor on [tower/block/buildng] no. \_\_\_\_\_ along with garage/closed parking no. \_\_\_\_\_ admeasuring \_\_\_\_\_ square feet in the \_\_\_\_\_, 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 collectively referred to as the "Designated Unit" and singularly referred to as the "Apartment" and "Car Parking" more particularly described in Schedule "B" and the floor plan of the apartment is annexed hereto and marked as Annexure A)
- 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/ALLOTTEES hereby agree to purchase the Apartment and the garage/closed parking (if any) i.e. Designated Unit mentioned in Clause H above on ownership basis.

**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 along with Garage/Closed Parking Space (if any) as specified in Paragraph H.

The Total Price for the Apartment including demarcated Car Parking space (if any) i.e., Designated Unit based on the Carpet Area including GST is Rs. \_\_\_\_\_ (“Total Price”):

Apartment Number: Type: Floor:		Rate of Apartment Per SQ. FT.	
	<b>Apartment Cost</b>	<b>GST</b>	<b>Apartment Cost including GST</b>
<b>TOTAL PRICE (In Rupees)</b>			

**Explanation:**

- i. The Total Price above includes the booking amount paid by the allottee to the Promoter towards the Apartment and Garage/Closed Parking Space (if any);
- ii. The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of G.S.T. and Cess or any other similar taxes which may be levied on connection with the construction of the Project payable or will be payable by the Promoter, by whatever name called) up to the date of handing over the physical possession of the Designated Unit to the ALLOTTEE.

Provided that in case there is any change/modification/addition 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/Allottees 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 the Designated Unit includes: - (i) Pro - rata share in the Common Areas and ii) garage/closed parking 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/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 in effect along with the demand letter being issued to the ALLOTTEE/ALLOTTEES, which shall only be applicable on subsequent payments.
- vi. The ALLOTTEE/ALLOTTEES(s) shall make the payment as per the payment plan set out in Schedule C ("Payment Plan").
- vii. The Promoter may allow, in its sole discretion, a rebate for early payments of instalments payable by the Allottee by discounting such early payments @ 6% per annum for the period by which the respective instalment has been preponed. The provision for allowing discount and such rate of discount shall not be subject to any revision/withdrawal, once granted to the Allottee by the promoter.
- viii. It is agreed that the Promoter shall not make any additions and alternations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein as described therein in respect of the Apartment, as the case may be, without the previous written consent of the ALLOTTEE. Provided that the Promoter may make such minor additions or alternations as may be required by the ALLOTTEE/ALLOTTEES, or such minor changes or alternations as per the provisions of the Act.
- ix. The promoter shall confirm to the final carpet area that has been allotted to the ALLOTTEE after the construction of the Building is complete and the Occupation Certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area within the defined limit then the Promoter shall refund the excess money paid by ALLOTTEE/ALLOTTEES within forty five days at the rate prescribed in the Rules, from the date when such an excess amount was paid by the ALLOTTEE. If there is any increase in the carpet area allotted to ALLOTTEE/ALLOTTEES, the Promoter shall demand that from the ALLOTTEE/ALLOTTEES 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 para 1.ii of this Agreement.
- x. Subject to Clause 9 the Promoter agrees and acknowledges, the ALLOTTEE/ALLOTTEES shall have the right to the Apartment as mentioned below:
  - a) The ALLOTTEE/ALLOTTEES shall have exclusive ownership of the Apartment;
  - b) The ALLOTTEE/ALLOTTEES shall also have undivided proportionate share in the Common Areas. Since the share or 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/Allottees to use the common facilities shall always be subject to the timely

payment of maintenance charges and other charges as applicable from time to time. It is clarified that the promoter shall convey undivided proportionate title in the common areas to the association of ALLOTTEE/ALLOTTEES as provided in the Act;

- c) That the computation of the price of the Apartment along with demarcated Car Parking space (if any) 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, and includes cost for providing all other facilities, amenities and specifications to be provided within the Project;
  
- xi. It is made clear by the Promoter and the ALLOTTEE agrees that the Apartment along with garage/closed parking space (if any) 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/ALLOTTEES. It is clarified that Project facilities and amenities shall be available only for use and enjoyment of the Allottee/Allottees of the Project.
  
- xii. It is understood by the Allottee that all other areas and i.e. areas and facilities falling outside the project, namely, **SENIOR ESTATE** shall not form part of the declaration to be filed with the Competent Authority in accordance with the West Bengal Apartment Ownership Act, 1972.
  
- xiii. The Promoter agrees to pay all outgoings before transferring the physical possession of the Designated Unit to the ALLOTTEE/ALLOTTEESs, which it has collected from the ALLOTTEE/ALLOTTEESs, 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 mortgage 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 ALLOTTEE/ALLOTTEESs or any liability, mortgage loan and interest thereon before transferring the Designated Unit to the ALLOTTEE, 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 therefore by such authority or person.
  
- xiv. The ALLOTTEE/ALLOTTEES has paid a sum of **(IN WORDS) [Inclusive of GST]**, as booking amount being part payment towards the Total price of the Designated Unit at the time of application of the receipt of which the Promoter hereby acknowledge and the ALLOTTEE hereby agrees to pay the remaining price of the Designated Unit as prescribed in the Payment Plan **[Schedule C]** 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 prescribed in the Rules.

## **2. MODE OF PAYMENT:**

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the ALLOTTEE/ALLOTTEES 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/bankers cheque or online payment (as applicable) in favour of **M/s. SHIV NIKETAN LIMITED** payable at its office address as more fully described hereinabove.

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

The ALLOTTEE/ALLOTTEES, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendments/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 fulfil its obligations under this Agreement. Any refund, transfer or security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The ALLOTTEE/ALLOTTEES 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/ALLOTTEES 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 Designated Unit 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/ALLOTTEES hereby authorize the Promoter to adjust appropriate all payments made by him/her /them under any head(s) of dues against lawful outstanding of the ALLOTTEE/ALLOTTEES against the Designated Unit, if any, in his/her name and the ALLOTTEE/ALLOTTEES undertake not to object/demand/ direct the Promoter to adjust their 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 as disclosed at the time of registration of the project with the Authority and towards handing over the Designated Unit to the ALLOTTEE/ALLOTTEES and the common areas to the Association of ALLOTTEE/ALLOTTEES(s) or the Competent Authority, as the case may be.



Similarly, the Allottee shall make timely payments of the instalment 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 proposed layout plan, specifications, amenities and facilities of the Apartment and accepted the floor plan, payment plan and the specifications, amenities and facilities [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities. Subject to the terms in this Agreement, the Promoter undertakes to abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the West Bengal Building Rule and shall not have an option to make any variation/alteration/modification in such plans, other than in the manner provided under the law, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

#### **7. POSSESSION OF THE DESIGNATED UNIT:**

Schedule for possession of the said Apartment & demarcated Car Parking (if any) – The Promoter agrees and understands that timely delivery of possession of the Designated Unit, is the essence of the Agreement. The Promoter based on the approved plans and specifications assures to hand over possession of the Designated Unit on **December, 2028** unless there is delay or failure due to war, flood, pandemic, drought, fire, cyclone, earthquake or any other calamity caused by nature affective 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/ALLOTTEES agree that the Promoter shall be entitled to the extension of time for delivery of possession of the Designated Unit, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented the project due to Force Majeure condition, then this allotment shall stand terminated and the Promoter shall refund to the ALLOTTEE/ALLOTTEES the entire amount received by the Promoter from the allotment within 45 days from the date. The promoter shall intimate the ALLOTTEE/ALLOTTEES about such termination at least thirty days prior to such termination. After refund of the money paid by the ALLOTTEE, the ALLOTTEE agrees that he/she/they 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 Designated Unit, to the ALLOTTEE/ALLOTTEES in terms of this Agreement to be taken within 3 months from the date of issue of such notice and the Promoter shall give possession of the Unit to the Allottee. The Promoter agrees and undertakes to indemnify the ALLOTTEE/ALLOTTEES in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The ALLOTTEE/ALLOTTEES, after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/association of ALLOTTEE/ALLOTTEESs, as the case may be, after the issuance of the Completion Certificate for the Project. 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/ALLOTTEES to take Possession of Apartment/Unit** - Upon receiving a written intimation from the Promoter as per para 7.2, the ALLOTTEE/ALLOTTEES shall take possession of the Designated 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 along with demarcated Car Parking space (if any) to the ALLOTTEE/ALLOTTEES. In case the ALLOTTEE/ALLOTTEES fails to take possession with the time provided in para7 such ALLOTTEE shall continue to be liable to pay maintenance charges as applicable.

**Possession by the ALLOTTEE/ALLOTTEES:** - After obtaining the occupancy certificate and handing over physical possession of the Apartment demarcated Car Parking space (if any) to the ALLOTTEE, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of ALLOTTEE/ALLOTTEES or the competent authority, as the case may be, as per the local laws.

**Cancellation by ALLOTTEE-** the ALLOTTEE/ALLOTTEES shall have the right to cancel/withdraw his allotment in the Project as provided in the Act; Provided that where the ALLOTTEE/ALLOTTEES 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/ALLOTTEES in case of any loss caused to them due to defective title of the land on which the project is being developed or has been developed, in the manner as provide under the law and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the Designated Unit (i) in accordance with the terms of this Agreement, or (ii) due to discontinuance of his business as a Promoter on account of suspension or revocation of the registration under this Act, or for any other reason, the Promoter shall be liable, on demand to the ALLOTTEE/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/Designated Unit, with interest at the rate prescribed in the Rules within 45 days including compensation in the manner as provided under the Act.

Except for occurrence of a Force Majeure event, , if the promoter fails to complete or is unable to give possession of the Unit (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 7.1; or (ii) due to discontinuance of his business as a Promoter on account of suspension or revocation of the registration under law, or for any other reason, the Promoter shall be liable, on demand to the ALLOTTEE/ALLOTTEESs, 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 Bungalow, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the law within forty-five days of it becoming due ;

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

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

The Promoter hereby represents and warrants to the ALLOTTEE/ALLOTTEES as follows:

- (i) The Promoter has absolute, clear and marketable title with respect to the said Land; the requisite right 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 Authority to carry out development of the Project;
- (iii) There are no encumbrances upon the said Project
- (iv) There are no litigations pending before any Court of law with respect to the said Land, Project or the Designated Unit;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter 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, Parking 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/ALLOTTEES 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 or parking which will, in any manner, affect the rights of ALLOTTEE/ALLOTTEES under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner, whatsoever, from selling the said Apartment/Parking to the ALLOTTEE/ALLOTTEES 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 Designated Unit to the ALLOTTEE and the common areas to the association of ALLOTTEE/ALLOTTEES(s).
- (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, premium, 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 Designated Unit to the ALLOTTEE/ALLOTTEES within the time period specified in para 7. For the purpose of this clause 'ready **to move in possession**' shall mean that the Designated Unit 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 law or the rules or regulations made thereunder. In case of Default by Promoter under the conditions listed above, ALLOTTEE/ALLOTTEES 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/ALLOTTEES shall have the option to terminate the Agreement in which case the Promoter shall be liable to refund the entire money paid by the ALLOTTEE/ALLOTTEES under any head, whatsoever, towards the purchase of the Designated Unit, along with interest at the rate specified in the Rules within 45 days of receiving the termination notice:

Provided that where any ALLOTTEE does not intend to withdraw from the project or terminate the Agreement, they 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 Unit.

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

- (i) In case the ALLOTTEE/ALLOTTEES fail to make payments for 2 consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued prior notice in that regard, the ALLOTTEE shall be liable to pay interest to the Promoter on the unpaid amount at the rate Prescribed in the Rules.
- (ii) In case of Default by ALLOTTEE/ALLOTTEES under the condition listed above, continues for a period beyond 2 (Two) consecutive months, after notice from the Promoter in this regard, the Promoter shall cancel the allotment of the Unit in favour of the ALLOTTEE and refund the money paid to him by the ALLOTTEE by deducting the booking amount i.e. 10% of the total sale price of the Unit and Car Parking Space plus G.S.T. charges as applicable and the interest liabilities and the cost incurred for registration and of Cancellation Deed, this Agreement shall thereupon stand terminated.
- (iii) The Promoter shall have the option to terminate the Agreement or Allotment in which case the Promoter shall be liable to refund the entire money paid by the ALLOTTEE/ALLOTTEES under any head, whatsoever, towards the purchase of the Designated Unit, along with interest at the rate specified in the Rules within 45 days of giving the termination notice.

#### **10. CONVEYANCE OF THE DESIGNATED UNIT:**

The Promoter on receipt of the complete amount of the Price of the Unit under the Agreement from the ALLOTTEE, shall execute a Deed of Conveyance and convey the title of the Unit together with proportionate indivisible share in the Common Areas with 3 months from the date of issuance of the occupancy certificate.

However, in case the ALLOTTEE fail to deposit the delay payment interest, stamp duty, and/or 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 payment of stamp duty and registration charges to the Promoter is made by the ALLOTTEE/ALLOTTEES. 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 ALLOTTEE/ALLOTTEES. The cost of such maintenance of the Unit upto 01 (one) year from the intimation of handing over the possession to the Allottee has been included in the Total Price of the Unit.

**12. DEFECT LIABILITY:**

It is agreed that in case of any structural defect or any other defect in workmanship, quality or provision of the 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 by writing within a period of 5(Five) years by the ALLOTTEE/ALLOTTEES 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 ALLOTTEE shall be entitled to receive appropriate compensation in the manner 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 said unit on the specific understanding that his/her right to use the common Areas shall be subject to the timely payment of total maintenance charges, as determined and thereafter billed by the maintenance agency appointed or the association of Allottee/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 Allottee/Allottees from time to time.

**14. RIGHT TO ENTER THE APARTMENTS FOR REPAIRS:**

The Promoter/Maintenance Agency/Association of the ALLOTTEE/ALLOTTEES shall have rights of the unrestricted access of all Common Areas, terrace, garages/closed parking, and parking spaces for providing necessary maintenance services and the ALLOTTEE agrees to permit the Association of the ALLOTTEE/ALLOTTEES and/or Maintenance Agency to enter into the Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise with a view to set right any defect.

**15. USAGE:**

Use of Basement and Service Areas: The basement(s) and service areas, if any, as located within the project Senior Estate, 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 etc. and other permitted uses as per sanctioned plans. The ALLOTTEE/ALLOTTEES shall not be permitted to use the service 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 ALLOTTEE/ALLOTTEES formed by the ALLOTTEE/ALLOTTEES for rendering maintenance services.

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

Subject to para 12 above, the ALLOTTEE/ALLOTTEES shall after taking possession, be solely responsible to maintain the Unit at his/her/their own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Unit or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions or change the colour of the Unit and keep the Unit, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized. The ALLOTTEE/ALLOTTEES further undertake, assure and guarantee that he/she/they would not put any sign-board, neon light, publicity material or advertisement material etc. on the façade of the Unit or anywhere on the exterior of the Project, buildings therein or Common Areas. The ALLOTTEE/ALLOTTEES assure that he/she/they may put a nameplate provided that it is in conformity with the font style

provided by the Developer Company. The ALLOTTEE/ALLOTTEES shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows/balcony or carry out any change in the exterior elevation or design including grills and railings. Further the ALLOTTEE/ALLOTTEES shall not store any hazardous or combustible goods in the Unit or any place any heavy material in the common passages of the Project. The ALLOTTEE/ALLOTTEES shall also not remove any wall including the outer and load bearing wall of the Unit and cannot alter the design of the designated Unit and also cannot carry out any commercial activities in the Unit.

The ALLOTTEE/ALLOTTEES shall plan and distribute its electrical load in conformity with the electrical system installed by the Promoter and thereafter the association of ALLOTTEE/ALLOTTEES and/or Maintenance Agency appointed by the Association of ALLOTTEE/ALLOTTEES. The ALLOTTEE/ALLOTTEES 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 the said 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 of the said Unit, all the requirements , requisitions, demands and repairs which are required by any competent authority in respect of the 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(i.e.) and disclosed, except for as provided in the Act. However with the consent of flat owners and approval from statutory authorities, the promoter can do the additional construction or alteration.

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

After the Promoter executes this Agreement, he shall not mortgage or create a charge on the 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 have taken or agreed to take such Apartment.

**20. APARTMENT OWNERSHIP ACT (OR THE RELEVANT STATE ACT):**

The Promoter has assured the ALLOTTEE/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/ALLOTTEES by the Promoter does not create a binding obligation on the part of the Promoter or the ALLOTTEE/ALLOTTEES until, **firstly**, the ALLOTTEE/ALLOTTEES sign and deliver 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/ALLOTTEES and **secondly**, appear for registration of the same before the concerned Additional Sub-Registrar, District Sub-Registrar or Registrar of Assurance, 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 Additional Sub-Registrar, District Sub-Registrar or Registrar of Assurance for its

registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the ALLOTTEE/ALLOTTEES for rectifying the default, which if not rectified within 30(thirty) days from the date of its receipt by the ALLOTTEE/ALLOTTEES, application of the ALLOTTEE shall be treated as cancelled and all sums deposited by the ALLOTTEE in connection therewith after deduction of the 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 Unit/building, as the case may be.

**23. RIGHT TO AMEND:**

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

**24. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/ ALLOTTEES/ SUBSEQUENT ALLOTTEE/ 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 ALLOTTEE/ALLOTTEES of the Unit, in case of a transfer, as the said obligations go along with the 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 [Schedule-C] including waiving the payment of interest for delayed payment. It is made clear and so agreed by the ALLOTTEE that exercise of discretion by the Promoter in the case of one ALLOTTEE shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other ALLOTTEE/ALLOTTEES.

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

**26. SEVERABILITY:**

If any provision of this Agreement be determined to be void or unenforceable under the Act or the Rules and Regulations made there under 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 upon 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 on which the carpet area of the Apartment bears to the total carpet area of all the Apartments 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 Kolkata, West Bengal, after the Agreement is duly executed by the ALLOTTEE and the Promoter or simultaneously with the execution of the said Agreement shall be registered at the office of the District Sub-Registrar, at Alipore, or Additional District Sub-Registrar Bishnupur, or Registrar of Assurances, at Kolkata. Hence this Agreement shall be deemed to have been executed at office of the District Sub-Registrar, at Alipore, or Additional District Sub-Registrar Bishnupur, or Registrar of Assurances, at Kolkata.

**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's Address:

Promoter name: **Shiv Niketan Limited.**

Promoter's Site Address: **Bakrahat Road, Thakurpukur, P.O-Rasapunja, P.S- Bishnupur, Kolkata – 700104, West Bengal**

It shall be the duty of the ALLOTTEE/ALLOTTEES and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement on 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/ALLOTTEES, as the case may be.

**31. JOINT ALLOTTEE/ALLOTTEES:**

That in case there are Joint ALLOTTEE/ALLOTTEES all communications shall be sent by the Promoter to the ALLOTTEE/ALLOTTEES whose name appears first and the address given by him/her which shall for all intents and purposes to consider as properly served on all the ALLOTTEE/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 hereof and the respective rights



and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled by the Adjudicating officer appointed under the Act.

#### **34 Miscellaneous:-**

##### **34.1 NOMINATION/TRANSFER BY THE ALLOTTEE/ALLOTTEES:**

The ALLOTTEE/ALLOTTEES may, only after a period of 18 months from the date of execution of this agreement and that too upon taking prior written consent of the Promoter and against payment of the sum mentioned in clause 34.2 below, in advance to the Promoter, may get the name of his/her nominee substituted in his/her place and in the records of the Promoter as the ALLOTTEE/ALLOTTEES of the Designated Unit. Any such nomination or transfer shall be subject to there being no restriction or prohibition under the laws for the time being in force and shall be at the sole risk and costs of the ALLOTTEE/ALLOTTEES and shall be subject to the terms conditions agreements and covenants contained hereunder which shall thenceforth be observed fulfilled and performed by the nominee. All stamp duty and registration charges, legal fees and charges and other outgoings as may be occasioned due to aforesaid nomination or transfer shall be payable by the ALLOTTEE/ALLOTTEES or its nominee. Any Income Tax (except on the said sum mentioned in clause 34.2 below in respect of the Designated Unit paid to the Promoter as aforesaid) or Goods and Service Tax arising due to any nomination by the ALLOTTEE/ALLOTTEES shall be payable by the ALLOTTEE/ALLOTTEES or its transferee but the Vendor or the Promoter shall have no liability in respect thereof and in case any tax is demanded from the Vendor or the Promoter to which the Vendor or the Promoter may become liable owing to any such nomination or related transactions, the same shall be payable by the ALLOTTEE/ALLOTTEES in advance to the Vendors and/or the Promoter and the Promoter may not give any consent to any such nomination or transfer without such payment. The sum payable by the ALLOTTEE/ALLOTTEES in terms of clause 34.1 above, shall be Rs. 25,000/- (Rupees Fifty Thousand only) for transfer of Nomination of each Designated Unit. The ALLOTTEE/ALLOTTEES shall not be entitled to assign or transfer this agreement for a period of 18 months from the date of execution hereof nor to let out, sell, transfer or part with possession of the Designated Unit at any time until all the amounts, charges, outgoings and dues payable by the ALLOTTEE/ALLOTTEES to the Promoter in respect of the Designated Unit are fully paid up and a "No Due" certificate is obtained by the ALLOTTEE/ALLOTTEES from the Promoter.

##### **34.2 Fittings & Fixtures:**

Except those provided by the Promoter, all fit outs to be put-up, erected and installed at or inside the Designated Unit including the interior decoration shall be done and completed by the ALLOTTEE/ALLOTTEES at its own costs and expenses. In doing and carrying out the said fit out works, the ALLOTTEE/ALLOTTEES shall be obliged to adhere to the following:

- (i) No work shall be commenced before the date of ALLOTTEE/ALLOTTEES taking physical possession of the Designated Unit upon receiving the Notice For Possession/Possession Certificate in terms hereof;
- (ii) All works shall be done and in a good and workman-like manner and without violating any laws, rules or regulations of the Municipality/Panchayat, National Building Code, state laws and regulations of Fire rules and other authorities and with minimum noise and the ALLOTTEE/ALLOTTEES shall ensure that no disturbance or annoyance to the other Co-owners;
- (iii) The ALLOTTEE/ALLOTTEES shall ensure that there shall be no stacking of debris or materials in the common areas including the Common Areas and Installations and there shall be regular clearing of all debris arising out of the Fit Out works;

- (iv) The ALLOTTEE/ALLOTTEES hereby unequivocally and categorically undertakes not to drill, break, maim, hammer or in any way damage or destroy the beams and columns in the floor, ceiling and walls of the Designated Unit.
- (v) The ALLOTTEE/ALLOTTEES have been categorically informed by the Promoter that the construction of the New Building and the Designated Unit has been done by using Reinforced Cement Concrete or Brick and hereby unequivocally agree and undertake that the ALLOTTEE/ALLOTTEES shall not hammer or hit the walls in any manner and to carry out any fittings only by proper drilling and fasteners.
- (vi) The ALLOTTEE/ALLOTTEES shall be responsible for all consequences, losses of lives and property (ies), damage or accidents that may occur due to breach or default on the part of the ALLOTTEE/ALLOTTEES in carrying out any condition and stipulation mentioned herein.

### **34.3 DISHONOUR OF PAYMENT INSTRUMENTS**

In the event of dishonour of any payment instrument(s) or any payment instructions by or on behalf of the ALLOTTEE/ALLOTTEES for any reason whatsoever, then the same shall be treated as a default and the Promoter may at its sole discretion be entitled to exercise any recourse available herein. Further, the Promoter shall intimate the ALLOTTEE/ALLOTTEES of the dishonour of the cheque and the ALLOTTEE/ALLOTTEES would be required to promptly tender a Demand Draft of the outstanding amounts including interest at the Applicable Interest Rate from the due date till the date of receipt by the Promoter of all the amounts including the dishonour charges of Rs. 2000/- (Rupees Two Thousand only) (for each dishonour of cheque). In the event, the said Demand Draft is not tendered within 7 (seven) days then the Promoter shall be entitled to cancel the allotment, subject to provisions hereunder. In the event the ALLOTTEE/ALLOTTEES come forward to pay the entire outstanding amounts, interest and penalty thereof, the Promoter may consider the same at its sole discretion. In the event of dishonour of any cheque, the Promoter has no obligation to return the original dishonoured cheque.

### **34.4 OTHERS:-**

1. In the event of any change in specifications necessitated on account of any forcemajeure events or to improve or protect the quality of construction, the promoter, on the recommendations of the Architect, shall be entitled to effect such changes in the materials and specification provided.

Provided, the promoter shall ensure that the cost and quality of the substituted materials or specifications is equivalent or higher than the quality and cost of materials of specifications mentioned in the schedule.

2. The possession date has been accepted by the allottee. However, if the said apartment is made ready prior to the Completion Date, the allottee undertakes and covenant not to make or raise any objection to the consequent preponement of his/her/their/its payment obligation have been clearly agreed and understood that the payment obligations of the allottee are linked *inter-alia* to the progress of the construction, and the same is not a time linked plan.
3. If due to any act, default or omission on the part of the Allottee, the promoter is restrained from construction of the Project and/or transferring and disposing of

the other Apartments in the project then and in that event without prejudice to the promoter's such other rights, the Allottee shall be liable to compensate and also indemnify the Promoter for all loss, damage, costs, claims, demands, actions and proceedings that may be suffered or incurred by the Promoter.

4. That the Allottee(s) shall not have and/or claim any right of whatsoever nature over the ultimate Roof and Roofs of the Lift Machine Room/ Overhead Tank/ Stair Head Room/ staircase/ of the constructed buildings in the said project **Senior Estate** and the promoter shall have exclusive ownership and right over the same to install Hoardings/ Neon Signs , Bill Board /Advertisements , Telephone Tower, Internet Tower, Solar Power installation machines, making Nursery, Vegetable growing, etc. or any commercial usage on the same or any other façade or terrace of the building or a portion of the boundary wall , landscape, garden etc. and Promoter shall be entitled to all the revenue out of the same. The promoter shall only be liable for the payment of all the necessary charges like electricity consumption etc. and/or any other statutory charges, taxes, levies and outgoings, as may be imposed by the authority /association for the portion or share of the promoter/developer.
5. The payments in the account name as mentioned in Clause 2 shall be continued to be made until instructions to the contrary are given in writing by the Promoter to the ALLOTTEE/ALLOTTEES. All payments shall be made by the ALLOTTEE/ALLOTTEES against proper receipts by the Promoter and the ALLOTTEE/ALLOTTEES shall not be entitled in any manner whatsoever to agree not to set up any oral evidence regarding any payment.
6. The payment of all Extras and Deposits shall be made by the ALLOTTEE/ALLOTTEES to the Promoter before taking physical possession of the Designated Unit and within 21 days of issuance of notice from the Promoter demanding the same. In case, on the date of the Promoter issuing the Notice for Possession/Possession Certificate, the liability on any head cannot be reasonably quantified then the Promoter shall be entitled to ask for payments on such head provisionally subject to subsequent accounting and settlement. Nothing contained above shall affect or derogate the right of the Promoter to claim any Extra or Deposit at any time after the delivery of possession in case the liability for the same arises or is crystallized thereafter or in case the Promoter deliver physical possession of the Designated Unit without receiving the same and the ALLOTTEE/ALLOTTEES shall be liable to pay all such amounts within 21 days of issuance of notice from the Promoter in this behalf.
7. The Tax Deducted at Source (TDS) under the Income Tax (If Applicable) Laws shall be deducted by the ALLOTTEE/ALLOTTEES on the consideration payable to the Promoter and the same shall be deposited by the ALLOTTEE/ALLOTTEES to the concerned authority within the time period stipulated under law, The Promoter shall not be liable in any manner whatsoever, in case of default on the part of the ALLOTTEE/ALLOTTEES in depositing such TDS.

8. The Promoter has been empowered and authorized under the Joint Development Agreement to receive the entire consideration and also all Extras and Deposits from the ALLOTTEE/ALLOTTEES and the ALLOTTEE/ALLOTTEES have satisfied themselves about such rights of the Promoter.
9. **FORCE MAJEURE:**  
The obligations of the parties are subject to standard Force Majeure conditions (and nothing else) as set out hereunder:  
If at any time during the continuation of the contract, the performance in whole or in part of any obligation of either party under the contract shall be prevented or delayed only by reason of any war, floods, earth quake, pandemic, air raid or any other act of God or restriction of any authority or Government or statutory body or Court (hereinafter referred to as "Events"), neither party shall by reason of such event, be entitled to terminate the contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance, and the performance under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist.
10. The promoter shall hand over the copy of Completion Certificate of the Apartment, as the case may be, to the ALLOTTEE/ALLOTTEES at the time of registration of the Deed of Conveyance and/or on the date of the giving hand over of the designated unit, whichever comes later.
11. Subject to clause 17.(Additional Construction)  
The Promoter shall have the exclusive ownership and usage right over the roof of the project Senior Estate for any kind of electric generation through solar, wind or for any other renewable sources or giving the roof on rent, lease, license etc. for electric generation and or for putting hoarding, internet tower or mobile tower and/or for any other commercial use. The profit to be gained by it (if any) after deduction of the cost of construction, erection, building, maintenance, operation or any expenses etc. to be used by the Promoter/ developer for roads, boundaries or any other infrastructural maintenance works as the Promoter deems fit and necessary. The flat owners shall not have any right of ownership or usage or operational or any kind of say in it. The promoter reserves the right to sell/transfer the roof to any person or association as it deems fit and necessary. The promoter shall have all the access to common areas and in particularly for usage and enjoyment of the roof of the project **"SENIOR ESTATE"** without any kind of hindrance from apartment owners or their association.

**SCHEDULE A**

**[SAID PROPERTY]**

All that pieces and parcels of land admeasuring about 349.57 Decimals, comprised in R.S. Dag No 365, 377, 380, 388, 389, 391, 392, 393, 394,395, 396, 397, 398 corresponding to L.R. Dag No. 418, 433, 436, 444, 445, 447, 448, 449, 450, 451, 452, 453, 454 under L.R. Khatian Nos. 1255, 1800, 1448, 1401 in Mouza: Nawabad, J.L. No: 19, P.S. Bishnupur, District: South 24 Parganas, Kolkata-700104, West Bengal and butted and bounded as follows:

**On the North:** R.S. Dag No. 397(P), 398(P), 363(P);

**On the South:** R.S. Dag No. 377(P), 380(P);

**On the East:** R.S. Dag No. 377(P), 393(P), 394(P), 395(P), 396(P), 397(P);

**On the West:** R.S. 377(P), 365377(P), 363377(P).

**SCHEDULE - "B"**

**(DESIGNATED APARTMENT)  
(UNDERCONSTRUCTION)**

ALL THAT the residential flat being Unit No. \_\_\_\_\_, containing more or less a Carpet Area of \_\_\_\_\_ **square feet** and Super Built Up Area of \_\_\_\_\_ **square feet** on the \_\_\_\_ Floor of the Building Complex namely: **"SENIOR ESTATE"** at the said premises and shown in the Unit Plan annexed hereto duly bordered thereon in "RED"

**DESIGNATED CAR PARKING SPACE (IF ANY)**

ALL THAT the demarcated Car Parking space bearing No. \_\_\_\_\_ admeasuring \_\_\_\_\_ square feet situated within the Building Complex namely **"SENIOR ESTATE"** at the said premises and shown in the Plan annexed hereto duly bordered thereon in "RED"

**SCHEDULE – “C”**

**PAYMENT PLAN FOR “TOTAL PRICE”**

The said total consideration of **Rs.** \_\_\_\_\_ (Including GST) shall be paid by the Allottee/Allottees to the Promoter in instalments as follows:

**ANNEXURE- A**

<b>Sl. No.</b>	<b>EVENT</b>	<b>Amount (in ( Rupees) (Excluding GST)</b>	<b>Amount (in Rupees) (GST)</b>	<b>Amount (in Rupees) (Including GST)</b>
1	Advance Application/Booking Money			
2	Application/Booking Money (10% of the total sale price) minus Advance Application/Booking Money			
3	10% of Flat including demarcated Car Parking space (if any) at the time of registration of Sale agreement hereof;			
4	10% of Flat including demarcated Car Parking space (if any) as further earnest money on the completion of Piling of the Designated Block;			
5	10% of Flat including demarcated Car Parking space (if any) as further earnest money on the completion of Ground floor of casting of the Designated Block;			
6	10% of Flat including demarcated Car Parking space (if any) as further earnest money on the completion of 3 <sup>rd</sup> floor of casting of the Designated Block;			
7	10% of Flat including demarcated Car Parking space (if any) as further earnest money on the completion of 6th floor of casting of the Designated Block;			
8	10% of Flat including demarcated Car Parking space (if any) as further earnest money on the completion of 9th floor of casting of the Designated Block;			
9	10% of Flat including demarcated Car Parking space (if any) as further earnest money on the completion of 12th floor of casting of the Designated Block;			

10	5% of Flat including demarcated Car Parking space (if any) as further earnest money on the completion of the brick or wall of the Designated Unit;			
11	5% of Flat including demarcated Car Parking space (if any) as further earnest money on the completion of the flooring work of the Designated Unit;			
12	5% of Flat including demarcated Car Parking space (if any) as further earnest money on the completion of POP and electrical fittings of the Designated Unit;			
13	5% of Flat including demarcated Car Parking space (if any) as earnest money before Hand Over of the unit			
<b>TOTAL</b>				

**ANNEXURE - B**

<b>Sl. No.</b>	<b><u>Other Charges</u></b>	<b>Amount (in Rupees) (Excluding GST)</b>	<b>Amount (in Rupees) (GST)</b>	<b>Amount (in Rupees) (Including GST)</b>
<b>1</b>	Stamp Duty			
<b>2</b>	Registration Charges			
<b>3</b>	Other Taxes, Duties & Utility Charges			

**PAYMENT SCHEDULE OF OTHER CHARGE**

<b>Sl. No.</b>	<b><u>Other Charges</u></b>	<b>PAYMENT SCHEDULE</b>
<b>1</b>	Stamp Duty	As and when demanded by the Company
<b>2</b>	Registration Charges	As and when demanded by the Company
<b>3</b>	Other Taxes, Duties and Utility Charges	As and when demanded by the Company
<b>4</b>	Maintenance Deposit for @ 24/- Per SQ.FT.	As and when demanded by the Company

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**Signature of the Allottee/Joint Allottee/Allottees SCHEDULE – “D”**  
**SPECIFICATION FOR THE APARTMENT**

**EXTERNAL**

1. Structure: Reinforced Concrete Cement Structure or Brick Structure
2. Finishing of external walls with cement plaster and Acrylic / cement paint.
3. All gates, internal roads and boundary as per specifications laid down by the Architect.
4. All electrical installations including transformers, switchgears, cabling, etc. as per specifications laid down by the Electrical Consultant/ Architect.
5. All Firefighting installation including reservoirs, pumps, sprinklers, pipelines as per specifications laid down by the Fire Consultant/ Architect.
6. Plumbing works including Overhead Water tanks, Water supply line, sewerage and drains.
7. All other common infrastructure including Solar Power and other renewable power generation installations as per specifications laid down by the Architect.
8. Landscaping of all common open areas as per design approved by the Architect.
9. All other works including waste management to be carried out as per the guidelines laid down by the Environment Department and such other Governments departments or as suggested by the Architect

**INTERNAL**

**1. Internal Walls:**

- RCC 4 inches thick

**2. Internal Finish:**

- POP finish for the apartments POP with paint finish for common areas

**3. Flooring:**

- Interiors – Vitrified Tiles or any other similar
- Entrance lobby of each Block –Vitrified Tiles or any other similar
- Floor lobby –Vitrified Tiles or any other similar □ Lift Fascia –Vitrified Tiles or any other similar

**4. Kitchen:**

- Counter – Granite / Marble / Stone with stainless steel sink
- Dado - Ceramic Tiles above counter or any other similar
- Electrical points for Refrigerator, Water Purifier, and Microwave

**5. Toilet:**



- Tiles for floor or any other similar
- Walls –Tiles on the walls
- Sanitary ware of reputed brand
- Chrome plated fittings of reputed brand
- Electrical point for geyser and exhaust fan
- Plumbing provision for Hot/Cold water line in shower

**6. Doors & Windows:**

- Main Door – Flush Door with laminate finish (outer side) or any other similar
- Internal Doors –Flush doors or any other similar
- Windows – Aluminium sliding windows or any other similar

**7. Electricals:**

- Provision for AC points
- Provision for Cable TV, telephone
- Plug points in all bedrooms, living/dining, kitchen and toilets
- Concealed wiring with DB of reputed brand
- Doorbell point at the main entrance door
- Modular switches of reputed brand

**8. Lifts:**

- Elevators of reputed make

(All above specifications, facilities & amenities are tentative and may change as required by Architect & Developer and appropriate for the project)

**SCHEDULE - "E"**

**SPECIFICATION, AMENITIES AND FACILITY OF THE PROJECT "SENIOR ESTATE"**

1. Lobby, Staircases, landings and passage with pvc / upvc / aluminium / grill / glass panes and stair-cover on the ultimate roof of the Project.
2. Concealed Electrical wiring and fittings and fixtures for lighting the staircase, common areas, lobby and landings and operating the lift of the Project.
3. Lifts with all machineries, accessories and equipment (including the lift machine room, if any) and lift well for installing at the Project.
4. Electrical Installations with the main switch and meter and space required therefore in the Project.
5. Overhead water tank with water distribution pipes from such overhead. The designated area of the Ultimate water tank connecting to the different Units of the Project.
6. Water supply system with Underground water reservoir, water pump with motor with water distribution pipes to Overhead water tanks of Buildings of the Project.
7. Landscape Area of the Project.
8. Water waste and sewerage evacuation pipes and drains from the Units to drains and sewers common to the Project and ultimately to the Municipal Drains.
9. DG Set, its Panels, accessories and wiring and space for installation of the same of the Project.
10. Such other areas, installations and/or facilities as the Developer may from time to time specify to form Part of the Common Areas and Installations of the of the Project.

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

**SIGNED AND DELIVERED BY THE WITHIN NAMED:  
ALLOTTEE/ALLOTTEES: (including joint buyers)**

(1) Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_

(2) Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_

Please Affix  
Photographs and  
Sign across the  
photograph

Please Affix  
Photographs and  
Sign across the  
photograph

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

**Promoter:**

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_

**(As a Constituted Attorney of  
M/s. BHUTORIA CONSTRUCTION PVT. LTD.  
M/s. CHARLES COMMERCIAL PVT. LTD.  
M/s. AKANKSHIT COMMODITIES PVT. LTD.)**

Please Affix  
Photographs and  
Sign across the  
photograph

At \_\_\_\_\_ on \_\_\_\_\_ in the presence of:

**WITNESSES:**

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_

Signature \_\_\_\_\_  
Name \_\_\_\_\_  
Address \_\_\_\_\_

**MEMO OF CONSIDERATION:**

RECEIVED of and from within named ALLOTTEE/ALLOTTEES the within mentioned sum of **Rs.**\_\_\_\_\_ ( \_\_\_\_\_ ) being earnest money out of the full consideration money as per Memo below:-

**MEMO**

<b>Sl. NO.</b>	<b>Cheque No.</b>	<b>Date</b>	<b>Bank</b>	<b>Amount (Rs.)</b>
<b>1</b>				
<b>2</b>				
<b>Total ( )</b>				

**WITNESSES:**

- 1.
- 2.

\_\_\_\_\_  
**Signature of the PROMOTER**

Drafted by me:

Advocate