

## **Agreement for Sale**

This Agreement for sale is made on this the ..... day of  
..... Two Thousand Twenty.

### **Between**

1. **Bharti Gupta** (AADHAAR No. 506870986913) having her Income Tax PAN - ACZPG9310Q, wife of Late Rajendra Kumar Gupta, by nationality Indian, by faith Hindu, by occupation Business, presently residing at 22/1, Ballygunge Circular Road, Post Office - Ballygunge, Police Station - Ballygunge, Kolkata - 700 019,
  
2. **Raghav Gupta** (AADHAAR No. 577628399876) having his Income Tax PAN - AMLPG5356L, son of Late Rajendra Kumar Gupta, by nationality Indian, by faith Hindu, by occupation Business, presently residing at 22/1, Ballygunge Circular Road, Post Office - Ballygunge, Police Station - Ballygunge, Kolkata - 700 019,

..... 3. Shristi

3. **Shristi Poddar** (AADHAAR No. 815539602006) having her Income Tax PAN - AHRPG1814A, wife of Mr. Abhay Poddar and daughter of Late Rajendra Kumar Gupta, by nationality Indian, by faith Hindu, by occupation Business, presently residing at GD-19, Sector - III, Salt Lake, Bidhannagar (M), Post Office - IB Market, Police Station - Bidhannagar (S), Kolkata - 700 106,
4. **Ramesh Kumar Gupta** (AADHAAR No. 486369160586) having his Income Tax PAN - ACZPG9278R, son of Late Bhaya Ram Gupta, by nationality Indian, by faith Hindu, by occupation Business, presently residing at 8B, Middleton Street, Post Office - Middleton Row, Police Station - Shakespeare Sarani, Kolkata - 700 071,
5. **Shilpa Gupta** (AADHAAR No. 401646918931) having her Income Tax PAN - ADWPG8409N, wife of Mr. Ratish Kumar Gupta, by nationality Indian, by faith Hindu, by occupation Business, presently residing at 8B, Middleton Street, Post Office - Middleton Row, Police Station - Shakespeare Sarani, Kolkata - 700 071,
6. **Spotlight Finance & Consultancy Private Limited** (PAN - AAHCS7890L), a private limited company incorporated in accordance with the provisions of The Companies Act., 1956, having its registered office at No. 68A, Ballygunge Circular Road, 6th Floor, Unit 6D, Post Office - Circus Avenue, Police Station - Ballygunge, Kolkata- 700 019, represented by one of its Director Mr. Ratish Kumar Gupta, son of Sri Ramesh Kumar Gupta,
7. **Surabhi Infrastructure Private Limited** (PAN - AAOCS7179R), a private limited company incorporated in accordance with the provisions of The Companies Act., 1956, having its registered office at 8B, Middleton Street, Post Office - Middleton Row, Police Station - Shakespeare Sarani, Kolkata - 700 071, represented by one of its Directors namely Mr. Ratish Kumar Gupta, son of Sri Ramesh Kumar Gupta.
8. **Classic Niketan Private Limited** (PAN - AA ECC1153H), a private limited company incorporated in accordance with the provisions of the Companies Act., 1956, having its registered office at 8B, Middleton Street, Post Office - Middleton Row, Police Station - Shakespeare Sarani, Kolkata - 700 071, represented by one of its Directors namely Mr. Raghav Gupta, son of Late Rajendra Kumar Gupta,

9. **Escorts Merchandise Private Limited** (PAN - AABCE0365J), a private limited company incorporated in accordance with the provisions of The Companies Act., 1956, having its registered office at 22/1, Ballygunge Circular Road, Post Office - Ballygunge, Police Station - Ballygunge, Kolkata - 700 019, represented by one of its Directors namely Mr. Raghav Gupta, son of Late Rajendra Kumar Gupta,
10. **Gajanand Realbuild Private Limited** (PAN - AADCG9346H), a private limited company incorporated in accordance with the provisions of The Companies Act., 1956, having its registered office at 8B, Middleton Street, Post Office - Middleton Row, Police Station - Shakespeare Sarani, Kolkata - 700 071, represented by one of its Directors namely Mr. Raghav Gupta, son of Late Rajendra Kumar Gupta,
11. **Gupta Properties & Finance Private Limited** (PAN - AAACG9654K), a private limited company incorporated in accordance with the provisions of The Companies Act., 1956, having its registered office at 68A, Ballygunge Circular Road, 6th Floor, Unit 6D, Post Office - Circus Avenue, Police Station - Ballygunge, Kolkata - 700 019, represented by one of its Directors Mr. Ratish Kumar Gupta, son of Sri Ramesh Kumar Gupta.
12. **Gupta Towers Private Limited** (PAN - AAACG9655J), a private limited company incorporated in accordance with the provisions of The Companies Act., 1956, having its registered office at 68A, Ballygunge Circular Road, 6th Floor, Unit 6D, Post Office - Circus Avenue, Police Station - Ballygunge, Kolkata - 700 019, represented by one of its Directors Mr. Ratish Kumar Gupta, son of Sri Ramesh Kumar Gupta,
13. **Nilachal Developers Private Limited** (PAN - AADCN3844R), a private limited company incorporated in accordance with the provisions of The Companies Act., 1956, having its registered office at 8B, Middleton Street, Post Office - Middleton Row, Police Station - Shakespeare Sarani, Kolkata - 700 071, represented by one of its Directors namely Mr. Raghav Gupta, son of Late Rajendra Kumar Gupta,

14. **Padmini Enclave Private Limited** (PAN - AAFCP6369R), a private limited company incorporated in accordance with the provisions of The Companies Act., 1956 having its registered office at 8B, Middleton Street, Post Office - Middleton Row, Police Station - Shakespeare Sarani, Kolkata - 700 071, represented by one of its Director Mr. Ratish Kumar Gupta, son of Sri Ramesh Kumar Gupta.
15. **Ratish Kumar Gupta** (AADHAAR No. 702682250098) having his Income Tax PAN- ADGPG2004F, son of Mr. Ramesh Kumar Gupta, by nationality Indian, by faith Hindu, by occupation Business, presently residing at 8B, Middleton Street, Post Office - Middleton Row, Police Station - Shakespeare Sarani, Kolkata - 700 071,

hereinafter collectively called and referred to as **Owners** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their/its respective heirs, executors, administrators, Director and/or Directors, Successor-in-interest, Successor-in-office, legal representatives and/or assigns) Owners No. 1 to 14 represented by their common Constituted Attorney Mr. Ratish Kumar Gupta (vide a General Power of Attorney dated 24th day of April, 2018, registered in the office of Additional District Sub Registrar, Barasat, North 24 Parganas, copied in Book No. IV, Volume No. 1503-2018, Pages Nos. 6380 to 6434, being Deed No. 150300285 for the year 2018) and **Ratish Kumar Gupta** as self of the **First Part** .

**And**

**M/s. Spotlight Finance & Consultancy Private Limited** (CIN U74140WB1991PTC051932), a private limited company incorporated under the provisions of The Companies Act., 1956, having its registered and corporate office at 68A, Ballygunge Circular Road, Annapurna Apartment, 6th Floor, Unit 6D, Post Office - Circus Avenue, Police Station - Ballygunge, Kolkata - 700 019, having its Income Tax PAN - AAHCS7890L, represented by one of its Directors namely Mr. Ratish Kumar Gupta, son of Sri Ramesh Kumar Gupta, authorised to sign this Apartment Allotment Agreement vide Board's Resolution dated 22.11.2019

hereinafter called and referred to as the **Promoter** (which expression shall unless excluded by or repugnant to the subject or context or meaning thereof be deemed to mean and include its successor in interest and permitted assigns) of the **Second Part**.

**And**

1. Mr./Ms..... (AADHAAR No ..... ) having his/her Income Tax PAN - ....., son/wife of ....., by nationality Indian, by faith ....., by occupation..... and
2. Mr./Ms..... (AADHAAR No ..... ) having his/her Income Tax PAN - ....., son/wife of ....., by nationality Indian, by faith ....., by occupation.....,

both are presently and permanently residing at ....., Post Office - ....., Police Station - ....., Kolkata - ....., West Bengal, India,

hereinafter jointly called and referred to as the **Allottees** (which expression shall unless excluded by or repugnant to the subject or context or meaning thereof be deemed to mean and include his/her/their respective heirs, executors, administrators, successors-in-interest and permitted assigns) of the **Third Part**.

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

**Definitions:**

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

- a) "Act" means the West Bengal Housing Industry Regulation Act, 2017 (West Ben. Act XLI of 2017).

- (b) “Rules” means the West Bengal Housing Industry Regulation Rules, 2018 made under the West Bengal Housing Industry Regulation Act, 2017.
- (c) “Regulation” means the Regulation made under the West Bengal Housing Industry Regulation Act. 2017.
- (d) “Section” means a section of the Act.
- (e) ‘EDC’ means extra developmental costs payable by the Allottee, along with the cost of the flat/unit.
- (f) “Advocate/Solicitor” means Subir Kumar Seal & Associates of P-106, Bangur Avenue, Manish Apartment, Ground Floor, Police Station - Lake Town, Kolkata - 700 055.
- (g) Maintenance expenses to be borne by the Allottee/s on the basis of specific designated maintenance areas only.
- (h) Applicable Goods and Service Taxes (GST) means such taxes as time to time be levied by the competent authorities.

**WHEREAS:**

- A. That the owners herein namely (i) Mrs. Bharti Gupta, (ii) Mr. Raghav Gupta, (iii) Shristi Poddar, (iv) Mr. Ramesh Kumar Gupta, (v) Mr. Ratish Kumar Gupta, (vi) Mrs. Shilpa Gupta, (vii) M/s. Spotlight Finance & Consultancy Private Ltd., (viii) M/s. Surabhi Infrastructure Private Ltd., (ix) M/s. Classic Niketan Private Ltd., (x) M/s. Escorts Merchandise Private Ltd., (xi) M/s. Gajanand Realbuild Private Ltd., (xii) M/s. Gupta Properties & Finance Private Ltd., (xiii) M/s. Gupta Towers Private Ltd., (xiv) M/s. Nilachal Developers Private Ltd., (xv) M/s. Padmini Enclave Private Ltd., have collectively seized and possessed of and/or otherwise well and sufficiently entitled to all that pieces and parcels of Bastu land hereditaments admeasuring area of 179.821 (one hundred and seventy nine point eight

two one) Decimal which is equivalent to 108.98 (one hundred and eight point nine eight) Cuttahs be the same a little more or less in Mouza Udayrajpur, J.L. No. 43, Re.Su. No. - 6 in comprised in L.R. Dag Nos. - 2857, 2858, 2849, 2850 and 2839, under L.R. Khatian Nos. 9255, 9256, 9257, 9258, 9259, 9260, 9261, 9262, 9263, 9264, 9265, 9266, 9267, 9268 and 9269, Police Station - Madhyamgram (Previously Barasat), within the jurisdiction of Additional District Sub Registrar Barasat, and within the local limits of Madhyamgram Municipality, vide Municipal Premises No. 145/7 Nazrul Islam Sarani, under Ward No. - 5 (formerly under Ward No. - 10), District North 24 Parganas, (hereinafter for the sake of brevity called and referred to as the "Larger Premises") by dint of execution of 15 (fifteen) nos. of Sale Deeds as detailed hereinunder :-

- (i) Deed of Conveyance, dated 06.11.2011, registered in the office of District Sub Registrar-II Barasat, Book No. I, CD Volume No. 39, Pages Nos. 2737 to 2759 being Deed No. 11916 for the year 2011,
- (ii) Deed of Conveyance, dated 06.11.2011, registered in the office of District Sub Registrar-II Barasat, Book No. I, CD Volume No. 39, Pages Nos. 2714 to 2736 being Deed No. 11915 for the year 2011,
- (iii) Deed of Conveyance, dated 06.11.2011, since deceased registered in the office of District Sub Registrar-II Barasat, Book No. I, CD Volume No. 39, Pages Nos. 2806 to 2828 being Deed No. 11919 for the year 2011,
- (iv) Deed of Conveyance, dated 06.11.2011, registered in the office of District Sub Registrar-II Barasat, Book No. I, CD Volume No. 39, Pages Nos. 2875 to 2897 being Deed No. 11922 for the year 2011,
- (v) Deed of Conveyance, dated 06.11.2011, registered in the office of District Sub Registrar-II Barasat, Book No. I, CD Volume No. 39, Pages Nos. 2783 to 2805 being Deed No. 11918 for the year 2011,
- (vi) Deed of Conveyance, dated 06.11.2011, registered in the office of District Sub Registrar-II Barasat, Book No. I, CD Volume No. 39, Pages Nos. 2898 to 2920 being Deed No. 11923 for the year 2011,

- (vii) Deed of Conveyance, dated 06.11.2011, registered in the office of District Sub Registrar-II Barasat, Book No. I, CD Volume No. 39, Pages Nos. 2691 to 2713 being Deed No. 11914 for the year 2011,
- (viii) Deed of Conveyance, dated 06.11.2011, registered in the office of District Sub Registrar-II Barasat, Book No. I, CD Volume No. 39, Pages Nos. 2990 to 3012 being Deed No. 11927 for the year 2011,
- (ix) Deed of Conveyance, dated 06.11.2011, registered in the office of District Sub Registrar-II Barasat, Book No. I, CD Volume No. 39, Pages Nos. 3013 to 3035 being Deed No. 11928 for the year 2011,
- (x) Deed of Conveyance, dated 06.11.2011, registered in the office of District Sub Registrar-II Barasat, Book No. I, CD Volume No. 39, Pages Nos. 2944 to 2966 being Deed No. 11925 for the year 2011,
- (xi) Deed of Conveyance, dated 06.11.2011, registered in the office of District Sub Registrar-II Barasat, Book No. I, CD Volume No. 39, Pages Nos. 2829 to 2851 being Deed No. 11920 for the year 2011,
- (xii) Deed of Conveyance, dated 06.11.2011, registered in the office of District Sub Registrar-II Barasat, Book No. I, CD Volume No. 39, Pages Nos. 2760 to 2782 being Deed No. 11917 for the year 2011,
- (xiii) Deed of Conveyance, dated 06.11.2011, registered in the office of District Sub Registrar-II Barasat, Book No. I, CD Volume No. 39, Pages Nos. 2921 to 2943 being Deed No. 11924 for the year 2011,
- (xiv) Deed of Conveyance, dated 06.11.2011, registered in the office of District Sub Registrar-II Barasat, Book No. I, CD Volume No. 39, Pages Nos. 2967 to 2989 being Deed No. 11926 for the year 2011,
- (xv) Deed of Conveyance, dated 06.11.2011, registered in the office of District Sub Registrar-II Barasat, Book No. I, CD Volume No. 39, Pages Nos. 2852 to 2874 being Deed No. 11921 for the year 2011,

The owners and the promoters have entered into an unregistered development agreement dated 3rd June, 2013, under certain terms and conditions inter alia with respect to the "Largar Premises".



- B. That the Landowners herein duly amalgamated the abovesaid several land into a single holding and the said amalgamated land is earmarked for the purpose of building a residential complex comprising in seven blocks having provisions for car parking spaces and other civic amenities on the ground floor and 202 nos. of self contained residential units on the upper floors and the said projects is known as **Spotlight Rainbow** .

Provided that where the land is earmarked for any institutional development the same shall be used for those purpose only any no commercial/residential development shall be permitted unless it is a part of the plan approved by the competent authority.

That the Promoter has duly completed Block nos. 3,5,6 & 7 out of the total seven nos of Blocks of the entire project and duly obtained occupancy certificate of the said four nos of Blocks from the competent authority of Madhyamgram Municipality pursuant to Building Permit No. - 1790 dated 23.03.2017 on 04.03.2018. That the said building plan was again revised on 01.10.2019 vide Plan No. COM-108/MM/2019-2020. Hence the upcoming Blocks vide Block Nos. 1, 2 & 4 are coming under the purview of West Bengal Housing Industry Regulation Act, 2017.

- C. The Promoter is fully competent to enter into Agreement for Sale/Allotment and all the legal formalities with respect to the right title and interest of the Promoter regarding the said land on which the project is to be constructed have been completed.

- D. The West Bengal Housing Industry Regulation Act, 2017 (being the competent authority) has granted the commencement certificate to develop the project vide approval dated .. .., bearing registration no. ....

- E. The Promoter has designed the final layout plan, sanctioned plan, specifications and approvals for the project and also for the apartment or building as the case may be from Madhyamgram Municipality being the competent authority for developing the residential complex vide sanction serial no. 1380/MM/2012-2013, dated 08.11.2013 and thereafter the said sanctioned plan was duly amended and forwarded before the competent

authority of Madhyamgram Municipality duly revised vide Serial no. 1790/MM/2013-2014 dated 24.03.2014. Revised Sanctioned Building Plan vide Plan No.COM-108/MM/2019-2020 on 01.10.2019. The Promoter agrees and undertakes that it shall not make any change to these approved plans except in strict compliance with section-14 of the Act and other laws as applicable.

- F. That by virtue of a Joint Development Agreement dated 17.01.2020 the said Bharti Gupta & fourteen Others collectively the **Landowners** therein of the One Part have duly deputed the said Spotlight Finance and Consultancy Pvt. Ltd. the Developer therein of the Other Part in respect of development of the remaining blocks i.e. Block No. 1, 2 & 4 at Premises No. 145/7, Nazrul Islam Sarani, P.S. - Madhyamgram, Kolkata - 700129 under certain terms & conditions inter alia and the said Joint Development Agreement was registered before Additional District Sub Registrar - Barasat and the same was copied in Book No. I, Volume No. 1503-2020, Pages Nos. 17144 to 17283, being Deed No. 150300291 for the year 2020 (the said registered Joint Development Agreement).
- G. Pursuant to the said Joint Development Agreement one Development Power of Attorney was also executed on 13.02.2020 whereby and wherein the said Bharti Gupta & thirteen others (excluding Spotlight Finance and Consultancy Pvt. Ltd.) collectively the Principals/Grantors therein duly nominated constituted and appointed the said Spotlight Finance and Consultancy Pvt. Ltd. as their true and lawful attorney whereby and wherein the said Bharti Gupta & thirteen others duly appointed the said Spotlight Finance and Consultancy Pvt. Ltd. as their true and lawful attorney whereby and wherein the said Spotlight Finance and Consultancy Pvt. Ltd. is empowered to enter into Agreement for Sale and also to execute Deed of Conveyance in respect of the upcoming three blocks being Block Nos. 1, 2 & 4 and the same was registered before Additional District Sub Registrar - Barasat, copied in Book No. I, Volume No. 1503-2020, Pages Nos. 39934 to 40050, being Deed No. 150300815 for the year 2020 (the said Development Power of Attorney).

- H. The Promoter has registered the project under the provisions of the Act, with the West Bengal Housing Industry Regulatory Authority at West Bengal on ..... under registration no. ....
- I. The allottee/s had applied for an apartment in the project vide application no. .... dated ..... and has/have been provisionally allotted apartment no. .... having carpet area of ..... Sq.ft., in floor No. .... Block No. ..../Wing No. .... at Spotlight Rainbow alongwith common covered parking no..... admeasuring an area of ..... Sq.ft. on the ground floor of Block/Wing as permissible under the applicable Law and of prorata share in the common areas as defined under clause (M) of Section - 2 of the Act (hereinafter referred to as the "Plot" more particularly described in Schedule - A).
- J. The parties have gone through all the terms and conditions as set out in this Agreement and understood the mutual rights and obligations detailed herein.
- K. The allottee/s shall complete the payment in full as well as would execute Conveyance Deed in his/her/their favour before taking the physical possession of the said flat/apartment/unit alongwith parking space and shall executethe Deed of Conveyancewithinone monthfromthedata of obtaining physical possession of the said flat/unit/apartment the Promoter shall complete theregistrationof Deed of Conveyance at the costs of the allottee/ s herein provided the allottee/shall deposit all costs and expenses prior to registration.
- L. The parties hereby confirm that they are signing this agreement with full knowledge of allthe laws, rules, regulations, notifications, etc. applicable to the project.
- M. The parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this agreement and all applicable Laws, are now willing to enter into this agreement on the terms and conditions appearing hereinafter.

N. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the parties, the Promoter hereby agrees to sell and the allottee/s hereby agrees to purchase all that Apartment/ Unit/Flat No. .... on the Floor measuring .....Sq.ft carpet area (Apartment) and the Garage/Covered Car parking lying parking Space No. .... on the ground floor as specified in Para - G.

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

1. **TERMS:-**

Subject to the terms and conditions as detailed in this agreement, the Promoter agrees to sell to the allottee/s and the allottee/s hereby agree/s to purchase the Apartment/Flat/Unit as specified in Para - G.

The total price for the apartment based on the carpet area is Rs. .... { out of which Rs. .... for the apartment and Rs. .... for the garage/car parking space, along with EDC of Rs. 75,000/- (Rupees seventy five thousand) only for 1BHK units, Rs. 1,00,000/- (Rupees one lakh) only for 2BHK units and Rs. 1,25,000/- (Rupees one lakh and twenty five thousand) only for 3BHK units, WBSEB connection charges and meter deposit charges, power backup (generator) charges, municipal tax, club membership charges, additional Rs. 10,000/- (Rupees ten thousand) only for sinking fund and Rs. 20,000/- (Rupees twenty thousand) only as legal documentation charges (which excludes stamp duty, registration fees and other out of pocket expenses)} thus aggregating Rs. ..../- (Rupees ..... ) only along with applicable Goods & Service Taxes (G.S.T) ("Total Price plus EDC").

**Carpet area** : ..... ( ) Sq.ft.

**Balcony area** : ..... ( ) Sq.ft.

**Parking Type** :

**Breakage & Description of Total Price of the Apartment**

SL No.	Particulars	Amount	GST	Total Amount
1	Unit			
2	Covered Car Parking			
3	Electrical Infrastructure Charges, Association Formation Charges, Grill and DG Connection Charges			
4	Legal Charges/ Documentation Charges			
	<b>TOTAL</b>			

Block/Building/Tower No....	Rate of apartment per square feet
Apartment No. ....	
Type .....	
Floor.....	
Total Price (in rupees)	

**AND**

Garage/covered parking - 1	
Garage/covered parking - 2	
Total price (in rupees)	

..... **Explanation**

**Explanation:-**

- i. The Total Price above includes the booking amount paid by the allottee to the Promoter towards the Apartment.
- ii. The Total Price above includes taxes (consisting of tax paid or payable by the Promoter by way of G.S.T and Cess or any other similar taxes which may be levied, in connection with the construction of the project payable by the Promoter, by whatever name called) up to the date of handing over the possession of the apartment to the allottee and the project to the association of Allottees or the competent authority, as the case may be, after obtaining the completion certificate;

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

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

- iii. The Promoter shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
- iv. The Total Price of Apartment includes recovery of price of land, construction of [not only the Apartment but also] the common areas, internal development charges, external development charges electrical connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per Para II etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the project.

The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/ charges imposed by the competent authorities, the Promoter shall enclose the said notification/ order/rule/regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the schedule date of completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority as per the Act, the same shall not be charged from the Allottee.

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

The Promoter may allow, in its sole discretion, a rebate for early payments of instalments payable by the Allottee/s by discounting such early payment @\_% per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.

It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at Schedule 'D' and Schedule 'E' (which shall be in conformity with the advertisement, prospectus etc. on the basis of which sale is effected) in respect of the apartment, without the previous written consent of the Allottee as per the provisions of the Act.

Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee, Or such minor changes or alterations as per the provisions of the Act.

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

Subject to Para 9.3 the Promoter agrees and acknowledges, the Allottee shall have the right to the Apartment as mentioned below:

- (i) The Allottee shall have exclusive ownership of the Apartment;
- (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them, it is clarified that the Promoter, shall hand over the common areas to the occupancy association of Allottees after duly obtaining the completion certificate from the competent authority as provided in the Act;
- (iii) That the computation of the price of the Apartment includes recovery of price of land, construction of [not only the Apartment but also] the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electric connectivity to the apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows in the common areas, maintenance charges as per Para 11 etc. and includes cost for providing all other facilities, amenities and Specifications to be provided within the Apartment and the Project;



- (iv) The Allottee has the right to visit the project site to assess the extent of development of the project and his/her/their apartment, as the case may be.

It is made clear by the Promoter and the Allottee agrees that the Apartment along with ..... garage/covered parking shall be treated as a single, indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottees of the Project.

The Promoter agrees to pay all outgoing before transferring the physical possession of the apartment to the Allottees, which it has collected from the Allottees, for the payment of outgoing (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on 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 outgoing collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoing and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

The Allottee has paid a sum of Rs..... /- (Rupees ..... only) as booking amount being part payment towards the Total Price of the Apartment 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 Apartment as prescribed in the Payment Plan [Schedule C] as may be demanded by the Promoter within the time and in the manner Specified therein: Provided that if the allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules.

**2. MODE OF PAYMENT:**

Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottees shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan [through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable) in favour of "Spotlight Finance And Consultancy Pvt. Ltd." payable at Kolkata.

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

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

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

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

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

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

**5. TIME IS ESSENCE:**

The Promoter shall abide by the time schedule for completing the project as disclosed at the time of registration of the project with the Authority and towards handing over the Apartment to the Allottee and the common areas to the association of allottees or the competent authority, as the case may be.

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

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Apartment and accepted

the floor plan, payment plan and the specifications, amenities and facilities [annexed along with this Agreement] which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities, subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the persisting State Laws in West Bengal i.e. The Apartment Ownership Act, 1972 and shall not have an option to make any variation/alteration/modification in such plans, other than in the manner provided under this Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

**7. POSSESSION OF THE APARTMENT:**

Schedule for possession of the said Apartment. The Promoter agrees and understands that timely delivery of possession of the Apartment to the allottee and the common areas to the association of allottees or the competent authority, as the case may be, is the essence of this Agreement. The Promoter assures to hand over possession of the Apartment along with ready and complete common areas with all specifications, amenities and facilities of the project in place on 31<sup>st</sup> day of March, 2021, subject to a grace period of additional 6 (six) months therefrom unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment.

Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee the entire amount received by the Promoter from the allotment within 45 days from the date. The Promoter shall intimate the allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

Procedure for taking possession – The Promoter, upon obtaining the occupancy/completion certificate from the competent authority shall offer in writing the possession of the Apartment, to the Allottee in terms of this Agreement to be taken within two months from the date of issue of occupancy/completion certificate. [Provided that, in the absence of local law, the conveyance deed in favour of the

allottee shall be carried out by the Promoter within 3 months from the date of issue of occupancy/completion certificate]. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee, after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/ association of allottees, as the case may be after the issuance of the completion certificate for the project. The Promoter shall hand over the occupancy/completion certificate of the Apartment, as the case may be, to the allottee at the time of conveyance of the same.

Announcement of completion of the proposed building/s by the promoter, after obtaining CC, the maintenance expenses would start up and will be binding upon the Allottee/s.

Failure of Allottee to take Possession of Apartment. Upon receiving a written intimation from the Promoter as per para 7.2, the Allottee shall take possession of the Apartment from the Promoter by executing necessary indemnities, undertaking and such other documentation as prescribed in this Agreement and the Promoter shall give possession of the Apartment to the allottee. In case the Allottee fails to take possession within the time provided in para 7.2 such Allottee shall continue to be liable to pay maintenance charges as specified in para 7.2.

Possession by the Allottee – After obtaining the occupancy/completion certificate\* and handing over physical possession of the Apartment to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the association of Allottees or the competent authority, as the case may be, as per the local laws;

[Provided that, in the absence of any local law, the Promoter shall handover the necessary documents and plans, including common areas, to the association of allottees or the competent authority, as the case may be, within thirty days after obtaining the completion/ completion certificate].

Cancellation by allottee – The Allottee shall have the right to cancel/ withdraw his allotment in the Project as provided in the Act. Provided that where the allottee proposes to cancel/withdraw from the project without any fault of the Promoter, the Promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the allottee shall be returned by the Promoter to the allottee within 45 days of such cancellation, deducting therefrom 10% of the agreed consideration alongwith applicable levies/taxes.

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

Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 7.1; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act, or for any other reason, the Promoter shall be liable, on demand to the allottees, in case the Allottee wishes to withdraw from the Project without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within forty-five days of it becoming due;

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

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

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

- i. The Promoter has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- ii. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- iii. There are no encumbrances upon the said Project;
- iv. There are no litigations pending before any Court of law or Authority with respect to the said Project or the Apartment;
- v. All approvals, licenses and permits issued by the competent authorities with respect to the Project, and Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Apartment and common areas;
- vi. The Promoter has the rights 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;
- vii. The promoter has not been entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the said Land including the Project and the said Apartment which will, in any manner, affect the rights of allottee under this Agreement;
- viii. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee in the manner contemplated in this Agreement;

- ix. At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment to the Allottee and the common areas to the association of allottees or the competent authority, as the case may be;
- x. The schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;
- xi. The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the completion certificate has been issued and possession of apartment, along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the allottee and the association of allottees or the competent authority, as the case may be;
- xii. No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project.

**9. EVENTS DEFAULTS AND CONSEQUENCES:**

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

- i. Promoter fails to provide ready to move in possession of the Apartment to the Allottee within the time period specified in para 7.1 or fails to complete the project within the stipulated time disclosed at the time of registration of the project with the Authority. For the purpose of this para 'ready to move in possession' shall mean that the apartment 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 occupation certificate and completion certificate, as the case may be, has been issued by the competent authority.

- ii. Discontinuance of the Promoter business as a developer on account of suspension or revocation of his registration under the provisions of the Act of the rules or regulations made thereunder.

In case of Default by Promoter under the conditions listed above, Allottee is entitled to the following:-

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

**Or**

- ii. The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the apartment, along with interest at the rate prescribed in the Rules within forty-five days of receiving the termination notice,

Provided that where as Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the Promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Apartment, which shall be paid by the Promoter to the allottee within forty-five days of it becoming due.

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

- i. In case the Allottee fails to make payments for consecutive demands made by the Promoter as per the Payment Plan annexed hereto, despite having been issued notice in that regard the allottee shall be liable to pay interest to Promoter on the unpaid amount at the rate of 12% (twelve percent) p.a.

- ii. In case of Default by Allottee under the condition listed above continues for a period beyond 3 (three) consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Apartment in favour of the Allottee and refund the money paid to him by the allottee by deducting the booking amount along with cancellation charges and the interest liabilities and this Agreement shall thereupon stand terminated.

Provided that the Promoter shall initiate the allottee about such termination at least thirty days prior to such termination.

#### **10. CONVEYANCE OF THE SAID APARTMENT**

The Promoter on receipt of Total Price of the Apartment as per para 1.2 under the Agreement from the Allottee, shall execute a Conveyance Deed and convey the title of the Apartment together with proportionate indivisible share in the Common Areas within 3 months from the date of issuance of the occupancy certificate and the completion certificate as the case may be, to the allottee:

[Provided that, in the absence of local law, the conveyance deed in favour of the allottee shall be carried out by the Promoter within 3 months from the date of issue of occupancy certificate]. However in case the Allottee fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the Conveyance Deed in his/her favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee.

#### **11. MAINTANENCE OF THE SAID BUILDING/APARTMENT/ PROJECT**

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of allottees upon issuance of the completion certificate of the project.

#### **12. DEFECT LIABILITY:**

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the

Allottee from the date of handing over possession. It shall be the duty of the Promoter to rectify such defects without further charges, within 30 (thirty) days and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottees shall be entitled to receive appropriate compensation in the manner as provided under the Act. This liability is only restricted to the defect in super structure of the said proposed building.

**13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:**

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

**14. USAGE:**

Use of basement and Service Areas: The basement (s) and service areas if any, located within the Spotlight Rainbow, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipments etc and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the service areas and the basement in any manner whatsoever, other than those earmarked as parking spaces and the same shall be reserved for use by the association of allottees formed by the Allottees for rendering maintenance services.

**15. COMPLAINACE WITH RESPECT TO THE APARTMENT:**

Subject to para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Apartment or the stair cases, lifts, common passage, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment

and keep the Apartment its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

The Allottee further undertakes, assures and guarantees that he/she would not put any sign-boards/name plate, neon light, publicity material or advertisement material etc. on the face façade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Apartment or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall including the outer and the load bearing wall of the Apartment.

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

**16. COMPLAINT OF LAWS, NOTIFICATIONS ETC. BY PARTIES:**

The parties are entering into this Agreement for the allotment of an Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the project.

**17. ADDITIONAL CONSTRUCTIONS:**

The Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the competent authority (ies) and disclosed, except for as provided in the Act.

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

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

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

The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the Apartment Ownership Act, 1972.

The Promoter showing compliance of various laws/regulations as applicable in Apartment Ownership Act, 1972.

**20. BINDING EFFECT:**

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and deliver this Agreement with all the schedules along with the payments due as stipulated in the Payment plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar (in the instant case Additional District Sub Registrar Rajarhat is the competent Registrar) as and when intimated by the Promoter. If the Allottee (s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the allottee and/or appear before the Sub – Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, the application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee in connection therewith including the booking amount shall be returned to the Allottee after deducting therefrom the cancellation charges as mentioned under clause 7.5 hereinabove, without any interest or compensation whatsoever.

**21. ENTIRE AGREEMENT:**

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreement, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said apartment.

**22. RIGHT TO AMEND:**

This agreement may only be amended through written consent of the parties.

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

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising herein under in respect of the Apartment and the Project shall equally be applicable to and enforceable against and by any subsequent Allottees of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes

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

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

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

**25. SERVERABILITY:**

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

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

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

Pertinent to mention that the monthly maintenance charges would be payable on the basis of maintenance areas only.

**27. FURTHER ASSUREANCES:**

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

**28. PLACE OF EXECUTION:**

The execution of this Agreement shall be completed only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter, and the Allottee, after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution of the said Agreement shall be registered at the office of the Additional District Sub Registrar at Barasat. Hence this Agreement shall be deemed to have been executed at Additional District Sub Registrar Barasat, or any other office of the Registrar, being the competent authority.

**29. NOTICES:**

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

..... Name of Allottee

..... (Allottee Address)

“Spotlight Rainbow Finance And Consultancy Pvt. Ltd.”

having its registered office at 68A, Ballygunge Circular Road, 6th Floor, Unit 6D, Post Office - Circus Avenue, Police Station - Ballygunge, Kolkata - 700 019.

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



**30. JOINT ALLOTTEES:**

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

**31. SAVINGS:**

Any application letter, allotment letter, agreement, or any other document signed by the allottee in respect of the apartment, prior to the execution and registration of this Agreement for sale for such apartment, shall not be construed to limit the rights and interests of the allottee under the Agreement for sale or under the Act or the rules or the regulations made thereunder.

**32. GOVERNING LAW:**

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act and the Rules and Regulations made thereunder including other applicable laws of India for the time being in force.

**33. DISPUTE RESOLUTION:**

All or any disputes arising out of or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled under the Arbitration and Conciliation Act, 1996.

**34. Disclaimer :** Any or all of the above provisions mentioned from Para 1 to Para 33 are not in contrary to HIRA RULE & HIRA ACT.**Schedule - A above Referred to:****(Land Premises)**

Premises: All That piece and parcel of Bastu (for Housing Complex) land hereditaments admeasuring an area of 179.821 (one hundred and seventy nine point eight two one) Decimals which is equivalent to 108.98 (one hundred and eight point nine eight) Cuttahs be the same a little more or less

in Mouza Udayrajpur, J.L. No. 43, Re. Su. No. 6 in L.R. Plot Dag Nos. 2857, 2858, 2849, 2850 and 2839 in L.R. Khatian Nos. 9255 to 9269, Police Station - Barasat, within the jurisdiction of Additional District Sub Registrar Barasat, and within the local limits of Madhyamgram Municipality vide Municipal Premises No. 145/7 Nazrul Islam Sarani, under Ward No. 10, District North 24 Parganas.

**(Building/Buildings)**

All that 7 (seven) buildings under Block - 1 consisting 47 (forty seven) nos. of units, Block - 2 consisting 24 (twenty four) nos. of units, Block - 3 consisting of 24 (twenty four) nos. of units, Block - 4 consisting of 24 (twenty four) nos. of units, Block - 5 consisting of 24 (twenty four) nos. of units, Block - 6 consisting of 33 (thirty three) nos. of units and Block - 7 consisting of 33 (thirty three) nos of units combindly named and styled as Spotlight Rainbow, having provision for Car Parking Spaces on the Ground Floor being constructed on a plot of land measuring of 179.821 (one hundred and seventy nine point eight two one) Decimals which is equivalent to 108.98 (one hundred and eight point nine eight) Cuttaha comprised in Mouza Udayrajpur, J.L. No. 43, Re. Su. No. 6 in L.R. Plot Dag Nos. 2857, 2858, 2849, 2850 and 2839 in L.R. Khatian Nos. 9255, 9256, 9257, 9258, 9259, 9260, 9261, 9262, 9263, 9264, 9265, 9266, 9267, 9268 and 9269, Police Station - Barasat, within the jurisdiction of Additional District Sub Registrar Barasat, and within the local limits of Madhyamgram Municipality vide Municipal Premises No. 145/7 Nazrul Islam Sarani, Ward No. 5, (formerly Ward No. - 10) District North 24 Parganas, morefully and particularly mentioned under Schedule - A hereinbefore.

**(Completed Blocks of which the occupancy certificate has been already obtained, hence are not coming under the purview of WBHIRA): -**

All that four Blocks, being Block No. 3 (consisting of 24 nos. of units), Block No. - 5 (consisting of 24 Nos. of units), Block No. - 6 (consisting of 33 (thirty three) nos. of units) and Block No. 7 (consisting of 33 (thirty three)

nos. of units) along with car parking spaces on the ground floor of the said Blocks together with undivided, proportionate, impartible share of land measuring 179.821 (one hundred seventy nine point eight two one) decimal which is equivalent to 108.98 (one hundred eight point nine eight) Cuttah comprised in Mouza - Udayrajpur, J.L No. - 43, Re.Su. No. - 6, in L.R Dag Nos. 2857, 2858, 2849, 2850 & 2839 in L.R Khatian Nos. 9255, 9256, 9257, 9258, 9259, 9260, 9261, 9262, 9263, 9264, 9265, 9266, 9267, 9268 & 9269, Police Station - Madhyamgram (formerly Barasat), within the jurisdiction of Additional District Sub Registrar - Barasat and within the local limits of Madhyamgram Municipality vide Municipal Premises No. 145/7, Nazrul Islam Sarani, under Ward No. - 5 (formerly under Ward No. - 10), District - North 24 Parganas.

**Schedule – B above Referred to:**

(Booked/Allotted Property)

All that .....BHK dwelling Flat/Unit/Apartment No. .... on ..... Floor, Block ..... measuring an area of ..... (.....) Sq.ft. Carpet Area alongwith right to park one four seater medium size car on the ground floor, vide Car Parking Space No ....., together with undivided proportionate impartible and indivisible share and/or interest in the land morefully and particularly described in the First Schedule referred to hereinabove consists of ..... (.....) Bed Rooms, ..... ( ) Toilets .....(.....), W.C. ....(.....) Dining Cum Living Space alongwith ..... (.....) Open Kitchen and ..... (.....) Verandah/Balcony, together with common facilities and amenities as

mentioned under Schedule - "D" hereinunder appearing. That the said residential flat/unit/apartment being Flat No. .... on..... Floor in Block ..... , is butted and bounded as follows:-

**On the North by :**

**On the South by :**

**On the East by :**

**On the West by :**

shown in the annexed floor plan verged in border RED and the said floor plan shall be treated as part and parcel of these presents.

**Schedule – C above Referred to:**

(Payment Plan)

It shall be duty and responsibility of the Purchaser/s to make punctual payment of the full consideration money alongwith EDC in the manner as follows:-

- (A) At the time of Booking the Flat the Purchaser/s has/have already paid Rs. 1,00,000/- (Rupees one lakh) only plus applicable GST out of the total consideration amount, of the said flat as and by way of booking money and the details of such payment is shown under Memo of Consideration hereinunder appearing.
- (B) On execution of Agreement within 30 (thirty) days from the date of booking whichever is earlier 20% (twenty percent) of the total consideration amount (the amount of residential Flat together with the amount of Common Covered Car Parking Space), plus applicable GST to the Promoter herein along with 50% (fifty percent) of legal charges payable to the Advocate/Solicitor.
- (C) On Foundation 10% (ten percent) of the total consideration amount (the amount of residential flat together with the amount of Common Covered Car Parking Space), to the Promoter herein plus applicable GST.

- (D) On first floor roof casting 10% (ten percent) of the total consideration amount, to the Promoter plus applicable GST.
- (E) On second floor roof casting 10% (ten percent) of the total consideration amount to the promoter together with 25% (twenty five percent) of the EDC plus applicable GST.
- (F) On third floor roof casting 10% (ten percent) of the total consideration amount to the Promoter plus applicable GST.
- (G) On fourth floor roof casting 10% (ten percent) of the total consideration amount plus 25% (twenty five percent) of the EDC plus applicable GST.
- (H) On completion of brick work of the concerned unit 10% (ten percent) of the total consideration amount plus applicable GST.
- (I) On completion of floor of the concerned unit 10% (ten percent) of the total consideration amount together with 25% (twenty five percent) of EDC plus applicable GST.
- (J) On handing over physical possession of the concerned unit by the Promoter to the allottee upon obtaining occupancy certificate from competent authority (here Madhyamgram Municipality is the competent authority), remaining 10% (ten percent) of the total consideration amount along with 25% (twenty five percent) of the EDC plus applicable GST and remaining 50% (fifty percent) of legal charges payable to the Advocate/Solicitor.

**Schedule - D above Referred to:**

(Common Portions)

Part - I

**1. Areas:**

- i) Ultimate/top roof above the top floor of the Block. (user right only)
- ii) Open and/or covered paths and passages of the said Block.
- iii) Stair headroom, lift machine room and lift well of the said Block.
- iv) All walls (save inside wall any flat or units) and main gates of the said Block.

**2. Water and Plumbing:**

- i) Water Reservoir of the said Block.
- ii) Water Tank of the said Block.
- iii) Water pipe (save those inside any flat and/or units).

**3. Electrical Installations:**

- i) Wiring and accessories for lighting of said Block Common Portions.
- ii) Electrical Installations relating to the meter for receiving electricity from the Electricity Supply Agency.
- iii) Pump, motor, lift and lift machinery of the said Block.

**4. Drains :**

- i) Drains, sewerage and pipes of the said Block.

**Part - II**

(Complex Common Portions)

All common portions as are common between the co-owners of both the blocks contained in the complex:

**1. Area:**

- i) Open and/or common paths and passages inside the complex and outside any block contained in the complex.
- ii) Boundary walls and main gates of the complex.
- iii) Space for air-conditioned community hall.
- iv) Landscaped compound area.
- v) Well designed and decorated lobby finished with marble and granite and/or stone/tiles finish.
- vi) Well decorated commonroof.
- vii) Wide drive ways.

**2. Water and Plumbing:**

- i) Water pipes - same those inside any block.
- ii) Deep tubewell or water of Madhyamgram Municipality.

**3. Electrical Installations:**

- i) Wiring and accessories for lighting of common portion of the complex.
- ii) Pumps and motors reserved for use for common portion of the complex.
- iii) Common generator facilities for common service areas. (At extra costs)
- iv) Light arrangements at the main gates and passages of the complex.

**4. Drains:**

Drains, sewers, septic tanks and pipes of the complex.

**Schedule – E above Referred to:**

**Part – I**

(Specification of Construction of units/flats/apartments)

**1. Foundation:**

- Reinforced concrete Cement Structure.



**2. Wall Finish:**

- Interior: Conventional brickwork with Plaster of Paris.
- Exterior: Weather Coat Paint.

**3. Flooring:**

- Living/Dining: Vetrified Tiles.
- Rooms: Vetrified Tiles.
- Bathrooms and Kitchen: Ceramic tiles.
- Stairs and Lobby: Vetrified tiles.

**4. Doors:**

- Wooden frame with flush door.
- Toilets - PVC frames with PVC doors.

**5. Windows:**

- Aluminum Sliding Window.
- M.S. Grill.

**6. Kitchen:**

- Counter with Granite Top.
- Glazed tiles upto 2 $\phi$  (two feet) above the counter.
- Stainless Sink.

**7. Toilet:**

- Concealed Pipeline.
- Hot and Cold water line in one toilet.
- Glazed tiles upto door height.
- C.P. Bath and Sanitary Fittings of Cera or Parryware or reputed make.

**8. Electricals:**

- Concealed copper wiring with Modular Switches.
- T.V. and Telephone Point in Living Room.
- AC point in one Bedroom.

**9. Entrance Lobby:**

- Vetrified tiles.
- Overhead illumination in common area and staircases.
- Lift.

**10. Others:**

(Available to the Allottees/Purchasers only after completion of all the seven nos. of Blocks).

- 60% Open Space.
- AC community Hall with Landscaped Lawn.
- AC Gymnasium.
- Indoor Games Room.
- Splash Pool for Kids.
- Badminton Court.
- Children Play Ground.
- Landscaped gardens.
- 24 Hrs.HighSecurity
- Elevators.
- Car Parking.
- Generator.

**Part - II**

(Common facilities and amenities for common users of all the flat owners)

1. Community Hall.
2. Landscaped compound area with paved pathways within the complex.
3. Open to sky top roof of the block.
4. Well designed lobby finished with marble and granite and/or Stone/ Tiles finish.
5. Generator facilities for common service i.e. lifts, pumps, common lighting.
6. One lift in each block.
7. Adequate car parking spaces on ground floor/open demarcated space at extra cost.
8. 24 hours water supply either through deep tubewell or through Madhyamgram Municipality.
9. Security Measures:-  
24 hours security manned by trained guards round the clock.

..... In Witness

**In witness whereof** the parties hereunto set and subscribed their respective hands and seals the day, month and year first above written.

Signed Sealed and Delivered by the above named **Land Owners, Promoter** and **Allottee/ s** at Kolkata in the presence of :

1.

2.

\_\_\_\_\_  
**Signature of the Land Owners**

\_\_\_\_\_  
**Signature of Promoter**

\_\_\_\_\_  
**Signature of the Allottee/ s**

**Received** on and from the withinnamed **Allottees** by the withinnamed **Promoter** the withinmentioned sum of **Rs.** ...../ - (**Rupees** .....) **only** as and by way of earnest money for allotment of the Schedule - "B" property as per Memorandum of Consideration below :-

**Memo of Consideration**

<b><u>Sl. No.</u></b>	<b><u>Date</u></b>	<b><u>Cheque No.</u></b>	<b><u>Bank</u></b>	<b><u>Branch</u></b>	<b><u>Amount (Rs.)</u></b>
-----------------------	--------------------	--------------------------	--------------------	----------------------	----------------------------

**Total :** \_\_\_\_\_  
\_\_\_\_\_

(Rupees ..... ) only.

Witnesses :

1.

2.

\_\_\_\_\_  
**Signature of the Promoter**

