

This Agreement for Sale ("**Agreement**") executed on this day \_\_\_\_ of \_\_\_\_\_, 2019

**BY AND BETWEEN**

**Saltee Buildcon Private Limited** (CIN: U45400WB2007PTC118981), a company incorporated under the provisions of the Companies Act, [1956 or 2013, as the case may be], having its registered office at Room No. 664, 6<sup>th</sup> Floor, 32 Ezra Street, Kolkata – 700001 and its corporate office at AE-40, Sector-1, Salt Lake City, Kolkata – 700064 (PAN: AALCS6145A), represented by its authorised signatory [•] ("**Promoter**") (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and assigns) of the **FIRST PART**;

**AND**

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Mr./Ms. [●] (Aadhaar No.: [●]) son / daughter of [●], aged about [●] years, residing at [●] (PAN: [●]), (“Allottee”) (which expression shall unless repugnant to the context meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assigns) of the **SECOND PART**.

(Please insert details of other Allottee(s) in case of more than one Allottee)

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


**WHEREAS**

A. The Promoter had purchased, *inter alia*, pieces and parcels of land admeasuring 1.29 acres comprised in Mouza Chandpur Chapagachi, within the jurisdiction of Police Station Rajarhat, District North 24 Parganas (“Project Land”), by way of several registered deeds of transfer/conveyance as specified herein below:

Sl. No.	Date	Name of Seller	Registration Details	Purchased Area (in decimals)	Land Details
1.	30 November 2007	Hayat Box	Office of the District Sub-Registrar-II, North 24-Parganas, Barasat in Book No. I, Volume No. 18, Pages 6406 to 6426, Deed No. 09207 of 2007	15.60	Land admeasuring 07.40 decimal comprised in L.R. Plot No. 1332, land admeasuring 04.60 decimal comprised in L.R. Plot No. 1333, land admeasuring 01.20 decimal comprised in L.R. Plot No. 1334 and land admeasuring 2.40 decimal comprised in L.R. Plot No. 1335, L.R. Khatian No. 2223
2.	3 January 2008	Ali Box	Office of the District Sub-Registrar-II, North 24-Parganas, Barasat in Book No. I, Volume No. 2, Pages 8911 to 8923, Deed No. 01634 of 2008	33.60	Land admeasuring 07.40 decimal comprised in L.R. Plot No. 1332, land admeasuring 04.60 decimal comprised in L.R. Plot No. 1333, land admeasuring 01.20 decimal comprised in L.R. Plot No. 1334, land admeasuring 2.40 decimal comprised in L.R. Plot No. 1335, land admeasuring 9 decimal comprised in L.R. Plot No. 1330 and land admeasuring 9 decimal

  
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Sl. No.	Date	Name of Seller	Registration Details	Purchased Area (in decimals)	Land Details
					comprised in L.R. Plot No. 1331, L.R. Khatian No. 247/1
3.	3 January 2008	Ahayat Box	Office of the District Sub-Registrar-II, North 24-Parganas, Barasat in Book No. I, Volume No. 2, Pages 8924 to 8935, Deed No. 01635 of 2008	15.60	Land admeasuring 07.40 decimal comprised in L.R. Plot No. 1332, land admeasuring 04.60 decimal comprised in L.R. Plot No. 1333, land admeasuring 01.20 decimal comprised in L.R. Plot No. 1334 and land admeasuring 2.40 decimal comprised in L.R. Plot No. 1335, L.R. Khatian No. 293
4.	3 January 2008	Salma Box	Office of the District Sub-Registrar-II, North 24-Parganas, Barasat in Book No. I, Volume No. 2, Pages 8991 to 9001, Deed No. 01639 of 2008	18	Land admeasuring 9 decimal comprised in L.R. Plot No. 1330 and land admeasuring 9 decimal comprised in L.R. Plot No. 1331, L.R. Khatian No. 2015/2
5.	3 January 2008	Wahed Boksh	Office of the District Sub-Registrar-II, North 24-Parganas, Barasat in Book No. I, Volume No. 2, Pages 8936 to 8947, Deed No. 01636 of 2008	15.60	Land admeasuring 07.40 decimal comprised in L.R. Plot No. 1332, land admeasuring 04.60 decimal comprised in L.R. Plot No. 1333, land admeasuring 01.20 decimal comprised in L.R. Plot No. 1334 and land admeasuring 2.40 decimal comprised in L.R. Plot No. 1335, L.R. Khatian No. 406/1
6.	3 January 2008	Nur Box	Office of the District Sub-Registrar-II, North 24-Parganas, Barasat in Book No. I, Volume No.	15.60	Land admeasuring 07.40 decimal comprised in L.R. Plot No. 1332, land admeasuring 04.60 decimal comprised in L.R. Plot No. 1333, land admeasuring


  
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Sl. No.	Date	Name of Seller	Registration Details	Purchased Area (in decimals)	Land Details
			2, Pages 8979 to 8990, Deed No. 01638 of 2008		01.20 decimal comprised in L.R. Plot No. 1334 and land admeasuring 2.40 decimal comprised in L.R. Plot No. 1335, L.R. Khatian No. 961/1
7.	1 August 2011	Sahid Ali Molla and Others	Office of the Additional District Sub-Registrar, Bidhannagar, North 24-Parganas, in Book No. I, Volume No. 16, Pages 6547 to 6564, Deed No. 08825 of 2011	8	Land admeasuring 8 decimal comprised in L.R. Plot No. 1333, L.R. Khatian Nos. 2398, 2397, 2399 and 1650
8.	4 August 2011	Marjina Bibi and Others	Office of the Additional District Sub-Registrar, Bidhannagar, North 24-Parganas, in Book No. I, Volume No. 16, Pages 10191 to 10208, Deed No. 09008 of 2011	7.5	Land admeasuring 7.5 decimal comprised in L.R. Plot No. 1333, L.R. Khatian Nos. 1453 and 1243
			<b>Total</b>	<b>129.5</b>	

- B. In the abovementioned manner, the Promoter has become the legal and beneficial owner of the Project Land, which is more fully described in the **Schedule A** hereunder written and demarcated in colour Red in the **Plan A** annexed hereto.
- C. The Promoter, initially being desirous of constructing a residential building on the Project Land comprising of several self-contained units, had applied for and had received sanction of the building plans for the said building from the office of the Chandpur Gram Panchayat vide memo No. 533/Rht dated 31 October 2014.
- D. Upon receiving sanction of the aforesaid plans, the Promoter had commenced construction and development of the said residential building on or about 10 August 2015.

  
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- E. Thereafter, the Promoter, intending to offer residential solution to the senior citizens of the society, needed modification in the building plan, referred to in Recital C above. The Promoter, planning to construct a ground plus five storied residential building ("**Building**") together with [●] open parking spaces on the open area of the said project, the Common Portions (as defined hereinafter) (collectively referred as "**Project**"), applied for and received sanction of the modified building plans for the Project from the office of North 24 Parganas Zilla Parishad, Barasaat vide memo No. 593/(N)Z.P. dated 27 March 2019 ("**Sanctioned Plan**").
- F. The Promoter has also registered the Project with the Authority (as defined hereinbelow) on [●] under Registration No. [●] and has procured the relevant registration certificate ("**Registration Certificate**") from the Authority in terms of the Act (as defined hereinbelow).
- G. The Allottee, fully understanding that the Project is an independent and assisted living community project, approached the Promoter to purchase the Unit comprised within the Building, on the terms and conditions agreed by and between the Parties herein.
- H. The Allottee has also accepted, confirmed and acknowledged that upon completion of the construction of the Unit and on and from the Date of Possession (as defined hereinafter) thereof, the Project (including the Unit) shall be maintained, managed and administered by an entity engaged by the Promoter for this purpose ("**Service Provider**"). It is also accepted, confirmed and acknowledged by the Allottee that the said Service Provider shall, either itself or by engaging any other entity, provide various senior living services to the allottees of the Project. In order to give effect to the same, the Allottee shall enter into a Service Agreement (as defined hereinafter) with the said Service Provider and/or such other entity wherein, *inter alia*, the right to use the Excluded Areas and Facilities shall be granted in favour of the Allottee.
- I. The Allottee has, prior to the Effective Date, examined the copy of the Registration Certificate and has caused the said Registration Certificate to be examined in detail by his/ her/ its advocates and architectural consultants. The Allottee has also examined all the documents and information uploaded by the Promoter on the website of the Authority (as defined hereinafter) as required under the provisions of the Act and the rules and regulations framed thereunder and has understood the documents and information in all respect. The Allottee has also viewed and verified the physical construction relating to the development of the Project, to his/her satisfaction;
- J. Relying on the aforesaid, the Promoter has agreed to sell the Unit on the terms and conditions appearing hereinafter;
- K. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein; and
- L. 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.

  
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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. DEFINITIONS AND INTERPRETATION

1.1 Definition

In this Agreement unless the context or meaning otherwise requires, the following words and expressions as used herein shall have the meanings assigned to them as under:

**"Act"** shall mean the West Bengal Housing Industry Regulation Act, 2017 (West Ben. Act XLI of 2017);

**"Agreement"** means this Agreement, including all the Schedules thereto and shall include all modifications, alterations, additions or deletions thereto made in writing upon mutual consent of the Parties subsequent to the Effective Date;

**"Applicable Law(s)"** or shall mean any statute, law, regulation, ordinance, rule, judgement, order, decree, bye-law, approval from the concerned authority, government resolution or any other similar form of decision of, or determination by, or any interpretation or adjudication having the force of law of any of the foregoing, by any concerned authority having jurisdiction over the matter in question;

**"Association of Allottees"** shall mean an association formed by the Allottees for the purposes as mentioned in the Act;


**"Authority"** shall mean the West Bengal Housing Industry Regulatory Authority constituted under the provisions of West Bengal Housing Industry Regulation Act, 2017;

**"Building"** shall have the meaning ascribed to it in Recital E;

**"Built Up Area"** shall, in relation to the Unit mean the net usable floor area of the Unit, including the thickness of the external walls with the walls common with common areas shall be considered in full and walls common with other units shall be considered as half and shall include balconies or verandahs;

**"Carpet Area"** shall, in relation to the Unit, mean the net usable floor area of the Unit, excluding the area covered by the external walls, areas under service shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the Unit;

**"Completion Date"** shall mean the date of completion of the Project as per registration with the Authority and as defined in Clause 7.4 hereinbelow, and shall include any extension of

  
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registration granted to the said Project by the Authority, in accordance with the Act;

**"Conveyance Deed"** means the deed of conveyance to be executed between the Allottee and the Promoter whereby the Promoter shall sell, transfer and convey the Unit together in favour of the Allottee;

**"Date of Possession"** shall have the meaning ascribed to it in Clause 7.4, read with Clause 7.5 of this Agreement;

**"Effective Date"** shall mean the date of execution of this Agreement;

**"Encumbrance"** means any encumbrance such as mortgage, charge, pledge, lien, hypothecation, security interest, assignment, non-disposal or other restrictive covenant or undertaking, option, right of pre-emption, easement, quasi-easement, attachment or process of court, burdensome covenant or condition and/or any other arrangement, privilege or priority of any kind having the effect of security or other obligation or restriction and shall include physical or legal obstructions or encroachments on the Project Land and/or structures constructed thereon till the Effective Date or other Third Party interest or claim which could affect the development and / or ownership of the Project Land and shall include any breach or non-performance of Promoter's obligations by any means, including breach or non-performance under any approval or consent from any authority;

**"Excluded Areas and Facilities"** shall mean the areas and facilities being described in the **Schedule G** below which will remain under the control and possession of the Promoter with rights and authority to deal with the same exclusively and the same shall not form part of the Project, including the Common Portions. The Promoter shall have the right to sell, transfer, grant lease or license or otherwise deal with such Excluded Area and Facilities on such terms and conditions and for such period as the Promoter may deem fit and to receive and appropriate the consideration for the same.

**"INR"** shall mean the currency of the Republic of India;

**"Land Share"** shall mean undivided, variable, impartible, proportionate share in the Project Land, as be attributable to the Unit. The Land Share is/shall be derived by taking into consideration the proportion which the Built Up Area of the Unit bears to the total built up area of the Building;

**"Parking Space"** shall mean open Parking Space bearing number [●] situated at [●] forming part of the Project and demarcated in colour **Yellow** on **Plan C** attached.

**"Person"** means any individual, company, corporation, partnership, limited liability partnership, joint venture, trust, unincorporated organisation, government or government authority or agency or any other legal entity that may be treated as a person under Applicable Law;

  
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"Project" shall have the meaning ascribed to it in Recital E of this Agreement;

"Project Land" shall have the meaning ascribed to it in Recital A, described in **Schedule A** of this Agreement and demarcated in colour **Red** on **Plan A** attached;

"Registration Certificate" shall have the meaning ascribed to it in Recital F of this Agreement;

"Resident" shall mean the person occupying, using and enjoying the Unit at any point of time in terms of the provisions contained in this Agreement, the Service Agreement and the Conveyance Deed;

"Rules" means the West Bengal Housing Industry Regulation Rules, 2018 made under Act;

"Schedule" shall mean a schedule to this Agreement;

"Schedule of Payment" shall mean the systematic payment schedule as set out in Part-II and Part-III of **Schedule B** of this Agreement;

"Service Agreement" means the agreement to be entered into between the Service Provider and/or such other entity appointed by the Service Provider, and the Allottee, whereby the Allottee shall authorize the Service Provider and/or such other entity by way of a lease or license to maintain, manage and administer the Unit and provide senior living services as per the terms and conditions specified therein;


"Right In The Common Portions" shall mean undivided, variable, impartible, proportionate right of usage in the common areas including all internal and external development, amenities and facilities of the Building, as detailed in **Schedule C** below (collectively "**Common Portions**"). The Right In The Common Portions shall be derived by taking into consideration the proportion which the built up area of the Unit bears to the total built up area of the Building.

"Third Party" shall mean and refer to a Person who is not a party to this Agreement;

"Unit" shall mean [●], described in **Part-I** of the **Schedule B** below and demarcated in colour **Green & Bold** on **Plan B** attached, comprised in the Building constructed on the Project Land together with the Land Share, the Parking Space and Right In The Common Portions; and

## 1.2 Other Terms

Other terms may be defined elsewhere in the text of this Agreement and, unless otherwise indicated, shall have such meaning throughout this Agreement.

  
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### 1.3 Interpretations

1.3.1 Unless there is something in the subject or context inconsistent therewith:

- (a) any reference to a statute (whether or not any specifically named herein) shall include any amendment or re-enactment thereof for the time being in force and shall include all instruments, orders, plans, regulations, bye laws, permissions and directions for the time being made issued or given thereunder or deriving validity therefrom;
- (b) unless the context otherwise requires or is stated, words in the singular include the plural and vice versa; words importing any gender include all genders;
- (c) a reference to a clause or a Schedule is a reference to a clause or a Schedule, as the case may be of, or to, this Agreement;
- (d) the term 'or' shall not be exclusive and the terms "herein", "hereof", "hereto" and "hereunder" and other terms of similar import shall refer to this Agreement as a whole and not merely to the specific provision where such terms may appear; and the terms "including" and "include" shall be construed without limitation;
- (e) the words "directly or indirectly" mean directly or indirectly through one or more intermediary persons or through contractual or other legal arrangements, and "direct or indirect" shall have the correlative meanings.


1.3.2 The heading and bold typeface appearing in this Agreement are for reference only and shall not affect the construction thereof;

1.3.3 Reference to any agreement, contract, deed or document shall be construed as including any amendment, modification, alteration or variation to it, any novation of it, and/or anything supplemental to it;

1.3.4 Each of the representations and warranties provided in this Agreement is independent of other representations and warranties in this Agreement and unless the contrary is expressly stated, no clause in this Agreement limits the extent or application of another clause;


1.3.5 Where there is any inconsistency between the definitions set out in this clause and the definitions set out in any clause or Schedule, then for the purpose of construing such clause or Schedule, the definitions set out in such clause or schedule shall prevail; and

1.3.6 Any Schedule or appendix to this Agreement shall take effect as if set out in this Agreement and references to this Agreement shall include its Schedules and appendices.

  
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**2. PRINCIPAL TERMS:**

- 2.1 The Promoter confirms, accepts and assures the Allottee that the Promoter is the lawful owner of the Project Land free from all Encumbrances whatsoever and have marketable and saleable right, title and interest in the Project Land, the Unit, Building and/ or the Project.
- 2.2 The Allottee confirms, accepts and assures the Promoter that the Allottee is acquainted with, fully aware of and is thoroughly satisfied about the right, title and interest of the Promoter in the Project Land and the Building respectively, the Sanctioned Plan, all the background papers recited in the Recital of this Agreement hereto and the rights of the Promoter to enter into this Agreement and shall not raise any objection with regard thereto.
- 2.3 The Allottee confirms, accepts and assures that since the Project is being developed and constructed by the Promoter with the intention of providing residential solution to the senior citizens of the society, the Allottee shall abide by the following terms at all times:
- (i) The Resident or his/her spouse should be at least 50 (fifty) years in age at the time of taking possession of the Unit;
  - (ii) The Resident or his/her spouse should not suffer from any contagious disease or Alzheimer and should not be terminally ill or of unsound mind as on the Date of Possession of the Unit.
  - (iii) The children/grand-children or other relatives below the age of 50 years may stay with the Resident or his/her spouse or the tenant or the licensee, as the case may be, for a period of short duration limited to 30 (thirty) days in a calendar year and any stay beyond such short duration would require prior written approval of the Service Provider.
- 2.4 The Promoter has agreed to sell the Unit to the Allottee, on the terms and conditions contained in this Agreement and in consideration of the payment of the Agreed Consideration by the Allottee. Such sale shall be effected by the Promoter conveying the Unit, to the Allottee.
- 2.5 The Allottee confirms, accepts and assures the Promoter that the Allottee has the financial and other resources to meet and comply with all financial and other obligations under this Agreement, punctually.
- 2.6 It is agreed that the Promoter shall not make any addition and/ or alteration in the sanctioned plan, layout plan, specifications (as described in **Schedule E** below) and the nature of amenities and facilities (as described in **Schedule C** below) and (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the Unit, Building and/ or Project, 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

  
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Act.

Further, the Promoter will have the right, without any approval from any Allottee to make any alterations, additions, improvements and/ or repairs, ordinary or extraordinary in relation to the unit(s) that have not been allotted to anyone, without affecting the units that have already been allotted and any other part of the Project. The Allottee shall have no right to raise objections in this regard.

- 2.7 Subject to Clause 11 below, the Promoter agrees and acknowledges that the Allottee shall have the right to the Unit as mentioned below:
- (i) The Allottee shall have exclusive ownership of the Unit;
  - (ii) The Allottee shall also have right of usage in the Common Portions. The Promoter shall handover possession of the Common Portions to the Association of Allottees after duly obtaining the completion certificate from the competent authority, if applicable, as provided in the Act;
  - (iii) That the computation of the price of the Unit includes recovery of price of Project Land, construction of not only the Unit but also the common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity in the Unit, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges accrued upto the Date of Possession etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Unit, which is to be specified by the Promoter at the time of execution of the Conveyance Deed.
  - (iv) The Allottee has the right to visit the site of the Project to assess the extent of development of the Project and his Unit, subject to Clause 7.3 of this Agreement;
- 2.8 It is agreed that the Project is a senior living project covering the Project Land and is not a part of any other project or zone and shall not form a part of and/ or linked or combined with any other project in its vicinity or otherwise, except for the purpose of integration of infrastructure for the benefit of the allottees or residents of this Project as well as of any extension thereof in the adjoining land. It is clarified that the Common Portions as specified in **Schedule C** shall be available only for use and enjoyment of the allottees of this Project or any extension thereof. However, in the event of any extension of the Project, the allottees of the extended portion of the Project shall be liable to make payment of the proportionate maintenance charges for the use of the Common Portions as well as the Excluded Area And Facilities.
- 2.9 The Allottee has paid a sum of INR [●] (Indian Rupees [●] only) as booking amount being part payment towards the Agreed Consideration of the Unit 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 Unit as prescribed in the Schedule of Payment 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 as per the Schedule of Payment, consequences as mentioned in Clause 11.5.1 shall follow.

  
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- 2.10 The Allottee confirms, accepts and assures the Promoter that notwithstanding anything contained in this Agreement, it is clearly understood by the Allottee that the right, title and interest of the Allottee is confined only to the Unit and the Promoter is entitled to sell and/or dispose off all other portions of the Project Land and the Building to any third party at the sole discretion of the Promoter, to which the Allottee under no circumstances shall be entitled to raise any objection and waive his/her/its right to do so.
- 2.11 The Allottee confirms to participate towards formation of the Association of Allottees under the provisions of West Bengal Apartment Ownership Act, 1972 within a period of 90 (ninety) days from the date of registration of the Conveyance Deed. In case of failure to do so, the Allottee agrees to compensate for any loss suffered by the Promoter for the formation of the Association of Allottees.
- 2.12 The Allottee confirms that in order to preserve ambience, hygiene, efficient control and management of the Project, the Promoter and/ or the Service Provider shall be entitled to frame rules relating to the use and enjoyment of the Unit, Building, Common Portions or the Project in general.
- 2.13 The Parties agree, accept and confirm that the Allottee's Covenants ("Allottee's Covenants") and Promoter's Covenants ("Promoter's Covenants") (collectively "Covenants" as mentioned in the **Schedule D** below) shall bind them and their successors-in-title or interest and this Agreement is based on the undertaking that the Allottee's Covenants and Promoter's Covenants shall be strictly performed by the Allottee and the Promoter, respectively.
- 2.14 The Allottee further agrees not to undertake any addition/alteration in the common areas or in the Unit, whether individually or as part of the Association of Allottees, without the prior written permission from Promoter or their assignees.

### 3. DEMISE

- 3.1 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 from the Promoter, the Unit.
- 3.2 Simultaneously with the execution of this Agreement, the Allottee shall enter into Service Agreement with the Service Provider and/or such other entity appointed by the Service Provider, whereby the Allottee shall authorize the Service Provider and/or such other entity to maintain, manage and administer the Unit as per the terms and conditions specified therein.

### 4. AGREED CONSIDERATION

- 4.1 **Amount:** The consideration for sale, transfer and conveyance of the Unit has been mutually

  
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agreed upon, settled and fixed at INR [●] (Indian Rupees [●]) (“Agreed Consideration”) only, out of which the Allottee has paid a sum of INR [●] (Indian Rupees [●]) only as booking amount being part payment towards the Agreed Consideration, which the Parties confirm and accept. The Agreed Consideration above includes the Goods and Services Tax (“GST”), as applicable on the date of execution of this Agreement, only. Any additional or new taxes or any upward revision in the GST (from the level applicable on the date of execution of this Agreement) shall be borne and payable by the Allottee at the time of execution and registration of the Conveyance Deed.

4.2 The details of the Agreed Consideration based on the carpet area, for the Unit are as below:

<b>Block/ Building/ Tower Number:</b>				<b>Unit Number:</b>			
<b>Unit Type:</b>		<b>Floor:</b>		<b>Carpet Area:</b>			
<b>Unit Price:</b>							
<b>Parking Number(s):</b>	<b>Space</b>			<b>Price (in INR):</b>			
<b>Cost of exclusive balcony/ verandah area:</b>				<b>Cost of exclusive open terrace areas:</b>			
<b>Proportionate cost of common areas:</b>				<b>Preferential location charges:</b>			
<b>Taxes:</b>							
<b>Agreed Consideration (in INR): [●] (Indian Rupees [●]) only.</b>							

**Explanations:**

- (i) The Agreed Consideration above includes the booking amount paid by the Allottee to the Promoter towards the Unit;
- (ii) The Agreed Consideration above includes taxes (consisting of tax paid or payable by the Promoter by way of GST and Cess or any other similar taxes which may be levied, in connection with the development of the Project payable by the Promoter, by whatever name called) up to that Date of Possession in case of the Unit, and upto the date of handing over the Land Share and Right In The Common Portions to the Association of Allottees or the competent authority, as the case may be, after obtaining the completion certificate, if applicable;

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 Completion Date, the same shall not be charged from the Allottee. However, in case of any increase in stamp duty or incurrence of additional charges payable due to delay in execution and registration of the Conveyance Deed without any fault of the Promoter, the Allottee shall be required to indemnify the Promoter against any such loss incurred or suffered due to such delay in execution of the Conveyance Deed;



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- (iii) The Promoter shall periodically intimate in writing to the Allottee, the amounts payable as stated in the Schedule of Payment 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 Agreed Consideration includes recovery of price of land, construction of not only the Unit but also the common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Unit, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges accrued upto the Date of Possession etc., and includes cost for providing all other facilities, amenities and specifications to be provided within the Unit and the Project; and
  - (v) Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other allottee(s) of the Project, the same shall be in the ratio which the carpet area of the Unit bears to the total carpet area of all the units in the Project.
- 4.3 **Miscellaneous Deposits and Charges:** It is further clarified that the Agreed Consideration does not include association formation deposit, and other charges or deposits and the same shall be payable by the Allottee as mentioned in Part III of **Schedule B** (Schedule of Payment) of this Agreement.
- 4.4 The Agreed Consideration 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.
- 4.5 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 occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area of more than 3% (three percent) then the Promoter shall refund the excess money paid by Allottee within 45 (forty five) days with annual interest at the rate as may be 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 3% (three percent) of the carpet area of the Unit, allotted to Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Schedule of Payment. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 4.2 of this Agreement.
- 4.6 **Stamp Duty and Registration Costs:** Stamp duty, registration fees, and miscellaneous charges

  
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and expenses that may be incurred during the registration process in respect of this Agreement and all other documents to be executed in pursuance hereof including the Conveyance Deed, shall be paid by the Allottee within 7 (seven) days of demand being made by the Promoter in writing, in this regard.

- 4.7 Legal Fees:** In addition to the above, Allottee shall also pay the legal fees including the professional costs and fees of the solicitors/advocates of the Promoter for drafting and finalisation of this Agreement and all other documents to be executed in pursuance hereof including the Conveyance Deed.

## **5. MODE OF PAYMENT**

- 5.1** Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall pay to the Promoter, the Agreed Consideration mentioned in Clause 4.1 above, in the manner mentioned in Part-II of the **Schedule B** below through A/c payee cheque/demand draft or online payment (as applicable) in favour of "Saltee Buildcon Private Limited", Punjab & Sind Bank, Calcutta IBD Branch, Kolkata, Account No: 05621100000837, IFSC Code: PSIB0000562.


- 5.2** Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall pay to the Promoter, the Miscellaneous Deposits and Charges mentioned in Clause 4.3 above, in the manner mentioned in Part-III of the **Schedule B** below through A/c payee cheque/demand draft or online payment (as applicable) in favour of "[●]", [●], [●] Branch, Kolkata, Account No: [●], IFSC Code: [●].

- 5.3** Timely payment of the Agreed Consideration is the essence of this contract. In the event the Allottee fails to make payment of any amount towards the Agreed Consideration and Miscellaneous Deposits and Charges which has become payable in terms of the Schedule of Payment mentioned in Part-II and Part-III of the **Schedule B**, consequences as mentioned in Clause 11.5.1 shall follow.

- 5.4** The Allottee hereby authorizes the Promoter to adjust/ appropriate all payments made by him/ her under any head(s) of dues against lawful outstanding of the Allottee, if any, against the Unit, in his/ her name, as the Promoter may in its sole discretion deem fit and the Allottee further undertakes not to object/ demand/direct the Promoter to adjust his/ her payments in any manner.

## **6. COMPLIANCE OF LAWS RELATING TO REMITTANCES**

- 6.1** 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


  
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remittance of payment for 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 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 part to comply with the applicable guidelines issued by the Reserve Bank of India, he shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

- 6.2 The Promoter accepts no responsibility in regard to matters specified in Clause 6.1 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 allotment of the said Unit applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

## 7. CONSTRUCTION, POSSESSION AND COMPLETION OF SALE

- 7.1 The Promoter shall complete the Project within the Completion Date and shall hand over the Unit to the Allottee and the Common Portions to the Association of Allottees or the competent authority, as the case may be, within time permitted under the Act.
- 7.2 The Allottee agrees that he has seen and accepted the proposed layout plan of the Unit, the Building and the Project including the floor plan of the Unit, Schedule of Payment, specifications as described in **Schedule E** and the common amenities and facilities as described in **Schedule C** hereinbelow, which has been approved by the competent authorities. The Promoter shall construct, complete and make habitable the Unit and the Common Portions in accordance with the said layout plans, specifications (as described in **Schedule E**) amenities and facilities (as detailed in **Schedule C**) below, 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 applicable building rules, municipal laws and provisions prescribed by the applicable laws of West Bengal shall not have an option to make any variation/ alteration/ modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.
- 7.3 The Promoter shall allow the Allottee to inspect the Unit (during working hours of the Promoter) at the time of construction provided the Allottee gives 24 (twenty four) hours' prior notice in writing to the Promoter before such inspection.

  
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7.4 The Promoter agrees and understands that timely delivery of possession of the Unit to the Allottee and the Common Portions to the association of Allottees or the competent authority, as the case may be, is the essence of the Agreement. Subject to completion of the Project and receipt of the entire amount due as on that date as per the Schedule of Payment, the Promoter assures to make the Unit habitable along with ready and complete Common Portions (save and except the internal furnishing of the Unit), on or before [●] ("**Completion Date**"), unless there is delay or failure due to Force Majeure events as specified in Clause 9 below, and after obtaining occupancy certificate from the concerned authority in respect of the entire Project or such part of the Project which comprises the Unit, shall give notice to the Allottee, who shall, within 15 (fifteen) days from date of the said notice ("**Date of Possession**"), take possession of the Unit, after fulfilling all obligations under this Agreement, including payment of the balance of the Agreed Consideration as indicated in Part II of the **Schedule B** below and Miscellaneous Deposits and Charges as indicated in Part III of **Schedule B** below. Further, possession of the Common Portions shall be handed over to the Association of Allottees by the Promoter separately. In case of failure on the part of the Allottee in taking possession of the Unit within the Date of Possession, the Promoter may at its own discretion charge the Allottee a holding charge at the rate of INR [●] per square feet of Carpet Area of the Unit per day ("**Holding Charge**") till actual possession is taken by the Allottee. Further, notwithstanding any other provisions of this Agreement, the Allottee shall be liable to make payment of the applicable maintenance charges, utility charges and the municipal and/or local body rates, taxes, cess etc. in respect of the Unit, as indicated in the Service Agreement, on the basis of the bills as raised by the Service Provider and/ or such other entity appointed by the Service Provider, without claiming any deduction or abatement in any manner or on any account, on and from the Date of Possession.

A letter ("**Handover Certificate**") shall be issued by the Promoter to the Allottee at the time of handing over possession of the Unit which will be signed and returned by the Allottee to the Promoter immediately. Such Handover Certificate will confirm and put on record that vacant and peaceful possession of the Unit has been handed over to the Allottee as on the date specified therein.

If, however, the completion of the Project is delayed due to Force Majeure events, then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Unit. Provided that such Force Majeure events are not of a nature which make it impossible for the Agreement to be implemented.

7.5 The Allottee shall take possession of the Unit from the Promoter by executing necessary indemnities, undertakings and such other documentation as may be prescribed by the Promoter. The Allottee shall, unless the Allottee takes possession earlier, be deemed to have taken possession of the Unit on the Date of Possession, irrespective of when the Allottee takes actual physical possession, for all purposes including calculation of liabilities arising out of the Unit, post such date. Date of Possession shall thus mean the date on which the Allottee takes physical possession of the Unit or the 15<sup>th</sup> day from the date of the notice specified in


  
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Clause 7.4 above, whichever is earlier.

- 7.6 On and from the Date of Possession as defined in Clause 7.4, read with Clause 7.5 above, the Allottee shall be liable to the following:
- (i) To pay all charges, rates, taxes, levies, outgoings, deposits including security deposits or assessments and maintenance or other charges in respect of the Unit; and
  - (ii) All risks and costs relating to the Unit.

Further, on and from the Date of Possession, the Allottee will not be entitled to raise any claim against the Promoter in respect of the Unit for any reason whatsoever.

- 7.7 After obtaining the occupancy certificate, and handing over physical possession of the Unit to the Allottees, it shall be the responsibility of the Promoter to hand over within 30 (thirty) days of such handing over of possession, the necessary documents and plans, including common areas, to the Association of Allottee or the competent authority, as the case may be.
- 7.8 Upon completion of only the Unit, the Promoter may offer possession of the Unit to the Allottee and that offer shall be binding on the Allottee.
- 7.9 On the Date of Possession, the Allottee shall be deemed to be completely satisfied with all aspects of the Unit, including the measurement of the Unit, with regard to which the Allottee shall accept that the certificate of Architect or the surveyor as appointed by the Promoter, as final and binding.
- 7.10 The Promoter agrees to pay all outgoings till the Date of Possession (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges accrued upto the Date of Possession, 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 or any liability, mortgage loan and interest thereon before transferring the Unit to the Allottee, the Promoter agrees to be liable, even after the transfer of the Unit, 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. From the Date of Possession, all outgoings in respect of the Unit, including proportionate share of the common expenses/maintenance charges and all other rates, taxes, utility charges etc., shall become payable by the Allottee.
- 7.11 In the event possession of the Unit could not be handed over to the Allottee due to non-compliance with the terms and conditions set out in the Agreement or a failure by the Allottee to pay all outstanding amounts, deposits and charges by their respective due date(s), the Promoter may cancel this Agreement and the allotment and/or recover such costs that the

  
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Promoter might have borne on behalf of the Allottee in this regard. Further, the consequences of Default by the Allottee shall follow.

- 7.12 Upon the Allottee paying the Agreed Consideration as stipulated in Part-II of the **Schedule B** below, together with Miscellaneous Deposits and Charges as stipulated in Part III of the **Schedule B** below and all other dues, deposits, charges, modified taxes, if any, payable by the Allottee in terms of this Agreement or under Applicable Laws, Parties shall execute the Conveyance Deed by and between the Promoter and the Allottee to convey the title of the Unit in favour of the Allottee. Execution and registration of such Conveyance Deed shall take place within a period not exceeding 30 (thirty) days from the Date of Possession and in any case within a period of 3 (three) months from the date issuance of the occupancy certificate for the Building. The Promoter shall issue a written notice to the Allottees who has paid the entire Agreed Consideration, Miscellaneous Deposits and Charges as stipulated in Part II and Part III of the **Schedule B** below respectively, any other dues, deposits, charges, modified taxes, if any, payable by the Allottee in terms of this Agreement or under Applicable Laws to make payment of the requisite stamp duty, registration fee and expenses towards execution and registration of the Conveyance Deed within a period of 7 (seven) days from the date of issuance of such notice. Upon the Allottee making payment of the requisite stamp duty, registration fee and expenses towards execution and registration of the Conveyance Deed, Promoter shall issue another written notice to the Allottee stipulating the details of the venue and time when the Allottee will be required to be present in person or through authorized representative (such representative being authorized by a registered power of attorney) to execute and register the Conveyance Deed.

Should there be any direction by the Income Tax authority, GST authorities, any other Central or State Government authorities or any court of law restraining the execution of the Conveyance Deed or transfer of possession or any such process, the Promoter shall not be liable for any loss arising to the Allottee for such restraint or delay.

- 7.13 However, in case the Allottee fails to deposit the stamp duty, registration fee and expenses towards execution and registration of the Conveyance Deed within the period specified in the notice mentioned in Clause 7.12 above, the Promoter shall be entitled to either withhold registration of the Conveyance Deed in favour of the Allottee till payment of such stamp duty, registration fees and expenses to the Promoter is made by the Allottee or cancel this Agreement and the allotment of the Unit, without any further intimation. In case of such cancellation of this Agreement and allotment by the Promoter, it shall refund all monies paid by the Allottee after deducting INR [●] (Indian Rupees [●]) only there from towards the interest on delayed payments, brokerage, other charges and taxes, if any, incurred by the Promoter.


In case the Promoter opts not to cancel this Agreement and the allotment, the Promoter shall have the right to withhold handing over the physical possession of the Unit, if applicable, until the Conveyance Deed is executed and registered, additionally the Allottee shall be liable to make payment of the Holding Charge (as specified in Clause 7.4 above) along with

  
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maintenance charges, utility charges, municipal and/or local body rates, taxes, cess etc. in respect of the Unit on and from the Date of Possession as and when demanded by the Promoter.

- 7.14 The Promoter shall ensure that at the time of registration of the Conveyance Deed, the Unit is free from all encumbrances, save and except those agreed to be created by the Allottee for financing payment of the Agreed Consideration to the Promoter. In case of any charges, fees or taxes required to be paid by the Allottee in relation to the Unit remains unpaid on the due date for such payment as per the Schedule of Payment, such fees, charges, taxes, along with default interest at the rate equivalent to Prime Lending Rate of the State Bank of India (as applicable on the date of default) plus 2% p.a., shall be treated as unpaid sale price of the allotted Unit and the Promoter shall have lien on the Unit for the recovery of such fees, charges, taxes.
- 7.15 It is agreed that, in case the Allottee is aggrieved by any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per this Agreement relating to such development, the same shall be brought to the notice of the Promoter by a written notice, within a period of 5 (five) years from the Date of Possession. Upon receipt of any such notice, the Promoter shall refer the same to an independent engineer for inspection within a period of 15 (fifteen) days from the receipt of such notice. Based on the report of the said independent engineer, if it is determined that there exists any such defect(s), it shall be the duty of the Promoter to rectify the same without further charge, within 30 (thirty) days from the date of such report. However, based on the report of the said independent engineer, if it is determined that there exists no such defect(s), the Allottee shall be liable to bear the expenses incurred for undertaking such inspection and preparation of the report by the said independent engineer. In case of any dispute between the Parties regarding the existence and/ or onus of rectification of any such defect, the same shall be resolved in accordance with the dispute resolution mechanism specified in Clause 15 of this Agreement.

It is hereby further clarified that the Allottee and/or the Resident shall not make any alteration in any of the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of water. If any of such works are carried out without the written consent of the Promoter, the defect liability obligations on the part of the Promoter shall automatically become void and stand extinguished. The word 'defect' for the purpose of this Clause 7.15 herein shall mean only the manufacturing and workmanship defect/s caused on account of willful neglect on the part of the Promoter, and shall not mean and include defect/s caused by normal wear and tear and/or by the negligent use of the Unit by the Allottee and/or the Resident, vagaries of nature etc. Further, the Allottee hereby accepts and acknowledges that the regular wear and tear of the Unit and/or the Building includes minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20 (twenty) degrees celsius and the same do not amount to structural defects and hence cannot be attributed to either faulty workmanship or structural defect in terms of the provisions of this

  
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Agreement.

- 7.16 The Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the Project Land, on which the Project is being 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.

## **8. INDEMNITY**

- 8.1 The Allottee indemnifies and agrees to keep the Promoter saved, harmless and indemnified of, from and against any loss or damage the Promoter may suffer as a result of non-payment, non-observance or non-performance by the Allottee of the Allottee's Covenants and/or by any act of Allottee and/or any of the terms contained in this Agreement and Applicable Laws.
- 8.2 Further, Allottee also expressly agrees to indemnify the Promoter, if there is any levy of taxes, charges or fees by any government agency or competent authority, retrospectively or by virtue of any new interpretation of law by competent courts etc. which was not claimed/ included in the Schedule of Payment specifically.

## **9. FORCE MAJEURE**

- 9.1 For the purposes of this Agreement, force majeure shall mean any event or circumstance, or combination of events or circumstances beyond the reasonable control of the Promoter, which event/s or circumstance/s cannot by exercise of reasonable diligence be prevented or caused to be prevented, or cannot despite the adoption of reasonable precautions and reasonable alternative measures be prevented or which materially and adversely affect Promoter's performance of its duties or obligations under this Agreement including but not limited to:


9.1.1 acts of God and nature including epidemic;

9.1.2 non-availability of steel, cement, other building materials and infrastructural facilities, including but not limited to water supply, electric supply, etc.;


9.1.3 explosion, accident, blockade, embargoes, sabotage, breakage or breakdown of facilities or plant or equipment, failure or for defect in major forging or castings or other items of major equipment which require protracted time to obtain, the place of repair, or chemical contamination;

9.1.4 a plane crash, a shipwreck, train wrecks or failures or delays of transportation;

9.1.5 strikes, lockouts, work to rule actions, go slows or similar labour difficulties that in any way affect the construction of the Building and development of the Project;

  
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- 9.1.6 geological, subsurface ground conditions as a result of which construction of the Building and development of the Project is delayed or no longer financially or technically viable;
- 9.1.7 disruptions, challenges and placement of legal and traditional impediments, including as to title or otherwise, in any manner whatsoever by any Person who has agreed to purchase/already purchased any unit in the Building or by any third party whatsoever and delay or non-availability of any and all approvals by any governmental, municipal or other competent authority which delays or materially adversely affects the construction of the Building and development of the Project as mentioned in this Agreement;
- 9.1.8 act of war, invasion, armed conflict, hostile act of foreign enemy, blockade, embargo, a revolution, riot, insurrection, civil commotion, or act of terrorism;
- 9.1.9 any local disturbance which may arise and is beyond the control of Promoter;
- 9.1.10 delay in grant of any NOC/permission/license for connection and/or installation of any services such as lifts, electricity and water connections and meters to the Project and/or the Unit as well as any delay in grant of completion certificate from the appropriate authority;
- 9.1.11 delay by the local authority in issuing or granting necessary occupancy certificate, the Promoter having complied with all requirements;
- 9.1.12 delay or default in payment of dues by the Allottee under this Agreement; and
- 9.1.13 any event or circumstances analogous to the foregoing.
- 9.2 In case there is delay on the part of the Promoter in fulfilling their obligations hereunder due to any of the reasons stated in Clause 9.1 above, then the Promoter shall not be liable to pay any interest or damages. In the event, the completion of the Project is delayed due to the force majeure conditions specified in Clause 9.1 above, then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Unit, provided that such force majeure conditions are not of a nature which make it impossible for this Agreement to be implemented.
- 9.3 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 Agreement shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the Allottee within 45 (forty five) days from that date. The Promoter shall intimate the Allottee about such termination at least 30 (thirty) days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/ she

  
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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.


## 10. REPRESENTATIONS AND WARRANTIES

10.1 The Promoter hereby represent and warrant to the Allottee as follows:

- (i) The Promoter has absolute, clear and marketable title of the Project Land;
- (ii) The Promoter has the requisite rights to carry out development upon the Project Land and absolute, physical possession of the Project Land for the Project;
- (iii) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Project;
- (iv) There are no encumbrances upon the Project Land or the Project;
- (v) There are no litigations pending before any court of law or Authority with respect to the Project Land, Project, Common Portions or the Unit;
- (vi) All approvals, licenses and permits issued by the competent authorities with respect to the Project, Project Land, Common Portions and the Unit are valid and subsisting and have been obtained by following due process or law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all Applicable Laws in relation to the development of the Project, Project Land, Common Portions, Unit;
- (vii) 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;
- (viii) The Promoter confirms that it is not restricted in any manner whatsoever from selling the said Unit to the Allottee in the manner contemplated in this Agreement;
- (ix) The Promoter shall handover lawful, vacant, peaceful, physical possession of the Unit to the Allottee and the Common Portions to the Association of Allottees or the competent authority, as prescribed in Clause 7 above;
- (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 Project to the competent authorities till the Date of Possession; and
- (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 Project Land and/or the Project.

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

- (i) This Agreement or any other document executed in relation to the Unit by and among the Parties, shall constitute valid and legally binding obligations enforceable in accordance with their terms;
- (ii) Neither the execution of this Agreement, nor the performance of various terms and provisions hereof will violate any deed or agreement to which the Allottee is party or by which the Allottee is bound;

  
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- (iii) The Allottee is not restricted by any judgement, injunction, order, decree or award from the execution, delivery and performance of the terms of this Agreement or any other document executed by him in relation to the Unit;
  - (iv) The Allottee shall, at all times, observe and perform all the terms and conditions, covenants and provisions mentioned herein, and shall not do, omit or suffer to be done anything whereby the right of the Promoter is violated or forfeited or jeopardized or extinguished in respect of the Unit;
  - (v) The Allottee agrees and admits that it shall be lawful for the Promoter to debar or prohibit entry of the Allottee or any person claiming through the Allottee to the said Unit in case of violation of any of the framed rules and/or guidelines.
- 10.3 The representations and warranties on the Parties as provided herein, shall remain true, accurate and complete as on the date of execution of this Agreement and thereafter.

## 11. EVENTS OF DEFAULT AND CONSEQUENCES

- 11.1 Subject to the provisions of Clause 9.1 above (Force Majeure), the Promoter shall be considered to be in default, in the event the Promoter fails to provide ready to move in possession of the Unit to the Allottee within the time period specified. For the purpose of this clause, 'ready to move in possession' shall mean that the Unit shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the Parties, and for which occupancy certificate, has been issued by the competent authority;
- 11.2 In case of default by Promoter as specified in Clause 11.1 above, Allottee shall be shall have the option to receive an alternative Unit with similar details forming part of the Project, as may be offered by the Promoter, subject to adjustment in the Agreed Consideration, if any.
- 11.3 In the event the Allottee does not exercise the option it has under Clause 11.2 above, then the Promoter agrees to pay to the Allottee by way of compensation an amount equivalent to the monthly rent prevailing for similar premises in the vicinity thereof for such delayed period, at a rate as may be mutually agreed, for every month of delay till the handing over of the possession of the said Unit.
- 11.4 The Allottee shall be considered under a condition of Default, on the occurrence of the following events:
- 11.4.1 Failure of the Allottee to make payment of the Agreed Consideration and/ or any other charges payable by the Allottee including Miscellaneous Deposits and Charges, under this Agreement or any part thereof within the due dates specified herein;
  - 11.4.2 Breach by the Allottee of any of the terms of the Agreement, or any other document;
  - 11.4.3 Failure to execute the Service Agreement.

  
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- 11.5 In case of default by the Allottee as specified in Clause 11.4 above, the below mentioned consequences shall follow:
- 11.5.1 In case of default by the Allottee as specified in Clause 11.4.1, the Allottee shall be liable to pay interest at the rate equivalent to Prime Lending Rate of the State Bank of India (as applicable on such date) plus 2% (two percent) p.a. on the unpaid amount, within 45 (forty-five) days of such due date alongwith such unpaid amount, to the Promoter. In case such failure to pay on the part of the Allottee continues for a period beyond 2 (two) consecutive months after notice from the Promoter in this regard, the Promoter shall be eligible to cancel the allotment of the Unit in favour of the Allottee by a written intimation to the Allottee, and refund the amount paid to the Promoter by the Allottee within 45 (forty-five) days, after deducting the booking amount being INR [●] (Indian Rupees [●]) only and the interest liabilities on the unpaid amount till such date. The Promoter shall intimate the Allottee atleast 30 (thirty) days prior to such termination. This Agreement shall thereupon stand terminated. In the event of such cancellation, the Allottee will have no right, title, lien, claim or demand whatsoever in respect of the Unit.
- 11.5.2 In case of default by the Allottee as specified in Clause 11.4.2 or Clause 11.4.3, the Promoter may cancel this Agreement and the allotment of the Unit after giving prior written notice of [●] ([●]) days to the Allottee to rectify the same or execute the Service Agreement. In case of failure on the part of the Allottee to rectify such breach or execute the Service Agreement within the time specified, the Promoter may cancel this Agreement and the said allotment, and issue refund of such amount as was paid by the Allottee till the date of such breach, after deduction of INR [●] (Indian Rupees [●]) only, without any interest or compensation. Allottee shall have the right to claim such refund with effect from the date of transfer of the said Unit to an alternative allottee by the Promoter at a price which is higher than the amount payable to the Allottee.
- 11.6 Upon termination of this Agreement, the Allottee shall neither be entitled to claim any right, title and interest, either equitable or otherwise, over and in respect of the Unit and/or the Project Land or part or portion thereof nor shall be entitled to claim any charge on the Unit, the Project Land and/or any part or portion thereof in any manner whatsoever. The effect of such termination shall be binding and conclusive on the Allottee.
- 11.7 Any payment/refund made to the Allottee shall be conclusive evidence of the discharge of liabilities on the part of the Promoter or its assignees. Termination/cancellation of this Agreement as provided in Clause 11.5.2 shall be conclusive when payment is made to the bank account as detailed in **Schedule H** (Schedule of Bank Account Details of the Allottee). However, in case the Allottee has borrowed funds from a bank for purchasing the Unit, such payment/refund shall be made to the lending bank account as per the details provided by the Allottee.



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11.8 In the event, at the time of handing over possession, if it is found that the Resident nominated by the Allottee does not fulfill the conditions specified in Clause 2.3 above, then the said Resident, so nominated by the Allottee, shall be forthwith evicted from the Unit and the Allottee shall be required to grant lease or license of the Unit to such Resident who fulfills the criteria mentioned in Clause 2.3 above, either by itself or through the Promoter.

## 12. CANCELLATION BY ALLOTTEE

In case of cancellation of this Agreement and withdrawal of the allotment by the Allottee without any fault of the Promoter, the Promoter shall be entitled to forfeit the booking amount paid for the said allotment including any taxes that may have been applicable and accrued up to such period. The balance amount of money paid by the Allottee shall be returned by the Promoter, without any interest thereon, to the Allottee within 45 (forty five) days of such cancellation.

Any payment/refund made to the Allottee shall be conclusive evidence of the discharge of liabilities on the part of the Promoter or its assignees. Termination/cancellation of this Agreement as provided in this Clause hereinabove, shall be conclusive when payment is made to the bank account as detailed in **Schedule H**. However, in case the Allottee has borrowed funds from a bank for purchasing the Unit, such payment/refund shall be made to the lending bank account as per the details provided by the Allottee.

## 13. MAINTENANCE OF THE PROJECT


The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the same by the the Service Provider and/ or such other entity appointed by the Service Provider upon the issuance of the occupancy certificate of the Project.

## 14. TRANSFER AND TRANSMISSION

### 14.1 Transfer Restriction

14.1.1 **Prior to execution and registration of Conveyance Deed:** The Allottee shall not be permitted to transfer/ assign its allotted Unit for a period of 6 (six) months from date of execution of Agreement of Sale. Subsequent to the expiry of the aforesaid 6 (six) months period, in the event that an Allottee, proposes to transfer its right of allotment under this Agreement in favour of any other person ("**Transferee**"), such Allottee shall be required to apply in writing for the Promoter's approval for the proposed transfer providing all details of the proposed Transferee. The said Transferee must fulfill the following conditions:

- (i) On and from the Date of Possession of the Unit, the Resident nominated by such Transferee or his/her spouse should be at least 50 (fifty) years in age;
- (ii) The Resident nominated by such Transferee or his/her spouse should not suffer from any contagious disease or Alzheimer and are not terminally ill or

  
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of unsound mind as on the Date of Possession of the Unit.

The Promoter may in its discretion, provide its approval in writing, if it is satisfied about the credibility of the proposed Transferee. The Allottee may transfer its right of allotment in favour of the Transferee upon receipt of such approval and after the payment of: (a) [●] % (*in words*) of the higher of Agreed Consideration or market value as assessed by the office of the concerned Sub-Registry for valuation of stamp duty; or (b) INR [●] (Indian Rupees [●]) only, whichever is higher, as administrative charge to the Promoter. GST and/ or other taxes shall be charged upon the transfer charge and/ or any other administrative charge, as may be applicable to such transaction. The said transfer shall take place only through a registered instrument giving effect to such transfer.

**14.1.2 After execution and registration of the Conveyance Deed:** Any transfer of the Unit, after the execution and registration of the Conveyance Deed, shall be permissible provided the following conditions are fulfilled:

- (i) On and from the time of taking possession of the Unit, the proposed Resident nominated by such Transferee or his/her spouse should be at least 50 (fifty) years in age;
- (ii) The proposed Resident nominated by such Transferee or his/her spouse should not suffer from any contagious disease or Alzheimer and are not terminally ill or of unsound mind at the time of taking possession of the Unit; and
- (iii) No-dues certificate has been obtained from the Service Provider and/or such other entity appointed by the Service Provider with regard to any outgoings pending in respect of the Unit in terms of this Agreement and/ or the Conveyance Deed and/ or the Service Agreement.

In the event of failure to obtain such no-dues certificate by the Allottee, the entire amount due from the Allottee shall be recoverable from the proposed transferee. The Allottee shall also ensure that similar provision requiring obtaining no-dues certificate and payment of transfer charges be incorporated in any conveyance deed in relation to the Unit.

In the event the Conveyance Deed remains unregistered, any subsequent transfer of the Unit in favour of another entity can only be made by way of a tri-partite agreement, with the Promoter being a signatory to such agreement. However, transfer by way of a tri-partite agreement would not be required in relation to the Unit, for which registration process has been duly completed.

**14.1.3** Upon transfer of the Unit, the transferee shall be bound by all the obligations of the original Allottee in relation to the ownership of the Unit as mentioned in this Agreement and in the Service Agreement. Further, all taxes arising out of such

  
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transfer shall be borne by the new transferee and the Promoter shall be indemnified by such new transferee for such tax consequences.

14.1.4 It is hereby clarified that after execution and registration of the Conveyance Deed, the Allottee and/ or any valid transferee of such Allottee in terms of this Agreement, shall be entitled to grant lease or license in respect of the Unit to any other person provided such person(s) fulfills the following conditions:

- (i) The said person or his/her spouse should be at least 50 (fifty) years in age at the time of taking possession of the Unit;
- (ii) The said person or his/her spouse should not suffer from any contagious disease or Alzheimer and are not terminally ill or of unsound mind at the time of taking possession of the Unit;
- (iii) The said person shall have to agree to abide by all applicable terms and conditions of the Service Agreement including usage restrictions specified therein.


14.1.5 It is clearly understood and so agreed by the Allottee that all the provisions contained herein and the obligations arising hereunder in respect of the Unit shall equally be applicable to and enforceable against any and all future transferees/ assignees of the Unit.

## 14.2 Transmission

14.2.1 Subject to the provisions of Clause 14.2.4 below, in the event of demise of the Allottee prior to the execution of the Conveyance Deed, the right of the Unit shall devolve upon the nominee or nominees as may be nominated by the Allottee. Further, the nominee will be required to continue timely payment of all installments due with respect to the Unit and other charges to the Promoter and perform all obligations which had to be otherwise discharged by the Allottee had he not been deceased. Such nominee shall pursuant to the death of the Allottee, be deemed to be the Allottee in relation to the Unit and all provisions set out herein and in the Service Agreement, shall be applicable to such nominee. In the event that such nominee does not adhere to the provisions of the Agreement or fails to pay all requisite amounts, the Promoter shall have the right to cancel such allotment and allot the Unit to any other entity and the nominee shall not have any right, claim or lien over the Unit.

However, the rights of the nominee mentioned above will be subject to any order for or declaration of legal heirs of the deceased Allottee by a court of law and the nominee shall be deemed to be holding the Unit or the refund, as the case may be, in trust for such legal heir declared by the court.

14.2.2 Subject to the provisions of Clause 14.2.4 below, in the event that the Allottee dies without nomination, then the legal heirs of the Allottee will be required to obtain

  
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appropriate documents from a court of law subsequent to which the Conveyance Deed will be executed and registered by the Promoter in favour of such legal heirs. Such legal heirs of the Allottee shall pursuant to the death of the Allottee, be deemed to be the Allottee in relation to the Unit and all provisions set out herein and in the Service Agreement, shall be applicable to such legal heir. In case of joint Allottees, the Conveyance Deed will not be executed or registered, as the case may be, until such legal document is obtained from court in respect of the Allottee who has expired. For the avoidance of doubt, it is hereby clarified that in the event the legal heirs of the Allottee fail to adhere to the payment obligations as stipulated herein, the Promoter shall have the right at its sole discretion to cancel the allotment.

14.2.3 Any and all cost incurred for effecting such transmission shall be entirely borne by the nominee or the legal heir of the Allottee, as the case may be, along with such charges, as may be fixed by the Promoter, from time to time.

14.2.4 Notwithstanding anything contained in this Clause 14.2 above, such nominee(s) / legal heir(s) of the Allottee shall have to fulfill the following conditions:


- (i) The said nominee(s) / legal heir(s) of the Allottee or his/her spouse should be at least 50 (fifty) years in age at the time of taking possession of the Unit; and
- (ii) The said nominee(s) / legal heir(s) of the Allottee or his/her spouse should not suffer from any contagious disease or Alzheimer and are not terminally ill or of unsound mind at the time of taking possession of the Unit.

In the event, the nominee(s) / legal heir(s) of the Allottee fails to fulfill the conditions specified in Clause 14.2.4 (i) and Clause 14.2.4 (ii) above, then within [●] days of acquiring the right, title and interest of the Allottee in respect of the Unit, such nominee(s) / legal heir(s) of the Allottee must arrange to sell or grant lease or license of the Unit to individuals who fulfill the following conditions:

- (i) The proposed lessee or licensee or his/her spouse should be at least 50 (fifty) years in age at the time of taking possession of the Unit;
- (ii) The proposed lessee or licensee or his/her spouse should not suffer from any contagious disease or Alzheimer and are not terminally ill or of unsound mind at the time of entering into such lease or license agreement.

## 15. DISPUTE RESOLUTION

In the event of any disputes, differences or claims arising between the Parties in connection with this Agreement or the Unit or regarding interpretation of any of the provisions hereof or anything done or omitted to be done pursuant hereto, the Parties shall first endeavor to amicably settle such disputes, differences or claims, failing which the same shall be referred to a sole arbitrator to be jointly appointed by the Parties. The arbitration proceedings shall be held in Kolkata and conducted in English language and the arbitration will be subject to

  
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and governed by the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. The cost of the arbitration proceedings shall be borne by the Parties equally, unless otherwise directed by the said sole arbitrator. The decision of the sole arbitrator shall be final and binding upon the Parties. In connection with such arbitration the competent courts at Kolkata will have jurisdiction.


## 16. MISCELLANEOUS PROVISIONS

- 16.1 Right to enter the Unit: The Promoter and/ or the Service Provider and/ or such other entity appointed by the Service Provider shall have rights of unrestricted access of all Common Portions for providing necessary maintenance services and the Allottee agrees to permit the Service Provider and/ or such other entity to enter into the Unit 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.
- 16.2 No Mortgage or creation of Charge: The Promoter shall not mortgage or create a charge on the Unit and/ or the Building after the Effective Date. In case 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 Unit.
- 16.3 The Allottee has intimated details of the bank account (as mentioned in **Schedule H** of this Agreement) through which all payments relating to this Agreement shall be made by the Allottee. Any refund to the Allottee shall also be made to the said bank account in the following manner:
- i. In case where the Unit is mortgaged by the Allottee, entire refund shall be made in favour of the said mortgagee bank;
  - ii. In case where the Unit is not mortgaged by the Allottee, entire refund shall be made in favour of the first bank account, as provided in the **Schedule H** of this Agreement.
- 16.4 Enforceability of the Agreement: The Agreement shall not be legally enforceable and binding unless it is complete in all respect, executed by the Promoter and the Allottee and registered with the concerned registrar's office.
- In this regard, the Allottee shall be obligated to sign and deliver the Agreement within 30 (thirty) days from the date of receipt of the Agreement from the Promoter. Allottee shall also be obligated to appear before the concerned registrar's office for registration of the Agreement, as intimated by the Promoter. In case of failure by the Allottee, a notice may be served by the Promoter upon the Allottee asking him to rectify the same. In case of failure to rectify the same within 30 (thirty) days of such notice, the allotment of the Unit may be cancelled by the Promoter 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.
- 16.5 Place of Execution and Registration: The execution of this Agreement shall be completed

  
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only upon its execution by the Parties at the Promoter's office, or at some other place mutually agreed among the Parties. After the Agreement is duly executed by the Parties or simultaneously with the execution of the said Agreement, it shall be registered at the office of the Sub-Registrar at [●] [specify the address of the Sub-Registrar]. Hence this Agreement shall be deemed to have been executed at [●].

- 16.6 **No Partnership:** The instant Agreement has been entered into on a principal-to-principal basis between the Parties. None of the provisions of this Agreement will be deemed to constitute a joint venture, agency, a partnership or principal-agent relationship between the Parties and neither Party by virtue of this Agreement shall have the right, power or authority to represent, act or create any obligation, express or implied, on behalf of the other Party.
- 16.7 **Independent Rights:** Each of the rights of Parties hereto under instant Agreement are independent, cumulative and without prejudice to all other rights available to them and the exercise or non-exercise of any such rights shall not prejudice or constitute a waiver of any other right of Party.
- 16.8 **Variation and Amendment:** No variation or amendment of this Agreement (including its Schedules and annexure) shall be binding on any Party unless such variation or amendment is in writing and signed by each Party.
- 16.9 **Notice:** Any notice or communication which may be or is required to be given under this Agreement shall be addressed to the addressee as given in the title to the instant Agreement and shall be in writing and shall be effectively served (i) if delivered personally, upon receipt by the intended Party; (ii) if sent by Registered Post, within 72 (seventy two) hours of being sent. Any Party may change any particulars required for this Clause, by giving notice to the other Parties in the manner aforesaid. It may be noted that in case there are joint or multiple 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. Further, it shall be the duty of the Parties to inform each other of any change in address subsequent to the execution of this Agreement by Registered Post, failing which all communications and letters posted at the aforementioned address shall be deemed to have been received by the other Parties, as the case may be.
- 16.10 **Waiver:** No waiver of any provision of this Agreement shall be effective unless set forth in a written instrument signed by the Party waiving such provision. No failure or delay by a Party in exercising any right, power or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of the same preclude any further exercise thereof or the exercise of any other right, power or remedy. Without limiting the foregoing, no waiver by a Party of any breach by another Party of any provision hereof shall be deemed to be a waiver of any subsequent breach of that or any other provision hereof.
- 16.11 **Supersession:** This Agreement constitutes the entire understanding between Parties as to

  
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its subject-matter and supersedes any previous understanding or agreement on such subject-matter between Parties, whether oral or otherwise.

- 16.12 Severability: If for any reason any court or other authority should determine, rule or decide that any clause or provision contained herein, or any similar clauses or provisions, are improper, unenforceable or violative of any Applicable Laws, then this Agreement shall immediately be deemed amended or modified to exclude such clause or provision and the remainder of the Agreement shall remain in full force and effect.
- 16.13 No Assignment: Neither Party shall be entitled to assign, transfer or novate any of its rights, interests or obligations under this Agreement to any Third Party without obtaining prior written consent of the other Party, which may be withheld in such other Party's sole and absolute discretion. Any assignment in violation of the terms of this Clause by either of the Party shall be a material breach of this Agreement on its part.
- 16.14 Additional installation(s): The Promoter shall, without requiring any consent from the Allottee, have the right to construct and/or install solar panel, waste recycling facility etc. in any part of the Project.
- 16.15 Further Assurances: The Parties shall do and cause to be done all such acts, matters and things and shall execute and deliver all such documents and instruments as shall be required to enable the Parties to perform their respective obligations under, and to give effect to the transactions contemplated by this Agreement.
- 16.16 Saving: Any application letter, agreement, or any other document signed by the Allottee in respect of the Unit, prior to the execution and registration of this Agreement, shall not be construed to limit the rights and interest of the Allottee under the Agreement or under the Act or the Rules or the regulations made thereunder.
- 16.17 Applicability on subsequent allottee(s): It is clearly understood and so agreed among the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Unit and the Project shall equally be applicable to and enforceable against and by any subsequent allottees of the Unit, in case of a transfer, as the said obligations go along with the Unit for all intents and purposes.
- 16.18 Compliance with laws: It is understood and agreed between the Parties that the Allottee has full knowledge of the laws, notifications and rules applicable to this area in general and the Project in particular. The Allottee will comply with all such relevant and Applicable Laws. In the event that there are any changes in the rights, obligations, interest and/or title of the Allottees due to change of Applicable Laws, the Allottees shall be bound by such changes and shall not hold the Promoter liable on account thereof.
- 16.19 Joint Allottees: If there are more than one allottee for one unit, then all such Allottees will be jointly and/ or severally liable for due compliance and performance of the terms,

  
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conditions, covenants and obligations specified in this Agreement. Not more than [●] (in words) applicants can apply jointly for a unit.

- 16.20 Legal and Prior Rights: All rights and remedies of the Promoter under the Agreement shall be in addition to all other legal rights and remedies belonging to the Promoter and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies as aforesaid and it is hereby expressly agreed and that the determination of this Agreement for any cause whatsoever shall be without prejudice to any and all rights and claims of the Promoter, which shall or may have accrued prior thereto.
- 16.21 Disclaimer: The Promoter and/or its affiliates, officers, directors, employees, agents, members, servants shall not be liable for any direct, indirect, punitive, incidental or consequential loss, claim, demand or damage suffered by any person due to loss of documents, delay in postal services and/or any eventualities beyond the control of the Promoter and the Allottee shall keep the Promoter and/or its affiliates, officers, directors, employees, agents, members and/or servants saved, harmless and indemnified with regard thereto.
- 16.22 General: The Unit cannot be further sub-divided by the Allottee. However, amalgamation of units may be allowed subject to a prior written approval from the Promoter and the concerned authorities, if any. No request for any reduction of the Agreed Consideration, on any account whatsoever, shall be entertained by the Promoter. Parties agree that all outgoings payable by the Allottee under this Agreement are firm and non-negotiable.
- 16.23 Counterparts: This Agreement shall be executed in counterparts, each of which when executed and delivered shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument.

## 17. GOVERNING LAW AND JURISDICTION

- 17.1 This Agreement shall be governed by and construed in accordance with all applicable laws of India, including the Act and the Rules and regulations made thereunder.
- 17.2 Subject to the provision of Clause 15 above, High Court at Kolkata shall have exclusive jurisdiction in respect of any dispute or matter that may arise out of, in relation to or in connection with this Agreement.

  
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**Schedule A**  
**(Project Land)**

All That piece and parcel of land admeasuring 1.29 acres, more or less, comprised in L. R. Dag Nos. 1330, 1331, 1332, 1333(P), 1334 and 1335, under L.R. Khatian No. 2830, Mouza Chandpur Chapagachi, situate and lying on the north side of the Haroa Road, Lauhati, within the jurisdiction of Chandpur Gram Panchayat, Police Station Rajarhat, District North 24 Parganas, Kolkata – 700135, demarcated in colour **Red** on **Plan A** attached hereto and butted and bounded as under:

North by : R.S. Dag Nos. 1289, 1290 and 1309;  
East by : R.S. Dag No. 1272 and partly by R.S. Dag No. 1273;  
South by : Haroa Road (PWD Road);  
West by : R.S. Dag No. 1336, 1337 and partly by R.S. Dag Nos. 1328;

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

  
(Pradip Kumar Som)

**Schedule B**

**Part-I**

**(Unit)**


**Unit No. [●]** on the [●] side of the [●] floor of the Building commonly known as “[●]”, having Built Up Area and Carpet Area as per the details mentioned below, consisting of [●] bed rooms, [●] toilets, [●] kitchen, having the following demarcated in colour **Green** on **Plan B** attached hereto TOGETHER with Parking Space No. [●] located at open area of the Project demarcated in colour **Yellow** on **Plan C** attached hereto and TOGETHER with Land Share and Right In The Common Portions.

Unit Type	Carpet Area (including balcony) (in Square Feet)	Built Up Area (in Square Feet) (A)
[●]	[●]	[●]

**Part-II**


**(Schedule of Payment of Agreed Consideration)**

Sl. No.	Stages	Percentage	Amount
1.	[●]	[●]	[●]
2.	[●]	[●]	[●]
3.	[●]	[●]	[●]
4.	[●]	[●]	[●]
5.	[●]	[●]	[●]
6.	[●]	[●]	[●]
7.	[●]	[●]	[●]
8.	[●]	[●]	[●]
9.	[●]	[●]	[●]
10.	[●]	[●]	[●]
11.	[●]	[●]	[●]
12.	[●]	[●]	[●]
13.	[●]	[●]	[●]
14.	[●]	[●]	[●]
15.	[●]	[●]	[●]
16.	[●]	[●]	[●]
<b>Total :</b>		[●]	[●]

  
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**Part III**  
**(Schedule of Payment of Miscellaneous Deposits and Charges)**

Payment Head	Due Date	Amount (INR)
Advance of 6 months' Maintenance Charge	7 (seven) days prior to the execution of the Conveyance Deed	To be intimated on Date of Possession
Association Formation Deposit	7 (seven) days prior to the execution of the Conveyance Deed	To be intimated on Date of Possession
Registration Fee, Stamp Duty and miscellaneous expense for Agreement for Sale	7 (seven) days prior to the execution of the Agreement for Sale	At actuals
Registration Fee, Stamp Duty and miscellaneous expense for Conveyance Deed	7 (seven) days prior to the execution of the Conveyance Deed	At actuals
Charges, expenses and deposit for installation of separate electricity meter within the Unit as per the rates prescribed by West Bengal State Electricity Board or any other appropriate authority	7 (seven) days prior to the execution of the Conveyance Deed	At actuals

  
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**Schedule C**  
**(Common Portions)**

Common Portions including common areas, amenities and facilities of the Project shall include the following:

**Common Areas:**

1. Ground Water Reservoir
2. Over-head Reservoir
3. Diesel Generator Room
4. Transformer Room
5. Lift Shaft & Lift Lobby
6. Corridor/Passage
7. Stair Case

**Common Amenities:**

1. Water Filtration Plant
2. 24x7 Power Back up
3. Parking Space
4. 24x7 Security
5. Landscaped Lawn
6. Jogging Track
7. Modern Firefighting Installations
8. Sewerage Treatment Plant
9. State of art Elevation
10. Well Furnished Lobby




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**Schedule D  
(Covenants)**


**A. Allottee's Covenants:**

1. **Allottee aware of and satisfied with Building, construction and purpose of the Project:** The Allottee admits and accepts that the Allottee, upon full satisfaction and with complete knowledge of the Common Portions, specifications and all other ancillary matters, is entering into this Agreement. The Allottee has examined and is acquainted with the Building to the extent already constructed and to be further constructed and has agreed that the Allottee shall neither have nor shall claim any right over any portion of the Building and the Project Land save and except the Unit. Further, the Allottee admits and accepts that the Project is not a nursing home or a rehabilitation center.
  
2. **Allottee to pay Municipal Taxes and Maintenance Charges:** The Allottee hereby admits and accepts that the Allottee shall pay municipal taxes for the Unit, from the Date of Possession until the Unit is separately mutated in favour of the Allottee, on the basis of the bills to be raised by the Promoter and/ or the Service Provider, such bills being conclusive proof of the liability of the Allottee in respect thereof. The Allottee also admits and accepts that the Allottee shall have mutation completed at the earliest.  
  
The Allottee further admits and accepts that the Allottee shall pay proportionate share of the common expenses/maintenance charges of the Building as specified by the Promoter and/ or the Service Provider, on the basis of the bills as raised by the Promoter and/ or the Service Provider, without claiming any deduction or abatement in any manner or on any account, from the Date of Possession.
  
3. **Electrical load distribution:** The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the Service Provider. It is hereby clarified that the Allottee shall be liable to pay the applicable electricity charges for the Unit as per the rates prescribed by West Bengal State Electricity Board or any other relevant authority.
  
4. **Charge/Lien:** The Allottee admits and accepts that the Promoter shall have the first charge and/or lien over the Unit for all amounts remaining outstanding from the Allottee. Further, in case finance has been obtained by the Allottee, from any financing body, against charge created on the Unit, the Promoter shall have a *pari passu* charge on the Unit along with the said financing body, until the entire Agreed Consideration, Miscellaneous Deposits and Charges as stipulated in Part II and Part III of the **Schedule B** above, any other dues, deposits, charges, modified taxes, if any, are paid by the Allottee.




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5. **Service Agreement:** Simultaneously with the execution of this Agreement, the Allottee shall enter into the Service Agreement with the Service Provider and/ or such other entity appointed by the Service Provider, and the Allottee shall abide by the terms of the said Service Agreement at all times. Further, the Allottee shall cause the Association of Allottees to enter into a separate maintenance agreement with the Service Provider and/ or such other entity appointed by the Service Provider, for the purpose of management and maintenance of Common Portions of the Project.
6. **No Rights of or Obstruction by Allottee:** The Allottee admits and accepts that all open areas in the Project, including all open car parking spaces, save and except Parking Space, which are not required for ingress and egress from and to the Unit, do not form part of Right In The Common Portions in terms of this Agreement and the Promoter shall have absolute right to sell, transfer and/or otherwise dispose off the same or any part thereof. The Allottee also admits and accepts that the Promoter is entitled to construct further storeys on and above the roof of the top floor of the Building and the Allottee shall not obstruct or object to the same. However, in the event the Promoter constructs any further storeys on and above the roof of the top floor of the Building, then such newly constructed area shall also be managed and operated by the Service Provider and/ or such other entity appointed by the Service Provider. The Allottee admits and accepts that the Promoter and/or its employees and/or agents and/or contractors shall be entitled to use and utilize the Common Portions for movement of building materials and for other purposes as may become necessary for making such further construction and the Allottee shall not raise any objection in any manner whatsoever with regard thereto.
7. **Variation of Share on Further Construction:** The Allottee admits and accepts that in the event of such further construction, the Land Share and the proportionate Right In The Common Portions shall stand altered and/or modified accordingly.
8. The Allottee admits and accepts that, notwithstanding anything contained in this Agreement, in the event the Promoter is liable to refund any sum of money under Clause 11.5.1, Clause 11.5.2 or Clause 12 of this Agreement, the same shall be refunded within a period of 45 (forty five) days or upon completion of sale of the Unit to any Third Party, whichever is later.
9. The Allottee irrevocably admits and accepts to abide by all the rules and regulations framed or to be framed at any time and from time to time by the Promoter or its nominee/s or under any relevant laws made applicable to the Promoter with relation to the use, occupation, enjoyment, improvement, alterations, maintenance and alienation of the Project Land, and the structures to be constructed thereon including utilities, services, amenities and facilities attached thereto in the Project and generally do all and every act that the Promoter may call upon the Allottee to do in the interest of the Unit, Building, Project and/ or allottees of the Project.


  
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10. The Allottee irrevocably admits and agrees that outside guests can be given access to the Excluded Areas And Facilities by the Promoter and/or Service Provider and the Allottee or the Resident nominated by the Allottee shall not raise any objection to the same.
11. The Allottee irrevocably agrees and confirms that the Allottee would be liable to pay proportionate stamp duty, registration fee and registration expenses (if any incurred) for the execution and registration of conveyance deed that may be required to be signed between Association of Allottees and the Promoter for handover of the Common Portions in favour of the Association of Allottees.
12. **Obligations of the Allottee:** On and from the Date of Possession, the Allottee shall:
  - 12.1 Observe the terms and conditions of the Service Agreement and any other rules framed from time to time by the Service Provider and/ or such other entity appointed by the Service Provider for the beneficial common enjoyment of the Building and/or the Project.
  - 12.2 Use or permit the Resident to use the Unit only as an apartment for residential purposes. Under no circumstances the Allottee shall use the Unit for any other purpose.
  - 12.3 The Allottee shall not do or suffer to be done anything in or to the Building, or the Unit, or the staircase, lifts, common passages, corridors, circulation areas, atrium, compound or any part of the Common Portions, which may be in violation of any laws or rules of any authority or change or alter or make additions to the Unit and keep the same along with its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable condition, and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.
  - 12.4 Neither put any sign-board/ name-plate, neon light, publicity material or advertisement material etc. nor make new installations of any kind on the facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Portions. The Allottee shall also not change the colour scheme of the outer walls of the Building and/ or the Project or painting of the exterior side of the windows or carry out any alteration or modification in the exterior elevation or design. Further the Allottee shall not store or permit the Resident to store any goods, articles or things (including but not limited to hazardous or combustible goods etc.) in the Unit or Common Portions or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall including the outer and load bearing wall of the Unit and/ or Building.
  - 12.5 Not alter, modify or in any manner change the structure or any civil construction of the Building which may affect or endanger the structural stability of the Building.

  
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- 12.6 Not change/alter/modify the name of the Building, which has been given by the Promoter.
- 12.7 Not use or permit the Resident to use the Unit in such manner or commit any act, which may in any manner cause nuisance or annoyance to other occupants of the Building and/or the Project Land and/or the neighboring properties.
- 12.8 Not construct any structure of permanent nature in the Common Portions unless such structure is required for effective maintenance of the Building or as may be mutually agreed between the Association of Allottees and the Promoter.
- 12.9 Not obstruct the Promoter in its acts, relating to the Common Portions and other constructions in the Building and/or the Project Land and selling or granting rights to any person on any part of the Building and/or the Project land (excepting the Unit).
- 12.10 Notwithstanding anything contained in this Agreement, it is clarified that the Allottee has accepted the scheme of the Promoter to develop and construct the Project and operation and management of such units by the Service Provider and/ or such other entity appointed by the Service Provider in accordance with terms and conditions of the Service Agreement and hence the Allottee has no objection to the said scheme. The Allottee shall not raise any objection to operation and management of the Unit by the Service Provider and/ or such other entity in terms of the Service Agreement.
- 12.11 It is further clarified that the Allottee shall not have any right to raise any dispute or make any claim with regard to the Promoter either constructing or not constructing any portions of the Building and/or the Project Land other than the Unit. The Allottee has interest only in and upon the Unit. Only upon the Promoter constructing the balance portions of the Building, the Allottee shall acquire interest in such of the Common Portions as may be comprised in the balance portions of the Building which may be constructed by the Promoter for common use and enjoyment of all the unit owners and/ or residents of the Building. The rights and obligations of the Allottee or the Resident with regard to the use of the said Common Portions shall be such as may be framed by the the Service Provider and/ or such other entity appointed by the Service Provider.
13. The Allottee shall be solely responsible for any loss or damages arising out of breach of any of the aforesaid covenants.

  
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**B. Promoter's Covenants:**


1. **Obligation to fulfil:** The Promoter agrees and undertakes to fulfil the provisions of this Agreement, formalities and documentations on part of the Promoter mentioned herein.
2. **Completion of Transfer:** The transfer shall be completed by the Promoter executing and registering necessary conveyance in favour of the Allottee.
3. **No Creation of Encumbrance:** The Promoter hereby guarantees and undertakes that the Promoter shall not create any charge, mortgage, and lien and/or shall not sell, transfer, convey and/or enter into any agreement with any person other than the Allottee in respect of the Unit, subject to the Allottee fulfilling all terms, conditions and obligations of this Agreement.
4. **Documentation for Loan:** The Promoter shall provide to the Allottee, soft copies of all required documents relating to the Project Land so that the Allottee may get home loan from banks and financial institutions.



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**Schedule E  
(Specifications)**

	<b>BEDROOMS &amp; LIVING ROOM</b>
<b>Floor</b>	: Ceramic tile
<b>Walls &amp; Ceilings</b>	: POP
	<b>BATHROOMS</b>
<b>Walls</b>	: Vitrified tile
<b>Floors</b>	: Anti-Skid Ceramic tiles
<b>Sanitary Ware</b>	: Parryware/Hindware or equivalent brands
<b>CP Fittings</b>	: Jaquar or equivalent make
	<b>DOORS &amp; WINDOWS</b>
<b>Entrance Doors</b>	: Decorative Flush Doors
<b>Toilet Doors</b>	: Aluminum Sliding door
<b>Windows</b>	: Aluminum Fixed & Openable Windows
	<b>ELECTRICAL</b>
<b>Modular switches wiring</b>	: Northwest/Havells/Anchor or equivalent make & copper
	<b>POWER BACKUP</b>
<b>Common Areas</b>	: 100%
<b>Apartments</b>	: 1 kw depending on the apartment size
	<b>LOBBY</b>
<b>Entrance</b>	: Ceramic tile
<b>Lift</b>	: 3 Automatic lifts of Kone/Otis/Johnson or equivalent make
	<b>SECURITY SYSTEMS</b>
<b>CCTV Camera</b>	: CCTV surveillance with security guard


  
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**Schedule F**  
**(Internal Furnishing and Fit-outs)**

Furniture	1 BHK	2 BHK
<b>Living Area:</b>		
Drawing Sofa	2 + 1	3 + 1
Lounge Chair	1	1
Sofa Centre Table	1	1
Sofa Side Table	1	1
LCD Console (TV Cabinet)	1	1
Dining/ Study Table	1	1
Dining/Study Chairs	2	4
<b>Kitchen:</b>		
Modular Kitchen	1	1
<b>Washroom:</b>		
Cabinet (above sink)	1	1
<b>Living-Bed Passage:</b>		
Overhead Loft Storage	1	2
<b>Bedroom:</b>		
Queen Bed	1	2
Bed Side Tables	1	2
LCD Console (TV Cabinet)	1	1
Wardrobe	1	2
<b>Equipments' and Electrical</b>	<b>1 BHK</b>	<b>2 BHK</b>
<b>Living Area:</b>		
LCD TV (40")	1	1
Air Conditioner	Provision with points and core cutting	1
Ceiling Fan	1	1
Ceiling Lights	Included	Included
<b>Kitchen:</b>		
Water Purifier	1	1
Microwave Oven	1	1


  
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<b>Furniture</b>	<b>1 BHK</b>	<b>2 BHK</b>
Induction Plate/Electric Stove	1	1
Medium Refrigerator	1	1
Toaster	1	1
Electric Kettle	1	1
Exhaust Fan	1	1
Light Fittings	Included	Included
<b>Washroom:</b>		
Geyser	1	2
Exhaust Fan	1	2
Light Fittings	Included	Included
<b>Bedroom:</b>		
Air Conditioner	1	1
Ceiling Fan	1	2
LCD TV (40")	Provision with points	1
Light Fittings	Included	Included
<b>Soft Furniture &amp; Other Accessories</b>	<b>1 BHK</b>	<b>2 BHK</b>
<b>Bedroom:</b>		
Queen Mattress	1	2
Bed Sheets (Fitted and Non Fitted)	2	4
Bed Pillows	2	4
Blankets	2	4
Bedroom Curtains	1	2
<b>Washroom:</b>		
Shower Curtains	1	2
Bathroom Towels	4	8
Mirror	Included	Included
Soap and Towel Holder	Included	Included
Grab Bars	Included	Included
<b>Kitchen:</b>		
Dinner Set	2 Pax	4 Pax
Utensils	Included	Included

  
 (PRADIP KUMAR SON)


**Schedule G**  
**(Excluded Areas and Facilities)**

1. Swimming Pool
2. Geriatric Gymnasium
3. Activity Room 1
4. Activity Room 2
5. Game Room 1
6. Game Room 2
7. Administration Offices (Ground Floor)
8. Nurse Stations (Every Floor)
9. Concierge Room
10. Reception Desk
11. BMS & Security Centre
12. Video Conference Room 1
13. Video Conference Room 2
14. Business Center
15. Library
16. Wellness Center
17. Consultation and Observation Room
18. Physiotherapy Consultation and Treatment Room
19. Dining Hall
20. Auditorium
21. Kitchen
22. Home Theatre
23. Laundromat
24. Staff Quarters
25. Housekeeping Shop
26. Maintenance Shop
27. Staff Restrooms
28. Unisex Salon
29. Massage Room
30. Steam and Sauna

  
(PRADIP KUMAR SOM)


**Schedule H**  
**(Schedule of Bank Account Details of the Allottee)**

[To be inserted by the Promoter]

  
(PRADIP KUMAR SOM)

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be duly executed on the date and year first hereinabove written at Kolkata/ [●].

<p><b>SIGNED AND DELIVERED</b> by the <b>Promoter</b> in the presence of:</p> <p>Signature: Name:</p>	<p><b>For Saltee Buildcon Private Limited</b></p> <hr/> <p>Authorised Signatory</p>
<p><b>SIGNED AND DELIVERED</b> by the <b>Allottee</b> in the presence of:</p> <p>Signature: Name:</p>	<p><b>For Allottee</b></p> <hr/> <p>[●]</p>

  
(PRADIP KUMAR SAHA)



Received from the within named Allottee the said sum of INR [●] (Indian Rupees [●]) only towards part payment of the Agreed Consideration of the Unit, in the manner as follows:

**MEMO OF CONSIDERATION**


Cheque /RTGS/NEFT No.	Date	Drawn on	Favouring	Amount (INR)
[●]	[●]	[●]	[●]	[●]
[●]	[●]	[●]	[●]	[●]
			<b>Total</b>	[●]

For Saltee Buildcon Private Limited

\_\_\_\_\_  
Authorised Signatory

**Note:**

*While the Promoter shall endeavour to enter into agreements with allottees in the form substantially similar to this draft Agreement for Sale of unit, the Promoter reserves its right to make suitable modifications/amendments to this draft Agreement for Sale of unit as the circumstances may require.*

  
(PRADIP KUMAR SOM)

