

## **AGREEMENT FOR SALE**

**THIS AGREEMENT FOR SALE** is made at Kolkata on this the.....(Date) day of .....( Month) **TWO THOUSAND AND.....**

### **BY and BETWEEN**

(1) **KHETAWAT PROPERTIES LIMITED (PAN: AAACL5633M and CIN No. U70101WB1981PLC034265)**, a company within the meaning of the Companies Act, (1956 or 2013 as the case may be), having its registered office situated at 19A, Sarat Bose Road, P.S. Bhowanipore, P.O. L.R. Sarani, Kolkata 700 020, and represented by its Director **SHRI MANUJ KHETAWAT (PAN: ARLPK3532H and ADHAAR No. 4034 7591 9070)** having been duly authorized in pursuance of a Resolution of the Board of Directors dated 01.04.2017 (2) **SURENDRA KUMAR KHETAWAT (PAN: AFCPK5719H and ADHAAR No. 3257 1402 4535]** son of Late Prahladrai Khetawat and (3) **HARSHIT KHETAWAT (PAN: AUBPK2669L and ADHAAR No. 3179 5811 7800)** son of the said Surendra Kumar Khetawat both residing at No. 19A, Sarat Bose Road, P.S. Bhowanipore P.O. Bhowanipore, Kolkata 700 020 hereinafter collectively referred to as the **OWNERS** (which term or expression in the case of the Company shall mean and include its successor and/or successors in office/interest and assigns and in the case of the individuals their respective heirs, legal representatives, executors, administrators and assigns) of the **FIRST PART**.

AND

**JALAN BUILDERS PRIVATE LIMITED (PAN AABCJ7754Q and CIN No.- U70101WB2006PTC111137)**, also a company within the meaning of the Companies Act 1956 as extended by the Companies Act 2013 having its registered office situated at No. 236B A.J.C. Bose Road, 'Marble Arch', 2<sup>nd</sup> floor, P.O. L.R. Sarani P.S. Bhowanipore, Kolkata-700020 and represented by its Director **SHRI PRATIHK JALAN (PAN: AGYPJ5046R and ADHAAR No. 2770 0806 1311)** having been duly authorized in pursuance of a Resolution of the Board of Directors dated 09.03.2017 hereinafter referred to as the **DEVELOPER/VENDOR** (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor and/or successors in office/interest and assigns) of the **SECOND PART.**

AND

**(If the Allottee is a Company)**

.....(**CIN No.**..... ) a company incorporated under the provisions of the companies Act, [1956 or the companies Act. 2013 as the case may be] having its registered office at..... (**PAN:** .....) represented by its Authorized Signatory....., (**ADHAAR No.**.....) duly authorized vide board Resolution dated..... hereinafter referred to as the '**Allottee**' (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor- in-interest and/permitted assigns).

OR

**(If the Allottee is a Patnership)**

..... A partnership firm registered under the Indian partnership Act, 1932 having its principal place of business at.....(**PAN**.....) represented by its Authorized partner..... (**ADHAAR No.**.....) duly authorized vide hereinafter referred to as the '**Allottee**' (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/her/their assigns).

**OR**

**(If the Allottee is an Individual)**

**Mr./Ms.** ----- ( **ADHAAR No.....**), son/daughter of Mr. -----, aged about -----, by Occupation - -----, by Nationality - Indian, by Faith - ----- residing at -----, **PAN** : -----, hereinafter, called and referred to as the '**PURCHASER/ALLOTTEE**' (which term and expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assign).

**OR**

**(If the Allottee is a HUF)**

**Mr.** ----- (**ADHAAR No.....**), son of Mr. -----, aged about for self and as the Karta of the Hindu joint Mitakshara Family known as HUF, having its place of business/residence at ----- holding **PAN** : -----, hereinafter, called and referred to as the '**PURCHASER/ALLOTTEE**' (which term and expression shall unless repugnant to the context or meaning thereof be deemed to mean the members or member for the time being of the said HUF, and their respective heirs, executors, administrators, and permitted assign).

The Owner, Promoter/Developer and the Purchaser(s)/Allottee, wherever the context so permits are 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 Regulations made under the West Bengal Housing Industry Regulation Act , 2017;
- d) **"Section"** means a section of the Act.

**WHEREAS:**

**A. KHETAWAT PROPERTIES LIMITED, 2) SURENDRA KUMAR KHETAWAT AND 3) HARSHIT KHETAWAT ("Owners")** is the absolute and lawful owners of Municipal premises no. 2 O.C. Ganguly Sarani, Assessee No. 110702300034, P.O.- L.R. Sarani, P.S.- Bhawanipore, Kolkata-700020 under the limit of Kolkata Municipal Corporation ward no. 070, Borough-VIII, 1398.365 totally admeasuring squre meter situated at 2 O.C. Ganguly Sarani (Previously known as Lee Road), Kolkata-700020 vide sale deed no. 01568 dated 27.02.2011 registered at ADSR, Alipore, Dist South 24 Parganas.

The owners and the Developer/ Promoter have entered into a development agreement vide document no. 00980 dated 06.04.2017 registered at DSR-I, Alipore, South 24 Parganas.

**B.** The said land is earmarked for the purpose of building a commercial/ any other purpose project comprising plots and the said shall be known as **"ALTITUDE"**

**AND WHEREAS:**

- i. One Arun Krishna Roy during his lifetime was absolutely seized and possessed of and/or otherwise well and sufficiently entitled to ALL THAT the piece and parcel of land measuring about 1 Bigha 10 cottahs (equivalent to 1976.16 Sq. Mtrs) (more or less) together with the various buildings and structures standing thereon (hereinafter referred to as the TOTAL PROPERTY).
- ii. The said Arun Krishna Roy divided the said Total Property into two parts namely the Southern Portion containing by estimation an area of 574.78 Sq.Mtrs equivalent to 9 cottahs 1 chittack and 22 sq.ft. (more or less) together with the structures standing thereon (hereinafter referred to as the SOUTHERN PORTION) and the Northern Portion containing by estimation an area of 20 cottahs 14 chittacks and 23 sq.ft. together with the various



- buildings and structures standing thereon (more fully and particularly mentioned and described in the FIRST SCHEDULE hereunder written and hereinafter referred to as the said PROPERTY).
- iii. The Southern Portion of the said Total Property has now been numbered as Premises No.2A Lee Road, Kolkata 700 020 and the Northern Portion being the said Premises continues to remain numbered as Municipal Premises No. 2 Lee Road, Kolkata 700 020.
  - iv. The said Southern Portion forming part of the said Total Property had been transferred by the said Arun Kirhsna Roy by virtue of two separate registered Deeds of Leases both dated 19th April 1979 unto and in favour of Lee Properties and Shanta Properties (hereinafter collectively referred to as the SOUTHERN PORTION LESSEES).
  - v. By an Indenture of Settlement/Trust dated 9th December 1980 registered at the office of the District Sub Registrar, Alipore in Book No. I Volume No.110 Pages 284 to 296 Being No. 5668 for the year 1980 the said Arun Krishna Roy transferred the said Total Property unto and in favour of the Trustees of Arun Krishna Roy Trust (hereinafter referred to as the TRUST) to be held by the Trustees for the purposes and objects mentioned in the said Trust Deed.
  - vi. The then Trustees of the said Trust by a Registered Deed of Lease dated 29th July 1981 and registered at the office of the District Sub Registrar, Alipore in Book No. I Volume No.303 Pages 84 to 96 Being No. 9109 for the year 1981 granted a Lease in respect of the said total Property unto and in favour of Tribeni Tissues Limited for a period of 100 years subject however to the rights of the said Southern Portion Lessees at the rent and subject to the terms and conditions contained and recorded in the said Deed of Lease (hereinafter referred to as the said LEASE DEED).
  - vii. In pursuance of a Scheme duly sanctioned by the Hon'ble High Court, Calcutta being Company Petition No.175 of 1991 connected with Company Application No. 30 of 1991 the said Tribeni Tissues Limited stood merged with ITC Limited and consequently amongst others the benefit of the said Lease Deed stood vested in favour of ITC Limited by order of the High Court dated 20.03.1992.
  - viii. By a Deed of Conveyance dated 27th February 2011 and made between Arun Krishna Roy Trust Estate represented by its beneficiaries and Trustees therein referred to as the Vendors of the One Part and the Vendors herein therein collectively referred to as the Purchasers of the Other Part and registered at the office of the Additional District Sub Registrar, Alipore in

Book No. 1 CD Volume No.7 Pages 1920 to 1954 being No. 01568 for the year 2011 the Trustees and/or beneficiaries of the said Trust for the consideration therein mentioned sold transferred and conveyed the said Northern Portion and/or Property unto and in favour of the Vendors herein SUBJECT HOWEVER to leasehold interest held by ITC.

- ix. After having acquired the said Property being the said Northern Portion, the Owners caused their names to be mutated in the records of Kolkata Municipal Corporation and the said Northern Portion has been separated from the said Total Property and has since been numbered as Municipal Premises No. 2, O.C. Ganguly Sarani (Previously known as Lee Road), P.O. L.R.Sarani, P.S. Bhawanipore, Kolkata-700020, KMC Assessee No. 110702300034, (more fully and particularly mentioned and described in the FIRST SCHEDULE hereunder written and hereinafter referred to as the said PREMISES)
- x. By an Agreement dated 6th April 2017 entered into between the Owners and the Developer and registered at the office of D.S.R.-I, Alipore in Book No. I Being Deed No.00980 for the year 2017 the Owners and the Developer agreed to undertake the development of the said Premises for the consideration and subject to the terms and conditions contained and recorded in the said Agreement (hereinafter referred to as the DEVELOPMENT AGREEMENT).
- xi. By and under the said Development Agreement it has been agreed between the parties hereto that the total constructed area forming part of the development shall be apportioned between the Owners and the Developer in a manner whereby the Owners shall be entitled to 30% of the total constructed area and that the Developer/Vendor shall be entitled to retain for itself the remaining 70% of the total constructed area forming part of the said Development Agreement.
- xii. In pursuance of the said Development Agreement and in furtherance thereof the Developer caused a map or plan to be sanctioned by Kolkata Municipal Corporation being Building Permit No.2018080167 dated 28.01.2019 (hereinafter referred to as the said PLAN and the expression 'plan' shall include all modifications and/or alterations made thereto from time to time) whereby the Developer became entitled to construct erect and complete a new building comprising of Basement, Ground plus 11 (eleven) Upper floors (hereinafter referred to as the NEW BUILDING) and the ground floor of the said new building has been reserved for showroom purposes (hereinafter



referred to as the SHOWROOM AREA) and the First to Eleventh floors have been sanctioned for construction of office spaces (hereinafter referred to as the OFFICE AREA).

- xiii. The said Development Agreement was subsequently modified by a Declaration dated 28<sup>th</sup> February, 2019 (hereinafter referred to as the MODIFICATION DEED) registered at the office of A.D.S.R Alipore in Book No. I Being Deed No.160501371 for the year 2019 entered into between the Vendors and the Developer whereby Clause XVII of the said Development Agreement was substituted and/or modified and the relevant portion of the said substituted clause inter alia provides as follows:

xiv. **ARTICLE XVII**

**17.1** In consideration of the mutual covenants herein contained and in further consideration of the Owners having agreed to grant the exclusive right of development in respect of the said Premises unto and in favour of the Developer herein it has been agreed that the total constructed area forming part of the new building shall be divided into two parts whereby the Owners shall jointly be entitled to 30% (thirty percent) of the total constructed area to comprise of various showrooms units constructed spaces and car parking spaces forming part of the development together with the undivided proportionate share in all common parts and portions and together with the undivided proportionate share in the land comprised in the said property attributable and/or allocable thereto (hereinafter referred to as the OWNERS' ALLOCATION) and the said Owners allocation shall be apportioned amongst the Owners inter se in proportion to their respective right title interest into or upon the said premises.

**17.2** It has been agreed that the Developer shall be entitled to retain for itself the remaining 70% (seventy percent) of the total constructed area to comprise of various showrooms units constructed spaces and car parking spaces forming part of the development together with the undivided proportionate share in all common parts and portions and together with the undivided proportionate share in the land comprised in the said property attributable and/or allocable thereto (hereinafter referred to as the DEVELOPER'S ALLOCATION)

**17.3** Immediately after the plan is sanctioned the parties hereto shall identify their respective allocations and such identification shall be done in an equitable manner and be recorded in writing.

**17.4** Each of the parties shall be entitled to enter into agreement for sale of their respective allocations independently of each other for which no further consent of the other party shall be necessary and/or required it being however expressly agreed and understood that the Owners shall willingly without any act, deed or thing join as parties in any agreement of sale and/or deed of conveyance in respect of the constructed area forming part of the Developer's Allocation and vice versa for the purpose of perfecting the title of the intending purchasers.

**17.5** Each of the parties hereby covenant and assure the other that in the event of any party being required to be a confirming party in any agreement and/or deed of conveyance it shall willingly execute such document as a confirming party.

xv. In pursuance of the said Modification Deed the Vendors are thus jointly entitled to **FIRSTLY ALL THAT** the undivided 30% share or interest into or upon the said SHOWROOM AREA AND **SECONDLY ALL THAT** the undivided 30% share or interest in the constructed area forming part of the said new building and comprised in 7<sup>th</sup>, 8<sup>th</sup>, & 9<sup>th</sup> floors **TOGETHER WITH** 12 covered/open/mechanical/basement car parking spaces AND **TOGETHER WITH** the undivided proportionate share in all common parts and portions (more fully and particularly mentioned and described in the **THIRD SCHEDULE** hereunder written) AND **TOGETHER WITH THE** undivided proportionate share in the land comprised in the said premises attributable and/or allocable thereto (hereinafter referred to as the **OWNER'S ALLOCATION**).

xvi. It has been agreed between the Owners and the Developer that the said Showroom Area on the ground floor shall be jointly sold and transferred by the Owners and the Developer and the net sale proceeds will be apportioned between the Owners and the Developer in a manner whereby the Owners shall jointly be entitled to 30% of such net sales proceeds and that the remaining 70% of such net sale proceeds shall belong to the Developer.



- xvii. The Owners and the Developer have since identified their respective allocations and each of the Owners and the Developer are legally competent to sell and transfer the various units.
- C.** The Developer/Vendor is fully competent to enter into this agreement and all the legal formalities with respect to the right, title and interest of the Vendor/ developer regarding the said land on which project is to be constructed have been completed.
- D.** The Kolkata Municipal Corporation (concerned competent authority) has granted the Commencement Certificate to develop the project vide approval dated 10.02.2019. ( Commencement No. 2018080/33 dated 01.02.2019)
- E.** The Developer/ Vendor has obtained the final Lay out Plan, Sanctioned Plan, Specification and approval for the project and also for the unit/ Apartment, as the case may be from Kolkata Municipal Corporation. The Vendor/ Developer agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other Laws as applicable.
- F.** The Vendor/Developer has registered the project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at Kolkata on..... Under Registration No. ....
- G.** The Purchaser had applied to the Developer/Vendor for allotment of Unit Space in the Project vide application No..... dated ..... and has been allotted unit no. ....having area ..... of square feet and space for open/ covered parking measuring .....square feet in the ....., as permissible under the applicable law and of pro rate share in the common areas ("**Common Areas**") as defined under clause (m) section 2 of the act (Hereinafter referred to as the "**unit**" more particularly described in **Schedule -A**)
- H.** The Parties have gone through all the terms & conditions set out in this Agreement and understood the mutual rights and obligations detailed herein.

**I. NOW THIS AGREEMENT WITNESSETH AND IT IS AGREED AND DECLARED BY AND BETWEEN THE PARTIES hereto as follows:**

**1. DEFINITIONS**

In this Agreement unless the context otherwise provides the following expressions shall have the meanings assigned to them as under:

- 1.1 **AGREEMENT** shall mean this agreement together with the schedules and annexures hereto and any other deed and/or document executed in pursuance hereof
- 1.2 **APPROVALS** shall mean and include all licenses, permits, approvals, sanctions, consents obtained or to be obtained and/or granted by the competent authorities in connection with the said Housing Project
- 1.3 **ACT** means the West Bengal Housing Industry Regulation Act 2017 (West Ben. Act XLI of 2017)
- 1.4 **ASSOCIATION** shall mean the Association of Flat owners which may be formed by the Seller in accordance with the provisions of the West Bengal Apartment Ownership Act 1972 of such association of owners as may be formed by the Developer in consultation with the Vendors for taking control of the common parts and portions and for rendition of common services
- 1.5 **ADVOCATES** shall mean Mr. R. L. Gaggar of No. 6 Old Post Office Street, 3<sup>rd</sup> floor, Kolkata 700 001 appointed by the Vendor, inter alia, for preparation of this agreement and the sale deed for transfer of the said unit.
- 1.6 **ARCHITECT** shall mean 'The Design Cell', Architect Mr. V. Chadha of 2A, Cooper Street, Kolkata-700026, any other firm or architects appointed by the Developer.
- 1.7 **BALCONY** shall mean such extended part or portion of any particular unit which shall form an integral part of a particular unit.
- 1.8 **BOOKING AMOUNT** shall mean the application money paid to the Vendor for booking of the said unit.
- 1.9 **CARPET AREA** means the net usable floor area of a unit excluding the area covered by the external walls, areas under service shafts, exclusive balcony or verandah and exclusive open



- terrace area but includes the area covered by the internal partition walls of the apartment/unit.
- 1.10 **CAM CHARGES** shall mean the proportionate share of common area maintenance charges to be paid by the Purchasers inter alia for the maintenance of the Unit/Building/Property, costs of insurances and supervisory expenses but shall not include property taxes payable in respect of the various units but will include property taxes payable for the common parts and portions
- 1.11 **COMMON PARTS PORTIONS AREAS AND AMENITIES** shall mean the common areas and amenities as are available to and/or in respect of the Unit/Building/Project as the case may be (more fully and particularly mentioned and described in the Third Schedule hereunder written)
- 1.12 **CAR PARKING SPACE/S** shall mean covered/mechanical car parking spaces in the basement of the said new building/s and also include the open/mechanical car parking spaces in the open compound at the ground floor of the said premises as expressed or intended by the Developer in its absolute discretion for parking of motor cars.
- 1.13 **COMMON EXPENSES** shall mean the proportionate share of common expenses to be paid borne and contributed by the intending Purchaser for rendition of common services briefly described and without limitation is in the SIXTH SCHEDULE hereunder written.
- 1.14 **COMMON FACILITIES** shall mean the facilities which shall remain common for all the owners and/or occupiers of the said new building for beneficial use and enjoyment of their respective Units.
- 1.15 **COMPLEX** shall mean the new building(s) to be constructed at the said Premises and to be commonly known as "ALTITUDE" or such other name as the Developer in its absolute discretion may deem fit and proper.
- 1.16 **COMMON SERVICE/MAINTENANCE** shall mean those services which are to be rendered by the Developer and upon formation by the Committee/Association and/or by FMC after appointment of the FMC as the case may be subject to the Purchaser making payment of proportionate share of such maintenance charges.

- 1.17 **COMMON ROOF** shall mean a part or portion of the ultimate roof as may be determined by the Developer which shall form part of the common parts and portions and shall remain available for common use and enjoyment of all owners and/or occupiers of the new building/s situated at the said premises and shall also include demarcated portion of the roof of the podium as well.
- 1.18 **COMMENCEMENT DATE** shall mean the date of execution of this Agreement.
- 1.19 **DATE OF COMMENCEMENT OF LIABILITY** shall mean the date of the completion of the project and/or from the date of the notice of possession to the Purchaser of the said Unit after fulfilling his/her/their liabilities and obligations or the date of expiry of the period specified in the notice in writing by the Vendor to the Purchaser to take possession of the said Unit irrespective of whether the Purchaser takes actual physical possession of the said unit or not, whichever be earlier.
- 1.20 **DATE OF OFFER OF POSSESSION (for fit outs)** shall mean the date on which the Vendor shall endeavor to make available to the Purchasers the Unit for fit outs subject to the receipt of the total consideration and all other advances and deposits payable under this agreement. This shall be the date of which the notice for readiness of the Unit for fit outs is issued by the Vendor plus fifteen days.
- 1.21 **DATE OF OFFER OF POSSESSION** shall mean the date on which the occupation certificate is issued (or deemed to be issued as per the relevant provisions of legislation)
- 1.22 **EXTRA PAYMENTS** shall mean the amount required to be paid by the Purchaser to the Vendor/Developer apart from the total consideration amount as hereinafter appearing
- 1.23 **FEDERATION/ASSOCIATION/HOLDING ORGANISATION** shall mean a federation of the society/condominium/company to be formed to manage and control the property, the common areas and amenities comprised in the said housing complex
- 1.24 **UNITS** shall mean independent and self-contained units office spaces and/or other constructed spaces built and constructed or intended to be built and constructed by the Developer at the said



- Premises capable of being exclusively held or occupied by a person and/or persons at the said Premises.
- 1.25 **HOUSE RULES/USER** shall mean the rules and regulations regarding the use/holding of the said Unit as hereinafter stated.
- 1.26 **OFFICE COMPLEX** shall mean the new building to be constructed at the said Premises.
- 1.27 **LICENCES** shall mean and include all licences consents approvals and/or sanctions which have to be obtained and granted by the concerned authorities for undertaking the said housing project.
- 1.28 **NEW BUILDING/S** shall mean the New Building and/or buildings to be constructed by the Developer at the said Property in accordance with the said Plan and to comprise of various self-contained Units office spaces constructed spaces and car parking spaces capable of being held and/or enjoyed independently of each other on ownership basis.
- 1.29 **OCCUPANCY CERTIFICATE** shall mean the Occupation certificate to be granted by Kolkata Municipal Corporation to be granted by Kolkata Municipal Corporation certifying completion of the new building and permitting the Unit owner to take possession of the Unit intended to be acquired by the Purchaser.
- 1.30 **PLAN** shall mean the Building Plan sanctioned by the authorities concerned bearing being No. 2018080167 dated 28.01.2019 and shall include all modifications or variations as may be made by the Developer from time to time with prior sanction from the authorities concerned if required.
- 1.31 **PREMISES** shall mean ALL THAT the said PROPERTY (more fully and particularly mentioned and described in the FIRST SCHEDULE hereunder written).
- 1.32 **PURCHASER** shall be deemed to mean and include :-
- a) In case the Purchaser be an individual or a group of persons, then his/her/their respective heirs legal representatives, executors, administrators and assigns.
  - b) In case the Purchaser be a Hindu Undivided family, then its Karta, coparceners or other members for the time being of the said HUF and their respective heirs legal representatives executors and administrators.

- c) In case the Purchaser be a partnership firm, then the partners for the time being, of the said Partnership Business or such other person and/or persons who may be taken in and/or admitted as partner and/or partners of the said Partnership Firm or such other person and/or persons who may carry on the business of the partnership Firm and their respective heirs, legal representatives, executors, administrators and assigns.
- d) In case the Purchaser be a company, then its successors or successors-in-interest.
- e) In case the Purchaser be Trust, shall include the Trustee and/or Trustees for the time being of the said Trust and their respective heirs, legal representative executors administrators and assign.
- 1.33 **PROPORTIONATE OR PROPORTIONATELY** shall mean the built up area of any Unit to bear to the built up area of all the Units in the said building provided that where it refers to the share of the Purchasers or any co-owner in the rates and/or taxes amongst the common expenses then such share of the whole shall be determined on the basis on which such rates and/or taxes are being respectively levied (i.e. in case the basis of any levy be on area rental income consideration or user then the same shall be determined on the basis of the area rental income consideration or user of the said Unit).
- 1.34 **POSSESSION** shall mean the date on which possession is made over by the Vendor to the Purchaser after occupancy certificate is obtained.
- 1.35 **READY TO MOVE IN** For the purpose of this para 'ready to move in possession' shall mean that the unit shall be in habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities as agreed between the parties, and for which occupation certificate and completion certificate, as the case may be has been issued by the competent authority;
- 1.36 **RULES** means the West Bengal Housing Industry Regulations Rules, 2018 made under the West Bengal Housing Industry Regulation Act 2017.



- 1.37 **REGULATIONS** means the regulations made under the West Bengal Industry Regulation Act 2017.
- 1.38 **SAID UNIT AND THE PROPERTIES APPURTENANT THERETO** shall mean ALL THAT the Unit No. \_\_\_\_ on the \_\_\_\_\_ floor of the said new building forming part of the Vendor/Developer Area as defined in the said Development Agreement (more fully and particularly mentioned and described in PART I of the SECOND SCHEDULE hereunder written with fittings and fixtures to be provided therein by the Seller as mentioned in the Sixth Schedule hereunder written together with Purchaser proportionate undivided share in common areas and installations as also in the land comprised in the said premises attributable to the said unit and further wherever the context so permits shall include the right of parking one or more motor car/s in the car parking space if so specifically and expressly mentioned and described in the within stated PART-II of the SECOND SCHEDULE hereunder written).
- 1.39 **SAID SHARE IN THE SAID PREMISES** shall mean proportionate undivided indivisible impartible share in the land comprised in the said premises attributable to the said unit agreed to be purchased hereunder by the Purchaser and to be determined by the Developer in its absolute discretion.
- 1.40 **VENDORS** shall mean the said Parties hereto of the Second Part and in the case of the Companies shall mean and include its successor and/or successors in office/interest and assigns and in the case of individuals shall mean and include their respective heirs, legal representatives, executors, administrators and assigns.
- 1.41 **SERVICE INSTALLATIONS** shall mean sewers, drains, channels, pipes, water courses, gutters, main wires cables, conduits, tanks, and soakways and any other apparatus for the supply of water electricity or telephone or for the disposal of foul or surface water.
- 1.42 **SINKING FUND/RESERVE FUND** shall mean the fund to be paid and/or contributed by each of the unit owners including the Purchaser herein towards maintenance fund which shall be held by the Developer and after the said new building is completed and possession is made over and upon formation of the Association

the said amount shall be transferred by the Developer to such Association.

1.43 **SERVICE/MAINTENANCE CHARGES** shall mean the service/maintenance charges for the common areas installations facilities and/or amenities as may be incurred by the Developer and/or the Association incorporated for the said purposes including providing service, making such provision or incurring expenses in respect of future provision of service as the Developer and/or the Association either in its absolute discretion may deem proper. The proportionate amount agreed to be paid by the Purchaser on account of the service and maintenance charges shall be determined by the Developer and/or the Association in their absolute discretion.

1.44 **TERRACE** shall mean an open terrace attached to a particular flat/unit and to form an integral part of such unit without any right of any other unit owners.

1.45 **TOTAL PRICE** shall mean the total price as hereinafter appearing agreed to be paid by the Purchaser to the Vendors in terms of this agreement.

2. **CAR PARKING:**

- a) It is hereby made expressly clear by and between the parties hereto that the Car Parking Area allotted to the Purchaser shall be used only for the purpose of parking of a passenger car and will not be used for any other purposes whatsoever or howsoever and in no event the Purchaser shall be entitled to use or cause to be used the car parking space allotted to him/ her for the purpose of storage, parking of any two wheeler or any equipment and/or any other vehicle excepting a passenger car or any equipment.
- b) Parking of Car will be permitted only if specifically allotted. No parking of Two-wheeler(s) will be permitted.
- c) THE said Parking Space/s shall be used only for the Purpose of Parking of car (s).
- d) THE Purchaser shall not permit anybody to reside in the said Parking Space/s or use the same for any other purpose other than parking of cars.



- e) THE Purchaser shall not park nor shall permit anybody to park the car(s) in the said Parking Space(s) in a manner, which may obstruct the movement of other car(s).
- f) In the event of the Purchaser washing car(s) or permitting anybody to wash car(s) in the said Parking Space(s) then and in that event it will be obligatory on the part of the Purchaser to clean up the entire space.
- g) THE Purchaser shall not be entitled to cover up and/or make any construction on the said Parking Space(s) and/or open spaces.
- h) NOT to store nor permit anybody to store any articles or things into or upon the said Parking Space(s).
- i) TO abide by all the rules and regulations as may be made applicable for the use of the Parking Space(s) from time to time by the FMC.
- j) MUST NOT let, or part with possession of the Car Parking Space excepting as a whole with the said Flat to anyone else excepting to a person who owns a Flat in the building and the Purchaser will give an undertaking and sign a document of adherence that the Car Parking space will be held only for the parking of cars.
- i) The aforesaid negative covenants are independent of each other and are capable of being enforced independently.

### **3. NOMINATION**

- 3.1 This Agreement is personal to the Purchaser and in no event the Purchaser shall be entitled to enter into any agreement for sale transfer and/or nominate any other person in its place and stead without the consent of the Seller, in writing. The Seller though not obligated may accord such permission for nomination subject to the Purchaser making payment of a sum to be calculated @ 2% of the total consideration amount/purchase price. (hereinafter referred to as the NOMINATION COSTS) and the said Nomination Costs will be inclusive of the expenses which the Seller may have to incur in causing the Nomination Agreement to be vetted by its Advocates and also the amounts which may have to be incurred by the Seller on account of administrative expenses while granting such permission for nomination.

- 3.2 The Purchaser hereby covenants that such nomination costs are fair and reasonable.
- 3.3 Upon such nomination being affected the said Nominee and/or Transferee as the case may be shall be deemed to have been substituted in place and stead of the Purchaser.

4. **INTERPRETATIONS**

2.1 In this Agreement (save to the extent that the context otherwise so requires):

- i) Any reference to any act of Parliament or State Legislation whether general or specific shall include any modification, extension or re-enactment of it for the time being in force and all instruments, orders, plans, regulations, bye-laws permissions or directions any time issued under it.
- ii) Reference to any agreement, contract deed or documents shall be construed as a reference to it as it may have been or may from time to time be amended, varied, altered, modified, supplemented or novated.
- iii) An obligation of the Purchaser in this Agreement to do something shall include an obligation to ensure that the same shall be done and obligation on its part not to do something shall include an obligation not to permit, suffer or allow the same to be done.
- iv) Words denoting Masculine gender shall include feminine and neutral genders as well.
- v) Words denoting singular number shall include the plural and vice versa.
- vi) A reference to a statutory provision includes a reference to any modification, consideration or re-enactment thereof for the time being in force and all statutory instruments or orders made pursuant thereto.
- vii) Any reference to this agreement or any of the provisions thereof includes all amendments and modification made in this Agreement from time to time in force and all statutory instruments or orders made pursuant thereto.
- viii) Any reference to this agreement or any provisions thereof includes all amendments and modification made in this Agreement from



time to time in force and supplemental agreements or any other documents and/or agreements.

- ix) The headings in this agreement are inserted for convenience of reference and shall be ignored in the interpretation and construction of this agreement.
- x) The Schedules shall have effect and be construed as an integral part of this agreement.

**5. COMMENCEMENT AND TERMS**

This Agreement has commenced and/or shall be deemed to have commenced on and from the date of execution of agreement (hereinafter referred to as the COMMENCEMENT DATE) and shall remain valid and subsisting unless terminated in the manner as hereinafter appearing.

- J.** The parties hereby confirm that they are signing this Agreement with full knowledge of the all laws, rules, regulations, notifications etc. applicable to the Project.
- K.** The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
- L.** In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Vendor/Promoter, Owners hereby agrees to sell and the Purchaser hereby agrees to purchase and the said Unit/Apartment and the covered/open car parking (if applicable) 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:**

- 1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter /Developer agrees to sell to the Allottee/Purchaser and the Allottee/Purchaser hereby agrees to purchase the Unit/ Apartment as specified in para G.

- 1.2 The total price for the apartment/Unit agreed to be paid by the Allottee/Purchaser is based on the Carpet area is Rs.-----/- (Rupees-----only) (“Total Price”) (Give break up and description):

|                               |   |
|-------------------------------|---|
| Block/Building/Tower No.----- | Rate of Apartment/Unit per Square feet* |
| Apartment No.-----            |   |
| Type-----                     |   |
| Floor-----                    |   |
| Total Price (in rupees)       |   |

\* breakup of the amount such as cost of apartment, cost of exclusive balcony or verandah areas, cost of exclusive open terrace areas, proportionate cost of common areas, preferential location charges, taxes, maintenance charges as per para II etc., if/as applicable.

[AND] [if/as applicable]

|                         |              |
|-------------------------|--------------|
| Open/Covered Parking -1 | Price for -1 |
| Open/Covered Parking -2 | Price for -2 |
| Total Price (in Rupees) |              |

Explanation:

- (i) The Total price above includes the booking amount paid by the Allottee/Purchaser to the Promoter/Vendor towards the Unit/ Apartment;
- (ii) The Total price above includes Taxes (consisting of tax paid or payable by the Vendors 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/Vendors by whatever name called) up to the



date of handing over the possession of the Unit/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/Purchaser to the promoter/Vendor shall be increased/reduced based on such change/modification:

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

- (iii) The Promoter/Vendors shall periodically intimate in writing to the Allottee/Purchaser the amount payable as stated (I) above and the Purchaser shall make payment demanded by the Vendors within the time and in the manner as specified therein. In addition the Vendors shall provide the Purchaser the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies have been imposed or become effective;
  - (iv) The Total Price of the unit/space includes recovery of price of land, construction of (not only the apartment/unit but also) 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 the paint marbles tiles, doors, windows, fire detection and firefighting equipment's in the common areas maintainance charges as per para II etc. and includes cost of providing all other facilities, amenities and specifications to be provided within the unit/ space and the project;
- 1.3 The Total price is escalation-free, save and except increases which the Purchaser 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 Vendors undertake and agree that while raising a demand on the Purchaser for increase in

development charges, cost/charges imposed by the competent authorities, the Vendors shall enclose the relevant notification/order/rule/regulation to that effect along with the demand letter being issued to the Purchaser, 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 and shall not be charged from the Allottee/Purchaser.

- 1.4 The Allottee(s) shall make the payment as per the payment plan set out in Schedule 'C' (Payment Plan).
- 1.5 The Promoter/Vendors may allow, in its sole discretion, a rebate for early payments of installment payable by the allottee by discounting such early payments @.....% per annum for the period by which the respective installment has been proponed. 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/Vendor.
- 1.6 It is agreed that the Vendor/Developer 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 said Unit/space as the case may be, without the previous written consent of the Purchaser as per provisions of the Act.

Provided that the promoter may make such minor addition or alteration as may be required by the allottee, or such minor changes or alteration as per the provision of the Act.

- 1.7 The Promoter/Vendors shall confirm to the final carpet area that has been allotted to the Purchaser after the construction of the building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area.



The total price payable for the carpet area shall be recalculated upon confirmation by the Vendors. If there is reduction in the carpet area then the Vendors shall refund the excess money paid by the Purchaser within forty five days with annual interest @ prescribed in the rules, from the date when such an excess amount was paid by the Purchaser. 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 Purchaser, the Vendors may demand that from the Purchaser as per the next milestone of the Payment Plan as provided in FOURTH SCHEDULE. 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/vendor agrees and acknowledges, the Allottee shall have the right to the Apartment as mentioned below :
- i) The Purchaser shall have exclusive ownership of the Apartment
  - ii) The Purchaser shall also have undivided proportionate share in common areas. Since the share interest of the Purchaser in the common areas is undivided and cannot be divided or separated, the Purchaser 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 Developer shall hand over the common areas to the association of Purchasers after duly obtaining completion certificate from the competent authority as provided in the Act.
  - iii) That the computation of the price of the Apartment includes recovery of the 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 equipments in the common areas maintenance charges as per para 11 etc. and includes cost for providing all other facilities, amenities and specification to be provided within the (Apartment/unit) and the project.
  - iv) The Allottee/Purchaser 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/Vendors and the Allottee/Purchaser agrees that the said Apartment/Unit along with ..... open/covered car parking space 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 land and is not part or any other project or zone and shall not form part of and/or linked/combined with any project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Purchaser. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottee/Purchasers of the Project.
- 1.10 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, bank 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 thereof by such authority or person.
- 1.11 The Allottee/Purchaser has paid a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) as booking amount being part payment towards the Total Price of the Unit/Apartment at the time of application the receipt of which the Vendors hereby acknowledges and the Purchaser hereby agrees to pay the remaining price of the apartment/unit thereon as prescribed in the Payment Plan (SCHEDULE-C) as may be demanded by the Vendors within the time and manner as specified therein; Provided that if the Purchaser delays in payment towards any amount for which is payable, the Purchaser shall be liable to pay interest at the rate specified in the Rules.



**2. MODE OF PAYMENT**

Subject to the terms of the Agreement and the Promoter/Developer abiding by the construction milestones, the Allottee/Purchaser shall make all payments, on written demand by the promoter/Vendors within the stipulated time as mentioned in the payment plan through account payee cheque/demand draft/banker's cheque or online payment in favor of "JALAN BUILDERS PRIVATE LIMITED" payable at Kolkata.

The Allottees/Purchaser acknowledges that it is his/her responsibility to make timely payment of the total purchase price and other amounts payable in terms of this agreement and the Vendors from time to time shall give notice as the amounts due and payable by the Purchaser and such notice may be sent by the Vendors electronically, ordinary mail or by speed post with acknowledgment due.

**3. COMPLAINEE OF LAWS RELATING TO REMITTANCES**

- 3.1. The Allottee/Purchaser if a Non-Resident Indian, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act 1999 (FEMA), Reserve Bank of India Acts & Rules (RBI) made there under or any other statutory amendments /modifications made thereof and all other applicable laws including that of remittance of payments, acquisition, transfer of immovable property etc. and provide the Vendors with such permissions, approvals which would enable the Vendors 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 provision of foreign Exchange management Act. 1999 or the statutory enactments or amendments thereof and the rules and regulations of the Reserve Bank of India or any other applicable Law. The Allottee / Purchaser agrees that in the event of any failure on his part to comply with the applicable guidelines issued by RBI, the Purchaser along shall be liable for any action under FEMA.1999 or other laws as applicable, as amended from time to time.
- 3.2. The Promoter accepts no responsibility in regard to matter 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 /Purchaser 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 PAYMENT:**

The Purchaser authorizes the Vendors to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding, if any, in his/her name as the Vendors may in its sole discretion deem fit and the Purchaser undertakes not to object/demand/direct the Seller to adjust his payment in any manner.

**5. TIME IS ESSENCE:**

The Promoter/Vendors 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/Unit) 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/UNIT:**

The Allottee has been the proposed layout plan, specification, amenities facility of the said Apartment/Unit/Office Space and accepted the floor plan, payment plan and the specification, amenities and facility (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 plan, specification, amenities facility, 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 bye-laws, FAR and density norms and provisions prescribed by the WBHRA (the relevant state laws) and shall not have an option to make any variation/alternation/modification in such plans, other than in the manner provided under the Act. and breach of this term by the promoter shall constitute a material breach of the Agreement.



**7. POSSESSION OF THE APARTMENT/UNIT:**

**7.1 Schedule for possession of the said [Apartment/unit].-**

The Promoter agrees and understands that timely delivery of possession of the [Apartment/Unit] 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 hand over possession of the [Apartment/Unit] 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 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 [Apartment/Unit]:

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

**7.2 Procedure for taking possession.-** The Promoter ,upon obtaining the occupancy certificate\* from the competent authority shall offer in writing the possession of the [Apartment/Unit] ,to the Allottee in terms of this Agreement to be taken within two months from the date of issue of occupancy 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 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 certificate of the apartment/plot, as the case may be, to the Allottee at the time of conveyance of the same.

**7.3 Failure of Allottee to take Possession of [Apartment/Unit].-** Upon receiving a written intimation from the Promoter as per para 7.2, the Allottee shall take possession of the [Apartment/Unit] from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoter shall give possession of the [Apartment/Plot] 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 specified in para 7.2.

**7.4 Possession by the Allottee.-** After obtaining the occupancy certificate and handing over physical possession of the [Apartment/Unit] 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 hand over 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/Purchaser:** The Allottee/Purchaser shall have the right to cancel/withdraw his allotment in the project as provided in the Act:

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



**7.6 Compensation .-** The Promoter shall compensate the Allottee in the 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 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/Unit] (i) in accordance with the terms of this Agreement ,duly completed by the date specified in para 7.1; or (ii) due to discontinuance of his business as a 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/Unit],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/Unit] which shall be paid by the Promoter to the allottee within forty-five days of it becoming due.

## **8. REPRESENTATION, AND WAARRANTIES OF THE PROMOTER/ VENDORS AND THE ALLOTTEE/PERCHASER:**

**8.1**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 land or the project.
- iv) There are no litigation pending before any court of law or Authority with respect to the said land, project or the (Apartment/Unit).
- v) All approvals, licenses and permits issued by the competent authority 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/Unit) 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 created herein, may prejudicially be affected:
- vii) The promoter has not enter into this agreement for sale and/or development agreement or any other agreement/agreement with any person or party with respect to the said land including the project and the (Apartment/Unit) which will any manner, after 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/Unit) to the Allottee in the manner contemplated in this Agreement.
- ix) At the time execution of the conveyance deed the promoter shall handover lawful, vacant, peaceful, physical possession of the (Apartment/Unit) 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 said project to the competent authorities till the completion certificate has been issued and possession of apartment, plot or building as the case may be, along with common areas (equipped with all the specifications, amenities and facilities ) has been handed over to the Allottee and the association of Allottes 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.



## 8.2 PURCHASER'S COVENANTS – HOUSE RULES/USAGE

After the Purchaser has taken over possession of the said Space/Unit the Purchaser as a separate covenant has agreed:

- a) TO CO-OPERATE with the other co-Purchaser and/or co-buyers and the Developer in the management and maintenance of the said building.
- b) TO OBSERVE the rules framed from time to time by the Developer and upon appointment of the FMC and/or formation of the Holding Organization by such FMC and/or Holding Organization as the case may be.
- c) TO ALLOW the Developer and/or their authorized representative and upon appointment of FMC, such FMC to enter into the said Flat and/or common parts and areas including the Utility Room, for the purpose of maintenance and repairs.
- d) TO PAY and bear the common expenses and other outgoing and expenses since the date of possession and also the rates and taxes for and/or in respect of the said Building including those mentioned in the Fifth Schedule hereunder written proportionately for the building and/or common parts/areas and wholly for the said Flat/Unit and/or to make deposits on account thereof in the manner mentioned hereunder to or with the Seller and upon appointment of the FMC to such FMC. Such amount shall be deemed to be due and payable on and from the date of possession whether actual possession of the said Unit has been taken or not by the Purchaser.
- e) TO DEPOSIT the amounts reasonably required with the Seller and upon appointment of the FMC to such FMC as the case may be towards the liability for the rates and taxes and other outgoings.
- f) TO PAY charges for electricity in or relating to the said Unit wholly and proportionately relating to the common parts.
- g) To use the said Flat/Unit for residential purposes only and for no other purpose whatsoever or howsoever.
- h) To pay and discharge all existing and future rates and water charges, taxes, duties, charges, assessments, impositions and outgoings whatsoever which now are or at any time in future may be charged, levied, rated, assessed or imposed in respect of the said Flat/Unit.

- i) From time to time and at all times to repair and maintain and keep in good and substantial repair and condition the said Flat/Unit.
- j) To keep the said Flat in a clean and tidy condition and to clean both sides of all windows and window frames and all other glass and other panels in the said Flat/Unit.

The Purchaser hereby further covenants by way of negative covenants as follows:

- a) NOT TO sub-divide the said Unit and / or the Parking space or any portion thereof.
- b) NOT TO do any act deed or thing or obstruct the construction and completion of the said building in any manner whatsoever and notwithstanding any temporary obstruction in the Purchaser's enjoyment of the said Unit.
- c) NOT TO throw dirt, rubbish or other refuse or permit the same to be thrown or accumulated in the said building and / or compound or any portion of the building except in the space for garbage to be provided in the ground floor of the said building.
- d) NOT TO store or bring and allow to be stored and brought in the said Unit any goods of hazardous or combustible nature or which are too heavy as to affect or endanger the structures of the building or any portion of any fittings or fixtures thereof including windows, doors, floors etc. in any manner.
- e) NOT TO hang from or attach to the beams or rafters any articles or machinery which are heavy or likely to affect or endanger or damage the construction of the building or any part thereof.
- f) NOT TO fix or install air conditioners in the said Unit save and except at the places, which have been specified in the said Unit for such installation.
- g) NOT to allow goods, articles or materials of any description to be stored, stocked or displayed on any of the building common parts or otherwise other than in suitable bins and/or receptacles provided for such purpose.
- h) NOT TO DO or cause anything to be done in or around the said Flat/Unit which may cause or tend to cause or that amount to cause or affect any damage to any flooring or ceiling of the said Flat/Unit or adjacent to the said Flat/Unit or in any manner



- interfere with the use and rights and enjoyment thereof or any open passages or amenities available for common use.
- i) NOT to use the said Flat/Unit or any part or portion thereof for any political meeting nor for any dangerous noxious or offensive trade or business
  - j) NOT to slaughter or permit to be slaughtered any animal and/or bird either on festive occasions or on any occasion whatsoever nor shall display outside their flat/unit any slaughtered bird or animal nor shall exhibit or permit to be exhibited nor shall bring any slaughtered animal and/or bird openly through the corridor and/or entrance and nor do any act deed or thing which may hurt or injure the sentiments of any of the other owners and/or occupiers of the said residential complex.
  - k) NOT to permit any sale by auction or public meeting or exhibition or display to be held upon the Flat/Unit nor to permit or suffered to be done into or upon the said Flat/Unit or any part thereof any act or thing which is illegal or immoral or which shall or may be or become a nuisance, damage, unreasonable annoyance or unreasonable inconvenience to the other owners and/or occupiers.
  - l) NOT to keep in the said Flat/Unit any article or thing which is or might become dangerous, offensive, combustible, inflammable radioactive or explosive of which might increase the risk of fire or explosion or in any way injure by percolation, corrosion or otherwise cause damage to the said Flat/Unit and/or any other flat/unit in the said residential complex.
  - m) NOT to discharge into any conducting media any oil or grease or any noxious or deleterious effluent or substance which may cause an obstruction or might be or become a source of danger or which might injure the conducting media or the drainage system of the residential complex.
  - n) NOT TO create hindrance/obstruction in any manner whatsoever to occupiers of the said new building particularly regarding use of Common Parts and Portions.
  - o) NOT TO damage or demolish or cause to be damaged or demolished the said unit or any part thereof or the fittings and fixtures affixed thereto.

- p) NOT TO close or permit the closing of verandahs or lounges or balconies or lobbies and common parts and also not to alter or permit any alteration in the elevation and outside colour Scheme of the exposed walls of the Verandhs, lounges or any external walls or the fences of external doors and windows including grills of the said unit which in the opinion of the Seller /FMC differs from the colour scheme of the building or deviation or which in the opinion of the Seller /FMC may affect the elevation in respect of the exterior walls of the said building.
- q) NOT TO install grills which are protruding the windows, such grills to be fitted only inside the windows and shall be of such as shall be approved by the Vendor and / or the Architect and the place where such grills are to be put up shall be as designated or identified by the Seller / Architect / FMC.
- r) NOT TO do or permit to be done any act or thing which may render void or make voidable any insurance in respect of the said Unit or any part of the said building or cause increased premium to be payable in respect thereof if the building is insured.
- s) NOT TO make in the said Unit any structural addition and/or alteration such as beams, columns, partition walls etc. or improvement of a permanent nature except with the prior approval in writing of the Seller /FMC and/or any concerned authority.
- t) THE PURCHASER shall not fix or install any window antenna on the roof or terrace of the said building nor shall fix any antenna excepting that the Purchaser shall be entitled to avail of the central antenna facilities to be provided by the Seller /FMC to the Purchaser and also the other owners of the units in the said Premises at their cost.
- u) NOT TO use the said unit or permit the same to be used for any purpose whatsoever other than residential purpose and shall not use for the purpose which may or is likely to cause nuisance or annoyance to occupiers of the other portions of the said building or to the Owners and occupiers of the neighboring premises or for any illegal or immoral purpose or as a Boarding House, Club House, Nursing Home, Amusement or Entertainment Centre, Eating or Catering Place Dispensary or a Meeting Place or for any commercial or industrial activities whatsoever and similarly shall



not keep in the parking place, if allotted, anything other than private motor cars or motor cycles and shall not raise or put any kutcha or pucca construction grilled wall/enclosures thereon or part thereof and shall keep it always open as before, Dwelling or staying of any person or blocking by putting any articles shall not be allowed in the car parking space.

- v) NOT TO use the allocated car parking space or permit the same to be used for any other purpose whatsoever other than parking of its own car/cars.
- w) NOT TO park car on the pathway or open spaces of the building or at any other spaces except the space allotted to it and shall use the pathways as would be decided by the Seller /FMC.
- x) TO ABIDE by such building rules and regulations as may be made applicable by the Seller and upon appointment of the FMC by such FMC.
- y) NOT TO display or permit any person to display raw meat or sacrificing of animals on the common parts or portions of the said building or at the said premises.
- z) NOT TO do or permit to be done any act deed or thing whereby the sentiments of other occupants are in any way injured or hurt.
- aa) NOT TO use or permit to be used the service areas and the first floor car parking areas in any manner whatsoever other than those earmarked for car parking spaces without the consent of the Seller and upon formation of the Holding Organization by such Holding organization.
- bb) In the event of nonpayment of such services and maintenance charges the Purchaser shall be liable to pay interest at the rate of 15% per annum to the Seller and upon appointment of the FMC to such FMC and in the event of such default shall continue for a period of sixty days from the date it becomes due then and in that even without prejudice to any other rights which the Seller and or FMC may have the Seller and / or the FMC shall be entitled to and the Purchaser hereby consents to the :
  1. To discontinue the supply of electricity.
  2. To discontinue / disconnect the supply of water.
  3. To withhold the services of lifts to the Purchaser and the members of their families and visitors and the same shall not be

restored until such time the Purchaser having made full payment of the amounts due with interest at the aforesaid rate.

4. To discontinue the facility of DG power back-up.

- cc) In the event of non-payment of any of the amounts payable by the Purchaser to the Seller/ FMC/ Holding Organization, the Seller / FMC/ Holding Organization as the case may be in addition to above will also be entitled to interest on the amount remaining outstanding at the rate of 15% per annum.

## **9 EVENTS OF DEFAULTS AND CONSEQUENCES:**

9.1 Subject to the Fore Majeure clause, the Seller shall be considered under condition of Default, in the following events:

- i) Promoter/Vendors/Developer fails to provide ready to move in possession of the Apartment/Unit to the Allottee/Purchaser within the stipulated 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 in all respect 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'/ Developer'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/Developer under the conditions listed above, the allottee/Purchaser is entitled to the following:

- (i) Stop making further payment to the Vendors as demanded by the Promoter/Vendors. If the Allottee /Purchaser stops making payments the Vendors shall correct the situation by completing the construction milestones and only thereafter the Allottee/Purchaser be required to make the next payment without any interest; or
- (ii) The Allottee/Purchaser shall have the option of terminating the Agreement in which case the Vendors shall be liable to refund the entire money paid by the Purchaser under any head whatsoever towards the



purchase of the Unit, along with interest at the rate prescribed in the Rules within forty five days of receiving the termination notice

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

9.3 The Allottee/Purchaser shall be considered under the condition of default on the occurrence of the following events:

- (i) In the case the Allottee/Purchaser fails to make payment for consecutive demands made by the Vendors as per payment in Fourth Schedule hereunder, despite having been issued notice in that regard the Purchaser shall be liable to pay interest to the Vendors on the unpaid amount at the rate prescribed in the Rules;
- (ii) In case of Default by the Allottee/Purchaser under the condition listed above continues for a period beyond one month after notice from the Vendors in this regard, the Vendors may cancel the allotment of the Unit in favor of the Purchaser and refund the money paid to them by the Purchaser by deducting the booking amount and interest liabilities and this Agreement shall thereupon stand terminated:

Provided that the Vendors shall intimate the Purchaser 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/Unit] as per para 1.2 under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the [Apartment/Unit] 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

**MAINTENANCE 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 the issuance of the completion certificate of the project. The cost of such maintenance has been included in the Total Price of the [Apartment/Unit].

- a) The Purchasers acknowledges that maintenance of the common parts and portions and supply of services is for the benefit of all the Unit Owners and as such it is desirable that a Facility Management Company (hereinafter referred to as the FMC) be appointed and in this regard the Purchasers authorizes the Developer to appoint a Facility Management Company on such terms and conditions as the Developer in its absolute discretion may deem fit and proper who shall remain responsible for maintenance of the common parts and portions and for rendition of common services.
- b) The Developer shall be entitled to appoint a Facility Management Company on such terms and conditions as the Developer in its absolute discretion may deem fit and proper and the Purchaser shall be liable to make payment of an amount equivalent to 15% of the CAM Charges as service charges payable to such FMC.
- c) Until such time the Developer has appointed such FMC the Developer shall be liable to maintain the common parts and portions and be responsible for rendition of common services and as such the Developer shall be entitled to claim an amount equivalent to 15% of the CAM Charges payable by the Purchasers as and by way of service charges.
- d) After formation of the Holding Organization, the Holding Organization will take control of the common parts and portions and shall remain liable for rendition of common services.
- e) **HOLDING ORGANISATION** - The Unit Owners amongst themselves shall form a Holding Organization which may be a private limited company, limited liability partnership firm and/or Society or Syndicate and/or Association of Persons (hereinafter referred to as the HOLDING ORGANISATION).



- f) The Purchasers agrees to become a member of such Holding Organization and shall abide by all the rules and regulations which may be framed from time to time by such Holding Organization.
- g) Until formation of the said Holding Organization the Developer in its absolute discretion may appoint an Adhoc Committee which will comprise of five unit owners (hereinafter referred to as the ADHOC COMMITTEE) and such Adhoc Committee shall be deemed to be the representative body of all the Unit owners of the said Complex and upon formation of the said Holding Organization the said Adhoc Committee shall stand dissolved.
- h) So long as each Unit in the said premises shall not be separately mutated and assessed by the Municipality and/or by the appropriate authority, the Purchaser shall pay the proportionate share of all rates and taxes assessed on the whole premises from the date of notice of possession to the Developer /Facility Manager within 7 days from the demand being made. Such proportion is to be determined by the Seller on the basis of the proportionate area of the Purchasers Unit.

**RIGHT OF THE PURCHASER TO USE COMMON AREAS AND FACILITIES  
SUBJECT TO PAYMENT OF MAINTENANCE CHARGES AND DEFAULT IN  
PAYMENT OF THE MAINTENANCE CHARGES/ENFORCEMENT**

11.1 The Purchaser hereby agreed to purchase the Unit and the Properties Appurtenant thereto on the specific understanding that his/her/their/its right to use of the Common Area and the Common Facilities shall be subject to timely payment of the total maintenance charges, as determined and thereafter billed by the Seller/FMC/Holding Organisation/Association of the Purchasers (or the maintenance agency appointed by it) as the case may be and performance by the Purchaser of his/her obligation in respect of the terms and conditions specified by the Maintenance Agency or the Association of Purchaser/s from time to time.

11.2 In the event of the Purchasers failing to make payment of the common area maintenance charges (hereinafter referred to as the CAM CHARGES) the Purchasers shall be obligated to pay:

- i) interest at the rate of 15% per annum on all amounts remaining outstanding
- ii) Rs.2/- per sq.ft. per month as late charges

And if such default shall continue for more than thirty days then and in that event all expenses including reasonable attorney's fees paid and/or incurred by the Developer /FMC/Holding

Organization in respect of any proceedings brought about to collect such unpaid CAM Charges or to enforce any lien in respect of such unpaid CAM Charges shall be on account of the Purchaser.

11.3 The Purchaser acknowledges that upkeep of the common parts and portions and rendition of common services is for the benefit of all the Unit owners in the said new building/s and nonpayment thereof by the Purchaser is likely to adversely affect the services and/or interest of the other Unit owners and as such in the event of any default on the part of the Purchaser in making timely payment of such common expenses the Purchasers shall be liable to pay interest at the rate of 15% per annum on the amounts lying in arrears and if such default shall continue for a period of three months then and in that event the Purchasers shall not be entitled to avail of any of the said facilities and/or utilities and the Seller and/or Holding Organization and/or FMC as the case may be shall be entitled to and the Purchaser hereby consents:

- i) to discontinue the supply of electricity to the Purchasers' Unit
- ii) to disrupt the supply of water
- iii) to withdraws the lift facilities to the Purchasers and/or to the members of his family including the Purchasers' visitors, servants and agents

And such facilities shall not be restored until such time the Purchasers has made payment of all the amounts lying in arrears together with interest accrued at the aforesaid rate including all costs charges and expenses incurred till then by the Developer for realization of the amounts lying in arrears including reasonable attorney's fees paid and/or incurred by the Seller/Federation/Holding Organization in respect of any proceedings brought about to collect such unpaid CAM Charges or to enforce any lien in respect of such unpaid CAM Charges shall be on account of the Purchasers.

**12. DEFECT LIABILITY:**

It is agreed that in case any structural defect or any 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 charge, within 30(thirty)days, and in the event of Promoter's failure to rectify such defects within such time , the aggrieved Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act.

In the event of there being any structural defect and so certified by the Architect, for the time being in respect of the said Unit and such defect is detected within a period of five years from the date of issue of occupancy certificate of the said Unit then and in that event the Developer shall cause such defect to be removed and/or rectified provided that such defect is not occasioned because of any act deed or thing on the part of the Purchaser or any person claiming through or under the Purchaser or because of non-use and/or improper use and/or :

- (i) Any negligence and/or laches on the part of the Purchaser
- (ii) Any act deed or thing on the part of any third party
- (iii) Any act of vandalism or destruction on the part of any person

**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, open/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/Unit] or any part thereof , after due notice and during the normal working hours, unless the circumstances warrant otherwise , with a view to set right any defect.

**14. USAGE:**

**Use of Basement and Service Areas:** The basement(s) and service areas , if any, as located within the (project name), shall be are-marked 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, firefighting pumps and equipments etc. and other 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 use by the association of Allottees formed by the Allottees for rendering maintenance services.

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

- 15.1. Subject to para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the [Apartment/Unit] 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/Plot], or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the [Apartment/Unit] and keep the [Apartment/Unit], its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.
- 15.2. The Allottee further undertakes, assures and guarantees that he/she would not put any sign-board /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 elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the [Apartment/Unit] or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall including the outer and load bearing wall of the [Apartment /Unit].
- 15.3. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the association of Allottees and /or maintenance agency appointed by association of Allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

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

The parties are entering into this agreement for allotment of an Apartment with full knowledge of all rules, regulations, notifications etc applicable to the project. The Purchaser hereby undertakes that he/she/they/it shall comply with and carry out the compliance of all the laws and notifications from time to time and shall keep the Seller indemnified in regard thereof.



**17. ADDITIONAL CONSTRUCTIONS:**

The Seller undertakes that it has no right to make additions or put up additional structures anywhere in the project after the building plan, layout plan, sanctioned plan and specifications, amenities and facilities have been approved by the competent authorities and disclosed, except for as provided in the Act. The Purchaser acknowledges that taking into various factors and as and when required by the Architect for the time being of the said project it may be necessary to alter and/or modify the plan sanctioned by the authorities concerned and the Purchaser acknowledges and consents that the Seller shall be entitled to modify and/or alter the Plan so long as the same does not adversely affect the Flat/Unit intended to be acquired by the Purchaser.

**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/Unit] and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such [Apartment/Unit]

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

The Promoter has assured the Allottee that the project in it's entirety is in accordance with the provisions of the -----  
----- [Please insert the name of the Apartment Ownership Act].The Promoter showing compliance of various laws/regulations as applicable in -  
-----.

**20. BINDING EFFECT:**

20.1 The original of this agreement is being handed over by the Seller to the Purchaser. It shall be the obligation of the Purchaser to cause this agreement to be registered with the concerned authorities upon making payment of the stamp duty, registration charges and other incidental expenses and the Purchaser upon giving adequate notice to the Seller the Seller shall remain present for the purpose of admitting the execution of this agreement

- 20.2 It shall be the obligation of the Purchaser to make payment of the amount due and payable on account of the stamp duty, registration charges and other incidental amounts for registration of this agreement with the authorities concerned and upon payment of the same the Purchaser shall give adequate notice to the Seller regarding fixing of the date and time for presentation of the document with the concerned registration authorities and the Seller shall remain present to admit the execution of this agreement.
- 20.3 The Purchaser acknowledges that it is his/her obligation to cause this agreement to be presented for registration and as such the registration shall be effected before expiry of the period allowed for registration under the said Act.
- 20.4 If because of the nonpayment of the Stamp Duty and Registration charges within the time allowed for registration then in that event, the Purchaser shall be solely responsible for all consequences and shall keep the Seller indemnified against all costs, charges, demands, claims, damages, suits, actions and litigations.
- 20.5 It is hereby expressly agreed that the Purchaser has committed himself/herself to regularly and punctually make payment in terms of the Agreement and even if such agreement is not stamped and/or registered as herein provided, the obligation of the Purchaser to make payment of the installment in terms of what has been agreed upon, shall continue.
- 20.6 In the event of cancellation of this agreement after the registration thereof by the Purchaser, the Purchaser shall not be entitled to claim refund and/or reimbursement of the amounts incurred on account of stamp duty, registration charges and other expenses incurred by the Purchaser and in as much as registration of this Agreement will be made in Book No.I a Deed of Cancellation shall be executed. In the event of cancellation the Purchaser agrees to cause such Deed of Cancellation to be registered and in the event of the Purchaser failing to execute such Deed of Cancellation the Seller as the Constituted Attorney of the Purchaser shall be entitled to cause such Deed of Cancellation to be executed on behalf of the Purchaser.



**21. ENTIRE AGREEMENT:**

This agreement along with its Schedules constitute 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/Unit, as the case may be.

**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 hereunder in respect of the Apartment/Unit shall equally be applicable to and enforceable against any subsequent Allottee/ Purchasers of the Apartment/Unit, in case of transfer, as the said obligations go along with the Apartment/Unit for all intents and purposes.

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

- 24.1. The Promoter may, as its sole option and discretion, without prejudice to its rights as set out in this Agreement, waive the breach by the Allottee/Purchaser is not making payments 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/Purchaser that exercise of discretion by the Promoter in the case of one Allottee/Purchaser shall not be construed to be a precedent and/or binding on the Promoter to exercise such discretion in the case of other Allottees/Purchasers.
- 24.2. Failure on the part of the parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.

**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 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 WHEREEVER REFRRED TO IN THE AGREEMENT:**

Whether in this Agreement it is stipulated that the Purchaser has to make any payment, in common with other Purchaser(s) in Project, the same shall be the proportion which the carpet area of the (Apartment/Unit) bears to the total carpet area of all the (Apartment/Unit) 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 Registered Office of the Promoter and/or any other place which may be mutually agreed between the Promoter and the Allottee/Purchaser. 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 sub-registered (specify the address of the sub-register). Hence this agreement shall be deemed to have been executed at.....

**29. NOTICES**

That all notices to be served on the Allottee/Purchaser and the Promoter as contemplated by this Agreement shall be deemed to have been duly served



if sent to the Allottee/Purchaser or Promoter by Registered Post at their respective address as specified below:

-----Name of Allottee

----- (Allottee Address)

M/s -----Promoter/Vendor Name

----- (Promoter/Vendor Address)

It shall be duly of the allottee and the promoter/Vendor 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 the allottee, as the case may be.

**30. JOINT ALLOTTEE/PURCHASER'S**

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

**31. SAVINGS:**

Any application letter, allotment letter, agreement or any other document signed by the Allottee/Purchaser in respect of the Flat/Unit prior to the execution and registration of this agreement for sale for such flat/unit shall not be construed to limit the rights and interest of the Purchaser under the agreement for sale or under the act or 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 or touching upon or in relation to the terms and condition of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligation of the parties, shall be settled amicably by mutual discussion, failing which the same shall be settled under the Arbitration and Conciliation Act 1996.

- a) The Arbitrator/s shall have summary power.
- b) The Arbitrator/s shall have power to give interim awards and/or directions.
- c) It will not be obligatory on the part of the Arbitrator/s to give any reasoned or speaking award.
- d) The parties hereto agree and covenant with each other that they have full trust and faith in the Arbitrator and agrees not to challenge and/or dispute the same in any manner whatsoever or howsoever.

**34. JURISDICTION**

Courts at Kolkata only shall have jurisdiction to entertain and try all actions, suits and proceedings arising out of this agreement.

(Please insert any other terms and condition as per the contractual understanding between the parties, however please ensure that such additional terms and conditions are not in derogation of or inconsistent with the terms and condition set out above or the Act. and the Rules and regulation made thereunder)

**SCHEDULE-"A" ABOVE REFERRED TO**

**(SAID LAND)**

ALL THAT the piece and parcel of land measuring **20 Cottahs 14 Chittacks 23 Square Feet** more or less, equivalent to **1398.365 sq.mtrs** (more or less) situate lying at and being Municipal Premises No. 2, O.C. Ganguly Sarani (formerly Lee Road), having KMC Assessee No. 110702300034 under Police Station Bhawanipore, P.O.- Lala Lajpat Rai Sarani, Kolkata-700020, District South 24 Parganas within the limit of Kolkata Municipal Corporation Ward No. 070, being Butted and Bounded as follows:



ON THE NORTH : Premises No. 2A, O.C Ganguly Sarani  
ON THE SOUTH : Premises No. 2/1, O.C Ganguly Sarani  
ON THE EAST : Premises No. 235/1, A.J.C. Bose Road  
ON THE WEST : O.C. Ganguly Sarani

**SCHEDULE-"A" ABOVE REFERRED TO**  
**(THE SAID PROPOSED UNIT AND THE PROPERTIES APURTEMENT**  
**THERETO)**

**ALL THAT** the Space/Unit in or portion of the New building being **UNIT/SPACE NO. ----** containing by admeasurements a Carpet Area of ----- Sft. equivalent to ---- **SFT. SUPER BUILT-UP AREA** , be little more or less on a portion on the ----- **FLOOR of the said** New building known as **"ALTITUDE"** at the said premises and shown in the plan annexed hereto duly bordered in 'RED' thereon **TOGETHER WITH** right to park \_\_\_\_ medium sized motor car on the **COVERED/OPEN/BASEMENT/MECHANICAL CAR PARKING SPACE** on the GROUND/BASEMENT floor of the said building complex to be specifically allotted and demarcated by the Vendor at the time of possession **TOGETHER WITH** proportionate undivided and demarcated indivisible impartible share in the Common Areas and Installations mentioned and described in the **Third Schedule** hereunder written attributable to the said Unit **AND TOGETHER WITH** proportionate undivided un demarcated indivisible impartible share in the land below/ beneath the said building described and mentioned in the **Schedule-"A"(said land)** hereinabove written attributable to the said Unit.

**SCHEDULE- "B" ABOVE REFERRED TO**  
**(FLOOR PLAN OF THE UNIT)**

**SCHEDULE -"C" ABOVE REFERRED TO**

**(PAYMENT PLAN)**

**Part - I**

The Purchaser hereby agrees to pay the total consideration amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) out of which the Purchaser has already paid a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) at or before execution of this Agreement (which amount the Seller doth admit and acknowledge to have been received and the balance amount of the said consideration amount shall be paid to the Seller in the manner hereinafter appearing:

|    |   |                                      |
|----|---|--------------------------------------|
| 1. | Application Fee   | Rs.10,00,000/-                       |
| 2. | On or before signing of this agreement as the Booking Amount (inclusive of the application fee) | 10% of the total consideration price |
| 3. | On Completion of Piling and Foundation  | 10% of the total consideration price |
| 4. | On Casting of the 2nd Floor   | 10% of the total consideration price |
| 5. | On Casting of the 4th Floor of the Block  | 10% of the total consideration price |
| 6. | On Casting of the 6 <sup>th</sup> Floor of the Block  | 10% of the total consideration price |
| 7. | On Casting of the 8 <sup>th</sup> Floor of the Block  | 10% of the total consideration price |
| 8. | On Casting of the 10 <sup>th</sup> Floor of the Block   | 10% of the total consideration price |



|     |  |                                      |
|-----|--|--------------------------------------|
| 9.  | On Casting of the 12 <sup>th</sup> ( Terrace) Floor of the Block | 10% of the total consideration price |
| 10. | On Brickwork of the flat booked                                  | 5% of the total consideration price  |
| 11. | On Flooring of the Flat Booked                                   | 5% of the total consideration price  |
| 12. | On Possession  | 10% of the total consideration price |

All other additional deposits (mandatory) as stated above will be paid on or before taking over possession of the said flat/unit or as demanded by the Seller to the Purchaser.

### **Part - II**

The Purchaser hereby also agrees to pay to the Seller for extra/additional works and /or facilities to be done and/or provided as per requirement of the Purchaser.

### **SCHEDULE-"D" ABOVE REFERRED TO**

#### **(SPECIFICATIONS)**

#### **STRUCTURE**

- AAC frame structure on pile foundation RCC

#### **WALLS**

- Conventional brickwork with Cement Plastering AAC BLOCK WORK

#### **WALL FINISH**

- Interior - POP Finish
- Exterior - Brush Finish, ACP, Glazing

#### **CEILING**

- POP Finish

### FLOORING

- Lift Lobby – Vitrified tiles
- Main Unit Rough Finish Concrete

### TOILET

- Concealed Plumbing and pipe Work for main inlet and outlet point

### ELECTRICAL

- Main line till the Distribution Box of the unit.
- 24x7 Power back up for essential services like lift, lobby, common area and apartment (2BHK-750 Watts, 3BHK-1000 Watts)

### **SCHEDULE-“E” ABOVE REFERRED TO**

#### **(AMENITIES)**

### AMENITIES

- Automatic high speed elevators of superior make
- Fire fighting arrangement including fire alarm, suppression system & extinguishers as required by law
- 24 hours treated water supply
- 24x7 Power Backup
- CCTV at main gate and ground floor lobbies
- Well built and well lit internal roads
- Valet Parking
- 24x7 Water Supply



**SCHEDULE-"F" ABOVE REFERRED TO**

**(Common Parts and Portions)**

1. The foundation, columns, beams, support, corridors, lobbies, stair, stairways landings, fire balcony, driveways, entrances, exits and pathways.
2. Toilets and bathrooms for use of durwans, drivers, maintenance staff of the premises.
3. The durwans & maintenance staff rest room with electrical wiring, switches and points, fittings and fixtures.
4. Transformer, electrical wiring, meters, fittings and fixtures for lighting the staircase lobby and other common areas excluding those as are installed for any particular Flat/Unit/Apartment and spaces required therefore.
5. Windows/doors/grills and other fittings of the common area of the premises.
6. Passenger lifts/ elevators with all machineries, accessories and equipments (including lift machine rooms) and lift wells for installing the same and lift lobbies on all floors.
7. Electrical Sub-Station, Electrical Control Panels and accessories, subject to necessary permissions.
8. Water Pump and common pumping installations for pumping of water from underground water tanks to the reservoirs on the roof.
9. Standby diesel generator set for common lights as well as for operation of lifts and pumps during power failure and room/space therefore.
10. Drainage and Sewerage evacuation pipes from the Units to drains and sewers common to the New Building.
11. Outer walls of the New Building, foundation walls, Boundary Walls and Main gate to the New Building and the premises.
12. Overhead Water Tank and underground water reservoir with distribution pipes there from connecting to different Units, if any, and from the underground water reservoir to the over-head water tanks.
13. Such other common parts, areas, equipments, installations, fixtures, fittings, covered and open space in or about the said Premises and / or

the building as are necessary for passage to or use and occupancy of the Flat/Unit/Apartment as are necessary.

**SCHEDULE-"G" ABOVE REFERRED TO**

**(Maintenance Charges)**

**1. MAINTENANCE :** All costs and expenses for maintaining, white-washing, painting, repainting, repairing, renovating, redecorating, renewing and replacing the main structure, all the Common Areas and Installations common machineries, equipments installations and accessories for common services utilities and facilities (including the outer walls of the New Building) gutters and water pipes, drains and electric cables and wires in, under or upon the New Building, staircase of the New Building and the boundary walls of the New Building.

**2. OPERATIONAL:** All expenses for running and operating, working and maintenance of all machineries, equipments, installations and accessories for common facilities and utilities (including generator, lifts, water pump with motor etc.) and all costs for cleaning and lighting the main entrance passage, landings, staircase and other common areas of the New Building and keeping the adjoining side space in good and repaired conditions.

**3. STAFF:** The salaries of and all other expenses on the staff (including janitors/officers, clerks, bill-collector, liftman, chowkidars, gardener, sweepers, caretakers, electrician plumbers and other persons) to be employed for the common purposes (including bonus and other emoluments and benefits).

**4. ASSOCIATION :** Establishment and all other expenses of the association or Holding Organisation (including its formation) and also similar expenses of the Vendor or any agency looking after the Common Purposes until handing over the same to the Association.



**5. TAXES:** Municipal and other rates, Sales Tax, VAT, Service Tax and any other Tax and levies and all other outgoings in respect of the said premises (save those assessed separately in respect of any unit).

**6. COMMON UTILITIES:** Expenses for serving/supply of common facilities and utilities and all charges incidental thereto.

**7. RESERVES:** Creation of funds for replacement, renovation and/or other periodic expenses

**8. OTHERS:** All other expenses and/or outgoings including litigation expenses as are incurred by the Vendor and/or the Association or Holding Organisation for the Common Purposes.

**SCHEDULE-"H" ABOVE REFERRED TO:**

**(Extra Charges & Deposits)**

1) The full amount of Security Deposit and other costs payable to the CESC/WBSEB, for giving direct electric meter in respect of the said unit and proportionate share of the total amount of Security Deposit and other costs payable to the CESC/WBSEB for the electric meters for maintenance running and operating any common area or installation.

2) Proportionate Costs, charges and expenses for electrical sub-station, H.T. Line, wiring, cables and other related equipments and accessories including their installations, as per actual, to be incurred by the Developer for the same.

3) Proportionate Costs, charges and expenses for generator and other related equipments and accessories including installation of the same for supply of power in each unit (including the said Unit) from such generator during power failure, as per actual, to be incurred by the Developer for the same.

**4)** Costs charges and expenses for formation of the Association being Rs. 5,000/- (Rupees Five Thousand Only).

**5)** Betterment fees, development charges and other levies Sales Tax, VAT, Service Tax and any other Tax duties and statutory liabilities that may be charged on the premises or the said Unit or on its transfer or construction in terms hereof partially or wholly, as the case may be.

**6)** In addition to the Extras and Deposits the purchaser shall also deposit and / or keep deposited with the vendor/ Developer/their nominee/Facility Management Company , a sum calculated @ Rs. 75/- per square feet of the super built-up area of the said Unit towards Association Fund. The said fund will remain in deposit with the Vendor to meet there from the proportionate maintenance charges and proportionate liability towards the other common expenses (including those mentioned in the SIXTH SCHEDULE hereinabove written) in terms hereof. The said Association Fund money shall not bear any interest and the said amount will be transferred by the Vendor/ Developer to the Association, once it is formed, after adjusting unpaid maintenance charges and other charges, if any.

**7)** Costs, charges and expenses Towards Mutation, Apportionment and Assessment of the Flat/Unit Rs. 5/- per square feet.

**8)** In addition to the aforesaid Extras and Deposits the purchaser shall also pay the GST/Service Tax on aforesaid Extras and Deposits as per prevailing service tax rates.



**IN WITNESS WHEREOF** the parties hereto have hereunto set and subscribed their respective hands and seals the day month and year first above written.

**SIGNED SEALED AND DELIVERED**

at Kolkata in the presence of:

1.

2.

.....  
**SIGNATURE OF OWNERS**

**SIGNED SEALED AND DELIVERED**

at Kolkata in the presence of:

1.

2.

CERTIFIED TO BE TRUE COPY

Jalan Builders Pvt. Ltd.

  
Director

.....  
**SIGNATURE OF VENDOR/DEVELOPER**

**SIGNED SEALED AND DELIVERED**

at Kolkata in the presence of:

1.

2.

.....  
**SIGNATURE OF PURCHASER/S**

**DRAFTED BY:**

**Advocate**

**MEMO OF CONSIDERATION**

**RECEIVED** of and from the within named purchaser within mentioned sum of  
**Rs. \_\_\_\_\_/- (Rupees**  
\_\_\_\_\_ **Only)** being the  
consideration amount in **PART** as per memo below:-

|                              |  |             |
|------------------------------|--|-------------|
| 1.                           | By Cheque No. _____ dated<br>_____ drawn on<br>_____ | Rs. _____/- |
| 2.                           | By Cheque No. _____ dated<br>_____ drawn on<br>_____ | Rs. _____/- |
| <b>TOTAL AMOUNT RECEIVED</b> |  | Rs. _____/- |

**Witness:**

- 1.
  
  
- 2.

.....  
SIGNATURE OF DEVELOPER/VENDOR



DATED ----- DAY OF ----- 20.....

AGREEMENT FOR SALE

BETWEEN

JALAN BUILDERS PVT LTD.  
-----VANDOR/DEVELOPER

&

KHETAWAT PROPERTIES PVT. LTD.  
MR.SURENDRE KUMAR KHETAWAT  
MR. HARSHIT KHETAWAT  
-----OWNERS

&

MR. -----  
-----PURCHASER

FLAT/ UNIT NO. -----

FLOOR - -----

'ALTITUDE' (project name)