

## AGREEMENT FOR SALE

**THIS AGREEMENT** made this ..... day of ..... Two Thousand Twenty Three

### BETWEEN

(1) **BASERA LAND PRIVATE LIMITED (PAN: AABCB9021C)** a company within the meaning of the Companies Act 1956 having its registered office situated at 1, Garstin Place, Post Office- Kolkata GPO, Police Station – Hare Street, Kolkata-700001, (2) **MANOR VYAPAAR PVT. LTD. (PAN: AAECM6955F)** also a company within the meaning of the Companies Act 1956 having its registered office situated at 9/5, N.C. Choudhury Road, Post Office- Kasba, Police Station – Kasba, Kolkata-700042. (3) **SAMPAT DEALERS PVT. LTD. (PAN AAGCS5373K)** a company within the meaning of the Companies Act 1956 having its registered office situated at 19A, Sarat Bose Road, Post Office-Lala Lajpat Rai Sarani, Police Station – Bhawanipur, Kolkata-700020 and (4) **SOUTHCITY MATRIX INFRASTRUCTURE LTD. (PAN: AADCB2535P)** a company within the meaning of the Companies Act 1956 having its registered office situated at RR-10, Basanti Road, Bhojerhat, Post Office- Bhojerhat, Police Station-Bhangar, District- South 24 Parganas, Pin - 743502, (5) **M/S. SHIVANGAN DEVELOPERS PRIVATE LIMITED, [PAN: AAMCS1385F]**, a company within the meaning of the Companies Act 1956 (and applicable amendments thereto), having its office at Shrichi Tower, 686, Anandapur, E. M. Bypass, R. B. Connector Junction, P.O. East Kolkata Township, P.S. Tiljhala, Kolkata – 700107, all represented by their constituted Attorney Mr. Vikram Dalmia (PAN : ACQPD3127K), son of Mr. Pawan Kumar Dalmia, by occupation Service, faith Hindu, Citizen of India, working for gain at



South City Businesspark, 770, Anandapur, Unit No. 711, E. M. Bypass, Kolkata – 700107, hereinafter referred to as the **OWNERS** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their successor, successors in interest and assigns) of the **FIRST PART**,

**AND**

**SOUTH CITY PROJECTS (KOLKATA) LIMITED (CIN: U21019WB1995PLC071252) (PAN: AAACD8933A)** a Company within the meaning of the Companies Act 1956 having its registered office situated at South City Businesspark, 770, Anandapur, Unit No. 711, E. M. Bypass, Kolkata - 700107 and represented by its Customer Relationship Manager Mr. Vikram Dalmia (PAN : ACQPD3127K) son of Mr. Pawan Kumar Dalmia, by occupation Service, faith Hindu, Citizen of India, working for gain at South City Businesspark, 770, Anandapur, Unit No. 711, E. M. Bypass, Kolkata – 700107, hereinafter referred to as the **PROMOTER** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor and/or successors in office/interest and assigns) of the **SECOND PART**;

**AND**

**MR.** \_\_\_\_\_, (Aadhar No. \_\_\_\_\_) S/o,D/o,W/o of \_\_\_\_\_, by occupation \_\_\_\_\_, by faith \_\_\_\_\_, by Nationality Indian, having PAN : \_\_\_\_\_, residing at \_\_\_\_\_, Post Office -



....., Police Station - ....., Kolkata - .....

hereinafter referred to as the **ALLOTTEE** of the **THIRD PART**:

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

**DEFINITIONS:**

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

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

**WHEREAS:**

A. The Owners and the Promoter herein are the absolute and lawful joint owners of the various pieces and parcels of land, total measuring about 77.17 Acres comprised in



various Dags in Mouza - Bairampur, Ghunimeghi, Kharamba and Korolberia, being J.L. Nos- 41, 44, 34 and 31, Police Station Bhangore and KLC in the District of South 24 Parganas, Pin-743502, hereinafter referred to as the "Said Total Land".

B. The Owner numbers 1 to 4 and the Promoter herein, for the purpose of development of their Land parcels measuring 30.35 Acres (be a little more or less), out of the Said Total Land, entered into a Development Agreement with the Promoter herein on 21<sup>st</sup> June, 2018, the same being duly registered with the Additional Registrar of Assurances - I, Kolkata recorded in Book No. I, CD Volume No. 1901 - 2018, Pages from 210850 to 210941, being No. 190104752 for the year 2018 ("2018 Development Agreement"). The Owner numbers 1 to 4 have granted Power of Attorney in favour of the Promoter registered at the office of Assurances - I, Kolkata and recorded in Book No. I, Volume No. 1901-2019, Pages from 78887 to 78954, Being No. 1512 for the year 2019, for undertaking development of their land parcels.

C. The Owner numbers 1 to 5 and the Promoter herein, for the purpose of development of their Land parcels measuring 46.82 Acres (be a little more or less), out of the Said Total Land, have entered into another Development Agreement on 24<sup>th</sup> September, 2019 and the same being registered with the Additional Registrar of Assurances - III, Kolkata recorded in Book No. I, CD Volume No. 1903 - 2019, Pages from 219634 to 219789, being No. 190305253 for the year 2019, ("2019 Development Agreement. The Owner numbers 1 to 5 have granted another Power of Attorney in favour of the Promoter, registered at the office of Additional Registrar of Assurances - III, Kolkata and recorded in Book No. I, Volume Nos. 1903-2023, Pages from 177921 to 178043, Being No. 190304712 for the year 2023, for undertaking development of their said land parcels.



- D. The Promoter has formulated a scheme for development of the Said Total Land, in phased manner, for the purpose of building a residential project, comprising Villas and constructed spaces (hereinafter referred to as the RESIDENTIAL AREA) and Spa, Resort, Community Bazar and other various facilities for sports and leisure, including the passage ways situated therein (hereinafter referred to as the RESERVED AREA) and also comprising of various pathways, passageways, generator room and various other common parts and portions (hereinafter referred to as the SERVICE AREA) known as 'South City Retreat' in phased manner;
- E. The Promoter has already registered its project for 52 Villa with WBHIRA Authority, comprised of 12 Villas of its sanctioned plan of Phase-I (the Plan whereof was sanctioned by the Zilla Parisad, South 24 Parganas, vide No. 324/ 454/ Revised/ KMDA, dated 20/07/2018) & 40 villas out of 56 villas of Phase II of its sanctioned plan. The Project is known as 'South City Retreat' Phase I & II.
- F. The Owners and the Promoter have now decided to develop another 34 villas i.e., 14 Villas of Phase-II of sanctioned plan being No. 343/473/Rev/Ren/KMDA and 20 Villas of Phase – III of sanctioned plan being No. 707/837/KMDA and known as '**South City Retreat' Phase-III (Project)** on 9.34 Acre of Land (Project Land) morefully and particularly described in Schedule – A herein below;
- G. The Promoter is fully competent to enter into this Agreement for Sale in respect of the Villa, morefully described in Schedule – B herein below, on the strength of the Power of



- Attorneys granted by the Owners in its favour;
- H. The intimation of commencement of work of the Project has already been submitted to South 24 Parganas Zilla Parishad;
- I. The Owners and the Promoter have obtained the plan sanctioned from District Engineer, Zila Parishad, South 24 Parganas vide Sanctioned Building Plan being No.343/473/Rev/Ren/KMDA dated 25.06.2022 (for Phase-II sanction plan) Sanctioned Building Plan being No. 707/837/KMDA dated 03.06.2022 (for Phase-III sanction plan). The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable;
- J. The Promoter has registered the Project under the provisions of the Act with the Real Estate Regulatory Authority at Kolkata under registration no. HIRA/P/SOU/2019/000545;
- K. The Allottee had applied for a Villa together with the a plot of land, in the Said Project vide application and has been allotted a Villa hereinafter referred to as the "Villa" more particularly described in Schedule "B" and the plan or the Villa is annexed hereto and marked as Annexure;
- L. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;



M. The Promoter retains right to develop further phases on the land parcel adjacent to Said Project Land being adjacent and contiguous to this project and reserve the right to share common infrastructure and amenities with such future phase/phases in terms of Rule 10 under the said act;

N. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Said Phase III Project;

O. 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;

P. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Villa morefully mentioned in Schedule "B".

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

1 TERMS:



- 1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Villa morefully and particularly mentioned in the Schedule – “B”;
- 1.2 The Total Price payable for the Villa including the land based on carpet area is Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ ) ("Total Price")

Explanation:

- (i) The Total Price above includes the booking amount paid by the Allottee to the Promoter towards the Villa;
- (ii) The Total Price above inclusive of 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, in connection with the construction of the Project payable by the Promoter, by whatever name called) up to the date of handing over the possession of the Villa to the Allottee and the project to the association of Allottees or the competent authority, as the case may be, after obtaining the completion certificate;

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





Provided further, that if there is any increase in the taxes after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the Allottee;

(iii) The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc., have been imposed or become effective;

(iv) The Total Price of Villa includes recovery of price of land, construction of internal development charges, external development charges, cost of providing electric wiring, electrical connectivity to the Villa, water line and plumbing, finishing with paint, marbles/tiles, doors, windows, three months maintenance charges, and includes cost for providing all other facilities, amenities and specifications to be provided within the Villa and the Project.

1.3. The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter



undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/ charges imposed by the competent authorities, the Promoter shall enclose the said notification/ order/rule/ regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority as per the Act, the same shall not be charged from the Allottee.

- 1.4. The Allottee(s) shall make the payment as per the payment plan set out in **Schedule - "C" ("Payment Plan")**.
  
- 1.5. The Promoter may allow, at its sole discretion, a rebate for early payments of instalments payable by the Allottee by discounting such early payments @\_\_% per annum for the period by which the respective instalment has been postponed. The provision for allowing rebate and such rate of rebate, shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.
  
- 1.6. It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at Schedule – "D" and Schedule – "E" (which shall be in conformity with the advertisement, prospectus etc., on the basis



of which sale is effected) in respect of the Villa, without the previous written consent of the Allottee as per the provisions of the Act. Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, or such minor changes or alterations as per the provisions of the Act. The Promoter shall take prior approval of the Allottee for extra charges, if any, as may be applicable for such addition- alteration.

1.7. The Promoter shall confirm to the final land area and carpet area of the Villa that has been allotted to the Allottee after the construction of the Building is complete and the completion certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area, then the Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the Villa, allotted to Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in Schedule – “C”. All these monetary adjustments shall be made at the same rate per square feet as agreed in para 1.2 of this Agreement.

1.8. Subject to para 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the Villa as mentioned below:



- (i) The Allottee shall have exclusive ownership of the Villa and save and except the said Villa, the Allottee shall have no proprietary right over the other area on which the project is being constructed;
- (ii) The Allottee shall also have right to use the Common Areas, along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them, It is clarified that the promoter shall hand over the common areas to the association of allottees as and when formed and registered after duly obtaining the completion certificate from the competent authority as provided in the Act;
- (iii) The Allottee has the right to visit the project site to assess the extent of development of the project and his Villa, subject to prior consent of the project engineer and complying with all safety measures while visiting the site.

1.9. It is made clear by the Promoter and the Allottee agrees that the open land along with the Villa (Schedule 'B' property) shall be treated as a single indivisible unit for all purposes.

1.10. The Promoter agrees to pay all outgoings before transferring the physical possession of the apartment to the Allottees, which it has collected from the Allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other



encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

1.11. The Allottee has paid a sum equivalent to 10% of the total price as booking amount being part payment towards the Total Price of the Villa which includes token amount/any advances paid at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Villa 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 which is payable, he shall be liable to pay interest at the rate prescribed in the Rules.

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

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



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

3.1. The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory 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 fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

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



formalities if any under the applicable laws, The Promoter shall not be responsible towards any third party making payment/ remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the said Villa applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

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

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

**5. TIME IS ESSENCE:**

The Promoter shall abide by the time schedule for completing the project as disclosed at the time of registration of the project with the Authority and towards handing over the Villa to the Allottee and the common areas to the association of Allottees subject to the same being formed and registered.

**6. CONSTRUCTION OF THE PROJECT/ VILLA:**

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Villa and accepted the floor plan, payment plan and the specifications, amenities and facilities as mentioned in the **Schedule – “D”** 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 strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the appropriate Authority and shall not have an option to make any variation /alteration/modification in such plans of the Project, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

## 7. POSSESSION OF THE VILLA:

7.1. **Schedule for possession of the said Villa** - The Promoter agrees and understands that timely delivery of possession of the Villa to the Allottee and the common areas to the Association of Allottees, upon its formation is the essence of the Agreement. The Promoter assures to hand over possession of the Villa on completion, with all specifications, amenities and facilities of the project in place on **June, 2028** unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Villa, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to





the Allottee the entire amount received by the Promoter from the allotment within 45 days from that date. The Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/ she shall not have any rights, claims etc., against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

**7.2. Procedure for taking possession** - The Promoter, upon obtaining the completion certificate for the Project from the competent authority, shall offer in writing the possession of the Villa, to the Allottee in terms of this Agreement to be taken within two months from the date of issue of completion certificate subject to payment of all amount due and payable under this Agreement and Registration of Deed of Conveyance. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee, after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter /association of Allottees, as the case may be, from the date of issuance of the completion certificate for Project. The Promoter shall hand over the photocopy of completion certificate of the Project to the Allottee at the time of conveyance of the same.

**7.3. Failure of Allottee to take Possession of Villa** - Upon receiving a written intimation from the Promoter as per para 7.2, the Allottee shall take possession of the Villa 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 Villa to the allottee. In case the Allottee fails to take possession within the time provided in para 7.2 such Allottee shall continue to be liable to pay maintenance charges as specified in para 7.2.

**7.4. Possession by the Allottee** - After obtaining the completion certificate and handing over physical possession of the Villa to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of Allottees upon its formation and Registration;

Provided that, in the absence of any local law, the Promoter shall handover the necessary documents and plans, including common areas, to the association of Allottees or the competent authority, as the case may be, within thirty days after upon formation and registration of the association of Allottees.

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

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

**7.6. Compensation** - The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the Villa is being developed or has



been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the Villa (i) in accordance with the terms of this Agreement, duly completed by the date specified in herein or (ii) due to discontinuance of its business as a Promoter on account of suspension or revocation of the registration under the Act, or for any other reason, the Promoter shall be liable, on demand to the Allottees, in case the Allottee wishes to withdraw from the Project without prejudice to any other remedy available, to return the total amount received by the Promoter in respect of the Villa, with interest at the rate prescribed in the Rules within 45 (forty-five) days including compensation in the manner as provided under the Act;

Provided that where and/ or 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 possession of the Villa.

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

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



- (i) The Promoter has absolute, clear and marketable title / authority with respect to the total Land; the requisite authority and rights to carry out development upon the Whole Project Land and absolute, actual, physical and legal possession of the Whole Project Land for the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) The property is free from all encumbrances and there are no litigations pending before any Court of law or Authority with respect to the said Villa or the project.
- (iv) All approvals, licenses and permits issued by the competent authorities with respect to the Project, including Villa 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, and common areas till the date of handing over of the project to the association of Allottees;
- (v) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;



- (vi) The Promoter has not entered into any agreement for sale and/or any other agreement / arrangement with any person or party with respect to the said Villa which will, in any manner, affect the rights of Allottee under this Agreement;
- (vii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Villa to the Allottee in the manner contemplated in this Agreement;
- (viii) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Villa to the Allottee and the common areas to the association of Allottees once the same being formed and Registered;
- (ix) The Villa 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 Property;
- (x) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project/Villa to the competent Authorities till the completion certificate has been issued, irrespective of possession of villa, along with common areas (equipped with all the specifications, amenities and facilities) has been taken over by the Allottee and/ or, the association of Allottees or not;



- (xi) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Sanctioned Land and/or the Project.
- (ii) That the property is not Waqf property.

## 9. EVENTS OF DEFAULTS AND CONSEQUENCES:

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

- (i) Promoter fails to provide ready to move in possession of the Villa to the Allottee within the time period specified herein or fails to complete the project within the stipulated time period specified. For the purpose of this para 'ready to move in possession' shall mean that the villa shall be in a habitable condition which is complete in all respects.;
- (ii) Discontinuance of the Promoter's business as a Promoter on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

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



- (i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any penal interest; or
- (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the Villa, along with interest at the rate prescribed in the Rules within forty-five days of receiving the termination notice and further subject to the Allottee prior to receipt of refund on the above account from the Promoter, at his own costs and expenses, execute all necessary cancellation related documents required by the Promoter;

Provided that where a Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the Promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Villa..

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

- (i) In case the Allottee fails to make payments for consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in



that regard the Allottee shall be liable to pay interest to the Promoter on the unpaid amount at the rate prescribed in the Rules;

- (ii) In case of Default by Allottee under the condition listed above continues for a period beyond three consecutive months after notice from the Promoter in this regard, the Promoter upon 30 days written notice may cancel the allotment of the Villa in favour of the Allottee and refund the money paid by the Allottee by deducting the booking amount and this Agreement shall thereupon stand terminated.

#### **10. CONVEYANCE OF THE SAID VILLA:**

The Promoter, on receipt of Total Price of the Villa from the Allottee, as per the Schedule hereunder to this Agreement, shall execute a conveyance deed drafted by the Promoter's Advocate and convey the title of the villa together with right to use in the Common Areas within 3 months from the date of issuance of the completion certificate to the Allottee.

However, in case the Allottee Fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee. 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 VILLA/PROJECT:**

The Promoter shall be responsible to provide and maintain essential services in the Project either by itself or through its nominated agent till the handing over of the maintenance of the project by the association of Allottees after the issuance of the completion certificate of the project.

**12. DEFECT LIABILITY:**

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of obtaining completion certificate, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act.

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

The Allottee hereby agrees to purchase the said Apartment on the specific understanding that his/her right to the use of Common Areas shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the Maintenance In-charge (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 In-charge from time to time.

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

The Allottee agrees to permit the association of allottees and/or maintenance agency to enter into the Villa 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. COMPLIANCE WITH RESPECT TO THE APARTMENT:**

Subject to para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board / nameplate, neon light, publicity material or advertisement material etc.,



on the facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Apartment or place any material in the common passages or staircase of the Building. The Allottee shall also not remove any wall including the outer and load bearing wall of the Apartment.

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

- 16. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE:** The Allottee is entering into this Agreement for the allotment of the Villa with the full knowledge of all laws, rules, regulations, notifications applicable to the Project in general and this project in particular. That the Allottee hereby undertakes that he/she shall comply with and carry out, from time to time after he/she has taken over for occupation and use the said Apartment, all the requirements, requisitions, demands and repairs which are required by any competent Authority in respect of the Apartment at his/ her own cost.



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

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

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

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

- 18. BINDING EFFECT:** Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty)



days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

**18. 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 Villa.

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

**20. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE / SUBSEQUENT ALLOTTEES:** It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Villa and the Project shall equally be applicable to and enforceable against and by any subsequent Allottees of the Villa, in case of a transfer, as the said obligations go along with the Villa for all intents and purposes.

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



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

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

**22. SEVERABILITY:** If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

**23. 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.

24. **PLACE OF EXECUTION:** The execution of this Agreement shall be completed only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, after the Agreement is duly executed by the Allottee and the Promoter simultaneously with the execution the said Agreement shall be registered at the office of the concerned Registrar. Hence this Agreement shall be deemed to have been executed at Kolkata.
25. **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 or Speed post with acknowledgement at their respective addresses as mentioned in this Agreement or through e-mail as provided by parties at the time of booking of an apartment. It shall be the duty of the Allottee and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address/e-mail shall be deemed to have been received by the Promoter or the Allottee, as the case may be.
26. **JOINT ALLOTTEES:** That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address



given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.

- 27. SAVINGS:** Any application letter, allotment Letter, agreement, or any other document signed by the Allottee in respect of the Villa or project, as the case may be, prior to the execution and registration of this Agreement for Sale for such villa, plot or building, as the case may be, shall not be construed to limit the rights and interests of the Allottee under the Agreement for Sale or under the Act or the rules or the regulations made thereunder.
- 28. GOVERNING LAW:** That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act and the Rules and Regulations made thereunder including other applicable laws of India for the time being in force.
- 29. DISPUTE RESOLUTION:** All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled under the Arbitration and Conciliation Act, 1996 (and applicable amendments thereto).
- 30. MISCELLANEOUS:**
- 30.1. The Allottee, prior to execution of the Deed of Conveyance, nominates his/their allotted villa unto and in favor of any other person or persons in his/her/their place and stead,





the Allottee may do so with the permission of the Promoter subject to payment of administrative charges @ 75/- per sq.ft., of the land area of the Villa and applicable taxes to the Promoter.

30.2. The Allottee agrees and understands that all the standard fitting, interiors, furniture, kitchenette and fixtures and dimension provided in the show/model residential Unit exhibited at the site only provides a representative idea and the actual Villa agreed to be constructed will be as per specifications mentioned in this agreement and the same may not include the fittings and fixtures of the model villa and even if such fittings and fixtures are provided they may vary as to make, colour, shade, shape and appearance from the ones provided in the model villa and the Allottee shall not be entitled to raise any claim for such variation.

30.3. In the event of the Allottee obtaining any financial assistance and/or housing loan from any bank/financial institution the Promoter shall act in accordance with the instructions of the bank/ financial institution in terms of the agreement between the Allottee and the Bank/financial institution, SUBJECT HOWEVER the Promoter being assured of all amounts being receivable for sale and transfer of the Villa and in no event the Promoter shall assume any liability and/or responsibility for any loan and/or financial assistance which may be obtained by the Allottee from such bank/ Financial Institution.

30.4. In the event of any change in the specifications necessitated on account of any Force Majeure events or to improve or protect the quality of construction the Promoter, on



the recommendations of the Architect/consultant, shall be entitled to effect such changes in the materials and specifications 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 Schedule D.

30.5. The Possession Date has been accepted by the Allottee. However, if the said Villa is made ready prior to the said Date, the Allottee undertakes(s) and covenant (s) not to make or raise any objection to the consequential pre-ponement of his/her /their/its payment obligations, having clearly agreed and understood that the payment obligations of the Allottee are linked inter alia to the progress of construction and the same is not a time linked plan.

30.6. The right of the Allottee shall remain restricted to his/her/their respective Villa and the Allottee shall have no right, title or interest nor shall claim any right, title or interest of any kind whatsoever over and in respect of any other Villa or common space and/or any other portions of the Project.

30.7. In the event of cancellation of allotment after deducting cancellation amount as provided herein, the balance amount paid by the Allottee (other than the amounts towards GST, taxes, levies, duties, cess, and/or stamp duty and registration charges paid/demanded till the date of cancellation) shall be returned by the Promoter to the Allottee without interest, out of the amounts received by the Promoter.



30.8. 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 Villa 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.

30.9. The Promoter will not entertain any request for modification in the internal layouts of the Villa. In case the Allottee desires (with prior written permission of the Promoter) to install some different fittings /floorings on his/her/their own within the Villa booked, he/she/they will not be entitled to any reimbursement or deduction in the value of the Villa. For this purpose, in only those cases where the Allottee has made full payment according to the terms of payment, at its sole discretion, the Promoter may subject to receipt of full payment allow any Allottee access to the Villa prior to the Possession Date for the purpose of interior decoration and/or furnishing works at the sole cost, risk and responsibility of such Allottees provided that such access will be availed in accordance with such instructions of the Promoter in writing and that the right of such access may be withdrawn by the Promoter at any time without assigning any reasons.

30.10. The Allotment is personal and the Allottee shall not be entitled to transfer, let out, alienate the Villa without the consent in writing of the Promoter PROVIDED HOWEVER after the full payment of the entire price and other amounts and after registration of deed of conveyance, the Allottee shall be entitled to let out, grant, lease



and mortgage and/or deal with the Villa for which no further consent of the Promoter shall be required. All the provisions contained herein and the obligations arising hereunder of the Project shall equally be applicable to and enforceable against any subsequent Allottees of the Villa in case of a transfer, as the said obligations go along with the Villa for all intents and purposes.

30.11. The cost of maintenance will be paid/borne by the Allottee from the date of obtaining completion certificate till handover of maintenance of the project to the association of Allottees to the Promoter or its nominated Agency and thereafter to the association of Allottees. Maintenance Expenses shall mean and include all expenses for the maintenance, management, upkeep and administration of the Common Areas and Installations and for rendition of services in common to the Allottees and all other expenses for the common purposes to be contributed borne paid and shared by the Allottees of the said Project to the promoter for providing and Promoter shall also maintenance services of the project be entitled to the administrative charges of 15% of maintenance expenses/charge.

- a) Establishment and all other capital and operational expenses of the Association.
- b) All charges and deposits for supplies of common utilities.
- c) All charges for the electricity consumed for the operation of the common machinery and equipment and lighting.
- d) Cost of operating the fire fighting equipments and personnel, if any.
- e) All expenses for insuring the Villa, if any, and/or the common portions, inter alia, against earthquake, fire, mob violence, damages, Civil commotion etc.



- f) All expenses for running and operating all machinery, equipments and installations comprised in the common portions, pumps, generator, water treatment plant, Firefighting equipment, CCTV, EPABX etc. and other common installations including their license fees, taxes and other levies (if any) and all the lights of the common area.
- h) Municipal/Property tax, building (Villa) tax, water tax and other levies in respect of the Villa save those separately assessed for the said Villa of Allottee.
- i) Creation of sinking fund for replacement, renovation and other periodic expenses of equipments.
- j) The salaries of and all other expenses of the staff to be employed for the common purposes, viz. Manager, Clerks, Security personnel, sweepers, Plumbers, electricians etc. including perquisites, Bonus and other emoluments and benefits.
- k) All the fees and charges payable to the agency, if appointed for the looking after the maintenance services including all the statutory taxes.

30.12. It is clarified that the Defect liability as indicated above is the responsibility of the Promoter, shall not cover defects, damage, or malfunction resulting from (i) misuse (ii) modifications or repairs done by the Owner or its nominee/agent, (iii) cases of force majeure (iv) failure to maintain the amenities/equipments (v) accident and (iv) negligent use. Provided that where the manufacturer warranty as shown by the Promoter to the Allottee ends before the defect liability period and such warranties are covered under the maintenance of the said Villa and if the annual maintenance contracts are not done/renewed by the Allottees, the Promoter shall not be responsible for any defects occurring due to the same. The Project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the



Promoter/Manufacturers that all equipment, fixtures and fittings shall be maintained and covered by maintenance / warranty contracts so as it be sustainable and in proper working condition to continue warranty in both the Villas and the Common project amenities wherever applicable. The Allottee has been made aware and the Allottee expressly agrees that the regular wear and tear of the Villa excludes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to shrinkage in concrete, brick work, plaster, which is inherent property of cementitious material and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect. It is expressly agreed that before any liability of defect is claimed by or on behalf of Allottee it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and assess the same and then submit a report to state the defects in material used in the structure built by the Villa and in the workmanship executed keeping in mind the aforesaid agreed clauses of this Agreement.

30.13. That on and from the date of possession of the said Villa, the Allottee shall:

- a) Co-operate in the management and maintenance of the said Project.
- b) Observe, comply and abide by the rules framed from time to time by the Promoter and subsequently by the Association, after the same is formed, for the beneficial common use and enjoyment of the common areas, amenities and facilities provided in the said Project.
- c) Pay and bear the proportionate share of the expenses to be incurred in common to the Promoter, until formation of the Association including the GST.



- d) The Allottee shall regularly and punctually make payment of the Maintenance Charges without any abatement and/or deduction on any account whatsoever or howsoever and in the event of any default the Allottee shall be liable to pay interest @24% per annum on the due amounts and if such default shall continue for a period of three months then and in that event the Allottee shall not be entitled to avail of any of the facilities, amenities and utilities provided in the Said Project and the Promoter /Association as the case may be, shall be entitled to take the following measures and the Allottee hereby consents to the same:
- to discontinue the supply of electricity to the said Villa.
  - to disconnect the water supply
  - to discontinue the facility of DG Power back-up
  - to discontinue the usage of all amenities and facilities provided in the said Project to the Allottee and his/her/their family members/guests.
- e) The above said discontinuation of some services and facilities shall not be restored until such time the Allottee have made payment of all the due together with interest accrued at the aforesaid rate, including all costs charges and expenses incurred till then by the Promoter /Association to realize the due amount from the Allottee.
- f) Use the said Villa for residential purpose only.
- g) Use all path and passages for the purpose of ingress and egress and for no other purpose whatsoever, unless permitted by Promoter or the Association, upon formation, in writing.
- h) Not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or there refuse in the common area save at the provisions made thereof.



- i) Not do or permit anything to be done which is likely to cause nuisance or annoyance to the occupants of the other Villas in the Project.
- j) Not to place or cause to be placed any article or object in the common area.
- k) Not to injure, harm or damage the Common Area or any other Villas in the Project.
- l) Not to make any addition, alteration in the structure of the Villa, internally within the Villa or externally, and shall not change the location and/or design of the window and balcony grills (provided by the Promoter) and also shall not change the colour of the balcony/verandah, which is part of the outside colour scheme of the Project, duly approved and finalized by the architect of the project.
- m) Not to slaughter or permit to be slaughtered any animal and/or bird nor do any act deed or thing which may hurt or injure the sentiments of any of the other owners and/or occupiers of the said project.
- n) Not to keep in the said Villa any article or thing which is or might become dangerous, offensive, combustible, inflammable radio-active or explosive of which might increase the risk or fire or explosion or in any way injure by percolation, corrosion or otherwise cause damage to the said Villa and/or any other Villa in the said Project.
- o) Not to close or permit the closing of verandahs or lounges or balconies or lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour Scheme of the exposed walls of the Verandhs, lounges or any external walls or the fences of external doors and windows including grills of the 'Said Villa' which in the opinion of the Promoter / Society / Association differs from the colour scheme of the Villa or deviation or which in the opinion of the Promoter / Society / Association may affect the elevation in respect of the exterior walls of the said Villa.





- p) Not to use the said Villa or permit the same to be used for any purpose whatsoever other than residential purpose and shall not use for the purpose which may or is likely to cause nuisance or annoyance to occupiers of the other portions of the said Project or to the Owners and occupiers of the neighboring Villas or for any illegal or immoral purpose or as a Boarding House, Club House, Nursing Home, Amusement or Entertainment Centre, Eating or Catering Place Dispensary or a Meeting Place or for any commercial or industrial activities whatsoever.
- q) Not to encumber the said Villa in any manner, except for raising the housing loan from any reputed financial institute or bank, for payment of the consideration price under this agreement, prior to registration of conveyance deed for the said villa in favour of the Allottee.
- t) To ensure that all interior work of furniture, fixtures and furnishing of the said villa, or any repairs or renewals thereto, is carried out during daylight hours only, without creating noise beyond tolerable limits, so as not to cause discomfort or inconvenience to other Allottees.
- u) Presently bulk supply of electricity is available. Till individual meter is available the Promoter shall provide individual sub-meters to the Allottee/s upon payment by them of the proportionate security deposit payable to WBSEDCL/any other electricity supply agency for such connection. The exact amount payable by the Allottee will be intimated to the Allottee before possession. The amount of security deposit would be subject to revision as may be so decided by WBSEDCL/any other electricity supply agency from time to time and all Allottees shall, at all times, be liable to proportionately pay such revision/replenishment to WBSEDCL/any other electricity supply agency, as per the norms of WBSEDCL/any other electricity supply agency. In



such a case the Allottee may be required to enter into a separate agreement with the Promoter for supply of electricity through sub meters. In the event, any portion of land is needed to be gifted to WBSEDCL or any other Service Provider for setting up of transformers or any other equipment to enable supply of electricity in the Project, the Allottee hereby accords his/their consent to the same and further agrees not to raise any disputes whatsoever in regard of such gift of land to WBSEDCL or the Service Provider, as the case may be advance maintenance charges shall be used towards recurring common maintenance charges including GST or any other taxes payable by the Association in this regard, wherever applicable. In case, there is an increment in the cost of common area maintenance, the Association shall intimate the proportionate increase in the advance maintenance charges as well as the contribution to corpus fund to the Allottee and the same shall be paid by the Allottee within the time period intimated by the Association. The Allottee hereby agrees that the Association may maintain itself or hand over the maintenance of the Residential Project to any maintenance agency at its sole discretion and the Allottee is required to pay the advance maintenance charges and the per month maintenance charges including any increment thereon to the Association/the maintenance agency, at the direction of the Association. Any delayed payment of advance maintenance charges/the per month maintenance charges/any increment thereon will attract interest payable at the rate of 24 % per annum by the Allottee from the due date till the date of payment. It is further clarified that In case Allottee defaults in making payment or withholding the maintenance charges on any ground whatsoever in such event Association/Maintenance Agency as the case may be will be at liberty to recover and/or appropriate such deficit/outstanding amount out of the Maintenance Corpus Fund which the Allottee



hereby consents. The Association/ Maintenance Agency as the case may be shall issue notice to the defaulting Allottee for replenishment of the same and will also be reflected in the books of accounts, whereby the Association/Maintenance Agency as the case may be will have the right and authority to recover the same in order to replenish the Maintenance Corpus Fund of the Allottee who hereby consents to the same.

- v) The deposits/other charges or levies demanded or required to be paid to the competent authorities providing water, electricity (presently Electricity being provided through Bulk Metering basis) and sewerage disposal systems and other services, Pollution Control Authority/ Board, Fire Department, Village Panchayat or other Governmental/ statutory authority and GST, or other taxes/ levies payable to central/ state government or others from time to time, betterment or other levies in regard to the construction of the said Villa and proportionate cost of cable, transformers, pollution control equipment, firefighting equipment and the installation thereof.
- w) Any other tax, duty, fee or levy in relation to transfer of the said Property, which may be imposed by the Government or Local Authority from time to time, shall be borne by the Allottee.
- x) The Allottee shall not have any right, title and interest, claim or entitlement whatsoever over or in respect of the Project save and except the said Villa and the Allottee shall not raise any dispute or make any claim with regard to the Promoter either constructing or not constructing the other phases, if any, of the Project.

30.14. It is further clarified that, Common Areas, Amenities and Facilities of the Whole Project which are common to all shall always be and remain under the absolute control



and management of the promoter, who shall be entitled to cater the same to accommodate future plans of development of other parts or phases of the Project and the Allottee hereby accepts the same and shall not, under any circumstances, raise any objection, or hindrances thereto and/or shall be deemed to have hereby granted an unconditional approval and consent to such change in all such Common Areas, Amenities and Facilities common to all Phases of the Whole Project.

30.15. In addition to the PROJECT LAND, in the event any adjoining and/or contiguous properties (hereinafter referred to as the ADDITIONAL LANDS/ADJOINING PREMISES) is acquired, such Additional Lands/Adjoining Premises, Promoter will be entitled to cause the said adjoining premises to be amalgamated with the said Properties and upon such amalgamation to undertake development thereof which shall form part of the said Project:

30.16. The facilities and/or utilities and/or amenities to be provided for in the said Project to be constructed at the said properties as well as in the building and/or buildings to be constructed on the adjoining premises will remain for common use and enjoyment for all the owners and/or occupiers of the said Project.

30.17. The Promoter shall be entitled to and the Allottee hereby consents to connect the drains, sewers, water, electric connection and other utilities and installations in the said project to be connected with the building and/or buildings to be constructed on the adjoining premises.



30.18. The facilities, amenities to be provided including the Spa, resort,

Community Bazar and other various sports and leisure facilities including the passage ways/drive ways shall remain vested with the Promoter without any proprietary or any other right of the Allottee.

**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:

Owners

Signature:

Name:

Address:

Please affix

Photographs

and Sign

across the

photograph

SIGNED AND DELIVERED BY THE WITHIN NAMED:



Promoter

Signature:

Name:

Address:

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee: (including joint buyers)

(1) Signature:

Name:

Address:

(2) Signature:

Name:

Please affix

Photographs

and Sign

across the

photograph

Please affix

Photographs

and Sign

across the

photograph



Address:

At                    on                    in the presence of:

WITNESSES:

1. Signature:

Name:

Address:

2. Signature :

Name:

Address:

A circular blue ink stamp with the text "South City Projects Limited" around the perimeter. Overlaid on the stamp is a handwritten signature in black ink.

**SCHEDULE - A**

**(Said Phase III Land)**

All That the piece and parcel of land measuring 9.34 Acres (more or less) comprised various Dag & Khatian Nos. in Mouza- Ghunimeghi (JL No. 44), Bairampur (JL No.41), Kharamba (JL No.34) and Korolberia (JL No. 31) (Dag & Khatian No. wise details of land hereunder appearing), under Narayanpur and Benotta Gram Panchayat, P.S. Bantala & KLC, District South 24 Parganas, Pin 743502,

Mouza	JL No	Khatian No	Dag No	Total Area in Dag (Dec)	Area Under Phase-III (34 Villas) in Dec
Bairampur	41	1443	1	35	4.27
		1443	6	36	18.00
		1443	7	19	1.00
		1441	8	44	2.60
		1152	12	69	69.00
		1441	13	96	5.23
		1440	14	43	43.00
		1441	16	81	70.00
		2698	30/640	69	38.00
		1441	112	32	32.00
		2698	113	30	30.00
		2698	114	30	30.00
		1441	115	102	50.00
		2698	117	10	10.00
		2698	118	12	12.00
		1441	120	89	15.06
		1152	126/652	74	12.74
		1152	127	118	72.00
		1152	128	41	10.44
		1444	129	9	7.79
		1152	130	14	10.36
		1440	131	39	26.27
		1152	132	23	3.17
		1440	139	41	5.23
1440	146	33	9.00		
1440	147	34	3.15		





		1152 & 1441	163	60	60.00
		1441	178	90	90.00
Kharamba	34	2504	790	60	6.36
		2504	791	97	4.00
		2504	803	51	50.00
		2500 & 2504	804	51	51.00
		2097	805	52	52.00
		2504	807	20	3.48
Korolberia	31	2023	1283	152	4.05
		2022 & 2048	1286	19	19.00
		2048	1287	22	3.48

933.68

**SCHEDULE 'B'**

**(VILLA)**

ALL THAT Piece and Parcel of Land measuring \_\_\_\_\_ cottahs (more or less) of Bastu Land and alongwith 2 storied Building/Villa having \_\_\_\_\_ sq. ft. (more or less) Carpet area, \_\_\_\_\_ sq. ft. (more or less) built-up area, the said land comprised in lying and situated at Mouja – \_\_\_\_\_, J.L. No – \_\_\_\_\_, being Villa No. \_\_\_\_\_, Type of Villa – \_\_\_\_\_, under, R.S. and L.R. Dag No – \_\_\_\_\_, appertaining to. L.R. Khatian No – \_\_\_\_\_, within the jurisdiction of Additional District Sub Registrar Office – Bhangore, under Narayanpur Gram



Panchayat, Police Station-Bhangore, District – 24 Paraganas (South) and butted and bounded as

**SCHEDULE 'C'**  
**(PAYMENT PLAN)**

SL. NO.	PERCENTAGE OF CONSIDERATION	PARTICULARS
1	10% + GST	On Allotment.
2	20% + GST	On foundation.
3	20% + GST	On Structure.
4	20% + GST	On Internal finish.
5	15% + GST	On External finish.
6	15% + GST	On Possession.

Note:

All amount payable above to be paid together with applicable GST and other statutory charges payable from time to time.

**SCHEDULE 'D'**  
**(SPECIFICATIONS)**



**SPECIFICATION:-**

- ✓ FOUNDATION: RCC STRUCTURE.
- ✓ SUPERSTRUCTURE: RCC FRAME STRUCTURE.
- ✓ EXTERNAL BUILDING WALLS: BRICK / BLOCK WALL.
- ✓ INTERNAL BUILDING WALLS: BRICK / BLOCK WALL.
- ✓ ROOF: RCC ROOF WITH INSULATION AND WATER PROOFING.

- ✓ PLOT FENCE: HEDGES WITH GATE.

**MASTER BEDROOM**

- ✓ FLOOR: VITRIFIED TILES.
- ✓ WALL / CEILING: POP / WALL PUTTY.

**MASTER BATHROOM WITH SHOWER CUBICLE & BATHTUB**

- ✓ FLOOR: ANTI SKID CERAMIC TILES
- ✓ WALL: CERAMIC / VETRIFIED TILES.
- ✓ FITTINGS: CP FITTINGS (GROHE OR SIMILAR)
  
- ✓ SANITARY: SANITARY FIXTURES OF KOHLER OR SIMILAR.

**OTHER BEDROOMS**

- ✓ FLOOR: VITRIFIED TILES.
- ✓ WALL / CEILING: POP / WALL PUTTY.



### **OTHER BATHROOMS WITH SHOWER CUBICLE**

- ✓ FLOOR: ANTI SKID CERAMIC TILES.
- ✓ WALL: CERAMIC / VETRIFIED TILES.
- ✓ CEILING: CEILING BOARD WITH PAINT FINISH.
- ✓ FITTINGS: CP FITTINGS (GROHE OR SIMILAR).
- ✓ SANITARY: SANITARY FIXTURES OF KOHLER OR SIMILAR.

### **LIVING/DINING/CORRIDOR**

- ✓ FLOOR: VITRIFIED TILES.
- ✓ WALL / CEILING : POP / WALL PUTTY.

### **KITCHEN**

- ✓ FLOOR : VETRIFIED / CERAMIC TILES
- ✓ COUNTER: MODULAR KITCHEN WITH CHIMNEY & HOB
- ✓ WALL: TILES ABOVE COUNTER LEVEL UPTO 2 FT HEIGHT



## BALCONY

✓ FLOOR: ANTI SKID TILES.

## DOORS

✓ ENTRANCE: LAMINATED FINISH.

✓ BEDROOM: LAMINATED FINISH.

✓ BATHROOM: LAMINATED FINISH.

✓ BALCONY: ALUMINUM AND GLASS DOOR.

✓ WINDOWS: POWDER COATED ALUMINUM  
CASEMENT / SLIDING WINDOW  
WITH GLASS.

✓ WATER HEATING: SOLAR WATER HEATING SYSTEM.

✓ AIR-CONDITIONING: AC IN LIVING / DINING AREA &  
ALL BEDROOMS.

✓ COMMUNICATION: GPO, OFC, NETWORK WITH  
PROVISION FOR VOICE.  
DATA CABLE , TV, AND SECURITY  
SYSTEM IN ALL VILLA

## ELECTRICAL INSTALLATION:-

✓ CIRCUIT PROTECTION: COPPER ELECTRICAL WIRING



THROUGHOUT IN CONCEALED  
CONDUIT WITH LIGHT POINTS,  
T.V. & TELEPHONE SOCKETS WITH  
PROTECTIVE M.C.B.'S & RCCB'S" /  
OR G-PON OPTICAL FIBRE  
NETWORK TO EVERY HOME  
FOR VOICE/DATA/CABLETV/CCTV.

- ✓ DOOR BELL / SECURITY SYSTEM: DOOR BELL POINT &  
INTERCOM SYSTEM TO MAIN  
RECEPTION.
  
- ✓ EARTHING & LIGHTNING PROTECTION SYSTEM: IN ACCORDANCE  
WITH THE LOCAL AUTHORITY  
STANDARDS.
  
- ✓ EXTERNAL FINISH: GLASS FAÇADE, WALL WITH  
SPRAY TEXTURED / PAINT FINISH  
AND / OR OTHER FINISHES AS  
PER THE RECOMMENDATION OF  
THE ARCHITECT.
  
- ✓ CAR PARK STONES / PAVERS



- ✓ STAND-BY POWER: 100 % BACK UP POWER.  
(INDIVIDUAL DG SET)
- ✓ FIRE PROTECTION: FIRE EXTINGUISHERS AT EACH  
LEVEL.
- ✓ WATER SUPPLY: WTP WITH HYDRONEUMATIC  
SYSTEM
- ✓ ELECTRCITY SUPPLY: INDEPENDENT WBSIEDCL  
METERING TO EACH VILLA
- ✓ STP: CLUSTER STP AS PER STATUTORY  
REQUIREMENT.

**SCHEDULE 'E'**

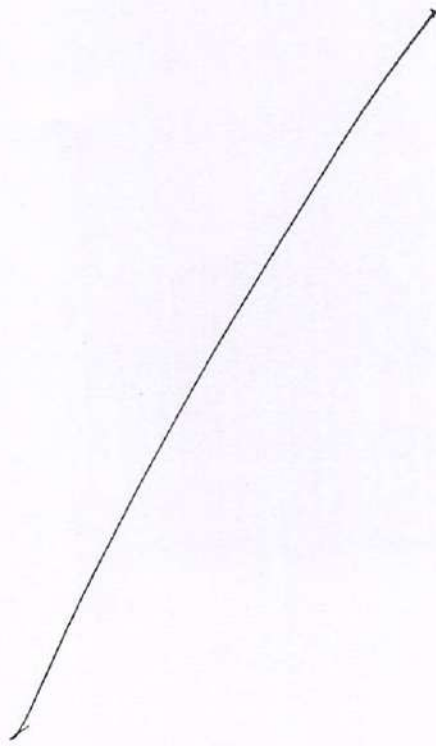
**(COMMON AREAS and AMENITIES)**

Common area within the Residential area shall mean and include the various common parts and portions of the said project which shall include as follows.

- Entrances.
- exits.
- passageways, and drive ways, (except those forming part of reserved area).



- Gardens and Common Land Scape.
- path ways , Pavement.
- Covered and Uncovered drain.
- Generator, generator room.
- Pump Room.
- Tubewell with water reservoir.
- WTP
- STP
- Courtyards.
- Water Body.
- Kids Play Area.
- Boundary Wall





Annexure  
Floor Plan

