

AGREEMENT FOR SALE (WITHOUT POSSESSION)

This Agreement for Sale ("Agreement") is executed on this [___] day of [_____], 2023

BY AND BETWEEN

OWNER/OWNER:

M/s. SHIV NIKETAN LIMITED, a company incorporated under the Companies Act, 1956 having its registered office at Bakrahat Road, Thakurpukur, Post Office Rasapunja, Police Station Bishnupur, Dist. South 24 Paraganas Kolkata-700104 having CIN U70101WB1996PLC081121 AND PAN AAEC3891G, represented by its authorised signatory **Mr. Kaushal Kumar Jha** working for gain at M/s Shiv Niketan Limited [**PAN:** BQIPJ5352F **AADHAAR:** 9433 5838 4220] 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 authorised vide Board Resolution dated 31st December, 2020 hereinafter referred to as **“THE VENDOR/OWNER/DEVELOPER/OWNER”** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors or successors-in-office/interest and/or assigns) of the **FIRST PART:**

AND

ALLOTTEE:

1. _____, son of _____, having (**PAN** _____ and **AADHAAR No.** _____), by Faith – Hindu, By Nationality – Indian, By Occupation – Business, residing at _____ hereinafter called and referred to as the **“ALLOTTEE”** (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors or successors-in-office/interest and/or assigns)

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

WHEREAS:

- A. By and through a registered deed of Conveyance dated 10th June 2009, registered before the Additional District Sub-Registrar Bishnupur, South 24 Parganas and recorded in Book No 1, C.D Volume No. 11, Pages from 1632 to 1649, being No. 03181 for the year 2009 the vendor therein namely Sri Somnath sold, conveyed and transferred **ALL THAT** piece and parcel of land

admeasuring 50 decimals, a little more or less comprised in R.S Dag No. 4702 corresponding to L.R Dag No. 4712 under R.S. Khatian No. 1076/1 corresponding to L.R. Khatian No. 3775, lying and situate at Mouza – Rasapunj, District – 24 Parganas (S), P.S. – Bishnupur, under the Rashapunj Gram Panchayet, Pincode - 700104 to Shiv Niketan Limited.

- B. The Said Land is earmarked for the purpose of building a residential space along with car parking areas, the said project shall be known as **GEMS TOWER**. (“Project”)
- C. The Owner is fully competent to enter into this agreement and all the legal formalities with respect to the right, title and interest regarding Said Land and the Owner’s right and the entitlement to develop the said property on which inter alia the project is to be constructed have been completed.
- D. The Owner has applied to the Zilla Parishad, South 24 Paraganas, West Bengal for the Commencement Certificate to develop the project Gems Tower and same is approved vide its commencement letter dated 16/11/2017 with the permit No. 760/ZP/Engg/ BP/17.
- F. The Owner has obtained the final layout plan, sanctioned plan, specifications and approvals for Residential Apartment along with designated Car Parking (if any) from the Concerned Authority, i.e, Zilla Parishad, South 24 Paraganas, West Bengal vide Building Permit No._____
- G. The Owner has registered the Project under the provisions of Real Estate (Regulation and Development) Act, 2016 and West Bengal Real Estate (Regulation and Development) Rules, 2021 on _____ under Registration No._____
- H. The ALLOTTEE/s had applied for an apartment along with demarcated Car parking space (if any) in the Project vide Application No. _____ dated _____ and has been allotted Apartment no _____ on the _____ Floor, being type _____ having Carpet Area of _____ (**“Designated Apartment”**) including demarcated Car Parking space (if any) as permissible under the Applicable law and pro rata share in the common areas (Common Area) as defined under clause (n) of Section 2 of the Act (hereinafter collectively referred to as the “Designated Unit/Unit” more particularly described in Schedule “B”)

- I. The Parties have gone through all the terms and conditions, covenants set out in this Agreement and understood the mutual rights and obligations detailed herein.
- J. The descriptions of specifications and amenities, facilities, structure are morefully mentioned in SCHEDULE D and E hereunder.
- K. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to this Project;
- L. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.
- M. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the ALLOTTEES hereby agree to purchase the Apartment including demarcated Car Parking space (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 Owner agrees to sell to the ALLOTTEE and the ALLOTTEE hereby agrees to purchase the Designated Unit along with demarcated Car 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.
	Apartment Cost	GST Apartment Cost including GST
TOTAL PRICE (In Rupees)		

Explanation:

- i. The Total Price above includes the booking amount paid by the Allotees to the Owner towards the Designated Unit including demarcated Car Parking space;
- ii. The Total Price above includes Taxes (consisting of tax paid or payable by the Owner by way of G.S.T. and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Owner, by whatever name called) up to the date of handing over the possession of the Residential Space to the ALLOTTEES and the project to the association of ALLOTTEES or the competent authority, as the case may be, after obtaining the completion certificate;
 Provided that in case there is any change/modification in the taxes, the subsequent amount payable by the ALLOTTEES to the owner shall be increased/reduced based on such change/modification;
- iii. The Owner shall periodically intimate in writing to the ALLOTTEES, the amount payable as stated in (i) above and the ALLOTTEES shall make payment demanded by the Owner within the time and in the manner specified therein. In addition, the Owner shall provide to the 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 apartment includes:-

Pro - rata share in the Common Areas and the total price is escalation-free, save and except increases which the ALLOTTEES 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 ALLOTTEES 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 ALLOTTEES, which shall only be applicable on subsequent payments.

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

The Owner may allow, in its sole discretion a mutually agreed discount between the ALLOTTEE and the owner only subject to if the ALLOTTEES pays the full amount at the time of the Agreement. The provision for allowing discount and such rate of discount shall not be subject to any revision/withdrawal, once granted to ALLOTTEES by the owner.

It is agreed that the Owner 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 at Schedule 'D' and Schedule 'E' (which shall be in conformity with the advertisement, prospectus etc. on the basis of which sale is effected) in respect of the Residential Space, plot or building, as the case may be, without the previous written consent of the ALLOTTEES. Provided that the Owner may make such minor additions or alternations as may be required by the ALLOTTEES, or such minor changes or alternations as may be required by the ALLOTTEES, or such minor changes or alternations as per the Provisions of the Act.

The Owner shall confirm to the final carpet area that has been allotted to the ALLOTTEES 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 carpet area shall be recalculated upon confirmation by the Owner. If there is reduction in the carpet area then the Owner shall refund the excess money paid by ALLOTTEES within 45 (Forty-Five) days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the ALLOTTEES. If there is any increase in the carpet area, which is not more than percent of the carpet area of the Residential Space, allotted to ALLOTTEES, the Owner may demand that from the ALLOTTEES as per the next milestone of the Payment Plan as provided in Schedule C. All these monetary adjustments shall be made at the same rate per square feet as agreed in para 1.ii of this Agreement.

Subject to para 9, the Owner agrees and acknowledges, the ALLOTTEES shall have the right to the Apartment as mentioned below:

- i. The ALLOTTEES shall have exclusive ownership of the Apartment in the building known as GEMS TOWER after the registration of the Sale Deed.
- ii. The ALLOTTEES 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 the 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 Owner shall convey undivided proportionate title in the common areas to the Association of ALLOTTEE as provided in the Act.
- iii. 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;

It is made clear by the Promoter and the ALLOTTEE agrees that the Apartment along with demarcated Car 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 ALLOTTEES. It is clarified that Project 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, **GEMS TOWER SHALL** not form 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 outgoing before transferring the physical possession of the Designated Unit to the ALLOTTEESs, which it has collected from the ALLOTTEESs, for the payment of outgoing (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 ALLOTTEES 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.

The 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;

2. MODE OF PAYMENT:

Subject to the terms of the Agreement and the Owner abiding by the construction milestones, the ALLOTTEES shall make all payments, on written demand by the Owner, 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 Kolkata at its office.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

The 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 Owner with such permission, approvals which would enable the Owner 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 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 Owner accepts no responsibility in this regard. The ALLOTTEE shall keep the Owner fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the 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 Owner immediately and comply with necessary formalities if any under the applicable laws. The Owner 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 Owner shall be issuing the payment receipts in favour of the ALLOTTEE only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS

The ALLOTTEES hereby authorize the Owner to adjust appropriate all payments made by him/her /them under any head(s) of dues against lawful outstanding of the ALLOTTEES against the Designated Unit, if any, in his/her name and the ALLOTTEES undertake not to object/demand/ direct the Owner to adjust their payments in any manner.

5. TIME IS ESSENCE:

Time is of essence for the Owner as well as the Allottee. The Owner 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 ALLOTTEES and the common areas to the Association of 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 Owner 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 Owner. The Owner 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 Owner 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 Owner shall constitute a material breach of the Agreement.

7. POSSESSION OF THE APARTMENT:

Schedule for possession of the said Apartment & demarcated Car Parking (if any) – The Owner agrees and understands that timely delivery of possession of the Designated Unit, is the essence of the Agreement. The Owner based on the approved plans and specifications assures to hand over possession of the Designated Unit on December 2025 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 ALLOTTEES agree that the Owner 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 Owner shall refund to the ALLOTTEES the entire amount received by the Owner from the allotment within 45 days from the date. The owner shall intimate the 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 Owner and that the Owner shall be released and discharged from all its obligations and liabilities under this Agreement.

Procedure for taking possession- The Owner, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the Designated Unit, to the ALLOTTEES in terms of this Agreement to be taken within 3 months from the date of issue of such notice and the Owner shall give possession of the Unit to the Allottee. The Owner agrees and undertakes to indemnify the ALLOTTEES in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Owner. The ALLOTTEES, after taking possession, agree(s) to pay the maintenance charges as determined by the Owner/association of ALLOTTEESs, as the case may be, after the issuance of the Completion Certificate for the Project. The Owner on its behalf shall offer the possession to the Allottee in writing withindays of receiving the occupancy certificate of the Project.

Failure of ALLOTTEES to take Possession of Apartment/Unit - Upon receiving a written intimation from the Owner as per para 7.2, the ALLOTTEES shall take possession of the Designated Unit from the Owner by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Owner shall give possession of the Apartment along with demarcated Car Parking space (if any) to the ALLOTTEES. In case the 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: - 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 Owner to hand over the necessary documents and plans, including common areas, to the association of ALLOTTEES or the competent authority, as the case may be, as per the local laws.

Cancellation by ALLOTTEE- the ALLOTTEES shall have the right to cancel/withdraw his allotment in the Project as provided in the Act; Provided that where the ALLOTTEES proposes to cancel/withdraw from the project without any fault of the owner, the owner 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 Owner to the ALLOTTEE within 45 days of such cancellation.

Compensation- The Owner shall compensate the 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 owner 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 Owner on account of suspension or revocation of the registration under this Act, or for any other reason, the Owner 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/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 owner 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 Owner on account of suspension or revocation of the registration under law, or for any other reason, the Owner shall be liable, on demand to the 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 Owner 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 owner to the ALLOTTEES within forty-five days of it becoming due.

8. REPRESENTATIONS AND WARRANTIES OF THE OWNER:

The Owner hereby represents and warrants to the ALLOTTEES as follows:

- (i) The Owner 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 Owner 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 Owner 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 Owner 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 ALLOTTEES created herein, may prejudicially be affected;
- (vii) The Owner 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 ALLOTTEES under this Agreement;
- (viii) The Owner confirms that the Owner is not restricted in any manner, whatsoever, from selling the said Apartment/Parking to the ALLOTTEES in the manner contemplated in this Agreement;
- (ix) At the time of execution of the Conveyance Deed, the Owner shall handover lawful, vacant, peaceful, physical possession of the Designated Unit to the ALLOTTEE and the common areas to the association of 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 Owner 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 Owner 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 Owner shall be considered under a condition of Default, in the following events:

- (i) Owner fails to provide ready to move in possession of the Designated Unit to the 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 Owner's business as a Owner 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 Owner under the conditions listed above, ALLOTTEES is entitled to the following:
 - (i) Stop making further payments to Owner as demanded by the Owner. If the ALLOTTEE stops making payments, the Owner 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 ALLOTTEES shall have the option to terminate the Agreement in which case the Owner shall be liable to refund the entire money paid by the 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 owner, interest at the rate specified in the Rules, for every month of delay till the handing over of the possession of the Unit.

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

- (i) In case the ALLOTTEES fail to make payments for 2 consecutive demands made by the Owner 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 Owner on the unpaid amount at the rate Prescribed in the Rules.
- (ii) In case of Default by ALLOTTEES under the condition listed above, continues for a period beyond 2 (Two) consecutive months, after notice from the Owner in this regard, the Owner 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 Owner shall have the option to terminate the Agreement or Allotment in which case the Owner shall be liable to refund the entire money paid by the 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.

9. CONVEYANCE OF THE DESIGNATED UNIT:

The Owner 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 Owner to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Owner is made by the 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).

10. MAINTENANCE OF THE SAID BUILDING/APARTMENT/PROJECT:

The Owner 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 ALLOTTEES. The cost of such maintenance of the Unit upto 01 (one) year from the date of 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 Owner as per the Agreement for Sale relating to such development is brought to the notice of the Owner by writing within a period of 5(Five) years by the ALLOTTEES from the date of handing over possession, it shall be the duty of the Owner to rectify such defects without further charge, within 30 (Thirty) days, and in the event of Owner'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 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 APARTMENTS FOR REPAIRS:

The Owner/Maintenance Agency/Association of the 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 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 GEMS TOWER, 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 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 ALLOTTEES formed by the ALLOTTEES for rendering maintenance services.

16. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:

Subject to para 12 above, the 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 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 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 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 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 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 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 ALLOTTEES shall plan and distribute its electrical load in conformity with the electrical system installed by the Owner and thereafter the association of ALLOTTEES and/or Maintenance Agency appointed by the Association of ALLOTTEES. The 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 Owner 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 owner can do the additional construction or alteration.

19. OWNER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Owner 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 Owner 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 Owner showing compliance of various laws/regulations as applicable in the State of West Bengal.

21. BINDING EFFECT:

Forwarding this Agreement to the ALLOTTEES by the Owner does not create a binding obligation on the part of the Owner or the ALLOTTEES until, **firstly**, the 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 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 Owner. If the ALLOTTEE(S) fails to execute and deliver to the Owner 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 Owner, then the Owner shall serve a notice to the ALLOTTEES for rectifying the default, which if not rectified within 30(thirty) days from the date of its receipt by the 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 ALLOTTEES/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 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 Owner 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 Owner in the case of one ALLOTTEE shall not be construed to be a precedent and /or binding on the Owner to exercise such discretion in the case of other 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 Owner through its Authorized Signatory at the Owner's Office, or at some other place, which may be mutually agreed between the Owner and the ALLOTTEE, in Kolkata, West Bengal, after the Agreement is duly executed by the ALLOTTEE and the Owner or simultaneously with the execution of the said Agreement shall be registered at the office of the 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 Owner as contemplated by this Agreement shall be deemed to have been duly served if sent to the ALLOTTEE or the Owner by Registered Post at their respective addresses specified below:

Name of ALLOTTEE:

ALLOTTEE's Address:

Owner name: **Shiv Niketan Limited**

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

It shall be the duty of the ALLOTTEES and the Owner 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 owner or the ALLOTTEES, as the case may be.

31. JOINT ALLOTTEES:

That in case there are Joint ALLOTTEES all communications shall be sent by the Owner to the 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 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.

SCHEDULE- "A"

(SAID PROPERTY)

ALL THAT piece and parcel of land admeasuring 50 decimals, a little more or less comprised in R.S Dag No. 4702 corresponding to L.R Dag No. 4712 under R.S. Khatian No. 1076/1 corresponding to L.R. Khatian No. 3775, lying and situate at Mouza – Rasapunj, District – 24 Parganas (S), P.S. – Bishnupur, under the Rashapunj Gram Panchayet, Pincode - 700104

And butted and bounded as follows:

On the **North: Part of Dag No. 4702**

On the **South: Part of Dag No. 4702**

On the **East: Part of Dag No. 4701**

On the **West: P.W.D Khal then Bakrahat Road.**

OR HOWSOEVER OTHERWISE the same now are or is or heretofore were or was situated butted bounded called known numbered described or distinguished.

(The owners share in the said property as mentioned in the First Schedule)

**SCHEDULE-B
(APARTMENT)
(UNDERCONSTRUCTION)**

ALL THAT residential apartment being Unit No. , on the _____ containing carpet area of _____ **Sq. Ft.** more or less, comprised in the Building namely **GEMS TOWER** at the said premises and shown in the Unit Plan annexed hereto duly bordered thereon in “RED”.

Allottee:
Signature _____
Name _____

Owner:
Signature _____
Name _____
Owner:
Signature _____
Name _____
(As a Constituted Attorney of Vendors/Developer)

SCHEDULE - "C"

ANNEXURE- A

PAYMENT PLAN FOR "TOTAL PRICE"

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

ANNEXURE-A

Sl. No.	EVENT	Amount (in Rupees) (Excluding GST)	Amount (in Rupees) (GST)	Amount (in Rupees) (Including GST)
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	7.50% of Flat including demarcated Car Parking space (if any) as further earnest money on the completion of 3 rd floor of casting of the Designated Block;			
7	7.50% 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	15% 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	15% of Flat including demarcated Car Parking space (if any) as further earnest money on the completion of 15th floor of casting of the Designated Block;			

10	10% 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;			
12	5% of Flat including demarcated Car Parking space (if any) as earnest money before Hand Over of the unit			
TOTAL				

ANNEXURE - B

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

PAYMENT SCHEDULE OF OTHER CHARGE

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

SCHEDULE -D

SPECIFICATION FOR THE STRUCTURE

WALL FINISHING

- Internal Walls: Finished with POP
- External Walls: Weather shield paint and/ or textured coating finish as per design of the architect

FLOORING

- Living/Dining/All Bedrooms- Vitrified/ Rectified Tiles

KITCHEN

- Flooring- Anti-Skid Ceramic/ Vitrified Tiles
- Wall Finish- Ceramic Tiles- Dado- upto 2 feet above working platform
- Counter- Granite Counter with Stainless Steel sink

TOILETS

- Flooring- Ceramic Tiles- Dado- upto 6 feet
- Fittings- C.P Fittings and Sanitary fittings of a reputed make

PIPES

- Internal- CPVC & PVC
- External- PVC

WINDOWS

- Aluminium/ UPVC Window

DOORS

- Main Doors- Decorative Flush Door
- All Internal Doors- Flush Door

ELECTRICALS

- Sufficient electrical points in all rooms
- Modular switches

ALLOTTEE:

Signature _____

Name _____

OWNER/OWNER/DEVELOPER:

Signature _____

Name _____

[AS A CONSTITUTED ATTORNEY OF SHIV NIKETAN LIMITED]

SCHEDULE -E
SPECIFICATION, AMENITIES AND FACILITY OF THE PROJECT

SEWAGE SYSTEM

STP with covered drainage sewage facilities

Water treatment facilities

FIRE

Fire Safety Provisions as per recommendation of WBFES, YARD HYDRANT

PARKING FACILITIES

Covered Parking, Vertical stack open parking and Independent open parking

LANDSCAPE

Flower garden, Green Lawn, Trellis, Paved Pathway, Sculpture

OUTDOOR FACILITIES

Outdoor gaming areas

ELECTRICAL FACILITIES

Electrical room with transformer facilities

UGR FACILITIES

Domestic and fire reservoir with pump facilities as per norms

ROAD

Black Top Carriage Way and some paved Highway

RENEWABLE ENERGY

Solar Street Lights

DRINKING WATER

Supplies of Treated Water

EMERGENCY EVACUATION

Common assembling area, Proper signage system, Fire alarm

ALLOTTEE:

Signature _____

Name _____

OWNER/OWNER/DEVELOPER:

Signature _____

Name _____

**[AS A CONSTITUTED ATTORNEY OF
SHIV NIKETAN LIMITED]**

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:
ALLOTTEES: (including joint buyers)**

(1) Signature _____
Name _____
Address _____

Please Affix
Photographs and
Sign across the
photograph

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Owner:

Signature _____
Name _____
Address _____

Please Affix
Photographs and
Sign across the
photograph

Owner:

Signature _____
Name _____
Address _____

(As a Constituted Attorney of SHIV NIKETAN LIMITED)

At _____ on _____ in the presence of:

WITNESSES:

Signature _____
Name _____
Address _____

Signature _____
Name _____
Address _____