

**DRAFT AGREEMENT FOR SALE**

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

AMONGST

1. **Vivek Bulb Industries Private Limited** [PAN \_\_\_\_\_], an existing company under the Companies Act, 2013, having its Registered Office at \_\_\_\_\_, Post Office \_\_\_\_\_, Police Station \_\_\_\_\_, Kolkata- \_\_\_\_\_, District \_\_\_\_\_ being represented by its Director \_\_\_\_\_ [PAN \_\_\_\_\_] [Aadhar No. \_\_\_\_\_], son of \_\_\_\_\_, residing at \_\_\_\_\_, Post Office \_\_\_\_\_, Police Station \_\_\_\_\_ hereinafter after referred to as the “**Owner**”, being Party of the **FIRST PART**.
  
2. **RAV Enclaves LLP**, a Limited Liability Partnership firm incorporated under the Limited Liability Partnership Act 2008 (**LLPIN** \_\_\_\_\_); [PAN \_\_\_\_\_], having its registered office at \_\_\_\_\_, Kolkata- \_\_\_\_\_, Post Office \_\_\_\_\_, Police Station \_\_\_\_\_ (PAN \_\_\_\_\_), being represented by its designated partners, namely, (1) \_\_\_\_\_, son of \_\_\_\_\_, of \_\_\_\_\_, Post Office \_\_\_\_\_, Police Station \_\_\_\_\_ [PAN \_\_\_\_\_] [Aadhar No. \_\_\_\_\_] hereinafter referred to as the “**Developer**” includes successor-in-interest and assigns), being Party of the **SECOND PART**.

Serial number 1 and 2, are collectively known as “**Promoter**”

**AND**

3. \_\_\_\_\_ (PAN \_\_\_\_\_) [Aadhar No. \_\_\_\_\_], son/daughter/wife of \_\_\_\_\_, by faith \_\_\_\_\_, by nationality \_\_\_\_\_, by occupation \_\_\_\_\_, residing at \_\_\_\_\_, Post Office \_\_\_\_\_, Police Station \_\_\_\_\_, PIN – \_\_\_\_\_, District \_\_\_\_\_, \_\_\_\_\_
  
4. \_\_\_\_\_ (PAN \_\_\_\_\_)[Aadhar No. \_\_\_\_\_], son/daughter/wife of \_\_\_\_\_, by faith \_\_\_\_\_, by nationality \_\_\_\_\_, by occupation \_\_\_\_\_, residing at \_\_\_\_\_, Post Office \_\_\_\_\_, Police Station \_\_\_\_\_, PIN – \_\_\_\_\_, District \_\_\_\_\_, \_\_\_\_\_

Both serial number 3 and 4 hereinafter jointly referred to as the “**Allottee**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her/their heirs, executors, administrators, successors-in-interest and permitted assigns), being Party of the **THIRD PART**.

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

Words used herein regardless of the number and gender specifically used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context requires.

**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) **“Regulations”** means the Regulations made under the West Bengal Housing Industry Regulation Act, 2017;
- (d) **“Section”** means a section of the Act.

WHEREAS:

- A. Owner:** Vivek Bulb Industries Private Limited the “Owner” herein, is the recorded owner in respect of **All That** piece and parcel of plots of land measuring 1 (one) *bigha* equivalent to 20 (twenty) *cottah*, more or less, lying, situate at being Municipal Premises No. 22B, Motilal Basak lane, Kolkata-700054, bearing Assessee No. 110310900679, within the limits of Ward No. 31 of the Kolkata Municipal Corporation, Police Station Phoolbagan, District South 24 Parganas, hereinafter referred to as **“Said Premises”**, morefully described in **Part-1** of the **Schedule ‘A’** hereunder.
- B. Development Agreement:** The Owner had approached the Developer herein to develop the Said Premises and both the Owner and Developer have entered into a Development Agreement dated 8<sup>th</sup> August, 2018, registered in the Office of the Additional Registrar of Assurances- I, Kolkata, recorded in Book No. I, being Deed No. 6262 for the year 2018 (**Said Development Agreement**), with the intention of developing and commercially exploiting the Said Premises by constructing a residential/commercial complex comprising of multistoried residential building/s, apartment/flats, open/covered car parking spaces etc (collectively **Said Complex**) capable of being held and enjoyed independently, on the agreed terms and conditions.
- C. Power of Attorney:** Pursuant to the Said Development Agreement, the Owner has simultaneously granted a Power of attorney dated 10<sup>th</sup> April, 2019 registered in the office of the Additional Registrar of Assurances-I, Kolkata, recorded in Book No. I, Volume No. 1901-2019, at Pages 124109 to 124135, being Deed No. 190102489 for the year 2019 for the purpose of the Development Agreement as stated therein.
- D. Competent to enter into this Agreement:** The Promoter is competent to enter into this agreement and the Developer is entitled to develop the Said Complex on the Said Premises and all the legal formalities with respect to the right, title and interest of the Developer regarding the Said Premises on which the Said Complex is to be constructed have been completed.

- E. Approvals:** With the intention of developing and commercially exploiting the "**Said Premises**" by constructing the Said Complex and selling/transferring various apartments/flats/spaces and Parking Spaces therein to the interest Purchasers, the Owner had obtained the layout plan, building plan bearing No. **2014030118** dated **26.02.2015** further revalidated/ revised by the Developer with consent of the Owner being No. \_\_\_\_\_ dated \_\_\_\_\_ and revalidated on \_\_\_\_\_ having Plan Bearing No. \_\_\_\_\_ (**Said Building Sanction Plan**), specifications and approvals for the construction of the Said Complex (including the Said Apartment, Said Parking Space) duly sanctioned by the Competent Authority i.e. **Kolkata Municipal Corporation** which shall include all further sanctions, vertical extensions, modifications, integrations, revalidations and revisions made thereto, if any, from time to time by Kolkata Municipal Corporation and other concerned authorities. The Promoter agrees and undertakes that it shall not make changes to these approved plans except as provided in **Clause 1.6 and Clause 1.8** and as agreed herein and the same in strict compliance with section 14 of the West Bengal Housing Industry Regulation Act, 2017 (West Ben. Act XLI of 2017) and other laws as applicable.
- F. WB HIRA Registration:** The Promoter has registered the Said Complex to be constructed on the Said Premises as a 'Real Estate Project' with the West Bengal Housing Industry Regulatory Authority ("**WBHIRA**") at Kolkata under the provisions of the Act, Rules and Regulations and other circulars and rulings issued thereunder from time to time with the latest Registration No. \_\_\_\_\_. The **Completion Date** of the Said Complex shall be March 2024.
- G. Commencement Date:** The Kolkata Municipal Corporation has granted the commencement certificate to undertake and carry out development of the Said Complex, vide commencement letter dated .
- H. Said Scheme:** The Promoter has formulated a scheme for sale/transfer of the residential apartments and parking spaces (**Said Scheme**). The Said Scheme is based on the legal premise that **(1)** the Promoter has got legal title to the 'Said Premises', **(2)** such sale/transfer of residential apartments, and parking spaces by the Promoter to the Allottee shall be subject to the Allottee paying to the Promoter the agreed Total Price on account therefore as provided hereinafter, which includes the Extra Charges, **(3)** to give perfect title to the Allottee, the Promoter shall enter into an agreement with the Allottee where under the Promoter shall agree to convey its right in respect of the Said Apartment and Said Parking Spaces and **(4)** the agreed Total Price which includes the Extra Charges shall be payable by the Allottee as per the terms herein.
- I. Apartment/Flat:** The Allottee has applied for an Apartment/Flat in the Said Complex, being the allocation of the \_\_\_\_\_ as per Allocation Agreement dated \_\_\_\_\_, vide application no. \_\_\_\_\_ dated \_\_\_\_\_ and has been allotted Residential Apartment No. \_\_\_\_\_, on the \_\_\_\_\_ **Floor along with one servant quarter admeasuring** \_\_\_\_\_

**square feet** having a total carpet area of \_\_\_\_\_ (\_\_\_\_\_) **square feet**, more or less, corresponding to total covered area of \_\_\_\_\_ (\_\_\_\_\_) **square feet**, more or less and total super built up area of \_\_\_\_\_ (\_\_\_\_\_) **square feet**, more or less more particularly described in **Part-2 of Schedule 'A'** below (**Said Apartment**) and the layout of the Said Apartment is delineated in **Red** colour on the **Plan** annexed hereto and marked as **Schedule B** and the Promoter has allotted the Said Apartment in favour of the Allottee vide an Allotment Letter dated \_\_\_\_\_

- J. Said Parking Space:** The right to park medium sized car or standard sized two-wheeler which may be open to sky or covered. The open or covered Parking Space may further be at any place designated for parking of medium sized car or standard sized two-wheeler in the Said Complex and may be at any level/floor including mechanical parking spaces and Multi-Level Parking Spaces (MLCP), if any, and the same may be independent i.e. having direct access from driveway or dependent i.e. not having direct access from driveway. The quantity, type and variant (open/covered) of Said Parking Space, if applied for by the Allottee, is more particularly described in **Part 3 of Schedule A** herein which shall be allotted as per terms provided in **Clause K** below. The expression 'Parking Space' wherever used in this Agreement, unless the context requires otherwise, be deemed to mean the 'Said Parking Space' and both the terms shall be corollary and co-existent with/to each other.

- K. Allotment Terms of Said Parking Space (if any, as applied for by the Allottee):**

The Allottee hereby agrees and confirms that:

- (1) The Allottee shall be eligible for allotment and allocation of the Said Parking Space only upon full and final payment of all sums due by the Allottee in terms of this agreement including but not limited to the amount provided as Total Price for the Said Parking Space and further Allottee abiding all the obligations as provided in this agreement.
- (2) The Allottee will have the right to park a medium sized car or standard sized two-wheeler, as applicable, in the Said Parking Space
- (3) The right to park medium sized car or standard sized two-wheeler in the Said Parking Space of the Complex is not being agreed to be transferred on the basis of any fixed area and location, and the decisions of the Promoter in this regard shall be final and binding on the Allottee and that the Said Parking Space can only be used for parking of a medium sized motor car or standard size two-wheeler vehicle of the Allottee, as applicable, and not for any other purpose.
- (4) The right to park a medium sized car or standard sized two-wheeler in the Said Parking Space would be handed over to the Allottee only after completion of construction of the Said Complex and delivery of

possession of the Said Apartment;

- (5) Unsold parking space(s) at all times, if any, shall continue to remain the property and in possession of the Promoter and the Promoter reserves the right to allot/transfer such unsold parking space(s) to any person for its independent use on the terms and conditions and in the manner as it may in its sole discretion deem fit and proper;

The Allottee hereby accepts each of the above terms and conditions and shall not raise any dispute or objection with regard thereto.

**L. Right to use amenities and facilities by allottee of OAPS:**

- (1) The promoter has absolute authority to allot the Said Parking Spaces to any third party/person, who is not an allottee in the Said Complex, on the terms and conditions as it deems fit and proper at all times ("**Other Allotted Parking Space**" or "**OAPS**"). The OAPS shall have the right to use the common amenities and facilities at the Said Complex as be attributable and appurtenant to the Said Parking Space/s only. The OAPS shall also have the right of ingress and egress by use of the driveways from the entrance leading to the parking space and also the right to use the following, appurtenant to the Said Parking Space/s, at the Said Complex: -
  - i. Entrance Lobby at the Ground Floor;
  - ii. Lift services to and from the MLCP, if any;
  - iii. Illuminated Staircase/Lobby;
  - iv. Common Toilets on the Ground Floor;
- (2) The right to use the above amenities and facilities shall be available for use in common by all the allottees and/or occupiers of Said Apartments and Said Parking Spaces in the Said Complex.
- (3) It is further clarified that the OAPS shall not be entitled to use and also cannot claim to enjoy any other facility or amenity or any common area of the Said Complex other than that which has been specifically mentioned herein.
- (4) The OAPS shall be required to join the Association formed for maintenance and upkeep of the Said Complex.
- (5) The OAPS shall pay to the Promoter/association so formed, as per the demand raised, a Security Deposit calculated @ Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) per month along with applicable GST as advance maintenance charges for the Said Parking Space for a period of 2 years from the date of handover of the same. The Promoter reserves the right to adjust this deposit towards any dues payable by the OAPS on account of maintenance charges before handing over the Security Deposit to the Association.

- (6) The OAPS shall, post the handover of the Said Parking Space, also pay a fixed monthly maintenance charge of Rs. \_\_\_\_/- (Rupees \_\_\_\_\_) plus applicable GST only to the Promoter/ Facility Manager/Association which shall be at liberty to increase the said monthly maintenance charges after every \_\_\_\_ (\_\_\_\_\_) years by a maximum of \_\_\_\_% of the existing monthly rate for maintenance and upkeep of the Common Areas and services used by OAPS in the Said Complex. The Allottee hereby agrees and accepts this and shall not raise any objection whatsoever in future regarding the same.
- (7) As a member, the OAPS shall have voting rights only in matters related to the usage of Said Parking Space only. Accordingly, the Association shall involve the OAPS and take his/her consent in all matters related to the usage of Said Parking Space and for no other matter.

- M. Land Share:** The undivided, impartible, proportionate and variable share in the **Said Premises**, as be attributable and appurtenant to the Said Apartment. The Land Share is to be/shall be derived by taking into consideration the proportion, which the carpet area of the Said Apartment bears to the total carpet area of the Said Complex.
- N. Share in Common Areas:** Undivided, impartible, proportionate and variable share and/or interest in the common portions, amenities and facilities at the Said Complex in the Said Premises as be attributable and appurtenant to the Said Apartment. The common portions, amenities and facilities are being described in **Schedule 'E'** below (collectively **Common Areas**). The Allottee hereby consents and confirms that the Common Areas shall be available for use in common with all the allottees and/or occupiers of apartments (collectively **Complex Co-Owners**) and allottees of OAPS at the Said Complex as per provisions laid down below.
- O. Carpet Area:** Carpet Area of an apartment shall mean the net usable floor area of the apartment excluding the area covered by the external walls, areas under services shafts exclusive balcony or verandah area and exclusive open terrace area but shall include the area covered by the internal partition walls of the apartment.
- P. Association:** An Association to be formed in accordance with the applicable acts, and Bye Laws alongwith the Rules as framed by the Promoter, at its sole discretion, for the purpose of managing the Said Complex and shall be managed by the Facility Manager/Association.
- Q. Facility Manager:** The management and upkeep of the Common Areas including the facilities and amenities as also the day to day affairs of the Said Complex may be entrusted to a professional facility management individual/organisation/body to be appointed by the Promoter/Association.

- R. Architect:** Architect shall mean M/s Mass & Void, having its office at 56, Christopher Road, Ektaa Hibiscus, Unit No.4B, 4th Floor, Kolkata-700046 , Architect under the provisions of Architect Act, 1972 or any other person or firm or Company as may be appointed by the Promoter from time to time.
- S. Deemed Date of Possession:** In case the delivery of physical possession of the Said Apartment and Said Parking Space, if any, is withheld by the Promoter on any grounds/reasons, the physical possession of the Said Apartment and Said Parking Space, if any, shall be deemed to have been taken by the Allottee on the Deemed Date of Possession as indicated in the **Notice of Possession** irrespective of the date when the Allottee takes physical possession of the Said Apartment and Said Parking Space, if any.
- T. Booking Amount:** Booking Amount shall mean and include Application money or any other money paid by the Allottee at the time of application for booking of the Said Apartment and Said Parking Space (if any, as applied for by the Allottee) in the Said Complex.
- U. Right of Said Signage:** The Allottee has no objection nor will at any time be entitled to raise any objection to any hoardings, neon sign, billboards, advertisements, signage (of any size and constructed of any material and the same, with or without illumination) of the brand name "AG Group" (**Said Signage**) of the Developer being erected on the roof and/or the parapet walls and/or the facade of the Said Complex and also the boundary walls of the Said Complex. The space for the Said Signage shall be deemed to have been excluded out of the subject matter of sale and shall always belong to the Promoter. The Promoter shall maintain the Said Signage at its own cost and in this regard, the Facility Manager, shall have no connection with such maintenance. If the Said Signage is illuminated, the Developer shall bear the charges for actual electricity consumed for illumination on the basis of a separate meter specifically installed for this purpose. Neither the Allottee nor the Allottee's successor-in-interest shall at any time do any act, deed or thing which hinders the absolute and unfettered right of the Developer to put up the Said Signage and enjoy the benefits of the Said Signage. It is clarified that for the purpose of maintaining and managing of the Said Signage, the Developer and/or the men and agents of the Developer shall have the right of access to the areas in which the Said Signage are constructed and/or installed and the same without any obstruction or hindrance either from the Allottee or the Facility Manager for all times to come. The Allottee further agrees not to use the name/mark "AG UNIQUE" in any form or manner, in any medium (real or virtual), for any purpose or reason whatsoever save and except for the purpose of address of the Said Apartment and if the Allottee does so, the Allottee shall be liable to pay damages to the Developer and shall further be liable for prosecution for use of such mark.
- V. Rights Confined to the Said Apartment And Appurtenances:** The Allottee agree, declare and confirm that the right, title and interest of the Allottee is and shall be confined only to the Said Apartment and the properties Appurtenant thereto and that the Promoter shall at all times be



entitled to deal with and dispose of all other Apartments, parking spaces and portions of the Said Complex and proportionate share of the Said Premises in favor of third parties at its sole discretion, which the Allottee hereby accepts and to which the Allottee, under no circumstances, shall be entitled to raise any objection.

- W. Extension/Addition:** The Allottee upon perusal of the Act and other terms and conditions of this Agreement hereby specifically agree, declare and confirm that notwithstanding anything contained in this Agreement, the Allottee has no objection and shall under no circumstances have any objection to the Promoter (1) integrating/adding (notionally or actually) other lands to the Said Complex and in this regard to demolish boundary walls and affix gates wherever necessary and connecting existing roads to future roads and (2) granting all forms of unfettered and perpetual proportionate right of use over the Common Areas to third parties. The Allottee further declare and confirm they have agreed and accepted the above various terms and conditions and also that the Promoter and its successors-in-interest/title shall have unfettered and perpetual easements over, under and above all Common Areas including roads, passages and all open spaces in the Said Complex with right to connect the same to new roads and passages comprised in other lands integrated/added to the Said Complex and no further written consent by the Allottee shall be required for the same, in pursuance of the Act or otherwise.
- X. Electricity Meter for Common Areas:** The Allottee shall pay to the Promoter the proportionate amount of the security deposit and all other billed charges of the supply agency for providing electricity meter to the Common Areas on actual basis.
- Y. Extras:** The Allottee hereby understand and agrees to pay to the Developer the following charges related to maintenance, electricity, property taxes, Legal charges, registration charges and/or such other development charges as mentioned herein morefully described under Part 3 of Schedule C herein below along with applicable taxes as per the demand notice raised by the Developer.
- a. Generator:** Stand-by Diesel Generator (DG) for power back up facility at the Said Complex for running the basic electric appliances in the Apartments shall be provided. The Allottee shall pay **Rs. \_\_\_\_\_** (Rupees) per KVA only or the actual cost whichever is higher towards costs of installation of the DG Set to the Promoter. The Promoter or the Facility Manager/Association shall make suitable mechanism for payment of DG usage charges by the Allottee of power.
- b. Security Deposit:** The Allottee shall pay to the Promoter an interest free security deposit of **Rs. \_\_\_\_\_/-** (Rupees \_\_\_\_\_) only of the total Carpet Area. The Promoter reserves the right to adjust this deposit towards any dues payable by the Allottee on account of maintenance charges or electricity charges or any other charges/deposits related to maintenance

and/or electricity supply. This deposit, after adjustment of dues, if any, without interest, will be transferred/handed over by the Promoter to the Flat Owner's Association or the maintenance body at the time of handing over the charge of maintenance and management of the Common Areas and facilities of the Said Complex.

- c. Taxes:** The Allottee shall pay to the Promoter amounts of the G.S.T, Works Contract Tax, duties, levies and all other tax and imposition levied by the State Government, Central Government or any other authority or body on the Promoter, from time to time, proportionately, if levied as a whole on the Said Complex and wholly, if levied specifically on the Said Apartment. The applicable taxes shall be paid at the present/prevaling rates. Due to increase or escalation in applicable taxes, the Allottee shall be liable to pay the increased taxes as per the demand raised by the Promoter. The Allottee further agrees that in case of any decrease/reduction in the applicable taxes the Promoter shall not be liable to refund or compensate the same to the Allottee in any manner whatsoever and Total Price shall remain unaffected.
- d. Legal Charges:** Supriyo Basu & Associates, Advocates having its office at \_\_\_\_\_ being the advocates of the Promoter and also the Project Advocate (**Legal Advisors**) have drawn this Agreement and shall draw all further documents. The Allottee shall be required to pay to the Promoter documentation charges, fees along with GST as applicable for **Rs.** \_\_\_\_\_/- (Rupees \_\_\_\_\_) only for the Said Apartment and Said Parking Space (if any, as applied by the Allottee) as provided in **Part 3 of Schedule C**. The fee and costs shall be paid to the Promoter 50% of the Legal Charges at the time of signing of this Agreement and 50% on the Registration of Deed of Conveyance, who shall do all accounting with the Legal Advisors.
- e. Stamp Duty and Registration Charges:** The Allottee shall have to mandatorily pay the applicable amount for Stamp Duty and Registration Charges and all other applicable charges to the statutory authority through the Promoter or directly to the concerned Authority for registering this agreement and/or the Deed of Conveyance as per the West Bengal Stamp Duty Rules as notified at the time of registration of this Agreement and/or Deed of Conveyance as per the provisions of WBHIRA, 2017.
- f. Miscellaneous Registration Charges:** In addition to the above, a fixed miscellaneous charge as provided in **Part 3 of Schedule C** for each instance of registration of this Agreement/Transfer Deeds plus GST amounting to **Rs.** \_\_\_\_\_/- (Rupees \_\_\_\_\_) has to be paid to the Promoter by the Allottee (**Miscellaneous Registration Charges**). All such Stamp Duty and Registration Charges and Miscellaneous Registration Charges shall be compulsorily paid by the Allottee to the Promoter 15 (fifteen) days prior to the date of execution and registration of this agreement.
- g. Municipal Tax Deposit:** The Allottee shall pay to the Promoter at the time of taking Possession a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_)

\_\_\_\_\_ ) [being calculated @ Rs.\_\_\_\_\_/ - (Rupees \_\_\_\_ ) per square feet per month, on the carpet area of the Said Apartment], for a period of 24 (Twenty Four) months, from the Date of Possession Notice, towards deposit for Municipal Tax Deposit.

- h. Maintenance Deposits:** Interest free Deposit on account of maintenance charges, shall be paid at the time of taking Possession, calculated @ Rs.\_\_\_\_\_/ - (Rupees \_\_\_\_\_) per square feet per month on the carpet area of the Said Flat, for a period of 24 (Twenty Four) months, from the Date Of Possession Notice.
- i. Development Charges:** The Allottee shall pay to the Promoter the proportionate share of the cost incurred by the Promoter plus GST towards internal development charges and external development charges in the Said Complex which shall be provided upon request of the Allottee and other apartment owners of the Project and the same is not mentioned in the Specifications described Under Schedule E hereunder.
- Z. Completion of Sale:** The Sale in respect of the Said Apartment and Said Parking Space, if any, and Appurtenances shall be completed by execution and registration of Sale deed in favour of the Allottee provided the Allottee tenders all the terms and conditions of this Agreement and pays in time the Total Price and all other amounts required to be paid by the Allottee as per the terms herein recorded. The Allottee shall be bound to have the Conveyance deed of the Said Apartment and Said Parking Space, if any and Appurtenances executed and registered on or before the Deemed Date Of Possession, failing of which, exclusive physical possession of the Said Apartment, Parking Space, if any And Appurtenances shall not be delivered to the Allottee, although the Allottee shall become liable for payment of Maintenance Charges and Rates & Taxes from the Date Of Possession Notice and in addition, all statutory taxes and penalties shall also be borne and paid by the Allottee. Till execution and registration of the proposed deed of Sale/Conveyance in respect of the Said Apartment, Said Parking Space, if any, and Appurtenances, the Allottee herein shall not be entitled to any right, title or interest in respect of the Said Apartment and Appurtenances.
- AA.** The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein:
- (1) The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Said Complex;
  - (2) 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;

- (3) In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase in respect of the Said Apartment and the Said Parking Space, if any, as applied for by the Allottee.

NOW THEREFORE, in consideration of the mutual representation, 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 agrees to sell to the Allottee and the Allottee hereby agrees to purchase the Said Apartment as specified in **Schedule B** and Said Parking Space, if any.
- 1.2 The Total Price (Said Apartment) amounts to **Rs.** \_\_\_\_\_/- (Rupees \_\_\_\_\_) only plus GST as payable, Total Price (Parking Space) amounts to **Rs.** \_\_\_\_\_/- (Rupees \_\_\_\_\_) only plus GST as payable amounts to **Rs.** \_\_\_\_\_/- (Rupees \_\_\_\_\_) only payable to the Promoter. The Extra Charges amounting to **Rs.** \_\_\_\_\_/- (Rupees \_\_\_\_\_) only plus GST as payable to the Developer at the time of Possession amounts to **Rs.** \_\_\_\_\_/- (Rupees \_\_\_\_\_), all are collectively hereinafter referred to as the **"Total Price"**.
- 1.3 The Total Price above includes the booking amount paid by the Allottee to the Promoter towards the Said Apartment and the Said Parking Space, if any;
- (i) The Total Price above includes the Extra Charges as provided in Part 3 of Schedule C hereunder, Taxes, consisting of tax paid or payable by the Promoter by way of GST or any other similar taxes which may be levied as on date, in connection with the construction of the Said Complex payable by the Promoter, by whatever name called up to the date of handing over of possession of the Said Apartment and Said Parking Space to the Allottee and the Said Complex to the association of Allottee or the competent authority, as the case may be, after obtaining completion certificate.

Provided that in case there is any increase/addition in the taxes, the subsequent amount payable by the Allottee to the Promoter shall be changed/modified 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 Said Complex as per registration with the Authority, which shall include the extension of registration, if any, granted to the Said Complex by the Authority, as per the Act, the same shall not be charged from the Allottee;

- (ii) The Promoter shall periodically intimate or demand in writing to the Allottee, the amount payable as stated above as per the construction activity of the respective floors of the new building at its discretion and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein (**Demand Letter**). In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
- (iii) The Total Price shall mean and include the Total Price (Said Apartment and Said Parking Space, if any, as applied for by the Allottee) and Total Extra Charges in relation to the Said Apartment and it also includes recovery of price of land, construction of not only the Said 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 fire fighting equipment in the Common Areas, maintenance charges and includes cost for providing all other facilities, amenities and specifications to be provided within the Said Apartment and the Said Complex. It is clarified that Total Price (Said Apartment) and Total Price (Parking Space) shall also mean and include Total Price (Said Apartment and Said Parking Space).
- (iv) The Allottee is fully aware and is satisfied with the basis of calculation, the amount of GST and other taxes calculated and forming part of the Total Price as per the applicable tax rates and has agreed to pay accordingly.
- (v) The Total Price is escalation-free, save and except increases, which the Allottee hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other taxes/charges, which may be levied or imposed by the competent authority from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/ taxes/charges imposed by the competent authorities, the Promoter shall enclose the Said notification/order/rule/ regulation to that effect along with the demand letter being issued to the Allottee, which shall only be applicable on subsequent payments. Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the Said Complex as per registration with the Authority, which shall include the extension of registration, if any, granted to the Said Complex by the Authority as per the Act, the same shall not be charged from the Allottee.

1.4 The Allottee shall make the payment as per the payment plan set out in **Part 4 of Schedule C ("Payment Plan")** hereunder. The Allottee has opted for the payment plan as indicated in the Application form. The Allottee agrees and accepts that the Promoter may permit for any change in the

Payment Plan, on the written application of the Allottee, at the sole and absolute discretion of the Promoter and the same with such conditions as it may deem fit including the payment of additional amount of **Rs.** \_\_\_\_\_/- (Rupees \_\_\_\_\_) including GST as applicable to the Promoter.

- 1.5 The Allottee shall without raising any objection of any nature whatsoever, pay the amounts of electricity charges, maintenance charges, rates and taxes and other outgoings on account and in respect of the Said Apartment and demand for payment raised by the Promoter for the payment as per the Payment Schedule described in **Part 4** of **Schedule "C"** of this Agreement, within 15 (fifteen) days of presentation of demand notice or bill on account therefore, failing which the Allottee shall without prejudice to the other rights of the Promoter, pay interest at the rate prescribed in the Rules of Section 13 of the Act, calculated from the date on which the amount would fall due upto the date of payment, both days inclusive. Part payment will not be accepted after the due dates. The Allottee also admit and accepts that in the event any of the amounts/bills remaining outstanding for more than 2 (two) months, all common services to the Said Apartment of the Allottee shall be discontinued and/or the Allottee also be debarred from the benefits of the common facilities.
- 1.6 The Allottee has agreed that for the benefit of the Said Complex, the Promoter shall be allowed to make any additions and alterations in the sanctioned plans, layout plans and specifications of the Said Complex including the Common Areas without changing the layout, specification and carpet area of the Said Apartment as may be necessary due to architectural and structural reason on recommendation of the Architect. The Allottee unconditionally accepts the same and shall not raise any objection whatsoever in this regard.
- 1.7 The Allottee has also perused the sanctioned plans, layout plans and specifications of the Said Complex including the Common Areas and hereby agree, confirm and gives his/her/their consent to the same without any demur and/or objection.
- 1.8 The Promoter, by furnishing details of the changes, if any, in the carpet area, shall confirm the final carpet area of the Apartment that has been allotted to the Allottee after the construction of the Said Complex is complete and the occupancy certificate or such other certificate, by whatever name called is issued by the competent authority. The Total Price payable for the carpet area shall be recalculated upon confirmation by the Promoter, if there is reduction in the carpet area then the Promoter shall refund the excess money paid by Allottee within forty-five days with annual interest at the rate prescribed in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the Apartment, allotted to Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in **Part 4** of **Schedule C**. All these monetary adjustments shall be made at the same rate per square feet as agreed in this Agreement.

- 1.9 Subject to **Clause 9.3** the Promoter agrees and acknowledges, the Allottee shall have the right to the Said Apartment as mentioned below:
- (i) The Allottee shall have exclusive title to the Said Apartment;
  - (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share interest of Allottee in the Common Areas is undivided and cannot be divided and/or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall hand over the Common Areas to the association of Allottee after duly obtaining the completion certificate from the competent authority as provided in the Act;
  - (iii) That the computation of the price of the Said Apartment includes recovery of price of land, construction of not only the Apartment but also the Common Areas/Portions, 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, maintenance charges etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Said Apartment and the Said Complex;
  - (iv) The Allottee has the right to visit the Said Complex site to assess the extent of development of the Said Complex and his/her/their Apartment.
- 1.10 It is clarified by the Promoter and the Allottee agrees that the Said Apartment along with the Said Parking Space, if any, shall be treated as a single indivisible unit for all purposes. It is agreed that except as provided herein the Said Complex is an independent, self-contained project covering the Said Premises and is not a part of any other project or zone and shall not form a part of and/or linked/combined with any other project in its vicinity or otherwise except for the purpose of integration of infrastructure for the benefit of the Allottee. It is again clarified that except as herein already provided and agreed by the Allottee, Said Complex's facilities and amenities shall be available only for use and enjoyment of the Allottee of the Said Complex.
- 1.11 The Promoter agrees to pay all outgoings before transferring the physical possession of the Said Apartment and Said Parking Space, if any, to the Allottee, which it has collected from the Allottee, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Said Complex). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottee or any

liability, mortgage loan and interest thereon before transferring the Said Apartment and Said Parking Space, if any, to the Allottee, the Promoter agrees to be liable, even after the sale of the same, to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such authority or person.

- 1.12 The Allottee has paid a sum of **Rs.** \_\_\_\_\_/- (Rupees \_\_\_\_\_) being part payment towards the Total Price, the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining of the Total Price as per the **Payment Plan (Part 4 of Schedule C)** and as may be demanded by the Promoter within the time and in the manner specified therein. Provided that if the Allottee delays in payment towards any amount which is payable, they shall be liable to pay interest at the rate prescribed in the Rules.
- 1.13 The Allottee accepts and confirms that (1) the Land Share and the Share in Common Areas is a notional proportion that the Said Apartment bears to the currently proposed area of the Said Complex (2) if the area of the Said Complex is recomputed by the Promoter or by the Promoter integrating/adding (notionally or actually) other lands to the Said Premises (which the Promoter shall have full right to do and which right is hereby unconditionally accepted by the Allottee), then the Land Share and the Share In Common Areas shall vary accordingly and proportionately and the Allottee shall not question any variation (including diminution) therein (3) the Allottee shall not demand any refund of the Total Price paid by the Allottee on the ground of or by reason of any variation of the Land Share and the Share In Common Areas and (4) the Land Share and the Share in Common Areas shall not be divisible and partible and the Allottee shall accept (without demur) the proportionate share with regard to various matters, as be determined by the Promoter, in its absolute discretion.
- 1.14 The Allottee admits and accepts that the Allottee and other Complex Co-Owners shall form the Association and the Allottee shall become a member thereof. The Allottee shall bear and pay the proportionate expenses of the Association and shall acquire and hold membership with voting rights and in this regard the Allottee shall sign, execute and deliver necessary applications and all other papers, declarations and documents as may be required. The Allottee hereby irrevocably authorizes and empowers the Promoter to take appropriate steps on behalf of the Allottee for formation and registration of the Association. Notwithstanding formation of the Association, the Facility Manager shall look after the maintenance of the Common Areas. Each Complex Co-Owner shall be entitled to cast a vote at the meetings of the Association, irrespective of the size of his/her/their Apartment.
- 1.15 If any structural work or any other workmanship in the Said Apartment is claimed to be defective by the Allottee either at the time of possession or within a period of 60 (sixty) months from the date of delivery of possession/deemed date of possession, the matter shall be referred to the Architect and the decision of the Architect in this regard shall be final and binding on the Parties. If directed by the Architect, the Promoter shall at its



own costs remove the defects. However, this shall in no manner entitle the Allottee to refuse to take possession of the Said Apartment and if the Allottee does so, the possession date called for by the Promoter in the possession letter or the Notice for possession shall be considered the **Deemed Possession** as contained in Possession Clauses and all the condition of the possession taken by the Allottee shall apply and all consequences mentioned therein shall follow.

Provided hereby clarified that the Promoter shall not be liable for any such defects if the same have been caused by reason of the default and/or negligence of the Allottee and/or any other Allottee in the Said Complex or acts of third party(s) or on account of any force majeure events including on account of any repairs / redecoration / any other work undertaken by the Allottee and/or any other Allottee/person in the Said Apartment. The Allottee is/are aware that the Said Complex is a monolithic structure and any change(s), alteration(s) including breaking of walls or any structural members or the construction of any new wall or structural member may adversely impact the Said Complex at various places or in its entirety and hence any change(s) or alteration(s) as mentioned hereinabove will result in immediate ceasing of the Promoter's obligation to rectify any defect(s) or compensate for the same as mentioned in this Clause and the Allottee and/or the association of Allottee shall have no claim(s) of whatsoever nature against the Promoter in this regard.

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

- 2.1 Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter only on behalf of the Promoter and the same within the stipulated time as mentioned in the Payment Plan mentioned in Part 4 of Schedule 'C' for Said Apartment and for Said Parking Space (if any, as applied for by the Allottee) hereunder and the same through A/c Payee cheque/demand draft/bankers cheques or online payment (as applicable) in favour of the Promoter payable at Kolkata.
- 2.2 In the event of the Allottee obtaining any financial assistance and/or housing loan from any bank/ financial institution, the Promoter shall act in accordance with the instructions of the bank/ financial institution in terms of the agreement between the Allottee and the Bank/ financial institution **SUBJECT HOWEVER** that such bank/financial institution shall be required to disburse/pay all such amounts due and payable to the Promoter under this Agreement and in no event the Promoter shall assume any liability and/or responsibility for any loan and/or financial assistance which may be obtained by the Allottee from such bank/ financial institution.
- 2.3 **Timely payment** of all the amounts payable by the Allottee under this Agreement (including the Total Price), is the **essence of the contract**. An intimation forwarded by the Promoter to the Allottee that a particular milestone of construction has been achieved shall be sufficient proof

thereof. The Promoter demonstrating dispatch of such intimation to the address of the Allottee as stated at **Clause 29 (Notices)** hereunder shall be conclusive proof of service of such intimation by the Promoter upon the Allottee, and non-receipt thereof by the Allottee/s shall not be a plea or an excuse for non-payment of any amount or amounts.

- 2.4 In the event of delay and/or default on the part of the Allottee in making payment of any GST, Service Tax, TDS or any other tax, levies, cess etc., then without prejudice to any other rights or remedies available to the Promoter and/or the under this Agreement or under applicable law, the Promoter shall be entitled to adjust against any subsequent amounts received from the Allottee, the Said unpaid tax levy, cess etc. along with interest, penalty etc. payable thereon, from the due date till the date of adjustment.

### **3. COMPLIANCE OF LAW RELATING TO REMITTANCE:**

- 3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendments/modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/ transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve of Bank of India, he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.
- 3.2 The Promoter accepts no responsibility in regard to matters specified in **Clause 3.1** above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any under the applicable laws. The Promoter shall not be responsible towards any third party making payment, remittances on behalf of any Allottee and such third party shall not have any right in the application/allotment of the Said Apartment applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

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

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

**5. TIME IS ESSENCE:**

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

The Allottee shall timely pay all the amounts payable by the Allottee under this Agreement including the Total Price which is the **essence of this contract**.

**6. CONSTRUCTION OF THE SAID COMPLEX / SAID APARTMENT:**

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Said Apartment and accepted the floor plan, payment plan and the specifications, amenities and facilities as per Schedule D and Schedule E hereunder, which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Said Complex in accordance with the Said layout plans, floor plans and specifications, amenities and facilities, subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by such competent authority and shall not have an option to make any variation /alteration/modification in such plans, other than in the manner provided under this Agreement.

**Roof:** The ultimate roof of the Said Building shall mean the roof which will be for the common use of all the allottees of the Said Complex. The Promoter shall have the right of putting up signage and hoarding including neon sign of its name/logo/brand or the name of its segment or affiliates, as well as its products, on the roof of the Said Building or walls or common areas of the Said Complex at its sole discretion.

**7. POSSESSION OF THE SAID APARTMENT:**

- 7.1 **Schedule for possession of the Said Apartment-** The Promoter agrees and understands that timely delivery of possession of the Said Apartment to the Allottee and the Common Areas to the association of Allottee or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to hand over possession of the Said Apartment along with ready and complete Common Areas with all specifications, amenities and facilities of the Said Complex in place on or before December 2023

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, insurrection, civil unrest, any rule or notification of the Government or any other public authority or any Act of the Government such as change in legislation or enactment of new law, restrictive Governmental laws or regulations ("**Force Majeure**"). If, however, the completion of the Said Complex is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Said Apartment.

Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the Said Complex 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 Allottee (after deduction of any statutory charges payable to any authority for the time being in force) within 45 (Forty Five) days from that termination/cancellation date. The Promoter shall intimate the Allottee about such termination at least 30 (thirty) days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/she/they shall not have any right, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

The Possession Date has been agreed and accepted by the Allottee. However, if the Said Apartment is made ready prior to the Completion Date, the Allottee undertakes(s) and covenant(s) not to make or raise any objection to the consequent preponement of his/her payment obligations, having clearly agreed and understood that the payment obligations of the Allottee are linked inter alia to the progress of construction.

7.2 **Procedure for taking possession** - The Promoter, upon obtaining the occupancy certificate/completion certificate from the competent authority or upon completion of construction of the Said Complex as per the Specifications hereunder written shall offer in writing the possession of the Said Apartment, to the Allottee in terms of this Agreement to be taken within 15 (fifteen) days from the date of issue of occupancy certificate/completion certificate or such completion of the construction of the Said Complex. 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 and continue to pay the same even after the issuance of the completion certificate for the Said Complex. The Promoter shall hand over copy of the occupancy certificate/completion certificate of the Said Apartment, to the Allottee/Association at the time of handover of the Said Apartment.

7.3 **Failure of Allottee to take Possession of Said Apartment-** Upon receiving

a written intimation from the Promoter (Notice of Possession) as per Clause 7.2, the Allottee shall take possession of the Said Apartment from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoter shall give possession of the Said Apartment to the Allottee. In case the Allottee fails or neglects to take possession of his/her Flat as and when called upon by the Promoter or where physical delivery has been withheld by the Promoter on grounds that the Allottee(s) fails to pay the entire payment as per the Payment Plan stated in Schedule C of this Agreement within the time provided in Clause 7.2, such Allottee shall be liable to pay to the Promoter **guarding charges** inclusive of GST @ **Rs. \_\_\_\_\_/-** (Rupees \_\_\_\_\_) only per month and the maintenance charges as charged by the Promoter on and from the deemed date of possession till the date when the physical possession is taken over by the Allottee. The Allottee shall also pay the charges for maintenance and management of Common-Areas and facilities and applicable municipal rates & Taxes commencing from the Deemed Date of Possession in addition to the guarding charges, if any.

- 7.4 **Possession by the Allottee** - After obtaining the occupancy certificate/completion certificate and handing over physical possession of the apartments 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;
- 7.5 **Cancellation by Allottee** - The Allottee shall have the right to cancel/withdraw their allotment in the Said Complex as provided in the Act:

Provided that where the Allottee proposes to cancel/withdraw from the Said Complex without any fault of the Promoter, the Promoter herein shall be entitled to forfeit the Booking Amount (Said Apartment and Said Parking Space) paid for the provisional allotment and applicable taxes paid by the Allottee to the Promoter. The balance amount of money paid by the Allottee shall be returned by the Promoter to the Allottee within 45 (forty five) days of such cancellation.

- 7.6 **Compensation** - The Promoter may compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the Said Complex is being developed or has been developed, in the manner as provided under the Act.

Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the Said Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified in Clause 7.1; or (ii) due to discontinuance of his/her/their 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 Allottee, in case the Allottee wishes to withdraw from the Said Complex without prejudice to any other remedy available, to return the total amount received by them in respect of the Said Apartment,

with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within 45 (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 Said Apartment and Said Car Parking Space which shall be paid by the Promoter to the Allottee within 45 days of it becoming due.

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

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

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

- (ix) At the time of execution of the sale deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Said Apartment to the Allottee and the Common Areas to the association of allottees or the competent authority, as the case may be;
- (x) The Said Premises 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 same;
- (xi) The Promoter have duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the Said Complex to the competent Authorities till the completion certificate has been issued and possession of Said Apartment , along with Common Areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee and the association of Allottee or the competent authority, as the case may be in accordance with the terms and conditions of this Agreement;
- (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 Premises and/or the Said Complex.

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

- 9.1 Subject to the Force Majeure clause, the Promoter shall be considered under a condition of Default, in the following events:
- (i) Promoter fails to provide ready to move in possession of the Said Apartment to the Allottee within the time period specified in Clause 7.1 or fails to complete the Said Complex within the stipulated time disclosed at the time of registration of the Said Complex with the Authority. For the purpose of this Clause 'ready to move in possession' shall mean that the Said Apartment shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed by and between the parties, and for which occupancy certificate and/or completion certificate, as the case may be, has been issued by the competent authority;
  - (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.
- 9.2 In case of Default by Promoter under the conditions listed above, Allottee is entitled to the following:

- 9.2.1 Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest; or
- 9.2.2 The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the Said Apartment, along with interest at the rate prescribed in the Rules within 45 (forty five) days of receiving the termination notice;

Provided that where an Allottee does not intend to withdraw from the Said Complex or terminate the Agreement, he shall be paid, by the Promoter, interest at the rate prescribed in the Rules, for every month of delay till the handing over of the possession of the Said Apartment, which shall be paid by the Promoter to the Allottee within 45 (forty five) days of it becoming due.

- 9.3 The Allottee shall be considered under a condition of Default, on the occurrence of the following events:
- 9.3.1 In case the Allottee fails to make payments for consecutive demands made by the Promoter as per the Payment Plan provided in **Schedule C** annexed hereto, despite having been issued notice in that regard, the Allottee shall be liable to pay interest to the Promoter on the unpaid amount at the rate prescribed in the Rules;
- 9.3.2 In case or Default by Allottee under the condition listed above continues for a period beyond 60 (sixty) days after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Said Apartment in favour of the Allottee and refund the money paid to it by the Allottee by deducting the booking amount (Apartment and Parking Space, if any) and applicable taxes along with the interest liabilities and this Agreement shall thereupon stand terminated;

Provided further that, the Promoter shall intimate the Allottee in writing about such termination within thirty days from the date of termination.

It is further clarified that on and from the date of refund of the amount as mentioned in clause 9.2 and 9.3 above as the case may be this agreement shall stand cancelled automatically without any further act from the Allottee and the Allottee shall have no right, title and/or interest on the Said Apartment, Said Parking Space (if any), said Project/Complex and/or the Said Premises or any part or portion thereof and the Allottee shall further not be entitled to claim any charge on the Said Apartment and/or any part thereof in any manner whatsoever notwithstanding the fact that this agreement is being registered and it is further to confirm and record that the Allottee shall not insist upon registered cancellation or challenge the fact of cancellation on the ground that such cancellation has not been separately recorded in any registered instrument. The effect of such termination shall be binding and conclusive on the Parties.



Upon the termination of this Agreement, the Allottee shall have no claim of any nature whatsoever on the Promoter and/or the Said Apartment and Appurtenances and the Promoter shall be entitled to deal with and/or dispose off the Said Apartment and Appurtenances at its discretion as it may deem fit and proper.

- 9.3.3 For avoidance of doubt, it is hereby clarified that the Promoter shall not be held liable, in any manner whatsoever, for any delay in receipt/non-receipt of any refund by the Allottee in accordance with the terms of this Agreement, for any reason, including but not limited to, any delay by the Indian Postal Authority or due to change in address of the Allottee (save as provided in this agreement) or loss in transit.

## 10. CONVEYANCE OF THE SAID APARTMENT:

The Promoter on receipt of the Total Price and all other sums due under this Agreement from the Allottee, shall execute a Conveyance Deed and convey the title in respect of the Said Apartment and Said Parking Space (if any) together with proportionate indivisible share in the Common Areas within 45 (Forty-Five) days from the date of issuance of the occupancy certificate and/or the completion certificate, as the case may be, to the Allottee:

Provided further that, in the absence of local law, the Conveyance deed in favour of the Allottee shall be carried out by the Promoter within 45 (Forty-Five) days from the date of issue of occupancy certificate and/or completion 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.

- 10.1 **Nomination by Allottee with Consent:** The Allottee admits and accepts that before execution and registration of Conveyance deed of the Said Apartment And Appurtenances, the Allottee shall be entitled to nominate, assign and/or sell the Allottee's right, title, interest and obligations under this Agreement on payment of 5% (Five percent) of the market price in respect of the Said Apartment and Said Parking Space (if any) and appurtenances as may be prevailing at that time (to be determined by the Promoter) plus the amount of applicable taxes as nomination charge to the Promoter **subject to** the covenant by the nominee that the nominee shall strictly adhere to the terms of this Agreement and shall obtain prior written permission of the Promoter and that the Allottee and the nominee shall be bound to enter into a tripartite agreement with the Promoter and the additional stamp duty and additional registration expenses, if any shall be borne by the Allottee and/or the Allottee's nominee.
- 10.2 **No Nomination Charges for Parent, Spouse and Children:** Subject to the approval and acceptance of the Promoter **and subject to** the above conditions, the Allottee shall be entitled to nominate, assign and/or sell the Allottee's right, title and interest and obligations under this Agreement to

parent, spouse and children, without payment of the aforesaid nomination charge.

- 10.3 **Additional Legal Fee:** The Allottee shall pay an additional legal fee of **Rs. \_\_\_\_\_/-** (Rupees \_\_\_\_\_) plus GST as applicable to the Promoter towards the aforesaid tripartite agreement and nomination agreement, if any respectively.

**11. MAINTENANCE OF THE APARTMENTS / SAID COMPLEX:**

The Promoter shall be responsible to provide and maintain essential services in the Said Complex till the taking over of the maintenance of the Said Complex by the association of allottees upon the issuance of the completion certificate of the Said Complex. The Allottee shall pay to the Promoter the deposit towards advance maintenance charges amounting to **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_)** only exclusive of GST as provided in **Part 3 of Schedule C**. Apart from the advance maintenance charges as provided above, the Allottee shall be required to pay month by month and every month the maintenance charges as may be fixed by the Promoter/Association for and on account of maintenance of the Said Complex, which would be made available at the Said Complex.

**12. DEFECT LIABILITY:**

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, subject to Clause 1.15 and proviso thereat

**12.1 Decision of Architect Final:** If any structural work or any other workmanship in the Said Apartment is claimed to be defective by the Allottee, at the time of possession or within a period of 5 years from the date of delivery of possession/deemed date of possession, the matter shall be referred to the Project Architect and the decision of the Project Architect shall be final and binding on the Parties. If directed by the Project Architect, the Promoter shall at its own costs remove the defects.

**12.2 Default and/or negligence of the Allottee:** It is clarified that the Promoter shall not be liable for any such defects if the same have been caused by reason of the default and/or negligence of the Allottee and/or any other Allottee in the Said Complex or acts of third party(s) or on account of any force majeure events including on account of any repairs / redecoration / any other work undertaken by the Allottee and/or any other Allottee/person in the Said Apartment or in the Said Complex. The Allottee is/are aware that the Said Complex is a monolithic structure and any change(s), alteration(s) including

breaking of walls or any structural members or the construction of any new wall or structural member may adversely impact the Said Complex at various places or in its entirety and hence any change(s) or alteration(s) as mentioned hereinabove will result in immediate cessation of the Promoter's obligation to rectify any defect(s) as mentioned in this Clause and the Allottee and/or the association of Allottee shall have no claim(s) of any nature whatsoever against the Promoter in this regard.

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

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

**14. USAGE:**

Use of Service Areas: The service areas, if any, as located within the Said Complex shall be earmarked for purposes such as Parking Spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas in any manner whatsoever, other than those earmarked as Parking Spaces and the same shall be reserved for use by the association of Allottee formed by the Allottee for rendering maintenance services.

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

- 15.1 The Allottee shall, after taking possession, be solely responsible to maintain the Said Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Said Complex, or the Said Apartment, 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 Said Apartment and keep the Said Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Said Complex 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 facade of the Said Complex or anywhere on the exterior of the Said Complex or Common Areas. The Allottee shall also not change the colour scheme of the outer walls or painting of the

exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Said Apartment or place any heavy material in the common passages or staircase of the Said Complex. The Allottee shall also not remove any wall including the outer and load bearing wall of the Said Apartment.

- 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 Allottee and/or maintenance agency appointed by association of Allottee. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- 15.4 The Allottee shall co-operate in the management and maintenance of the Said Building and the Said Complex including the common portions and facilities thereat by the Promoter/the Facility Manager/the Association.
- 15.5 The Allottee shall observe the rules as may from time to time be framed by the Promoter/the Facility Manager/the Association for the beneficial common use and enjoyment of the Common Areas at the Said Complex.
- 15.6 The Allottee shall pay for electricity and other utilities as may be consumed in or relating to the Said Apartment and Appurtenances and the Common Areas, from the Date of Possession.
- 15.7 The Allottee shall be obliged to draw electric lines/wires, television cables, broadband data cables and telephone cables to the Said Apartment only through the ducts and pipes provided therefor, ensuring that no inconvenience is caused to the Promoter or to the other Said Complex Co-Owners. The main electric meter shall be installed only at the common meter space in the Said Complex. The Allottee shall under no circumstances be entitled to affix, draw or string wires, cables or pipes from, to or through any part or portion and outside walls of the Said Complex save in the manner as be indicated by the Promoter/the Facility Manager/the Association.
- 15.8 The Allottee shall use the Said Apartment for residential purpose only. Under no circumstances shall the Allottee use or allow the Said Apartment to be used for commercial, industrial or other non-residential purposes. The Allottee shall also not use or allow the Said Apartment to be used as a religious establishment, hotel, hostel, boarding house, restaurant, nursing home, club, school or other public gathering place.
- 15.9 The Allottee shall not sub-divide the Said Apartment And Appurtenances and the Common Areas, under any circumstances.
- 15.10 The Allottee shall not change/alter/modify the name of the Said Complex from that mentioned in this Agreement.
- 15.11 The Allottee shall not use or permit to be used the Said Apartment or the Common Areas or the Said Parking Space, if any, in such manner or

commit any such act, which may in any manner cause nuisance or annoyance to other occupants of the Said Complex and/or the neighboring properties and not to make or permit to be made any disturbance or to do or permit anything to be done that will interfere with the rights, comforts or convenience of other occupants of the Said Complex.

- 15.12 The Allottee shall not store or cause to be stored and not to place or cause to be placed any goods, articles or things in the Common Areas.
- 15.13 The Allottee shall not obstruct pathways and passages or use the same for any purpose other than for ingress to and egress from the Said Apartment and the Said Parking Space, if any.
- 15.14 The Allottee shall not violate any of the rules and/or regulations laid down by the Promoter/the Facility Manager/the Association for use of the Common Areas.
- 15.15 The Allottee shall not throw or accumulate or cause to be thrown or accumulated any dust, rubbish or other refuse in the Common Areas save at the places indicated therefore.
- 15.16 The Allottee shall not carry on or cause to be carried on any obnoxious or injurious activity in or through the Said Apartment, the Said Parking Space, if any and the Common Areas.
- 15.17 The Allottee shall not put up or affix any sign board, name plate or other similar things or articles in the Common Areas or outside walls of the Said Apartment/ Said Complex save at the place or places provided therefor **provided that** this shall not prevent the Allottee from displaying a standardized name plate outside the main door of the Said Apartment.
- 15.18 The Allottee shall not keep any heavy articles or things that are likely to damage the floors or install or operate any machine or equipment save the usual home appliances

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

The Parties are entering into this Agreement for the allotment of the Said Apartment and Said Parking Space (if any) with the full knowledge of all laws, rules, regulations, notifications applicable to the project.

**17. ADDITIONAL CONSTRUCTIONS:**

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

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

After the Promoter executes this Agreement it shall not mortgage or create a

charge on the Said Apartment except as provided herein. 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 Said Apartment.

The Allottee hereby agrees and acknowledges that the Promoter shall be entitled to create, of its own and without any further action or consent, mortgage or charge or encumbrances over the Said Premises and the Said Complex for the purposes of obtaining lending/ financing/ guarantees or for anything pertaining to development/construction of the Project from any Bank and/or Financial Institutions and/or Housing Finance Companies and/or Non-Banking Financial Companies (NBFCs) as may from time to time be required for carrying out and completing the Project. The Promoter is hereby authorised to execute and register all documents/ agreements/ letters/ undertakings that may be required for any such lending/ financing or mortgages/ charges/ encumbrance including giving any undertaking and/or no objection for and on behalf of the Allottee including submitting the original title deeds with respect to the Project Land with the lenders for that purpose. The Promoter shall keep the Allottee and also the said Project Land absolutely indemnified and harmless against repayment of the loans and advances including interest of the Banks and/or Financial Institutions and/or Housing Finance Companies and/or Non-Banking Financial Companies (NBFCs).

**19. WEST BENGAL APARTMENT OWNERSHIP ACT:**

The Promoter have assured the Allottee that the Said Complex in its entirety is in accordance with the provisions of the West Bengal Apartment Ownership Act, 1972. The Promoter showing compliance of various laws/ regulations as applicable in West Bengal.

**20. BINDING EFFECT:**

Forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee and secondly, appears for execution and registration of the same before the concerned Sub-Registrar/ Registrar as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or- appear before the Sub-Registrar/ Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee, application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee to the Promoter as per the **Schedule C** only shall be returned to the Allottee, without any interest or compensation whatsoever, after deducting the Booking Amount Said

Apartment and Said Parking Space) and applicable taxes alongwith any interest liabilities of the Allottee to the Promoter.

**21. ENTIRE AGREEMENT:**

It is agreed between the Parties that this Agreement is being entered into by taking into consideration of the carpet area of the Said Apartment 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/ Said Premises, as the case may be. It is further agreed between the parties that this Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof.

**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 ALLOTTEE:**

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

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

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

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 Rule and Regulations made thereunder or the applicable law as the case may be, and the remaining provisions of this Agreement shall remain valid

and enforceable as applicable at the time of execution of this Agreement.

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

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

**27. FURTHER ASSURANCES:**

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

**28. PLACE OF EXECUTION:**

The execution of this Agreement shall be completed only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place in Kolkata after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the Agreement shall be registered at the office of the concerned Sub-Registrar/ Registrar.

**29. NOTICES:**

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

Allottee : **Mr.** \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Promoter: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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



**30. JOINT ALLOTTEE:**

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

**31. SAVINGS:**

Any application letter, allotment letter, agreement, or any other document signed by the Allottee in respect of the Said Apartment as the case may be, prior to the execution and registration of this Agreement for Sale for such Said Apartment and Said Parking Space (if any), shall not be construed to limit the rights and interests of the Allottee under the Agreement for Sale or under the Act or the rules or the regulations made thereunder.

**32. GOVERNING LAW:**

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

**33. DISPUTE RESOLUTION:**

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

**SCHEDULE 'A'**

**Part 1**

**DESCRIPTION OF THE "SAID PREMISES"**

**ALL THAT** demarcated land measuring 1 (one) *bigha* equivalent to 20 (twenty) *cottah*, more or less, lying, situate at being Municipal Premises No. 22B, Motilal Basak lane, Kolkata- 700054, bearing Assessee No. 110310900679, within the limits of Ward No. 31 of the Kolkata Municipal Corporation, Police Station Phoolbagan, District South 24 Parganas and butted and bounded as follows.

ON THE NORTH :  
ON THE EAST :  
ON THE SOUTH :  
ON THE WEST :

**PART-2**

**[DESCRIPTION OF APARTMENT]**

The Said Apartment, being Residential Apartment No. \_\_\_\_\_ **and Servant Quarter No.** \_\_\_\_\_, on the \_\_\_\_\_ **Floor** having total carpet area of \_\_\_\_\_ (\_\_\_\_\_) **square feet**, more or less, corresponding to the total covered area of \_\_\_\_\_ (\_\_\_\_\_) **square feet**, more or less, in the Building of the Said Complex named "\_\_\_\_\_" being constructed on the Said Premises described in Part I of Schedule A above together with the undivided, impartible, proportionate and variable share in the Said Premises as be attributable and appurtenant to the Said Premises.

The Said Apartment is shown in the **Plan-A** annexed hereto marked with **Red** border.

**PART-3**  
**DESCRIPTION OF SAID PARKING SPACE**

The Said Parking Space, being \_\_\_\_\_ (\_\_\_\_\_) open parking /covered parking for parking medium sized car and right to park \_\_\_\_\_ (\_\_\_\_\_) two-wheeler in the open/covered area in the Said Complex.

**SCHEDULE 'B'**

The Floor Plan of the Said Apartment is given on the **Plan-B** annexed hereto being a part of this Schedule and the Said Apartment is shown therein marked with **RED** border.

**SCHEDULE 'C' PART 1 ABOVE REFERRED TO**  
**TOTAL PRICE (Apartment)**

Flat Type			
<b>1</b>	<b>Total Price (Flat) with GST (Rs.)</b>	_____/-	_____/-( <b>GST</b> )
<b>2</b>	The rate per sq ft of the Said Apartment	<b>Rs.</b> _____/-	

**SCHEDULE 'C'- PART 2**  
**TOTAL PRICE (Said Parking Space)**

Parking Type			
<b>1</b>	<b>Total Price (Parking Space) with GST (Rs.)</b>	_____/-	_____/-( <b>GST</b> )

**SCHEDULE 'C' PART 3**  
**Total Price (Extra Charges)**

		Base Price (Rs.)	GST (Rs.)
1.	Advance Maintenance Charge	_____/-	_____/-

2.	Interest free Security Deposit inclusive of GST	_____-/-	_____-/-
3.	Transformer/Cabling Allied Expenditure for obtaining electrical connection inclusive of GST	_____-/-	_____-/-
4.	DG Charges inclusive of GST	_____-/-	_____-/-
		_____-/-	_____-/-
5.	Legal Charges	_____-/-	_____-/-
6.	Misc. Registration Charges	_____-/-	_____-/-
7.	Development Charges	_____-/-	_____-/-
	<b>Total Extra Charges:</b>	_____-/-	_____-/-

Stamp Duty and Registration Fees- As per query raised by the Registering Authority

**Note:**

All Payments and Extra Charges under the respective heads, as provided in the Agreement to be paid as per the Demand Note and notice of the same for both Down Payment and Installment Payment Plan.

**Total Price**

Sl.	Description	Price (in Rs.)	GST (in Rs.)
1.	<b>TOTAL PRICE (Said Apartment)</b>	_____-/-	_____-/-
2.	<b>TOTAL PRICE (Said Parking Space)</b>	_____-/-	_____-/-
3.	<b>Extra Charges</b>	_____-/-	_____-/-
	<b>Total Price:</b>	_____-/-	_____-/-

**SCHEDULE 'C'- Part 4  
PART 4 (Payment Schedule)**

**Instalment Payment**

Sl. No.	Timeline	Amount Payable
1.	At the Time of Application (Application Amount)	Applicable Application Amount
2.	At the time of Allotment (Booking Amount)	15% of the Total Price minus Paid Application Amount
3.	On completion of Pilling work	10 % of the Total Price

4.	On Completion of Foundation Work	10% of the Total Price
5.	On or before Ground Floor Slab Casting	10% of the Total Price
6.	On or before 1 <sup>st</sup> Floor Slab Casting	10% of the Total Price
7.	On or before Completion of 2 <sup>nd</sup> Floor Slab Casting	10% of the Total Price
8.	On or before Completion of 3 <sup>rd</sup> Floor Slab Casting	10% of the Total Price
9.	On or before Completion of 4 <sup>th</sup> Floor Slab Casting	5% of the Total Price
10.	On or before Brickwork Completion	5% of the Total Price
11.	On or before Installation of Lift	5% of the Total Price
12.	On or before Layout of Flooring	5% of the Total Price
13.	On or before Possession	5% of the Total Price

#### **SCHEDULE 'D'**

SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE SAID APARTMENT).

(Specifications)- FLATS

- Structure: RCC framed structure on Pile Foundation incorporating Earthquake Resistant Design as per relevant IS Code. Aerated Concrete Block for both external and internal walls.
- Exteriors: Cement plaster, waterproof cement-based paint.
- Flooring: Ceramic tiles in Bedrooms, Living/Dining, Anti-skid ceramic tiles in Bathroom/Open Terrace/Planter.
- Interiors: P.O.P/Putty punning over cement plaster inside flats;
- Kitchen: Anti-skid ceramic tiles on floor; Stone Kitchen counter; Stainless Steel sink, Glazed Ceramic Tiles dado on the walls above Kitchen counter up to a height of 600 mm; CP fittings of reputed make.
- Toilets: Anti-skid ceramic Tiles on floor; Glazed Ceramic Tiles dado on the walls up to door height; Ceramic wash basins; Western WC and CP fittings of reputed make.
- Doors: Main door: Wooden door frames, Solid core flush shutters with mortice lock and magic eye,. Bedroom: wooden door frames. Bathroom: PVC door frame & shutter.
- Windows: Anodised Aluminium Frames with fully glazed shutters.
- Roof: Properly waterproofed.
- Electrical: Concealed insulated Copper wiring with modular switches of reputed make; AC point in master bedroom; Geyser point in master bathroom; Exhaust Fan points in all Bathrooms and Kitchen;
- Plumbing: Internal/External Plumbing.

#### **SCHEDULE 'E'**

SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE SAID COMPLEX)

1. **Power Back-up:** Emergency power backup for Common Area Lighting and One lift-in each tower. Emergency power backup in each flat for Lights and Fan. Choice of component is at the sole discretion of the Promoter in case there are multiple options.

2. **Common & Lobby Area:-**

- a. Lobby Area: Finished with Vitrified Tiles on all floors.
- b. Passage and Driveway : Finished with VDF in Covered Car Parking Space/Net Cement and/or Paver Tiles/Block in the Driveway and/or Open Car Park Area.
- c. Stair Case: Indian Patent Stone Flooring/Vitrified Tiles with Railing.
- d. Lift Lobby and Lift Machine Room: 4/5 Passenger Lift, with Vetrified Tiles in Lift Lobby area.
- e. Roof: Ultimate roof with waterproofing.
- f. Water Reservoir: Under Ground and Overhead Tank water reservoir with Proper water proofing.
- g. Security Room: Brick built if any.
- h. Generator

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

Sealed, signed and delivered by the  
**PROMOTER AND ALLOTTEE** in presence of:  
Witnesses:

1.

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OWNER

2.

---

DEVELOPER

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ALLOTTEE

Drafted by

Identified by:

Advocate

MEMO OF CONSIDERATION

Received from the Allottee the said sum of **Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_)** only being the part payment of the Total Price as given below:

<b>Mode</b>	<b>Date</b>	<b>Bank</b>	<b>Amount (in Rs.)</b>
<b>Total:</b>			<b>_____/-</b>

Witness:

1.

2.

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**DEVELOPER**