

AGREEMENT FOR SALE (WITHOUT POSSESSION)

This Agreement for Sale ("Agreement") is executed on this the [____] day of [_____], 2024

BETWEEN

VENDOR(S)/OWNER(S): -

- 1. M/s. TIRUPATI CARRIER LIMITED**, a company incorporated under the companies Act, 1956, having its registered office at Bakrahat Road, Thakurpukur, P.O Rasapunja, Police Station- Bishnupur, Dist.- South 24 Parganas, Kolkata 700104, having CIN: **U63013WB2002PLC095192** and PAN: **AABCT9173B**, represented by its authorised signatory **Mr. Kaushal Kumar Jha**, working for gain at M/s OM Towers Private Limited [**PAN: BQIPJ5352F AADHAAR: 943358384220**], Son of Shyam Sundar Jha, By nationality – Indian, By faith - Hindu, residing at Kabardanga, Chak Ramnagar, Kolkata (MC), Kolkata, R.C. Thakurani, West Bengal – 700104;
- 2. M/s. CHARLES COMMERCIAL PRIVATE LIMITED(CIN - U70100WB1996PTC081136 & PAN AABCC2791A)**, a Company incorporated under the Companies Act, 1956 having its registered office at Bakrahat Road, Thakurpukur, Post Office Rasapunja, Police Station Bishnupur, Dist. 24 Parganas(South), Kolkata-700104, West Bengal, represented by its authorised signatory **Mr. Kaushal Kumar Jha**, working for gain at M/s Charles Commercial Private Limited [**PAN: BQIPJ5352F AADHAAR: 943358384220**], Son of Shyam Sundar Jha, By nationality – Indian, By faith - Hindu, residing at Kabardanga, Chak Ramnagar, Kolkata (MC), Kolkata, R.C. Thakurani, West Bengal – 700104;
- 3. M/s. SHIV NIKETAN LIMITED (CIN - U70101WB1996PLC081121 & PAN: AA ECS3891G)**, a Company incorporated under the Companies Act, 1956 having its registered office at Bakrahat Road, Thakurpukur, P.O. Rasapunja, Police Station Bishnupur, Dist. South 24 Parganas, Kolkata 700 001, West Bengal, represented by its authorised signatory **Mr. Kaushal Kumar Jha**, working for gain at M/s Tirupati Carrier Limited [**PAN: BQIPJ5352F AADHAAR: 943358384220**], Son of Shyam Sundar Jha, By nationality – Indian, By faith - Hindu, residing at Kabardanga, Chak Ramnagar, Kolkata (MC), Kolkata, R.C. Thakurani, West Bengal – 700104;

4. M/s. TIRUPATI ENCLAVE PVT LTD, a company incorporated under the companies Act 1956, having its registered office at 23A, Netaji Subhas Road, 4th Floor, Room no.- 18 Kolkata ,West Bengal – 700001, having CIN: **U70101WB1996PTC081139** and PAN: **AABCT1390G**, represented by its authorised signatory **Mr. Kaushal Kumar Jha**, working for gain at M/s Tirupati Enclave Private Limited [**PAN:** BQIPJ5352F **AADHAAR:** 943358384220], Son of Shyam Sundar Jha, By nationality – Indian, By faith

- Hindu, residing at Kabardanga, Chak Ramnagar, Kolkata (MC), Kolkata, R.C. Thakurani, West Bengal – 700104;

5. M/s SMJ EXIMP LIMITED, a Company incorporated under the Companies Act, 1956 having its registered office at 23A, Netaji Subhas Road, 4th Floor, Room No. 06, Post Office - General Post Office, Police Station– Hare Street, Kolkata-700001 **having CIN U70102WB1988PLC045113 AND PAN AAHCS2567G**, represented by its authorised signatory **Mr. Kaushal Kumar Jha**, working for gain at M/s Shiv Niketan Limited [**PAN:** BQIPJ5352F **AADHAAR:** 943358384220], Son of Shyam Sundar Jha, By nationality – Indian, By faith - Hindu, residing at Kabardanga, Chak Ramnagar, Kolkata (MC), Kolkata, R.C. Thakurani, West Bengal - 700104, hereinafter collectively called and referred to as the **VENDORS/OWNERS** (which terms or expression shall unless excluded by or repugnant to the context thereof shall mean and include their respective heirs, executors, legal representatives, administrators, or assigns) of the **FIRST PART**

AND

PROMOTER/DEVELOPER:

M/s. PCB ENTERPRISE PRIVATE LIMITED (CIN - **U67120WB1994PTC064863 & PAN AABCP8195K**), a Company incorporated under the Companies Act, 1956 having its registered office at Room No. 18, 23A, Netaji Subhas Road, 4th Floor, Post Office-General Post Office, Police Station–Hare Street Kolkata-700001, West Bengal, represented by its authorised signatory **Mr. Kaushal Kumar Jha**, working for gain at M/s Charles Commercial Private Limited [**PAN:** BQIPJ5352F **AADHAAR:** 943358384220], Son of Shyam Sundar Jha, By nationality –

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

AND

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

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

WHEREAS

- A. All that pieces and parcels of land total measuring 104.10 decimals be the same a little more or less comprised in R.S. and L.R. Dag Nos.: 51/1127(P), 52(P), 65(P), 66(P), 68(P), 69(P), 445(P), situated at Mouza – Uttar Kazirhat, J.L. No.: 22, within the jurisdiction of Paschim Bishnupur Gram Panchayat, P.O.: Rasapunja, P.S.: Bishnupur, Kolkata – 700104, West Bengal, and the same is recorded and registered through several Deed of Conveyances being nos. – 6398/2017, 2311/2014, 3322/2014, 4989/2015, 0171/2016, 0167/2016, 0170/2016, 4110/2016, 6551/2009, 0204/2010, 3321/2014.
- B. The Owner and the Promoter have entered into a development agreement and Development Power of Attorney dated 27.11.2021, registered at the office of Additional District Sub Registrar, Bishnupur, and recorded in Book No - I, Volume No. 1613-2021, Page from 208287 to 208353 Being No. 161308551 for the year 2021 (“Development Agreement & Development Power of Attorney”) for the purpose of development by the Promoter a real estate project over the Land.
- C. The Said Property is earmarked for the purpose of building a residential project comprising of G+1 Storied Bungalows with car parking spaces and the said project shall be known as **“BOUGAINVILLAS PHASE - VIII” (“Said Complex”)**.
- D. The Owners and the Promoter are fully competent to enter into this Agreement and all the legal formalities with respect to the right, title

and interest of the Owners to the Said Property and the Promoter's right and entitlement to develop the Said Property on which inter-alia the Project is to be constructed have been completed.

- E. The Promoter has applied to the Paschim Bishnupur Gram Panchayat for commencement certificate to develop the project and the same has been approved vide approval dated herein permit no.;
- F. The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the Project from Concerned Authority i.e., Paschim Bishnupur Gram Panchayat, West Bengal vide Panchayat Memo No M-03/G.P. ID NO. 16040981;
- G. The Promoter has registered the project under the provision of the Act with the Real Estate Regulatory Authority at Kolkata no. _____; on _____ under registration.
- H. The ALLOTTEES had applied for a Bungalow in the Project dated _____ and has been allotted Bungalow no _____ having Built Up Area of _____. and Carpet Area of _____ Bungalow on a land area of _____ and having built up area of _____ on the Ground Floor, _____ on the First Floor and _____ of Stair Head and Attic Room as permissible under the applicable law and of pro rata share in the common areas ("Common Areas") as defined under clause (n) of Section 2 of the Act (hereinafter collectively referred to as the "Designated Unit" as described in Schedule "B" and the floor plan of the Bungalow is annexed hereto and marked as Annexure A)
- I. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- J. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;
- K. The Parties, relying on the confirmations, representations, and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.
- L. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the ALLOTTEE/ALLOTTEES

hereby agree to purchase the Bungalow and the garage/closed parking (if any) i.e. Designated Unit mentioned in Clause H above on ownership basis.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL REPRESENTATIONS, COVENANTS, ASSURANCES, PROMISES AND AGREEMENTS CONTAINED HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:

1. TERMS:

Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the ALLOTTEE and the ALLOTTEE hereby agrees to purchase the Bungalow along with Garage/Closed Parking Space (if any) as specified in Paragraph H.

The Total Price for the Bungalow including demarcated Car Parking space (if any) i.e.,

Designated Unit based on the Carpet Area including GST is Rs.

_____ (“Total Price”):

Bungalow Number: Type: Floor:		Rate of Bungalow Per SQ. FT.	
	BUNGALOW Cost	GST	BUNGALOW Cost including GST
TOTAL PRICE (In Rupees)			

Explanation:

- i. The Total Price above includes the booking amount paid by the allottee to the Promoter towards the BUNGALOW;
- ii. The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of G.S.T. and Cess or any other similar taxes which may be levied on connection with the construction of the Project payable or will be payable by the Promoter, by whatever name called) up

to the date of handing over the physical possession of the Designated Unit to the ALLOTTEE.

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

- iii. The Promoter shall periodically intimate to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment within 30 (thirty) days from the date of such written intimation. In addition, the Promoter shall provide to the Allottee/Allottees the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
- iv. The Total Price of the Designated Unit includes: - (i) Pro - rata share in the Common Areas and ii) garage/closed parking as provided in the Agreement
The total price is escalation-free, save and except increases which the Allottee hereby agrees to pay due to increase on account of development charges payable to the Competent Authority and/other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/order/rule/regulation in effect along with the demand letter being issued to the ALLOTTEE/ALLOTTEES, which shall only be applicable on subsequent payments.
- v. The ALLOTTEE/ALLOTTEES(s) shall make the payment as per the payment plan set out in Schedule C ("Payment Plan").
- vi. The Promoter may allow, in its sole discretion, a rebate for early payments of instalments payable by the Allottee by discounting such early payments @ 6% per annum for the period by which the respective instalment has been preponed. The provision for allowing discount and such rate of discount shall not be subject to any revision/withdrawal, once granted to the Allottee by the promoter.
- vii. It is agreed that the Promoter shall not make any additions and alternations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein as described therein in respect of the BUNGALOW, as the case may be, without the previous written consent of the ALLOTTEE.

Provided that the Promoter may make such minor additions or alternations as may be required by the ALLOTTEE/ALLOTTEES, or such minor changes or alternations as per the provisions of the Act.

- viii. The promoter shall confirm to the final carpet area that has been allotted to the ALLOTTEE after the construction of the Building is complete and the Occupation Certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area within the defined limit then the Promoter shall refund the excess money paid by ALLOTTEE/ALLOTTEES within forty five days at the rate prescribed in the Rules, from the date when such an excess amount was paid by the ALLOTTEE. If there is any increase in the carpet area allotted to ALLOTTEE/ALLOTTEES, the Promoter shall demand that from the ALLOTTEE/ALLOTTEES as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square feet as agreed in para 1.ii of this Agreement.
- ix. Subject to Clause 9 the Promoter agrees and acknowledges, the ALLOTTEE/ALLOTTEES shall have the right to the BUNGALOW as mentioned below:
- a) The ALLOTTEE/ALLOTTEES shall have exclusive ownership of the BUNGALOW;
 - b) The ALLOTTEE/ALLOTTEES shall also have undivided proportionate share in the Common Areas. Since the share or interest of ALLOTTEE in the Common Areas is undivided and cannot be divided or separated, the ALLOTTEE shall use the Common Areas along with other occupants, maintenance staff etc. without causing any inconvenience or hindrance to them. Further, the right of the Allottee/Allottees to use the common facilities shall always be subject to the timely payment of maintenance charges and other charges as applicable from time to time. It is clarified that the promoter shall convey undivided proportionate title in the common areas to the association of ALLOTTEE/ALLOTTEES as provided in the Act;
 - c) That the computation of the price of the BUNGALOW includes recovery of price of land, construction of [not only the BUNGALOW 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;
- x. It is made clear by the Promoter and the ALLOTTEE agrees that the BUNGALOW shall be treated as a single indivisible unit for all purposes. It is agreed that the project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project

in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the ALLOTTEE/ALLOTTEES. It is clarified that Project facilities and amenities shall be available only for use and enjoyment of the Allottee/Allottees of the Project.

- xi. It is understood by the Allottee that all other areas and i.e. areas and facilities falling outside the project, namely, **“BOUGAINVILLAS PHASE - VIII”** shall not form part of the declaration to be filed with the Competent Authority in accordance with the West Bengal Apartment Ownership Act, 1972.
- xii. The Promoter agrees to pay all outgoings before transferring the physical possession of the Designated Unit to the ALLOTTEE/ALLOTTEESs, which it has collected from the ALLOTTEE/ALLOTTEESs, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgage or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the project). If the Promoter fails to pay all or any of the outgoings collected by it from the ALLOTTEE/ALLOTTEESs or any liability, mortgage loan and interest thereon before transferring the Designated Unit to the ALLOTTEE, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.
- xiii. The ALLOTTEE/ALLOTTEES has paid a sum of **(IN WORDS) [Inclusive of GST]**, as booking amount being part payment towards the Total price of the Designated Unit at the time of application of the receipt of which the Promoter hereby acknowledge and the ALLOTTEE hereby agrees to pay the remaining price of the Designated Unit as prescribed in the Payment Plan **[Schedule C]** as may be demanded by the Promoter within the time and in the manner specified therein; Provided that if the ALLOTTEE delays in payment towards any amount for which is payable, he shall be liable to pay interest at the rate prescribed in the Rules.

2. MODE OF PAYMENT:

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the ALLOTTEE/ALLOTTEES shall make all payments, on demand by the Promoter, within the stipulated time as mentioned in the Payment Plan [through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of **M/s. PCB ENTERPRISE PRIVATE LIMITED** payable at its office address as more fully described hereinabove.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

The ALLOTTEE/ALLOTTEES, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act,1999, Reserve Bank of India Act,1934 and the Rules and Regulations made thereunder or any statutory amendments/modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfil its obligations under this Agreement. Any refund, transfer or security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act,1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The ALLOTTEE/ALLOTTEES understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

The Promoter accepts no responsibility in this regard. The ALLOTTEE shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the ALLOTTEE/ALLOTTEES subsequent to the signing of this Agreement, it shall be the sole responsibility of the ALLOTTEE to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any ALLOTTEE and such third party shall not have any right in the application/allotment of the said Designated Unit applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the ALLOTTEE only.

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS:-

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

5. TIME IS ESSENCE:

Time is of essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project as disclosed at the time of registration of the project with the Authority and towards handing over the Designated Unit to the ALLOTTEE/ALLOTTEES and the common areas to the Association of ALLOTTEE/ALLOTTEES(s) or the Competent Authority, as the case may be.

Similarly, the Allottee shall make timely payments of the instalment and other dues payable by him/her and meeting the other obligations under the Agreement subject to the simultaneous completion of construction by the Promoter as provided in Schedule C (Payment Plan).

6. CONSTRUCTION OF THE PROJECT:

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

7. POSSESSION OF THE DESIGNATED UNIT:

Schedule for possession of the said BUNGALOW) – The Promoter agrees and understands that timely delivery of possession of the Designated Unit, is the essence of the Agreement. The Promoter based on the approved plans and specifications assures to hand over possession of the Designated Unit on **December, 2026** unless there is delay or failure due to war, flood, pandemic, drought, fire, cyclone, earthquake or any other calamity caused by nature affective the regular development of the real estate project (“Force Majeure”). If, however, the completion of the Project is delayed due to the **Force Majeure** conditions then the ALLOTTEE/ALLOTTEES agree that the Promoter shall be entitled to the extension of time for delivery of possession of the Designated Unit, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented the project due to Force Majeure condition, then this allotment shall stand terminated and the Promoter shall refund to the ALLOTTEE/ALLOTTEES the entire amount received by the Promoter from the allotment within 45 days from the date. The promoter shall intimate the ALLOTTEE/ALLOTTEES about such termination at least thirty days prior to such termination. After refund of the money paid by the ALLOTTEE, the ALLOTTEE agrees that he/she/they shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

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

possession to the Allottee in writing withindays of receiving the occupancy certificate of the Project.

Failure of ALLOTTEE/ALLOTTEES to take Possession of BUNGALOW/Unit -

Upon receiving a written intimation from the Promoter as per para 7.2, the ALLOTTEE/ALLOTTEES shall take possession of the Designated Unit from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoter shall give possession of the BUNGALOW to the ALLOTTEE/ALLOTTEES. In case the ALLOTTEE/ALLOTTEES fails to take possession with the time provided in para 7 such ALLOTTEE shall continue to be liable to pay maintenance charges as applicable.

Possession by the ALLOTTEE/ALLOTTEES: - After obtaining the occupancy certificate and handing over physical possession of the BUNGALOW to the ALLOTTEE, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of ALLOTTEE/ALLOTTEES or the competent authority, as the case may be, as per the local laws.

Cancellation by ALLOTTEE- the ALLOTTEE/ALLOTTEES shall have the right to cancel/withdraw his allotment in the Project as provided in the Act;

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

Compensation- The Promoter shall compensate the ALLOTTEE/ALLOTTEES in case of any loss caused to them due to defective title of the land on which the project is being developed or has been developed, in the manner as provide under the law and the claim for interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the promoter fails to complete or is unable to give possession of the Designated Unit (i) in accordance with the terms of this Agreement, or (ii) due to discontinuance of his business as a Promoter on account of suspension or revocation of the registration under this Act, or for any other reason, the Promoter shall be liable, on demand to the ALLOTTEE/ALLOTTEES, in case the Allottee wishes to withdraw from the Project without prejudice to any other remedy available, to return the total amount received by him in respect of the BUNGALOW/Designated Unit, with interest at the rate prescribed in the Rules within 45 days including compensation in the manner as provided under the Act.

Except for occurrence of a Force Majeure event, , if the promoter fails to complete or is unable to give possession of the Unit (i) in accordance with the terms of

this Agreement, duly completed by the date specified in para 7.1; or (ii) due to discontinuance of his business as a Promoter on account of suspension or revocation of the registration under law, or for any other reason, the Promoter shall be liable, on demand to the ALLOTTEE/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 Bungalow, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the law within forty-five days of it becoming due ;

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

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

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

- (i) The Promoter has absolute, clear and marketable title with respect to the said Land; the requisite right to carry out development upon the said Land and absolute, actual , physical and legal possession of the said Land for the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authority to carry out development of the Project;
- (iii) There are no encumbrances upon the said Project
- (iv) There are no litigations pending before any Court of law with respect to the said Land, Project or the Designated Unit;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and BUNGALOW are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and BUNGALOW, Parking and common areas ;
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing whereby the right, title and interest of the ALLOTTEE/ALLOTTEES created herein, may prejudicially be affected;
- (vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the said Land including the Project and the said BUNGALOW or parking which will, in any manner, affect the rights of ALLOTTEE/ALLOTTEES under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner, whatsoever, from selling the said BUNGALOW/Parking to the ALLOTTEE/ALLOTTEES in the manner contemplated in this Agreement;
- (ix) At the time of execution of the Conveyance Deed, the Promoter shall handover lawful, vacant, peaceful, physical possession of the Designated Unit to the ALLOTTEE and the common areas to the association of ALLOTTEE/ALLOTTEES(s).

- (x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;
- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premium, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities;
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project.
- (xiii) That the property is not Waqf property.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

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

(i) Promoter fails to provide ready to move in possession of the Designated Unit to the ALLOTTEE/ALLOTTEES within the time period specified in para 7. For the purpose of this clause 'ready **to move in possession**' shall mean that the Designated Unit shall be in a habitable condition which is complete in all respects.

(ii) Discontinuance of the Promoter's business as a Promoter on account of suspension or revocation of his registration under the provisions of the law or the rules or regulations made thereunder. In case of Default by Promoter under the conditions listed above, ALLOTTEE/ALLOTTEES is entitled to the following:

(i) Stop making further payments to Promoter as demanded by the Promoter. If the ALLOTTEE stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the ALLOTTEE be required to make the next payment without any penal interest; or

(ii) The ALLOTTEE/ALLOTTEES shall have the option to terminate the Agreement in which case the Promoter shall be liable to refund the entire money paid by the ALLOTTEE/ALLOTTEES under any head, whatsoever, towards the purchase of the Designated Unit, along with interest at the rate specified in the Rules within 45 days of receiving the termination notice:

Provided that where any ALLOTTEE does not intend to withdraw from the project or terminate the Agreement, they shall be paid, by the promoter, interest at the rate specified in the Rules, for every month of delay till the handing over of the possession of the Unit.

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

(i) In case the ALLOTTEE/ALLOTTEES fail to make payments for 2 consecutive demands made by the Promoter as per the Payment Plan

annexed hereto, despite having been issued prior notice in that regard, the ALLOTTEE shall be liable to pay interest to the Promoter on the unpaid amount at the rate Prescribed in the Rules. (ii) In case of Default by ALLOTTEE/ALLOTTEES under the condition listed above, continues for a period beyond 2 (Two) consecutive months, after notice from the Promoter in this regard, the Promoter shall cancel the allotment of the Unit in favour of the ALLOTTEE and refund the money paid to him by the ALLOTTEE by deducting the booking amount i.e. 10% of the total sale price of the Unit plus G.S.T. charges as applicable and the interest liabilities and the cost incurred for registration and of Cancellation Deed, this Agreement shall thereupon stand terminated.

(iii) The Promoter shall have the option to terminate the Agreement or Allotment in which case the Promoter shall be liable to refund the entire money paid by the ALLOTTEE/ALLOTTEES under any head, whatsoever, towards the purchase of the Designated Unit, along with interest at the rate specified in the Rules within 45 days of giving the termination notice.

10. CONVEYANCE OF THE DESIGNATED UNIT:

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

Provided that, the customer has to register his conveyance deed within 3 months of the intimation of completion of the Bungalow by the Developer, failing which the Developer reserves the right to cancel the allotment and refund the paid amount after deduction of cancellation charges, which is, 10% of the value of the unit. In this aspect, the decision of the developer shall be final and binding.

However, in case the ALLOTTEE fail to deposit the delay payment interest, stamp duty, and/or registration charges and all other incidental and legal expenses etc. so demanded within the period mentioned in the demand letter, the ALLOTTEE authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Promoter is made by the ALLOTTEE/ALLOTTEES. The Allottee shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899 including any actions taken or deficiencies /penalties imposed by the competent authority (ies).

11. MAINTENANCE OF THE SAID BUNGALOW/PROJECT:

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of ALLOTTEE/ALLOTTEES. The cost of such maintenance of the Unit upto 01 (one) year from the intimation of handing over the possession to the Allottee has been included in the Total Price of the Unit.

12. DEFECT LIABILITY:

It is agreed that in case of any structural defect or any other defect in workmanship, quality or provision of the services or any other obligations of the Promoter as per the Agreement for Sale relating to such development is brought to the notice of the Promoter by writing within a period of 5(Five) years by the ALLOTTEE/ALLOTTEES from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within 30 (Thirty) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved ALLOTTEE shall be entitled to receive appropriate compensation in the manner in the manner as provided under the Act.

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

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

14. RIGHT TO ENTER THE BUNGALOWS FOR REPAIRS:

The Promoter/Maintenance Agency/Association of the ALLOTTEE/ALLOTTEES shall have rights of the unrestricted access of all Common Areas, terrace, garages/closed parking, and parking spaces for providing necessary maintenance services and the ALLOTTEE agrees to permit the Association of the ALLOTTEE/ALLOTTEES and/or Maintenance Agency to enter into the BUNGALOW 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 BOUGAINVILLAS PHASE -VI, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire-fighting pumps and equipment etc. and other permitted uses as per sanctioned plans. The ALLOTTEE/ALLOTTEES shall not be permitted to use the service areas and the basements, in any manner, whatsoever, other than those earmarked as parking spaces and the same shall be reserved for use by the association of ALLOTTEE/ALLOTTEES formed by the ALLOTTEE/ALLOTTEES for rendering maintenance services.

16. GENERAL COMPLIANCE WITH RESPECT TO THE BUNGALOW:

Subject to para 12 above, the ALLOTTEE/ALLOTTEES shall after taking possession, be solely responsible to maintain the Unit at his/her/their own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Unit or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions or change the colour of the Unit and keep the Unit, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and 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/ALLOTTEES further undertake, assure and guarantee that he/she/they would not put any sign-board, neon light, publicity material or advertisement material etc. on the façade of the Unit or anywhere on the exterior of the Project, buildings therein or Common Areas. The ALLOTTEE/ALLOTTEES assure that he/she/they may put a nameplate provided that it is in conformity with the font style provided by the Developer Company. The ALLOTTEE/ALLOTTEES shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows/balcony or carry out any change in the exterior elevation or design including grills and railings. Further the ALLOTTEE/ALLOTTEES shall not store any hazardous or combustible goods in the Unit or any place any heavy material in the common passages of the Project. The ALLOTTEE/ALLOTTEES shall also not remove any wall including the outer and load bearing wall of the Unit and cannot alter the design of the designated Unit and also cannot carry out any commercial activities in the Unit.

The ALLOTTEE/ALLOTTEES shall plan and distribute its electrical load in conformity with the electrical system installed by the Promoter and thereafter the association of ALLOTTEE/ALLOTTEES and/or Maintenance Agency appointed by the Association of ALLOTTEE/ALLOTTEES. The ALLOTTEE/ALLOTTEES shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY ALLOTTEE:

The Allottee is entering into this Agreement for the allotment of the said unit with the full knowledge of all laws, rules, regulations, notifications applicable to the project in general and this Project in particular. That the Allottee hereby undertakes that he /she shall comply with and carry out , from time to time after he/she has taken over for occupation and use of the said Unit, all the requirements , requisitions, demands and repairs which are required by any competent authority in respect of the Unit at his/her own cost.

18. ADDITIONAL CONSTRUCTIONS:

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan, has been approved by the competent authority(i.e.) and disclosed, except for as provided in the Act. However with the consent of flat owners and approval from statutory authorities, the promoter can do the additional construction or alteration.

19. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Promoter executes this Agreement, he shall not mortgage or create a charge on the Unit and if any such mortgage or charge is made or created then

notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the ALLOTTEE who have taken or agreed to take such BUNGALOW.

20. BUNGALOW OWNERSHIP ACT (OR THE RELEVANT STATE ACT):

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

21. BINDING EFFECT:

Forwarding this Agreement to the ALLOTTEE/ALLOTTEES by the Promoter does not create a binding obligation on the part of the Promoter or the ALLOTTEE/ALLOTTEES until, **firstly**, the ALLOTTEE/ALLOTTEES sign and deliver this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the ALLOTTEE/ALLOTTEES and **secondly**, appear for registration of the same before the concerned Additional Sub-Registrar, District Sub-Registrar or Registrar of Assurance, as and when intimated, by the Promoter. If the ALLOTTEE(S) fails to execute and deliver to the Promoter this Agreement within 30(thirty) days from the date of its receipt by the ALLOTTEE and/or appear before the Additional Sub-Registrar, District Sub-Registrar or Registrar of Assurance for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the ALLOTTEE/ALLOTTEES for rectifying the default, which if not rectified within 30(thirty) days from the date of its receipt by the ALLOTTEE/ALLOTTEES, application of the ALLOTTEE shall be treated as cancelled and all sums deposited by the ALLOTTEE in connection therewith after deduction of the including the booking amount shall be returned to the ALLOTTEE without any interest or compensation whatsoever.

22. ENTIRE AGREEMENT:

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Unit/building, as the case may be.

23. RIGHT TO AMEND:

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

24. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE/ALLOTTEES/ SUBSEQUENT ALLOTTEE/ ALLOTTEES:

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Project shall equally be applicable to and enforceable against any

subsequent ALLOTTEE/ALLOTTEES of the Unit, in case of a transfer, as the said obligations go along with the Unit for all intents and purposes.

25. WAIVER NOT A LIMITATION TO ENFORCE:

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

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

26. SEVERABILITY:

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

27. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:

Wherever in this Agreement it is stipulated that the ALLOTTEE has to make any payment, in common with other ALLOTTEE(s) in Project, the same shall be the proportion on which the carpet area of the BUNGALOW bears to the total carpet area of all the BUNGALOWs in the Project.

28. FURTHER ASSURANCES:

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required, in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

29. PLACE OF EXECUTION:

The execution of this Agreement shall be complete only upon its execution by the Promoter through its Authorized Signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the ALLOTTEE, which will be in Kolkata, West Bengal, after the Agreement is duly executed by the ALLOTTEE and the Promoter or simultaneously with the execution of the said Agreement shall be registered at the office of the 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 Additional District SubRegistrar Bishnupur, or Registrar of Assurances, at Kolkata.

30. NOTICES:

That all notices to be served on the ALLOTTEE and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the ALLOTTEE or the Promoter by Registered Post at their respective addresses specified below:

Name of ALLOTTEE:

ALLOTTEE's Address:

Promoter name: **PCB Enterprise Private Limited.**

Promoter Address: **Room No. 18, 23A, Netaji Subhas Road, 4th Floor, Post Office-General Post Office, Police Station-Hare Street Kolkata-700001, West Bengal.**

It shall be the duty of the ALLOTTEE/ALLOTTEES and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement on the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the promoter or the ALLOTTEE/ALLOTTEES, as the case may be.

31. JOINT ALLOTTEE/ALLOTTEES:

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

32. GOVERNING LAW:

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force.

33. DISPUTE RESOLUTION:

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms hereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled by the Adjudicating officer appointed under the Act.

SCHEDULE A

PART-I

(Said property/plots of land)

104.10 decimals be the same a little more or less comprised in R.S. and L.R. Dag Nos.: 51/1127(P), 52(P), 65(P), 66(P), 68(P), 69(P), 445(P), under L.R. Khatian No. 1480, 1617, 1303, 1625, 1348, 1500, Mouza – Uttar Kazirhat, J.L. No.: 22, within the jurisdiction of Paschim Bishnupur Gram Panchayat, P.O.: Rasapunja, P.S.: Bishnupur, Kolkata – 700104, West Bengal, butted and bounded as follows:

On the North: Dag Nos. 52(P), 66(P), 67(P), 68(P)

On the South: Dag Nos. 441(P), 445(P)

On the East: Dag Nos. 69(P), 64(P), 63(P), 435(P)

On the West: Dag Nos. 52(P), 60(P)

SCHEDULE – “B”

**(DESIGNATED BUNGALOW)
(UNDERCONSTRUCTION)**

ALL THAT the G+1 Bungalow, situated in R.S. & L.R. Dag No. _____ under L.R. Khatian No. _____ being Sanction No. _____ and Unit No. _____ containing more or less a Carpet Area of _____. and Built Up Area of _____ more or less on land area of _____ and having built up area of _____ on the Ground Floor, _____ on the First Floor and _____ of Stair Head and Attic Room, in the Building Complex namely **BOUGAINVILLAS PHASE - VIII** at the said premises and shown in the Unit Plan annexed hereto duly bordered thereon in “RED”

SCHEDULE - "C"

PAYMENT PLAN FOR "TOTAL PRICE"

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

Sl. No	EVENT	Amount (in Rupees) (Excluding GST)	Amount (in Rupees) (GST)	Amount (in Rupees) (Including GST)
1	Application Money (Rs. 1,00,000/- Immediate after Booking)			
2	Allotment Letter (10% Minus Rs. 1,00,000/-)			
3	Agreement Money (10% on signing the Sale Agreement – Mandatorily at the date of Registration)			
4	1 st Instalment (20% on completion of Foundation Work)			
5	2 nd Instalment (20% on Ground Floor Roof Casting)			
6	3 rd Instalment (15% on 1 st Floor Roof Casting)			
7	4 th Instalment (5% on completion of brick Work)			
8	5 th Instalment (5% on completion of plaster, POP and flooring Work)			
9	6 th Instalment (5% on completion of electrical, plumbing and sanitary Work)			

10	7 th Instalment (10 % on habitable possession)			
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

Signature of the Allottee/Joint Allottee/Allottees

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

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

(1) Signature _____

Name _____

Address _____

(2) Signature _____

Name _____

Address _____

Please Affix
Photographs and
Sign across the
photograph

Please Affix
Photographs and
Sign across the
photograph

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Promoter:

Signature _____

Name _____

Address _____

**(As a Constituted Attorney of
M/s. CHARLES COMMERCIAL PVT. LTD.
M/s. TIRUPATI CARRIER LTD.
M/s. TIRUPATI ENCLAVE PVT. LTD.
M/s. SHIV NIKETAN LTD.
M/s. SMJ EXIMP LTD.)**

Please Affix
Photographs and
Sign across the
photograph

At _____ on _____ in the presence of:

WITNESSES:

Signature _____

Name _____

Address _____

MEMO OF CONSIDERATION:

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

MEMO

Sl. NO.	Cheque No.	Date	Bank	Amount (Rs.)
1				
2				
Total ()				

WITNESSES:

- 1.
- 2.

Signature of the PROMOTER

Drafted by me: