

## **ANNEXURE-A**

**[See rule 9]**

### **AGREEMENT FOR SALE**

This Agreement for Sale **[Agreement]** executed on this ..... day of ..... [Month], 2021.

#### **BY AND BETWEEN**

**M/S BIDHAN NIRMAN PVT. LTD [PAN No. AADCB1033C]**, a company registered under the Companies Act, 1956 and having its registered office at 502, Tobacco House at 1, Old Court House Corner, P.S. Hare Street, P.O. Lal Bazar, Kolkata- 700001 [previously at 76/1C, Bidhan Sarani, P.O – Beadon Street, P.S. Burtolla, Kolkata – 700 006], being, hereinafter called and referred to as the **OWNERS** being represented by its Attorney, namely **[1] SRI RAJIB GUPTA [PAN No. AGGPG9009B]**, son of Late Nanigopal Gupta, residing at P-126, Kalindi Housing Estate, P.S. Lake Town, P.O. Kalindi, Kolkata-700089 or, **[2] SRI SEKHAR DUTTA CHOWDHURY [PAN No. ADTPD4127H]** son of Late Sanjib Dutta Chowdhury residing at 55A, Rastraguru Avenue, P.O. & P.S. Dum Dum, Kolkata – 700028 or, **[3] SRI KANAI LAL DUTTA [PAN No. AFUPD9198M]** son of Late Amarendra Nath Dutta, residing at Post Office Road, P.O. & P.S. Habra, District – North 24-Parganas or **[4] SRI DIPAK KUMAR GUPTA [PAN No. ADQPG3601C]** son of Late Satya Ranjan Gupta, residing at 1, Madan Mohan Tala Street, P.O. Hatkhola, P.S. Shyampukur, Kolkata – 700 005, by virtue of a registered Power of Attorney dated ..... duly registered at the office of the Addl. Registrar

of Assurances - ....., Kolkata and recorded as Deed No...../..... [which term and expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors in interest and permitted assigns] of the **FIRST PART**

**AND**

**STAR UDYOG [PAN No. ACKFS1797G]** a partnership firm, having its principal place of business at P – 126, Kalindi Housing Estate, Post Office- Kalindi, Police Station- Lake Town, District- North 24 parganas, Kolkata – 700089, West Bengal, being represented by its authorized partners, [1] **SRI RAJIB GUPTA [PAN No. AGGPG9009B]**, son of Late Nanigopal Gupta, residing at P-126, Kalindi Housing Estate, P.S. Lake Town, P.O. Kalindi, Kolkata-700089 [2] **SRI SEKHAR DUTTA CHOWDHURY [PAN No. ADTPD4127H]** son of Late Sanjib Dutta Chowdhury residing at 55A, Rastraguru Avenue, P.O. & P.S. Dum Dum, Kolkata – 700028 [3] **SRI KANAI LAL DUTTA [PAN No. AFUPD9198M]** son of Late Amarendra Nath Dutta, residing at Post Office Road, P.O. & P.S. Habra, District – North 24-Parganas and [4] **SRI DIPAK KUMAR GUPTA [PAN No. ADQPG3601C]** son of Late Satya Ranjan Gupta, residing at 1, Madan Mohan Tala Street, P.O. Hatkhola, P.S. Shyampukur, Kolkata – 700 005, hereinafter called and referred to as the "**PROMOTER/DEVELOPER**" [which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include, the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/their assigns] of the **FIRST PART**

**AND**

.....[PAN .....], ..... of ....., by faith-....., by occupation- ....., by nationality- ....., residing at ....., P.O....., P.S.- ....., Pin-.....,hereinafter called and referred to as the '**PURCHASER/ALLOTTEE**' [which term and expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his/her/their heirs, executors, administrators, successors, successors-in-interests, representatives, nominee/s and assigns] of the **THIRD PART**.

The Owner, Promoter and the Allottee[s] shall hereinafter be collectively referred to as "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 Bengal 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 Regulations made under **the** West Bengal Housing Industry Regulation Act 2017.
- d) **"Section"** means a section of the Act.

**WHEREAS:**

**A.** The Owners are absolutely seized, possessed and/or sufficiently entitled to **ALL THAT** piece and parcel of land admeasuring an area of about 19 Cottahs 9 chittacks 8 sq ft be the same a little more or less lying and situated at the premises being no. 76/1C, Bidhan Sarani, P.O.- Beadon Street, P.S.- Burtolla, Kolkata – 700 006 [Zone : Sreemani Market Crossing to Abhoy Guha Road] under municipal limits of Ward No. 16 under Kolkata Municipal Corporation, [hereinafter referred to as "Said Land"] more fully described in the recital recorded in the **Schedule – A** hereunder written.

**B.** The Owners have entered into a Development Agreement dated **May, 2017** with the Developer being registered before the Addl. Registrar of Assurances - II Kolkata and recorded as **Deed No: 190201252/2017 in Volume No: 1902-2017, Page No: 40403 to 40469**, registered book no. I and the Owners have also granted authorization to the Developer to sell, transfer and/or convey the Units pertaining to the Developers allocation vide the registered Power of Attorney dated May 8, 2017 being registered before the Addl. Registrar of Assurances - III Kolkata and recorded as **Deed No: 190302372/2017 in Volume No: 1903-2017, Page No: 59681-59723**, registered book no. IV

**C.** The Said Land is earmarked for the purpose of building a residential cum commercial Project comprising multistoried buildings and the said Project shall be known as **"STAR WOOD"** with the object of using for apartments and shop.

**D.** The Project shall have certain amenities and facilities to the extent and as shall be decided by the Owner/Promoter and as indicated in the relevant clause in this Agreement.

**E.** The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Said Land on which Project is to be constructed have been completed.

**F.** The Kolkata Municipal Corporation has issued sanctioned plan to develop the Project vide approval bearing no.....

**G.** The Promoter agrees and undertakes that it shall not make any change in any Block/s to the approved plans except in strict compliance with Section 14 of the Act and other laws as applicable.

**H.** The Promoter has registered the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at “.....” vide registration no. ....

**I.** The Allottee had applied for an apartment in the Project vide Application dated ..... and has been **allotted** as permissible under the applicable law and of pro-rata share in the common areas as defined under clause[m] of Section 2 of the Act [hereinafter referred to as the “Apartment” more particularly described in Schedule” B” and the floor plan or the apartment is annexed hereto and marked as Schedule “C”.

**J.** The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein:

- a.** The Allottee has independently examined and verified or caused to be examined and verified, inter alia, the following and has fully satisfied himself about the same:
- b.** The Title of the Owner in respect of the Premises.
- c.** The Sanctioned Plans of the Buildings and further revised Sanctioned Plan, if any, in terms of the Act;
- d.** the Carpet Area of the Said Apartment;
- e.** The Specifications and common Portions of the Project; and
- f.** The respective rights interest and entitlements of the Owner and the Allottee under this Agreement for Sale.
- g.** The parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications etc. applicable to the Project;

**K.** The Parties, relying on the confirmations, representations, and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.

**L.** In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between this Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the apartment and has been allotted apartment no. .... having carpet area of ..... **square feet** [Super Built Area.....] on .....**Floor**, [Balcony Area ..... **square feet** excluded from total carpet area], as specified in the Schedule “D” hereunder written.

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

**1. TERMS:**

1.1 Subject to the terms & conditions as detailed in this Agreement, the Promoter hereby agrees to sell to the Allottee[s] and the Allottee[s] hereby agrees to purchase, the [Apartment / Plot] as specified in "Schedule D"

1.2 The Total Price for the [Apartment/ Plot] based on the carpet area is Rs..... [in words Rupees..... only] ["Total Price"]

Apartment no. ... Type..... Floor.....	Rate of Apartment per square feet*
Total Price [in Rupees]	-----

[AND]

Garage/covered parking	[in Rs.]

**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 the 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[s] 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 to the Allottee[s], the amount payable as stated in [i] above and the Allottee[s] 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[s] 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, taxes, cost of providing electric wiring, 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 etc. and includes cost for providing all other facilities, amenities and specification to be provided within the Apartment and the Project.

1.3 The Total Price is escalation free, save and except increases which the Allottee[s] 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[s] for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/ order/ rules/ regulations to that effect along with the demand letter being issued to the Allottee[s], which shall only be applicable on subsequent payments:

Provided that if there is any new imposition or increase of any development charges after the expiry of the Scheduled date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Project by the Authority, as per the Act, the same shall not be charged from the Allottee.

- 1.4 The Allottee[s] shall make the payment as per the payment plan set out in Schedule "E" ["Payment Plan"].
- 1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee[s] by discounting such early payments @ \_\_\_\_% 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[s] by the Promoter.
- 1.6 It is agreed that the Promoter shall not make any addition and alteration in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at Schedule 'F' and Schedule 'G' [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[s] 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[s], or such minor changes or alterations as per the provisions of the Act.

- 1.7 The Promoter shall confirm to the final carpet areas that has been allotted the Allottee after in construction of the building is complete and the occupancy certificate the granted by the competent authority, by furnishing details of the charges, if any in the carpet area. The Total Price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If the there is reduction in the carpet area than the Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the Apartment, allotted to the Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in Schedule "E". All these monetary adjustments shall be made at the same rate per square feet as agreed in Para 1.2 of this agreement.
- 1.8 Subject to Para 9.3 the Promoter agreed and acknowledges, the Allottee shall have the right to the Apartment as mentioned below:
  - (i) The Allottee[s] shall have exclusive Ownership of the Apartment;
  - (ii) The Allottee[s] shall also have undivided proportionate share in the common areas. Since the share/ interest of Allottee[s] in the common areas is undivided and cannot be divided or separated, the Allottee[s] shall use the common areas, along with other occupants and maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall handover the common areas to the 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, 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 etc. and includes cost for providing all other facilities, amenities and specification 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 Apartment, as the case may be.
- 1.9 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 Allottee[s] of the Project.

1.10 The Promoter agrees to pay all outgoings/ dues before transferring the physical possession of the Apartment to the Allottee[s] which it has collected from the Allottee[s], for the payment of outgoings/dues [including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project]. If the Promoter fails to pay all or any of the outgoings/ dues collected by it from the Allottee[s] or any liability, mortgage loan and interest thereon before transferring the Apartment to the Allottee[s], the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings/ dues 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.

1.11 The Allottee has paid a some 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 at [Schedule "E"] as may be demanded by the Promoter within the time and manner specified therein.

Provided that if the Allottee[s] delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules.

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

Subject to the terms of the agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the payment plan [through account payee cheque / demand draft/ banker's cheque or online payment [as applicable] in favor of ----- payable at ----- . If the apartment is purchased through Bank Loans then the dispute between Bank and the allottees should not put effect in the payment Terms . If such dispute will put effect on the payment terms then the allottee shall be treated as defaulter and promoter has the liberty to take appropriate steps as per the provision of the Act as well as the terms of the Agreement.

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

3.1 The Allottee, if residence outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act,1999 ['FEMA'], Reserve Bank of India Act, 1934 ['RBI' Act] and the Rules and Regulation



made thereunder or any statutory amendments or modifications made thereof and all others applicable laws including that of remittance of payment, acquisition/ sale/ transfer of immovable properties in India etc. and provide the Promoter with such permission, approval which would enable the Promoter to fulfill its obligations under this Agreement. Any refund or 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 statutory enactments or amendments thereof and the Rules and Regulation of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/ her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/ she may be liable for any action under Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.

3.2 The Promoter accepts no responsibility in regard to matters specified in Para 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in these regards. 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 Promoters 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 Allottee and such third party shall not have any right in the application/allotment of the said Apartment apply for herein in any way and the Promoter shall be issuing the payment receipts in favor of the Allottee only.

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

The Allottee authorized 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/ Plot] 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/ Plot and accepted the floor plan, payment plan and the specification, 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 law prevailing in the West Bengal and 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 this Agreement.

**7. POSSESSION OF THE APARTMENT:**

**7.1 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 the Agreement. The Promoter assures to handover possession of the [Apartment] along with ready and complete common areas with all specifications, amenities and facilities of the Project in place on----- unless there is delay or failure due to war, flood, drought, fire, cyclone earthquake or any other calamity caused by nature effecting the regular development of the real estate Project [“Force Majeure”]. If, however, the completion of 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[s] 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[s] the entire amount received by the Promoter from the Allotment within 45 days from that date. The Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agreed that he/ she shall not have any rights, claims etc. against the Promoter and the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

**7.2 Procedure for taking possession-** The Promoter, upon obtaining the occupancy certificate from the Kolkata shall offer in writing the possession of the [Apartment], to the Allottee[s] in terms of this Agreement to be taken within 2 [two] months from the date of issue of occupancy certificate. [Provided that, in the absence of local law, the conveyance deed in favor of the Allottee shall be carried out by the Promoter within three months from the date of issue of occupancy certificate]. The Promoter agrees and undertakes to indemnify the Allottee[s] in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee[s], 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 completion certificate for the Project. The Promoter shall handover the occupancy certificate of the Apartment, to the Allottee at the time of conveyance of the same.

- 7.3 **Failure of Allottee to take possession of [Apartment]**- Upon receiving a written intimation from the Promoter as per Para 7.2 above, the Allottee[s] shall take possession of the [Apartment] from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoter shall give possession of the [Apartment] to the Allottee[s]. In case the Allottee[s] fails to take possession within the time provided as per Para 7.2 above, such Allottee shall continue to be liable to pay maintenance charges as specified under Para 7.2 above.
- 7.4 **Possession by the Allottee-** After obtaining the occupancy certificate\* and handing over physical possession of the [Apartment] to the Allottee, it shall be the responsibility of the Promoter to handover the necessary documents and plan, 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 certificate].
- 7.5 **Cancellation by Allottee-** The Allottee[s] shall have the right to cancel/withdraw his allotment in the Project as provided in the Act:  
Provided that where the Allottee[s] 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[s] shall be returned by the Promoter to the Allottee[s] within forty-five days of such cancellation.
- 7.6 **Compensation** – The Promoter shall compensate the Allottee in case of any loss, caused to him due to defective title of the land, on which the Project is being developed or has been developed, in the manner as provided under the Act and the claim for the 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 said [Apartment] [i] in accordance with the terms of this Agreement, duly completed by the date specified in Para 7.1 above; or [ii] due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the provisions of the Act; or for any other reason; the Promoter shall be liable, on demand to the Allottee, 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/ Plot], with interest 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 intent to withdraw from the Project the Promoter shall pay the Allottee interest 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[s] as follows:

- (i) The Promoter has absolute, clear and marketable title with respect to the said Land and 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 Land or the Project;
- (iv) There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the [Apartment/Plot];
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and [Apartment] are valid and subsisting and have been obtained by following due process of law. Further, the 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/plot] and common areas;
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee[s] created herein, may prejudicially be affected;
- (vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said [Apartment/Plot] which will, in any manner, affect the rights of Allottee[s] 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[s] 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[s] 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 matters 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 the 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 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 OF DEFAULTS AND CONSEQUENCES:**

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

- (i) The Promoter fails to provide ready to move in possession of the [Apartment /Flat] to the Allottee[s] within the time period specified in Para 7.1 above in this Agreement 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's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

9.2 In case of default by the Promoter under the conditions listed above, Allottee[s] is entitled to the following:-

- (i) Stop making further payments to the Promoter as demanded by the Promoter. If the Allottee[s] stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee[s] be required to make the next payment without any interest; or
- (ii) The Allottee[s] 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[s] under any head whatsoever towards the purchase of the Apartment, along with interest within forty-five days of receiving the termination notice:

Provided that where an Allottee[s] 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/ Plot], which shall be paid by the Promoter to the Allottee within forty-five days of it becoming due.

9.3 The Allottee[s] shall be considered under a condition of default, on the occurrence of the following events:

- (i) In case the Allottee[s] 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[s] shall be liable to pay interest to the Promoter on the unpaid amount at the rate prescribed in the Rules.

- (ii) In case of default by Allottee under the conditions listed above continues for a period beyond ----- consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the [Apartment] in favour of the Allottee[s] and refund the money paid to him by the Allottee[s] by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated:

Provided that the Promoter shall intimate 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 common areas within three 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 absence of local law, the conveyance deed in favour of the Allottee shall be carried out by the Promoter within three months from the date of issue of occupancy certificate].

However, in case the Allottee[s] fails to deposit the stamp duty, registration charges within the period mentioned in the demand notice, letter, the Allottee[s] 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[s].

11. **MAINTENANCE OF THE SAID BUILDING/ APARTMENT/ PROJECT:**

The Promoter shall be responsible for providing and maintaining the essential services in the Project, till the taking over of the maintenance of the Project by the Association of Allottees upon the issuance of the completion certificate of the Project. The cost of such maintenance has been included in the Total Price of the [Apartment].

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 this Agreement relating to such development is brought to the notice of the Promoter within a period of 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 charge, within thirty days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee[s] shall be entitled to receive appropriate compensation in the manner as provided under the Act.

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[s] 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[s] and service areas:- The basement and service areas, if any, as located within the ..... shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee[s] shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for used by the Association of Allottees for rendering maintenance services.

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

- 15.1 Subject to Para 12 above, the Allottee[s] shall, after taking possession, be solely responsible to maintain the said [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 said building [Apartment], or the staircases, lifts, common passages, corridors, circulation areas, atrium or compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the said Apartment, and keep the said Apartment,, its walls and partitions, sewers, drains, pipes 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.
- 15.2 The Allottee further undertakes, assures and grantees that he/ she would not put any sign-board/ name-plate, neon light, publicity material or advertisement material etc. on the façade of the building or anywhere on the exterior of the Project, building therein or common areas. The Allottee also not change the color scheme of outer wall or painting of the exterior side of windows or carry out any change in the exterior elevation or design. Further the Allottee shall 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 load wall of the [Apartment/ ].
- 15.3 The Allottee shall plan and distribute its electric load in conformity with the electric systems installed by the Promoter and thereafter the Association of Allottees and/or maintenance agency appointed by the association of Allottees. The Allottee shall be

responsive for any loss or damages arising out of breach of any of the aforesaid conditions.

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

The Parties are entering into this Agreement for the allotment of a [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 anywhere in the Project after the building plan, layout plans sanction plan and specifications, amenities and facilities has been approved by the competent authorities and disclosed, except for as provided in the Act or any revised plan is accorded to them.

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 said [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 for charge shall not affect the right and interest of the Allottee[s] who has taken or agreed to take such [Apartment].

19. **APARTMENT OWNERSHIP ACT]:**

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

20. **BINDING EFFECT:**

Forwarding this Agreement to the Allottee[s] by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee[s] until, firstly, the Allottee[s] signs and delivers this Agreement with all the Schedules along with the payments due as stipulated in this payment plan within thirty days from the date of receipt by the Allottee[s] and secondly, appears for registration of the same before the concerned Sub-Registrar/ Deputy-Registrar/ Additional 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[s] 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[s] for rectifying the default, which if not rectified within 30 [thirty] days from the date of its receipt by the Allottee[s], application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee[s] in connection therewith including the booking amount shall be returned to the Allottee[s] 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 agreements, 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 ALLOTTEE/ SUBSEQUENT ALLOTTEES:**

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

24.1 The Promoter may, at its sole option and discretion, without prejudice to its rights as said out in this Agreement wave the breach by the Allottee in not making payments as per the payment plan [Annexure "E"] including waving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottees.

24.2 Failure on 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. **SEVERABILITY:**

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to the Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and 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[s] has to make any payment, in common with other Allottee[s] in the 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.

27. **FURTHER ASSURANCES:**

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

**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, in ----- -- ----- after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the ..... Hence this Agreement shall be deemed to have been executed at - -----.

**29. NOTICES:**

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

M/s.....[Promoter's name ]	Allottee[s] name
Address.....	Address.....

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

**30. JOINT ALLOTTEE:**

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

**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, plot or building, as the case may be, shall not be

construed to limit the rights and interests of the Allottee under the agreement for sale or under the Act 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 dispute arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussions, failing which the same shall be settled under Arbitration and Conciliation Act 1996.

**IN WITNESS WHEREOF** parties hereinabove named have set their respective hands and signed this Agreement for Sale at [city/town name] in the presence of attesting witness, the day first above written.

*Please affix photographs and sign across the photograph*

..... [city/town signing as such on

**SIGNED AND DELIVERED BY THE WITHIN**

**NAMED:**

Allottee: [including joint buyers]

(1)Signature \_\_\_\_\_

*Please affix photographs and sign across the photograph*

Name \_\_\_\_\_

Address \_\_\_\_\_

(1)Signature \_\_\_\_\_

*Please affix photographs and sign across the photograph*

Name \_\_\_\_\_

Address \_\_\_\_\_

**SIGNED AND DELIVERED BY THE WITHIN NAMED:**

Owner:

(1) Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

*Please affix  
photographs  
and sign  
across the  
photograph*

**SIGNED AND DELIVERED BY THE WITHIN NAMED:**

Promoter:

(2) Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

At \_\_\_\_\_ on \_\_\_\_\_ in the presence of:

WITNESSES:

1. Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

2. Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

**SCHEDULE-'A'**

**[DESCRIPTION OF LAND HEREINABOVE REFERRED TO]**

**A.** the Owners herein became absolutely seized possessed and/or sufficiently entitled to the Land described hereunder in the manner detailed as under:

**I.** Ajayendra Krishna Deb was seized and possessed of or otherwise well and sufficiently entitled to ALL THAT premises being No. 76/1C, Cornwallis Street [now known as Bidhan Sarani] containing an area of 19 cottah 9 chittacks and 8 sq. ft. be the same a little more or less particularly described in the Schedule hereunder written and delineated in the map of plan annexed hereto and thereon bordered in RED;

- II.** By a registered Indenture of Lease dated August 06, 1962, entered by and between the said Ajayendra Krishna Deb, the Lessor therein and Dutt & Co. Pvt. Ltd. and two others, the Lessee therein, said Ajayendra Krishna Deb, granted a lease for a period of 30 years ALL THAT the said premises no. 76/1C Cornwallis Street [now known as Bidhan Sarani], Kolkata – 700006, P.S. Burtola particularly described in the Schedule hereunder written and delineated in the map of plan annexed hereto and thereon bordered in RED against the money consideration paid thereby and on the terms, condition and covenants mentioned therein in the said Indenture of Lease being registered in the Office of the Registrar of Assurances, Kolkata and recorded in Book No. I, Volume No. 99, Pages 189 to 204, Being No. 4185 for the year 1962;
- III.** The said Ajoyendra Krishna Deb, the Lessor, had not executed any further Indenture of Lease in favour of the Lessees and as such the Indenture of Lease was terminated and consequently the said Ajoyendra Krishna Deb during his lifetime had instituted a Civil Suit being No. 99 of 1997 before the Hon'ble High Court, Calcutta, inter alia, seeking for the eviction of the said Lessees and for the recovery of the possession of the entire demised premises and mesne profit therefrom;
- IV.** During the pendency of the said suit said Ajoyendra Krishna Deb died on December 28, 1999 leaving behind his widow Smt. Dipti Deb and only married daughter Smt. Anuradha Tagore as his legal heiress and representatives, being governed by the Bengal School of Hindu Law, who were subsequently substituted as plaintiffs in the said suit in place and stead of said Ajoyendra Krishna Deb, the original Plaintiff by an Order dated March 21, 2000;
- V.** By a registered Deed of Conveyance dated September 25, 2006, said Smt. Dipti Deb and Smt. Anuradha Tagore, the Vendors therein and M/s Bidhan Nirman Pvt. Ltd., the Purchaser therein, the Vendors herein had sold the said premises particularly described in the Schedule hereunder written and delineated in the map of plan annexed hereto and thereon bordered in RED subject to the said pending suit being No. 99 of 1997 and with the right to be substituted in place of the said Vendors and the right to obtain possession of the suit premises thereof and also realize the mesne profits from the Defendants on obtaining the decree in the said suit being No. 99 of 1997 and on other terms mentioned in the said Deed of Conveyance;
- VI.** On the application of the Owner, i.e. M/s Bidhan Nirman Pvt. Ltd., by the order dated March 31, 2007 the Hon'ble High Court, Calcutta allowed the name of the Owner to be substituted in place of Smt. Dipti Deb and Smt. Anuradha Tagore;
- VII.** The said suit being No. 99 of 1997 came up for final hearing before the Hon'ble Justice Debangsu Basak on July 11, 2014 when His Lordship by the Judgement and Decree dated July 11, 2014 passed decree for khas possession of the building and premises being No. 76/1C, Bidhan Sarani, P.S. Burtola [formerly Cornwallis Street], Kolkata 700006 as described in the Schedule hereunder;

**VIII.** The erstwhile Lessees being judgment debtors in the decree dated July 11, 2014 preferred an appeal being APOT No 619 of 2014 before the Hon'ble Appeal Court. Pursuant to the order dated November 18, 2014 in the said appeal the judgment debtors handed over the possession of the portion of the suit premises which was in their actual possession to the Owners on November 27, 2014 and thereafter the said appeal was dismissed as withdrawn;

**IX.** The Owner is thus seized and possessed of or otherwise entitled to the said premises being No. 76/1C, Bidhan Sarani [formerly Cornwallis Street], Kolkata 700 006, P.S. Burtola being morefully and particularly described in the Schedule written hereunder;

**B.** The Developer herein intending to develop the said premises had accordingly approached the Owner herein and entered into a Memorandum of Understanding [hereinafter "MOU"] dated September 26, 2014 and agreed on the terms and condition as stipulated thereunder. On being satisfied with the representation of the Owner regarding the title of the said premises and after the MOU has been approved in the Annual General Meeting of the Company dated September 06, 2014 the Developer herein had entered into the said understanding with the Owner before entering into the Development Agreement for the development of the said premises.

**C.** In W.P. No. 5869 [w] of 2013 and in W.P. No 20098[W] of 2013 filed by the Owners herein an order was passed on July 18, 2013 directing the Collector to fix the market value of the property. In pursuance to the said order the Collector fixed the market value of the property at Rs 2,07,18,953/- and deficit stamp duty of Rs 9,07,157/- and Registration fees of Rs 1,66,514/- has been paid out of the non-refundable premium received from the Developer in terms of the Memorandum of Understanding dated September 26, 2014 and the said deed on the basis of the said market value of the property was finally registered on March 31, 2015 and the same been recorded in Book no.1 CD volume no 20 pages 654 to 695 being no. 02786 for the year 2015;

#### **DESCRIPTION OF THE PLOT OF LAND AND ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS**

**ALL THAT** piece and parcel of land admeasuring an area of about 19 cottahs 9 chittacks 8 sq. ft. be the same a little more or less situated at the premises being no. 76/1C, Bidhan Sarani, P.O.- Beadon Street, P.S.- Burtolla, Kolkata – 700 006 [Zone : Srimoni Market Crossing to Abhoy Guha Road] being under the jurisdiction of the Office of the Registrar of Assurances, Kolkata and within Ward No. 16 of the Kolkata Municipal Corporation, and the same being butted and bounded in the manner as follows::

ON THE NORTH : Raja Raj Krishna Street

ON THE SOUTH : 76/1B, Bidhan Sarani

ON THE EAST : Burtolla Police Station

ON THE WEST : Bidhan Sarani

**SCHEDULE-"B"**

**[DETAIL OF THE APARTMENT]**

.....

**SCHEDULE-'C'**

**[FLOOR PLAN OF THE APARTMENT]**

.....

**SCHEDULE-'D'**

**[DETAIL FLOOR PLAN OF THE APARTMENT WITH INCLUSIONS AND EXCLUSIONS]**

.....

**SCHEDULE- 'E'**

**[PAYMENT PLAN]**

**PART-I**

**TOTAL AGREED CONSIDERATION Rs...../- [Rupees .....] only** and Goods & Service Tax as applicable extra on total value at current rates and/or as applicable at the time of payment.

Goods & Service Tax Registration Number .....

**Any other Rates & Taxes as per State Government/Central Government shall be payable wherever applicable.**

**TOTAL CONSIDERATION : Rs...../- [Rupees .....] only. The purchasers have agreed to and shall pay GST at the applicable rates in addition to the consideration amount as per following manner:**

**Payment Schedule:**

<b>Particulars</b>	<b>%</b>	<b>Amount in Rs.</b>
<b>1. On Booking</b>		

<b>2. At the time of Agreement</b>	10	
<b>3. At the time of sheet pile</b>	10	
<b>4. At the time of 1<sup>st</sup> basement floor casting</b>	10	
<b>5. At the time of 1<sup>st</sup> basement roof casting</b>	10	
<b>6. At the time of 2<sup>nd</sup> basement roof casting</b>	7	
<b>7. At the time of 1<sup>st</sup> floor roof casting</b>	5	
<b>8. At the time of 2<sup>nd</sup> floor roof casting</b>	5	
<b>9. At the time of 3<sup>rd</sup> floor roof casting</b>	5	
<b>10. At the time of 4<sup>th</sup> floor roof casting</b>	5	
<b>11. At the time of 5<sup>th</sup> floor roof casting</b>	5	
<b>12. At the time of Brick work of the said floors/unit</b>	8	
<b>13. At the time of Flooring work of the said floors/unit</b>	7	
<b>14. At the time of Finishing work of the said floors/unit</b>	8	
<b>15. On Regd. or Possession which is earlier</b>	5	

**Note: GST at Applicable rate will payable with every payment of Installment.**

#### **PART – II**

All payments under Installment Payment Plan [**IPP**] shall be made within a maximum period of 10 [Ten] days of issue of demand letter otherwise interest will be applicable as per Rules 18 of West Bengal HIRA Rule, 2018 shall be charged. In case payment is not made for consecutive three months from the demand date then the booking shall be cancelled and the Company shall deduct Booking amount and the interest liabilities plus applicable Goods & Service Tax on the amount so received till such time and refund the balance payment without any interest thereon. The refund amount shall not include the GST amount paid along with consideration.

All payments received after due date will be first applied towards applicable interest [as per Rule 18 of WBHIRA Rule 2018] and other sums, if any due and thereafter towards the installments. No payment will be received after due date without the payment of the applicable interest, if any.

#### **PART – III**

The "**Promoter**" shall endeavor to construct the said Apartment and make the same ready for delivering the possession thereof not later than 48 [Forty eight] months from the date of booking and a grace period of further 6 months subject to force majeure as mention in Application of Booking Form and/or reasons beyond the control of the "**Promoter**" in which circumstances Clause No. 7.6 shall be applicable. Further Clause No. 7.1 to 7.5 shall also be applicable with regards to the possession of the Said Apartment.

#### **PART – IV**

##### **Section A: Additional Payments payable wholly by the Allottee**

(a) All Statutory Rates and Taxes including Goods & Service Tax, betterment and/or development charges and any other tax, duty, levy or charge that may be applicable, imposed



or charged etc by the State/Central Government, if any, in connection with construction or transfer of the said Apartment in favour of the Allottee.

(b) Stamp duty, registration fee and all other taxes, levy, miscellaneous and other allied expenses relating to this Agreement for Sale, the Deed of Conveyance and all other papers and documents that may be executed and/or registered relating to the Said Apartment as also the additional stamp duty, additional registration fee, penalty, interest or any other levy, if any, that may be imposed or payable in this regard at any time. Legal Charges @ Rs10,000/- [Rupees TenThousand] only prior to Registration of Agreement for Sale and .....% on market value be paid and prior to Registration of Deed of Conveyance of Rs...../- [Rupees .....] only whichever is higher. The apartment shall be sold on the basis of carpet area by the Developer but prevailing requirements of the registration offices may require the stamp duty to be calculated on the basis of super built area and the purchaser shall be required to pay the stamp duty as may assessed irrespective of the super built area. The Advocate appointed by **Owner/Developer** shall take steps to have the Agreement of Sale and Deed of Conveyance registered before the Registering Authorities upon request for the same being made by the Promoter.

(c) Charges levied by the **Promoter** for any additional or extra work done or any additional amenity or facility provided, or any changes, additions, alterations or variation made in the Said Apartment including the costs, charges and expenses for revision of the Plans to the extent it relates to such changes, additions, alterations or variation.

(d) Betterment and/or development charges or other levies that may be charged regarding the Premises or the Buildings or the construction in terms hereof.

(e) Making any changes, additions, alterations, or variation in the Buildings and/or providing any additional or special provision, facility, fitting or amenity in the Buildings and/or the Premises, including the costs, charges and expenses for revision of the Plans to the extent it relates to such changes, additions, alterations or variation.

**Section B: Additional Payments payable proportionately by the Allottee to the Promoter are all additional/inclusive of the chargeable area.**

**Proportionate share of costs charges and expenses as detailed as under are all proportionately additional/inclusive of the chargeable area :**

(a) Obtaining and providing electricity supply and including those on account of or relating to transformer and electrical sub-station other equipment and installations, cabling, wiring, are all inclusive of the Chargeable area.

(b) Installation of generator for the Common Portions and for providing minimum reasonable power to the said Apartment are all inclusive of the chargeable area.

(c) Installation of security system for the common portions are all inclusive of the chargeable area.

(d) Legal fee payable to Promoter is not inclusive in the agreed consideration.

**PART – V**

Additional consideration payable to the "Promoter" in case there be any increase in Carpet Area of the said Apartment upon construction being made and the measurement being certified by the "Promoter". Such additional consideration shall be calculated at the same rate at which the Agreed Consideration has been computed. On the other hand, in case there be any decrease in Carpet Area of the said Apartment after construction being made and the measurement being certified by the "Promoter". Such cost shall be calculated at the same rate at which the Agreed Consideration has been computed and refunded to the Allottee.

**PART – VI**  
**"DEPOSITS"**

**(a) Corpus Maintenance Deposit : Rs...../- per Flat**

**(b)** Deposit for any other item in respect of which payment is to be made by the Allottee under Part-I of this Schedule.

The amounts of the aforesaid Deposits [b] [c] and [d] shall be quantified by the "Promoter" at the appropriate time. The Allottee agrees and undertakes to pay all the aforesaid Deposits within seven days of demand or before the Date of Possession, whichever is earlier, without raising any objection whatsoever regarding the same.

**SCHEDULE- 'F'**  
**[SEPECIFICATIONS, AMENITIES, FACILITIES WHICH ARE PART OF THE APARTMENT/ PLOT]**

1. Foundation: As per plan

**Wall/Brick Works**

2. Outer Wall: 8 inches.

3. Inner/ Portion Wall: 5 inches to be plastered both side as usually done.

To be furnished with plaster of putty.

**Floor**

All inside floors shall be 2' x 2' Floor Tiles, Skirting would be- 5 inches high from floor level.

**Main Doors** - Frame – Made by Sal Wood

- Pallah Teak wood panel Door.

**Bedroom Doors**

Frame – Made by Sal wood

Pallah – Phenol bounded waterproof flush doors.

**Bathroom Doors**

Frame – Made by Sal wood

Pallah – P.V.C of equivalent and of suitable colour of Developer's Choice

**Main Door Fittings**

Brass Tower bolt - 1No.

Mortice Lock of make – 1No/Decorative Lock of reputed make.

Decorative brass handle- 1 set; Door Stopper- 1 No., Eye Hole at Main Door.

Aluminum Tower Bolt- (inside)

Aluminum Hass Bolt- (outside)

### **Windows**

Window will be made by Aluminum Channel with white glass with Grill.

### **Electrical Fittings**

Bedrooms – Two Light Point, one fan point, one plug point (5 AMP)

Drawing Room – Two lights point, one fan point, one plug point (5 AMP)

T.V.- One point

Dining Room - Two lights point, one fan point, one fridge point (15 AMP)

Bathroom (General) - One light point, one plug point (5/15 AMP), One Exhaust Fan Point.

Bathroom (Attached) - One light point and One Exhaust Fan Point.

Kitchen - One light point, one plug point (5/15 AMP), One Exhaust Fan Point.

Balcony- One light Point

Entrance of flat \_ one Call Bell Point of the flat, one light point (both way switch).

### **Common areas (electrical)**

Staircase/ floor – Five light point (from entrance to roof)

Stair entrance – One light point

Roof – Three light points

Gate – One light point

Side & back spaces – Three light points.

### **Sanitary fittings**

Basin – White Colour – 1 No.

Commode – White Colour – 2 No.

Tap & other fittings – Plumber make chrome plated / hardware make.

### **Common Bathroom**

Glazed tiles printed on white glazed tiles up to 6 ft. height.

Overhead Shower – One (Chrome Plated)

Bib Cock – One

P.V.C. Cistern – One (white colour hardware make)

Hot and cold-water system separately.

### **Attached Bathroom**

Glazed tiles printed on white glazed tiles up to 6 ft. height.

Overhead Shower – One (Chrome Plated)

Bib Cock – Two

P.V.C. Cistern – One

### **Kitchen**

Cooking Platform – Black Granite Stone of 5 ft. long.

Sink – Steel.

Sink Cock – One.

Bin Cock – One (under platform)

Glazed tiles – Printed on white glazed tiles up to 3 ft. height.

### **Common Area**

Side Space – Finished with net cement.

Parapet Wall – 3 ft. 6 inches from roof top of suitable design.

Main Gate (premise) – Ornamented steel gate.

Painting/ Colouring – Building, Boundary wall, Over head tank, Stair roof and wall – weather coat.

Main gate of the premises and outside grill of flats painted with – Synthetic enamel.

Water Tank – Overhead / underground – partly R.C.C. & partly brick work.

Water / pipeline – PVC pipe.

Pump/motor – BE/Compton (2 HP) or equivalent.

### **SCHEDULE- 'G'**

## **SEPECIFICATIONS, AMENITIES, FACILITIES [WHICH ARE PART OF THE PROJECT]**

### **PART - I**

#### **A. COMMON PARTS and PORTIONS in the BUILDING.**

1. 2 Lifts
2. KMC water 24 hours.
3. 24 hours security
4. 24 hours power backup for 1 lift and common areas.
5. Car parking (extra).
6. CCTV Camera
7. Firefighting equipment.

### **PART - II**

#### **B. AMENITIES in the COMPLEX.**

1. Drinking water facility : KMC Supply.

**SECTION - B [Common installations in respect whereof only right of user in common shall be granted as Service Area].** The Allottee shall use the common installations in common with the other unit Owners of **STARWOOD** without claiming any exclusive right thereon.

- a) Electrical installations including meters, transformer and/or sub-station that may be installed for receiving electricity from the body supplying electricity.
- b) Common Power Generator for providing stand-by power for common lights, 1 lift, pumps and other common services.
- c) Other facilities or installations, if any provided for the common use of the Apartment Owners of the Premises and not covered by Section A hereinabove.
- d) Common water reservoirs, water tanks, water pipes [save those inside any Apartment] and water from available sources [if any, allowed by the Corporation/Local Authority] appurtenant to the Buildings.
- e) Pumps and motors.