

**WBHIRA AGREEMENT FOR SALE**

**1. Date :** Made on this the     day of February Two Thousand and Twenty One (2021).

**2. Nature of Document:**   **WBHIRA AGREEMENT FOR SALE**

**BY AND BETWEEN**

**(1) RANJIT KUMAR DEWANJI**, (PAN – ADWPD6800G), (ADHAR NO. 6094 4343 0477), (Mobile no. 8637540681), son of Late Khitish Chandra Dewanji, occupation – business, **(2) TANUSREE DEWANJI**, (PAN – ADGPD7419M), (Adhar no. 4347 7671 5210), (Mobile no. 8777656995), wife of Ranjit Kumar Dewanji, both by nationality – Indian, religion – Hindu, both residing at 135, Rifle Club, P.O. Bansdrone, P.S. Regent Park, Dist 24 Pgs (S), Kolkata – 700070, hereinafter collectively called and referred to as the “**VENDORS/ OWNERS**” (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include their respective successors – interest and/or assigns), wherein the vendors herein are jointly represented by their authorized and nominated **power of attorney** namely **M/S KANAN ENTERPRISE**, (Pan No. ....), being represented by its proprietor namely **SRIBAS CHANDRA DAS**, (PAN – AFTPD2362Q),(Aadhar No. 5818 6109 4427), (Mobile no. 9433012688), son of Late Monoranjan Das, by faith Hindu, by occupation – Business, by Nationality – Indian, residing at K.M. Roy Choudhury Road, P.O – DakshinJagaddal, P.S – Sonarpur, Kolkata – 700 151, hereinafter called and referred to as the **DEVELOPER**, (which terms and expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors – in - office, executors, administrators, legal representatives and assigns), by virtue of a registered power of attorney registered on 12/02/2020, recorded in Book no. I, Volume no. 1904-2020, pages 90505 to 90540, vide being no. 190401232, for the year 2020, wherein all the above members are jointly referred to herein as the **FIRST PART**.

**AND**

**SRI.....**, (PAN-.....), (Aaddhar .....), son of ..... , residing at ..... , nationality - Indian, hereinafter called the “**ALLOTTEE**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include The Allottee’ heirs, executors, administrators, successors-in-interest and permitted assigns) of the **SECOND PART**.

**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:**

1. The land measuring about 6 cottahs 6 chittak 42 sq.ft. comprised in R.S. Dag no. 387 appertaining to L.R. Dag nos. 373 and 374, under R.S. Khatian no. 54 and L.R. khatian no. 723 and 724, in Mouza – Dhamaitala, J.L. no. 75, within the limits of Rajpur-Sonarpur Municipality, Ward no. 23, Holding no. 289, School Road, present Holding no. 411, School Road, P.S. Sonarpur, DSR Alipore and ADSR Sonarpur, originally jointly belonged to Adarsh Bagri, Pramila Bagri, SudhaKumariDaga, Sushila Debi Mehta and Kusum Pugalialia, and while possessing and enjoying the same, they sold and transferred the same to the vendors/owners herein by virtue of a registered sale deed recorded in Book no. I, volume no. 28, pages 329 to 340, vide deed no. 1229, for the year 2002, registered in the office of DSR IV Alipore.
2. The present vendors, while possessing and enjoying the aforesaid land measuring about 6 cottahs6 chittak 42 sq.ft. comprised in R.S. Dag no. 387 appertaining to L.R. Dag nos. 373 and 374, under R.S. Khatian no. 54 and L.R. khatian no. 723 and 724, in Mouza – Dhamaitala, J.L. no. 75, within the limits of Rajpur-Sonarpur Municipality, Ward no. 23, Holding no. 289, School Road, present Holding no. 411, School Road, P.S. Sonarpur, DSR Alipore and ADSR Sonarpur, they duly mutated their names recording in the L.R. ROR under L.R. khatian no. 723 and 724, in Mouza – Dhamaitala, J.L. no. 75, in respect of their individual shares of the land, having right, title and interest.

3. Thereafter, for better utilization of the property, the vendors herein decided to construct a G+IV building thereon and acquired the necessary permissions from all required statutory bodies, vide sanctioned plan no. 109/CB/25/06 dated 22.08.2016 from the concerned Municipality.
4. However, due to lack of proper setup and finance, the vendors could not complete the building and thus entered into a development agreement for the purpose of fruition of the same with the Developer herein by virtue of a registered development agreement dated 12/02/2020, recorded in Book no. I, Volume no. 1904-2020, pages 90776 to 90816, vide being no. 190401222, for the year 2020.
5. Thereafter for the purpose of completion of the proposed G+IV building, the vendors herein executed a registered general power of attorney in favour of the developer herein, registered on 12/02/2020, recorded in Book no. I, Volume no. 1904-2020, pages 90505 to 90540, vide being no. 190401232, for the year 2020.
6. Thus, by virtue of the aforesaid development agreement, the developer herein is entitled to sell, transfer, convey and assign the property mentioned in the Schedule – IV herein below.
7. Thus, the Developer is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Developer regarding the said land on which the Project is constructed.
8. The Developer would allocate and deliver, amongst other properties, the Units comprised in the Owners' Allocation to the Owners in the aforesaid agreement. The Developer's Allocation would absolutely belong to the Developer and the Developer would be entitled to deal with and dispose of the same to such person and at such consideration and on such terms and conditions as be deemed fit and proper by the Developer and for that to enter into agreement/s for sale and transfer in respect of the Developer's Allocation (including the proportionate undivided share in the land attributable to the Units comprised in the Developer's Allocation) and the Owners would execute such agreements from time to time.
9. The Owners would execute the Deed or Deeds of Conveyance in respect of the proportionate undivided shares in the land comprised in the said Land attributable to the Developer's Allocation unto and in favour of the Developer and/or its nominee

or nominees and in consideration of the costs and expenses of the Owner's Allocation to be borne and paid by the Developer, all amounts/consideration receivable against the sale and transfer of the Developer's Allocation (which include, inter alia, the proportionate share in the land comprised in the said Land attributable to the Units comprised in the Developer's Allocation) would be exclusively received by and to the account of the Developer and the Owners would have no concern therewith.

10. The plans of the constructed New Building has been sanctioned by the ZilaParishad vide Building Plan approval Order No. ...., HIRA No..... dated 00/00/0000. The Developer agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable.
11. The said land is earmarked for the purpose of Housing Development of a Commercial/residential/any other purpose) project, comprising of multistoried apartment buildings and Car Parking Space and the said project shall be known as "KANAN FORTUNE" inter alia consisting of 1 Block, inter-alia comprising of Ground + 4, (G+4), storied residential/commercial buildings, being constructed thereupon.
12. Said Project is named as "KANAN FORTUNE" by the Developer and is being registered as a "KANAN FORTUNE" with the West Bengal Housing Industry Regulatory Authority ("Authority"), under 13 the provisions of the Act, Rules and Regulations and other rules, regulations, circulars and rulings issued thereunder from time to time.
13. The ZilaParishad / Municipality has granted the commencement certificate for construction of the Building vide approval dated ..... bearing no. ....;
14. The Developer has registered the Project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at \_\_\_\_\_ on \_\_\_\_\_ under registration no. \_\_\_\_\_.
15. The Allottee has applied for allotment of an apartment in the Project named "KANAN FORTUNE" comprised in R.S. Dag no. 387 appertaining to L.R. Dag nos. 373 and 374, under R.S. Khatian no. 54 and L.R. khatian no. 723 and 724, in Mouza – Dhamaitala, J.L. no. 75, within the limits of Rajpur-Sonarpur Municipality, Ward no. 23, Holding

no. 289, School Road, present Holding no. 411, School Road, P.S. Sonarpur, DSR Alipore and ADSR Sonarpur, vide application dated ..... (Month) "2021 and have been allotted Apartment No..... having HIRA super Built up area of .....square feet, more or less, on the..... Floor in of the newly constructed "BUILDING" measuring approximately .....square feet HIRA super built up area with all common rights , facilities and utilities there on together with undivided proportionate share of land of the said premises for the total consideration money of Rs. ....../- (Rupees .....) only including one independent Carparking (Covered - .....sq.ft.).

16. The Parties have gone through all the terms and conditions set out in this Agreement and have understood the mutual rights and obligations detailed herein.
17. The Parties hereby confirm that they are signing this Agreement with full knowledge of all laws, rules, regulations, notifications, etc., applicable to the newly constructed multi storied building to which this Agreement relates.
18. The Parties have clearly understood that registration of this agreement is mandatory as prescribed under the provisions of the Act and the Parties will comply with this mandatory requirement. In case of failure and/or noncompliance of this mandatory requirement by the Parties or any of them, then, and in such event, this Agreement shall be deemed to have been cancelled and the consequences arising out therefrom as mentioned elsewhere in this Agreement will follow.
19. The Allottee has been made aware and have unconditionally agreed that The Allottee of apartment shall also have complete and unhindered access to all Common Areas, as morefully described in SCHEDULE – III, hereunder written as also to all amenities and facilities of the building which are meant or allowed by the Developers for use and enjoyment by such other co-owners and/or third parties, as the case may be.
20. 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.
21. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Developer hereby agrees to

sell and The Allottee hereby agrees to purchase the said Apartment, in the manner mentioned below.

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

**1. TERMS:**

1.1 Subject to the terms and conditions as detailed in this Agreement, the Developer agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the Designated Apartment as specified in Schedule IV.

1.2 The Total Price for the [Apartment/ Flat] based on the carpet area is Rs. .... (in words Rupees..... only) ("Total Price") for Block/ Building/Tower no..... Apartment no. ... Type..... Floor..... for -

i) Rate of Apartment (i.e. @ ..... per Sq.Ft.)

ii) Cost of common areas

iii) Cost for preferential location charges Rs... Rs. ....

iv) Cost of exclusive balcony/verandah area Rs. ....

v) Cost for exclusive open terrace area Rs..... Rs. .... + G.S.T. Rs. ....

vi) Cost for internal development Rs.....

Vii) Cost for external development Rs.....

viii) For laying down and providing electric connection Rs. ....

ix) For fire fighting equipment for common area Rs. ....

x) For maintenance charges for one year Rs. .... Total Price (in Rupees) Garage/ covered parking-1 Price for 1 (in Rs.) Garage/ covered parking-2 Price for 2(in Rs.) + G.S.T. Total price (in Rupees) -----

**Explanation:**

(i) The Total Price above includes the booking amount paid by the allottee to the Developer towards the Designated Apartment;

(ii) The Total Price above includes Taxes payable by the Allottee and also include taxes (consisting of tax paid or payable by the Developer by way of G.S.T. and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable

by the Developer, by whatever name called) up to the date of sale deed and/or handing over the possession of the Designated Apartment to the allottee and the project to the association of allottees or the competent authority, as the case may be, after obtaining the completion certificate and shall provide occupancy certificate upon delivery of the same. Provided that in case there is any change / modification in the Taxes payable by the allottee, the subsequent amount payable by the allottee to the Developer shall be increased/ reduced based on such change / modification provided further that if there is any increase in the taxes after completion of the project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the allottee unless the increase is attributable to any act or omission of the Allottee or unless the increase is for the period prior to such completion/registration;

(iii) The Developer shall periodically intimate in writing to the Allottee, the amount payable as stated in (i) above and the Allottee shall make payment demanded by the Developer within the time and in the manner specified therein. In addition, the Developer shall provide to the allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. Have been imposed or become effective. (iv) The Total Price of Designated Apartment includes recovery of price of appertaining land, construction of [not only the Designated Apartment but also proportionately] Taxes The Goods & Service Tax and any other applicable tax on the Consolidated Price shall be payable by the Allottee as per prevalent rates Total Price in Rupees Sum total of Consolidated Price, Taxes the Common Areas, internal development charges as per agreed specifications, external development charges as per agreed specifications, taxes, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with plaster of paris, tiles, doors, windows, fire detection and firefighting equipment in the common areas and includes cost for providing initial infrastructure in respect of all other facilities, amenities and specifications to be provided within the Designated Apartment and the Project described herein at Schedule "III" ("facilities, amenities and specifications").

1.3 The Total Price is escalation-free, save and except increases which the Allottee hereby agrees to pay or due to increase on account of development charges payable to the



competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Developer undertakes and agrees that while raising a demand on the Allottee for increase in development charges, cost/charges imposed by the competent authorities, the Developer 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 project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority as per the Act, the same shall not be charged from the Allottee unless the increase is attributable to any act or omission of the Allottee or unless the increase is for the period prior to such completion/ registration.

1.4 The Allottee(s) shall make the payment as per the payment plan set out in Schedule "V" ("Payment Plan").

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

1.6 It is agreed that the Developer shall not make any additions and alterations in the sanctioned/modification plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at Schedule "II" and Schedule "III" (which shall be in conformity with the advertisement, prospectus etc.) in respect of the apartment without the previous written consent of the Allottee as per the provisions of the Act. Provided that the Developer may use alternative similar substitutes in respect of any item of the specifications, fixtures, fittings, or amenities and/or may make such minor additions or alterations as may be required by the Allottee or such minor changes or alterations as per the provisions of the Act.

1.7 The Developer shall confirm to the final carpet area that has been allotted to the Allottee and the completion and occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Developer. If there is reduction in the carpet area beyond 3% of the area specified herein, then the Developer 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 found to have been 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 Developer may demand the increased amount for upto 3% increase from the Allottee as per the next milestone of the Payment Plan as provided in Schedule "V". All these monetary adjustments shall be made at the same rate per square feet as agreed in clause 1.2 of this Agreement.

1.8 The Allottee shall have the right to the Designated Apartment as mentioned below –

(i) The Allottee shall have exclusive ownership of the Designated Apartment.

(ii) The Allottee shall also have undivided proportionate share in the Common Areas as members of the Association. Since the Share interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the Common Areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them and as per the rules made in this respect. It is clarified that the Developer shall hand over the common areas to the association of allottees after duly obtaining the completion certificate from the competent authority as provided in the Act.

(iii) That the computation of the price of the Designated Apartment includes recovery of price of appertaining land, construction of [not only the Designated Apartment but also proportionately] the Common Areas, internal development charges as per agreed specifications, external development charges as per agreed specifications, cost of providing electric wiring, electrical connectivity to the apartment, lift, water line and plumbing, finishing with plaster of paris, tiles, doors, windows, fire detection and firefighting equipment in the common areas and includes cost for providing initial infrastructure

necessary for the facilities, amenities and specifications to be provided within the Designated Apartment and the Project;

(iv) The Allottee has the right to visit the project site to assess the extent of development of the project and his apartment subject to the safety guidelines.

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

1.10 The Developer agrees to pay all outgoings before transferring the physical possession of the Designated Apartment 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 (taken by the Developer) and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Designated Apartment and created by the Developer). If the Developer fails to pay all or any of the outgoings collected by it from the Allottee or any liability, mortgage loan (taken by the Developer) and interest thereon before transferring the Designated Apartment to the Allottee, the Developer agrees to be liable, even after the transfer of the property, 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.

1.11 The Allottee has paid a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) being part payment towards the Total Price of the Designated Apartment until or at the time of agreement the receipt of which the Developer hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Designated Apartment as prescribed in the

Payment Plan [Schedule "V"] as may be demanded by the Developer within the time and in the manner specified therein. Provided that if the allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules.

## **2. MODE OF PAYMENT**

2.1 Subject to the terms of the Agreement and the Developer abiding by any relevant applicable construction milestones (except in cases of rebate in installments as per clause 1.5), the Allottee shall make all payments, on written demand by the Developer, within the stipulated time as mentioned in the Payment Plan [through A/c Payee cheque/demand draft/bankers cheque or online payment (as applicable)] in favour of "....." payable at Kolkata.

2.2 The Developer shall be entitled to securitise the Total Price and other amounts payable by the Allottees under this Agreement (or any part thereof), in the manner permissible under the Act/Rules, in favour of any persons including banks/financial institutions and shall also be entitled to transfer and assign to any persons the right to directly receive the Total Price and other amounts payable by the Allottees under this Agreement or any part thereof. Upon receipt of such intimation from the Developer, the Allottees shall be required to make payment of the Total Price and other amounts payable in accordance with this Agreement, in the manner as intimated.

2.3 In the event of the Allottees obtaining any financial assistance and/or housing loan from any bank/ financial institution, the Developer shall act in accordance with the instructions of the bank/ financial institution in terms of the agreement between the Allottees 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 Developer under this Agreement and in no event the Developer shall assume any liability and/or responsibility for any loan and/or financial assistance which may be obtained by the Allottees from such bank/ financial institution.

2.4 The timely payment of all the amounts payable by the Allottees under this Agreement (including the Total Price), is the essence of the contract. An intimation forwarded by the Developer to the Allottees that a particular milestone of construction has been achieved

shall be sufficient proof thereof. The Developer demonstrating dispatch of such intimation to the address of the Allottees as stated herein including by e-mail, shall be conclusive proof of service of such intimation by the Developer upon the Allottees, and non-receipt thereof by the Allottees/s shall not be a plea or an excuse for non-payment of any amount or amounts.

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

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

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 Developer with such permission, approvals which would enable the Developer 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 Developer accepts no responsibility in regard to matters specified in clause 3.1 above. The Allottee shall keep the Developer 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 Developer immediately and comply with necessary formalities if any under the applicable laws. The Developer 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 Developer shall be issuing the payment receipts in favour of the Allottee only.

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

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

#### **5. TIME IS ESSENCE:**

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

#### **6. CONSTRUCTION OF THE PROJECT / APARTMENT AND COMMON AREAS FACILITIES & AMENITIES:**

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Designated Apartment and accepted the floor plan, payment plan and the specifications, amenities and facilities [as per relevant Schedules to this Agreement] which has been approved by the competent authority, as represented by the Developer. The Developer shall develop the Project in accordance with the said layout plans, floor plans and facilities, amenities and specifications, subject to the terms in this Agreement, the Developer undertakes to strictly abide by such plans approved by the competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the Kolkata Municipal Corporation Building Rules and shall not have an option to make any variation/alteration/modification in such plans, other than in the manner provided under

the this Agreement and the Act, and breach of this term by the Developer shall constitute a material breach of the Agreement.

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

7.1 Schedule for possession of the said Designated Apartment and the Developer agrees and understands that timely delivery of possession of the Designated Apartment to the allottee and the common areas to the association of allottees or the competent authority, as the case may be, is the essence of the Agreement. The Developer assures to hand over possession of the Designated Apartment along with ready and complete common areas with all specifications, amenities and facilities of the project in place within 31/03/2021 with a grace period upto 1 year unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature or other exigency affecting the regular development of the real estate project including delay in any Tenant vacating his occupied portion at the said premises ("Force Majeure."). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Developer shall be entitled to the extension of time for delivery of possession of the Designated 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 Developer to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Developer shall refund to the Allottee the entire amount received by the Developer from the allotment within 45 days from that date. The Developer shall intimate the allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agrees that he/she shall not have any rights, claims etc. against the Developer and that the Developer shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2 Procedure for taking possession - The Developer, upon obtaining the completion certificate from the competent authority shall offer in writing the possession and the occupancy certificate of the Designated Apartment, to the Allottee in terms of this Agreement to be taken within two months from the date of issue of completion certificate, Provided that, in the absence of local law, the delivery of possession and execution of

conveyance deed in favour of the allottee shall be simultaneously carried out by the Developer within 3 months from the date of issue of completion certificate Provided the Allottee takes such possession and pays the Total Price, Stamp duty, registration charges etc., and gets the conveyance registered in his favour. The Developer agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Developer. The Allottee, after taking possession, agree(s) to pay the maintenance charges as determined by the Developer/association of allottees, as the case may be, after the issuance of the completion certificate for the project. The Developer shall hand over the copy of the completion certificate of the Designated Apartment, as the case may be, to the Allottee at the time of conveyance of the same.

7.3 Failure of Allottee to take Possession of Designated Apartment Upon receiving a written intimation from the Developer as per Clause 7.2, the Allottee shall within the period mentioned in such intimation take possession of the Designated Apartment from the Developer by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Developer shall give possession of the Designated Apartment to the Allottee. In case the Allottee fails to take possession within the time provided in clause 7.2, such Allottee shall continue to be liable to pay maintenance charges as specified in clause 7.2 and all taxes and outgoings relating to the Designated Apartment and for all damages to the Designated Apartment and/or other parts of the building.

7.4 Possession by the Allottee - After obtaining the completion certificate and occupancy certificate and handing over physical possession of the Designated Apartment to the Allottees, it shall be the responsibility of the Developer to hand over the necessary documents and plans, including common areas, to the association of Allottees or the competent authority, as the case may be, as per the local laws: Provided that, in the absence of any local law, the Developer shall handover the necessary documents and plans, including common areas, to the association of Allottees upon its registration or the competent authority, as the case may be, after obtaining the completion certificate.

7.5 Cancellation by Allottee - The Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act: Provided that where the Allottee proposes to cancel/withdraw from the project without any fault of the Developer, the Developer



herein is entitled to forfeit the booking amount (i.e. 10% of the Total Price) paid for the allotment. The balance amount of money paid by the allottee (other than Taxes paid by the allottee and/or stamp duty and registration charges incurred by the allottee) shall be returned by the Developer to the Allottee without interest, and without any loss to the Developer and only out of the amounts received by the Developer against sale of the Designated Apartment to any other interested person. The allottee shall, at his own costs and expenses, execute all necessary cancellation related documents required by the Developer.

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

7.6.1 Except for occurrence of a Force Majeure event, if the Developer fails to complete or is unable to give possession of the Designated 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 business as a developer on account of suspension or revocation of the registration under the Act, or for any other reason, the Developer shall be liable, on demand to the Allottees, in case the Allottee wishes to withdraw from the Project without prejudice to any other remedy available, to return the total amount received by the Developer in respect of the Designated Apartment, with interest at the rate prescribed in the Rules including compensation in the manner as provided under the Act within forty-five days of it becoming due Provided that where if the Allottee does not intend to withdraw from the project, the Developer 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 Designated Apartment which shall be paid by the Developer to the allottee within forty-five days of it becoming due.

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

The Owners and Developer hereby respectively represents and warrants to the Allottee as follows:

(i) The Owners have absolute, clear and marketable title with respect to the said Land; the Developer has requisite rights to carry out development upon the said Land and the Owners have absolute, actual, physical and legal possession of the said Land with license to the Developer to carry out the Project thereon;

(ii) The Developer has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;

(iii) There are no encumbrances upon the Designated Apartment and appertaining share in said Land or in the Project; (iv) There are no litigations pending before any Court or law or Authority with respect to the said Land, Project or the Designated Apartment;

(v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Designated Apartment are valid and subsisting and have been obtained by following due process of law. Further, the Owner/Developer has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and Designated Apartment and common areas;

(vi) The Developer has the right to enter into this Agreement and has not committed or omitted to perform any act or thing whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;

(vii) The Owner/Developer has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the said Land including the Project and the said Designated Apartment which will, in any manner, affect the rights of Allottee under this Agreement;

(viii) The Owner/Developer confirms that the Owner/Developer is not restricted in any manner whatsoever from selling the said Designated Apartment to the Allottee in the manner contemplated in this Agreement;

(ix) At the time of execution of the conveyance deed, the Developer shall hand over lawful, vacant, peaceful, physical possession of the Designated Apartment to the Allottee and the common areas to the association of Allottees upon the same being registered or the competent authority as the case may be;

(x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;

(xi) The Developer has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the competent Authorities till the completion certificate has been issued and proportionate share (attributable to the Designated Apartment) thereof till the period mentioned in the intimation to the allottee to take possession of the designated apartment along with use of common areas (equipped with all the specifications, amenities and facilities) which shall be handed over to the association of Allottees when registered or the competent authority, as the case may be;

(xii) No notice from the Government or any other local body or authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Developer in respect of the said Land and/or the Project.

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

10.1 Subject to the force Majeure clause, the Developer shall be considered under a condition of Default, in the following events:

(i) Developer fails to provide ready to move in possession of the Designated Apartment to the Allottee within the time period specified in clause 7.1 or fails to complete the project within the stipulated time disclosed at the time of registration of the project with the Authority or extended by the Authority. For the purpose of this clause 'ready to move in possession' shall mean that the apartment shall be in habitable condition which is complete

in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which completion certificate, as the case may be, has been issued by the competent authority;

(ii) Discontinuance of the Developer's business as a developer on account of suspension or revocation of his registration under the provisions of the Act or the rules or regulations made thereunder.

10.2 In case the Allottee complies with his obligations under this Agreement and there is Default by Developer under the conditions listed above, Allottee is entitled to the following:

(i) Stop making further payments linked to construction milestones to Developer as demanded by the Developer. If the Allottee stops making payments the Developer shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest provided that this clause shall not be applicable if the payment by the Allottee is not construction linked; or

(ii) The Allottee shall have the option of terminating the Agreement in which case the Developer shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the apartment, along with interest at the rate prescribed in the Rules within forty-five days of receiving the termination notice: Provided that where an Allottee does not intend to withdraw from the project or terminate the Agreement, he shall be paid, by the Developer, interest at the rate prescribed in the Rules, for every month of delay till the handing over the possession of the Designated Apartment, which shall be paid by the Developer to the Allottee within forty-five days of it becoming due.

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

(i) In case the Allottee fails to make payments for consecutive two demands made by the Developer as per the Payment Plan annexed hereto, despite having been issued notice in

that regard the Allottee shall be liable to pay interest to the Developer on the unpaid amount at the rate prescribed in the Rules;

(ii) In case of Default by Allottee under the condition listed above continues for a period beyond two consecutive months after notice from the Developer in this regard, the Developer may cancel the allotment of the Designated Apartment in favour of the Allottee and refund the money paid to him by the Allottee by deducting the amount paid at or before the execution of this agreement and the interest liabilities and this Agreement shall thereupon stand terminated: Such refund shall not include any amount paid by the allottee on account of Taxes paid by the allottee and/or stamp duty and registration charges incurred by the allottee and shall be made out of the amounts received by the Developer against sale of the Designated Apartment to any other interested person. The allottee shall, at his own costs and expenses, execute all necessary documents required by the Developer in this regard. Provided that the Developer shall intimate the Allottee about such termination at least thirty days prior to such termination.

#### **11. CONVEYANCE OF THE SAID APARTMENT:**

The Owners and the Developer, on receipt of Total Price of the Designated Apartment as per clause 1.2 under the Agreement from the Allottee, shall execute a conveyance deed and convey the title of the Designated Apartment together with proportionate indivisible share in the Common Areas within 3 months from the date of issuance of the completion certificate\* to the Allottee: Provided that, in the absence of local law, the conveyance deed in favour of the Allottee shall be carried out by the Developer within 3 months from the date of issue of completion certificate. However, in case the Allottee fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice or to pay the Total Price and other dues of the Allottee, the Allottee authorizes the Developer to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Developer is made by the Allottee and the Allottee shall also be deemed to be under condition of default under clause 7.3 and 10.3 above.

#### **12. MAINTENANCE OF THE BUILDING / APARTMENT / PROJECT:**

The Developer shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of Allottees upon the issuance of the completion certificate of the project. The cost of such maintenance shall be payable by the Allottee separately in addition to the Total Price of the Designated Apartment.

**13. 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 Developer as per the agreement for sale relating to such development is brought to the notice of the Developer by the Allottee within a period of 5 (five) years from the date of completion certificate, it shall be the duty of the Developer to rectify such defects without further charge, within 30 (thirty) days, However, Parties agree and confirm that the decision of the Developer's architect/structural consultant shall be final in deciding whether there is any actual structural defect in the Apartment / Building or defective material being used or regarding workmanship, quality or provision of service and in the event of Developer's failure to rectify such defects within such time, the aggrieved Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act Provided That the obligation or liability of the Developer shall not arise if the defect has arisen owing to act or omission of the Allottee or Association of Allottees and/or any other person or if the portion alleged to have the defect has already been altered before the Developer is able to view the same or if the related annual maintenance contracts and other licenses are not validly maintained by the association of allottees or competent authority.

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

The Developer/maintenance agency/association of allottees shall have right of unrestricted access of all Common Areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of Allottees and/or maintenance agency to enter into the Designated 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.

**15. USAGE: Use of Service Areas:**

The service areas if any located within BCT Residency shall be ear-marked for purposes such as parking spaces and services including but not limited to, transformer, DG set, underground water tanks, Pump room, firefighting pumps and equipment 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 Allottees formed by the Allottees for rendering maintenance services.

#### **16. COMPLIANCE WITH RESPECT TO THE APARTMENT:**

16.1 Subject to clause 13 above, the Allottee shall, after taking possession, be solely responsible to comply with the house rules as per Schedules hereto and maintain the Designated Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Building, or the Designated Apartment, or the common areas including staircases, lifts, common passages, corridors, circulation areas, atrium (if any) 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 Designated Apartment and keep the Designated Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

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

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

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

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

**18. ADDITIONAL CONSTRUCTIONS:**

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

**19. Developer SHALL NOT MORTGAGE OR CREATE A CHARGE:**

After the Developer executes this Agreement he shall not mortgage or create a charge on the Designated Apartment and if any such mortgage or charge is made or created then notwithstanding any 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 Designated Apartment.

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

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

**21. BINDING EFFECT:**

Forwarding this Agreement to the Allottee by the Developer does not create a binding obligation on the part of the Developer 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 registration of the same before the concerned Sub-Registrar (specify the address of the Sub-Registrar) as and when intimated by the Developer. If the Allottee(s) fails to execute and deliver to the Developer this Agreement within 30 (thirty) days from the date of its receipt by the Allottee and/or appear before the Sub-Registrar for its registration as and when intimated by the Developer, then the Developer 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 in connection therewith including the booking amount shall be returned to the Allottee without any interest or compensation whatsoever.

**22. ENTIRE AGREEMENT:**

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

**23. RIGHT TO AMEND:**

This Agreement may only be amended through written consent of the Parties.

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

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

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

25.1 The Developer 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 [Schedule 'V'] 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 Developer in the case of one Allottee shall not be construed to be a precedent and/or binding on the Developer to exercise such discretion in the case of other Allottees.

25.2 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.

**26. 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 unless the same are capable of having been agreed by the parties and/or consented to by the Allottee shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

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

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

**28. FURTHER ASSURANCES:**

All 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.

**29. PLACE OF EXECUTION:**

The execution of this Agreement shall be completed only upon its execution by the Developer through its authorized signatory at the Developer's Office', or at some other place, which may be mutually agreed between the Developer and the Allottee, in \_\_\_\_\_ after the Agreement is duly executed by the Allottee and the Developer or simultaneously with the execution the said Agreement shall be registered at the Office of the Sub-Registrar at \_\_\_\_\_ (specify the address of the Sub-Registrar). Hence this Agreement shall be deemed to have been executed at \_\_\_\_\_.

**30. NOTICES:**

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

\_\_\_\_\_ Name of Allottee \_\_\_\_\_ (Allottee Address) \_\_\_\_\_ (Developer Address). It shall be the duty of the Allottee and the Developer 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 Developer or the Allottee, as the case may be.

**31. JOINT ALLOTTEES:**

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

**32. ALLOTTEES' COVENANT:**

32.1 The Allottee/s has/have accepted the title of the Owner to the said Property as shown in the records of rights in respect thereof and the documents referred to herein above.

32.2 The Allottee /s has/have examined the approvals of the Building and the Floor Plans, the nature and quality of construction fittings, fixtures, facilities and amenities provided/to

be provided thereto as per the general specifications as well as the common facilities and amenities.

32.3 The Allottee/s has/have fully understood the development scheme as envisaged by the Developers. 32.4 The Allottee/s hereby confirms that he/she/they has/have fully read and understood the foregoing recitals and has/have agreed that the Developer with the consent of the Owner herein are entitled to develop the said properties and the Allottee/s will not object to the same. The Allottee/s also confirms, agrees and declares that the consideration agreed to be paid by him/her/them shall have no right or claim and/or will not make any claim on any other portion of the said Building.

32.5 The Developer shall have to obtain prior consent in writing of the Allottee/s in respect of variations or modifications which may adversely affect the said Apartment of the Allottee/s except any alteration or addition required by any Government authorities or due to change in law.

32.6 It is hereby clarified that in case of any minor additions required due to architectural and structural reason duly recommended and verified by Architect or Engineer, the Developer shall intimate the allottee in writing and the Allottee/s hereby give their consent for such minor change or addition.

32.7 The Allottee/s has/have prior to the execution of this Agreement satisfied himself/herself/themselves with the title of the Owner & Developer to the said Property including the Agreements and other documents referred hereinabove and the Allottee/s hereby agree/s and confirm/s that he/she/they shall not be entitled to further investigate the title of the respective Owner & Developers' right of development of the said Property and no requisition or objection shall be raised by the Allottee/s on any matter relating thereto or howsoever in connection therewith.

32.8 While sanctioning the said plans, concerned local authority has laid down certain terms, conditions stipulations and restrictions which are to be observed and performed by the Developer while developing the said Property and the said Buildings and upon due observance and performance of which only the Completion and/or Occupation Certificates

in respect of the said Buildings shall be granted by the concerned local authority and thereafter, possession of the Apartment shall be handed over to the Allottee/s.

32.9 The Allottee/s confirm/s that the Developer shall not be liable to provide any other additional specifications fixtures, fittings, and amenities in the said Apartment. It is specifically agreed between the Parties hereto that the Developer shall have the right to change/substitute the said Internal Amenities in the event that there is any uncertainty about the availability thereof, either in terms of quantity and/or quality and/or for any other reason beyond the control of the Developer within the defined price range. If any changes as aforesaid becomes necessary, the Developer shall be entitled to choose the substitutes and/or alternatives thereof in its absolute discretion to enable the Developer to offer possession of the said Apartment on the specified date. The Developer shall however try to ensure that such substitutes and/or alternatives are similar to the amenities as hereunder agreed, in quality and quantity, as far as may be reasonably possible within the defined price range. The Allottee/s agree/s not to claim any rebate and/or discount and/or concession in the consideration on account of such change/substitution.

32.10 The Total Price is escalation-free, save and except escalations/increases, due to increase on account of development charges, payable to the competent authority and/or any other increase in charges, which may be levied or imposed by the competent authority Local Bodies/Government from time to time. The Developer undertake and agree that while raising a demand on the Allottee/s for increase in development charges, costs, or levies imposed by the competent authorities etc., the Developer shall enclose the said notification/order/rule/regulation published/issued in that behalf to that effect along with the demand letter being issued to the Allottee/s, which shall only be applicable on subsequent payments.

32.11 The Allottee/s shall pay the respective payment installments as stipulated hereinabove along with applicable taxes strictly within fifteen (15) days of the Developer's sending notice of the completion of each milestone. Intimation forwarded by the Developer to the Allottee/s that a particular stage of construction is initiated and/or completed shall be sufficient proof that a particular stage is initiated and/or completed and such proof shall be valid and binding upon the Allottee/s and the Allottee/s agree/s to make payment

accordingly. Allottee/s hereby understand/s and agree/s that, save and except for the intimation from the Developer as provided under this Clause, it shall not be obligatory on the part of the Developer to send reminders regarding the payments to be made by the Allottee/s as per the payment schedule mentioned hereinabove, and the Allottee/s shall make all payment/s to the Developer on or before the due dates, time being the essence of this Agreement.

32.12 The Allottee/s authorizes the Developer to adjust/appropriate all payments made by his/her/them under any head/s of dues against lawful outstanding, if any, in his/her/their name/s as the Developer may in its sole discretion deem fit and the Allottee/s undertakes not to object/demand/direct the Developer to adjust his/her/their payments in any manner.

(a) Without prejudice to change in terms of Clause, on the Allottee/s committing default in (i) payment on due date of any amount due and payable by the Allottee/s to the Developer under this Agreement (including amounts all other outgoings) (ii) complying with his/her/their obligations as set out in this Agreement, the Developer shall at its own option, may terminate this Agreement:

Provided that, Developer shall give notice of 15 days in writing to the Allottee/s, by Registered Post AD/Speed Post AD at the address provided by the Allottee/s and mail at the email address provided by the Allottee/s, of his intention to terminate this Agreement and of the specific breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement.

If the Allottee/s fails to rectify the breach or breaches mentioned by the Developer within the period of notice then at the end of such notice period, the Developer shall be entitled to terminate this Agreement. Provided further that upon termination of this Agreement as aforesaid, the Developer shall refund the "Remaining Amount", if any, to the Allottee/s. "Remaining Amount" shall be calculated as Total Amount Paid by the Allottee/s to the Developer as reduced by aggregate amount of (i) 20 % of the total consideration, (ii) taxes paid/payable on Demand/s raised till date of termination, (iii) brokerage paid to channel partners/brokers, if any, (iv) administrative charges as per Developer's policy, (v) amount

of stamp duty and registration charges to be paid on deed of cancellation of this Agreement, if Agreement for Sale is registered, (vi) any other taxes including GST which are currently applicable or may be applicable in future on such cancellation (vii) subvention cost (if the Allottee/s has opted for subvention plan) which the Developer may incur either by way of adjustment made by the bank in installments or paid directly by the Developer to the bank and (viii) interest accrued on amount of delayed / due payments till the date of termination. For the sake of clarity, the interest and/or taxes paid on the Total Consideration shall not be refunded upon such cancellation / termination. In the event Allottees have opted to pay through Finance availed from Bank / Financial Institutions/ NBFC / Housing Finance Companies, by way of loan or through any other arrangement, it shall be incumbent upon the Allottee/s to provide "No Objection Certificate" (NOC) from such lender/s towards release of charge on the said Apartment and covered Car Parking, if any, by the lender in favour of the Allottee/s. Such "Remaining Amount" shall be paid without any interest within a period of 30 (Thirty) days from the date of termination of this agreement or the date of providing NOC of lender by the Allottee/s, whichever is later. Further upon communicating the termination of this Agreement by the Developer to the Allottee/s, pending refund of the Remaining amount as aforesaid, the Developer shall be at liberty to dispose off and/or to sell the said Apartment to such person or persons at such price and on such terms and conditions as the Developer may think fit in its absolute discretion and the Allottee/s shall have no objection on the same.

(b) In the event, the Allottee/s intends to terminate this Agreement, then the Allottee/s shall give a prior written notice ("Notice") of 60 (sixty) working days to the Developer expressing his/her/its intention to terminate this Agreement. The Allottee/s shall also return all documents (in original) with regards to this transaction to the Developer along with the Notice. Upon receipt of Notice for termination by the Developers, the provision mentioned in clause (a) above shall apply mutatis mutandis in relation to cancellation charges and refund amount as far as practicable.

32.13. If the Allottee/s in order to augment the resources in his/her/their hand/s for the purpose of payment of consideration to the Developer under this Agreement, seeks a loan from Financial Institution, Banks or other Institutions against the security of the said

Apartment subject to the consent and approval of the Developers, then in that event the Allottee/s committing default of the payment of the installments of the consideration amount and in the event of the Developer exercising their rights to terminate this Agreement, the Allottee/s shall and the Allottee/s further hereby undertakes to clear the mortgage debt outstanding at the time of the said termination. The Allottee/s shall obtain the necessary letter from such Financial Institution, Banks etc. stating that the Allottee/s has/have cleared mortgage debt. On receipt of such letter from the Financial Institutions, Banks etc., the Allottee/s shall be entitled to directly receive the "Remaining Amount" from the Developer towards the said Apartment. However, the Developer shall also be entitled to directly pay the amount payable to the Financial Institution, Banks or to their Employers or other such institutions who have made payments on behalf of the Allottee/s towards the said Apartment (paid by him/her/them to the Developer towards the consideration amount) to the extent so as to clear the mortgage debt from such Banks, Financial Institutions, etc. and the Allottee/s be entitled to the refund of the balance amounts standing credited to the account of the Allottee/s with the Developer towards the said Apartment out of Remaining Amount. Notwithstanding what is stated hereinabove it shall ALWAYS be obligatory on the part of the Allottee/s to pay the installments of the consideration amount as and when due under the terms of this Agreement and the Allottee/s shall duly and promptly pay the installments of the consideration amount irrespective of the fact that the Allottee/s has/have applied for the loan to such Financial Institutions, Banks or such other Institutions and further irrespective of the fact that the said loans are being under process and sanction awaited and/or is rejected. The Allottee/s shall not be permitted to raise any contentions in respect of his/her/their failure to pay the installments of the consideration amount on time and on the due dates on the basis that the Allottee/s has/have applied for loan to such Financial Institution, Banks, his employers or such other Institutions and that the same is under process of disbursement or that the said loan application of the Allottee/s is rejected.

32.14. After the Possession Date, any damage due to wear and tear of whatsoever nature is caused to thereto, the Developer shall not be responsible for the cost of re-instating and/or



repairing such damage caused by the Allottee/s and the Allottee/s alone shall be liable to rectify and reinstate the same at his/her/its/their own costs.

32.15. The Allottee/s shall on demand pay to the Developer at actual the amount towards meeting all legal cost, charges and expenses, including professional costs of Advocates/Solicitors of the Developer in connection with formation of the society / limited company / federation / Apex Body and for preparing its rules, regulations, bye-laws, etc. and the cost of preparing and engrossing the conveyance.

(a) Till the time, the possession of the Flat is handed over to the Allottee by the Developer in terms of this Agreement, the Allottee only upon payment of (i) minimum 50% (fifty percentage) of the Consideration by the Allottee/s and (ii) a term of 1½ (one and a half) years (i.e. eighteen months) has elapsed from the date of this Allotment Letter issued by the Developers, may transfer his rights, title and interest in the Flat under this Agreement to any third person / entity after obtaining prior written consent of the Developers. Any such transfer by the Allottee/s shall be subject to the terms and conditions of this Agreement, Applicable /relevant Laws, notifications/ governmental directions, the Allottee/s submitting documentary proof as may be required by the Developers, payment of the monies due and payable by the Allottee/s under this Agreement and payment of applicable transfer / administrative fee @ 3% of the Total Consideration Amount plus applicable GST/Other Taxes apart from the Documentation Charges and/or Legal fees and applicable taxes thereon payable to Lawyer/ service provider. Further, the Developer reserves the right to allow such transfer at its sole discretion.

(b) On such transfer recorded / endorsed by the Developers, the Allottee/s along with third party transferee shall furnish requisite undertakings and indemnities, as may be required by the Developers, to abide by all the terms and conditions of this Agreement. The Allottee/s shall solely be liable and responsible for all legal and other consequences that may arise due to acceptance of application for such transfer/ assignment.

32.16. Under no circumstances the possession of the said Apartment will be given to the Allottee/s unless and until all payments required to be made under this Agreement by the Allottee/s has/have been made in full.

**33. DISPUTE RESOLUTION:** All or any dispute arising out of or touching upon or in relation to the terms and conditions of this Agreement including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussions, between the Parties, failing which the dispute shall be settled under Arbitration and Conciliation Act 1996.

**33.1 SAVINGS:**

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

**33.2 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.

33.3. The other terms and conditions as per the contractual understanding between the parties have been incorporated in the Schedules hereto.

**34. Developer disclaimer:**

**The Developer shall not be regarded in breach of any of the terms and conditions herein contained and on the part of the Developer to be performed and observe if it is prevented by any of the conditions herein below:-**

- i) Fire.
- ii) Natural calamity.
- iii) Tempest.
- iv) Labour unrest.

- v) Local problem and/or local disturbance.
- vi) Any prohibitory order from the court, and/or authorities and/or any Corporation.
- vii) Any other unavoidable circumstances beyond control of the Developer.

### **SCHEDULE – I**

#### **(TOTAL AREA OF THE LAND)**

All that piece and parcel of the land measuring about 6 cottahs 6 chittak 42 sq.ft. comprised in R.S. Dag no. 387 appertaining to L.R. Dag nos. 373 and 374, under R.S. Khatian no. 54 and L.R. khatian no. 723 and 724, in Mouza – Dhamaitala, J.L. no. 75, within the limits of Rajpur-Sonarpur Municipality, Ward no. 23, Holding no. 289, School Road, present Holding no. 411, School Road, P.S. Sonarpur, DSR Alipore and ADSR Sonarpur, as shown in the plan annexed hereto, proportionate annual tax payable to the Government of West Bengal.

### **SCHEDULE II – FLOOR PLAN & CARPET AREA**

1. Land Area as per Deed = 438.323 SQ.M
2. Land Area (Actual) = 431.227 Sq.M
3. DONATED AREA = 1.097 SQ.M
4. NET LAND AREA = 430.125 SQ.M
5. PER F.A.R. = 3
6. PROP F.A.R. = 2.23
7. PER. HEIGHT = 14.5
8. PER GROUND COVERAGE (53.493 %) = 230.086 Sq.M
9. PROP. GROUND COVERAGE = 230.056 SQ.M (53.486%)
10. NO. OF FLATS = 16 NOS.

#### **SHOP AREA DISTRIBUTION**

1. AREA OF SHOP 1 = 9.399 SQ.M

2. AREA OF SHOP 2 = 9.143 SQ.M
3. AREA OF SHOP 3 = 10.747 SQ.M
4. AREA OF SHOP 4 = 9.735 SQ.M
5. AREA OF SHOP 5 = 8.36 SQ.M
6. AREA OF SHOP 6 = 8.503 SQ.M

TOTAL SHOP AREA = 55.887 SQ.M

AREA OF COMMERCIAL SPACE = 37.083 SQ.M

TOTAL COMMERCIAL AREA = 92.97 SQ.M

SERVICE AREA = 10.926 SQ.M

C.B. AREA = 5 X 4 = 20 SQ.M <3% OF FLOOR AREA i.e. 33.289 SQ.M

#### **PARKING AREA CALCULATIONS**

AREA OF FLAT "A" = 50.979 SQ.M

AREA OF FLAT "B" = 53.359 SQ.M

AREA OF FLAT "C" = 53.619 SQ.M

AREA OF FLAT "D" = 49.673 SQ.M

RESIDENTIAL AREA = FLAT AREA X 4 = (205.63 X 4) = 822.52 SQ.M

COMMERCIAL AREA = 92.87 SQ.M

#### **REQUIRED PARKING**

FOR RESIDENTIAL =

FOR COMMERCIAL =

TOTAL PARKING = (3+1) = 4

<u>FLOOR</u>	<u>A</u> <u>AREA</u> <u>(SQ.M)</u>	<u>B</u> <u>LIFT</u> <u>WELL</u> <u>(SQ.M)</u>	<u>C=A-B</u> <u>FLOOR</u> <u>AREA</u> <u>WITHOUT</u> <u>LIFT</u> <u>WELL</u> <u>(SQ.M)</u>	<u>D</u> <u>LIFT</u> <u>LOBBY</u> <u>(SQ.M)</u>	<u>E</u> <u>STAIR</u> <u>WELL</u> <u>(SQ.M)</u>	<u>PARKING</u> <u>REQUIRED</u>	<u>F</u> <u>PARKING</u> <u>PROVIDED</u> <u>(SQ.M)</u>	<u>G</u> <u>TOTAL FLOOR</u> <u>AREA FOR</u> <u>F.A.R.</u> <u>CALCULATOR</u>
GROUND D FLOOR	189.436		189.436	2.681	13.365	FOR RESIDENTIAL (AS	4 NOS. 61.542	C-(D+E+F) = 959.568

TYPICAL FLAT (1 <sup>ST</sup> TO 4 <sup>TH</sup> )	230.056 X 4 = 920.224	2.08 X 4 = 8.32	911.904	2.681 X 4 = 10.724	13.365 X 4 = 53.46	THE AREA OF ALL FLATS AREA BELOW 60 SQ.M) = 3 NOS. FOR COMMERCIAL = 1 NO. TOTAL = 3+1 = 4		
TOTAL		8.32	1101.34	13.405	66.825			
<b>PROPOSED F.A.R. = 959.568/LAND AREA = 959.568/430.125 = 2.23 &lt; 3</b>								
<b>FLOOR AREA INCLUDING C.B. = 1101.34 + 20.00 = 1121.34 SQ.M</b>								

**SCHEDULE III (A) – COMMON AMENITIES**

1. R.C.C. foundation with R.C.C. framed structure column, beams, supports, corridors, lobbies, stairs, stairways,
2. Driveways and paths and passages at the said Land except those reserved by the Promoter for exclusive use.
3. Staircases with connected landings (except the commercial block)
4. Common lobbies in all floors
5. Transformer and Electrical installations and the accessories and wirings in respect of the Project and the space required therefore, if installed.
6. Electrical wiring and fittings and fixtures for lighting the staircase, common areas, lobbies and landings and operating the lifts.
7. Electrical installations with main switch and meter and space required therefore.
8. Roof of the New Building.
9. Over head water tank with water distribution pipes from such Overhead water tank connecting to the different Units.
10. Water, waste and sewerage evacuation pipes and drains.
11. Underground Reservoir with water distribution pipes to the Overhead water tank of the New Building.
12. Water pump with motors and space for installation of the same.
13. One Generator its panels, accessories and wirings and space for installation of the same.
14. Water Treatment Plant if Deep Tube Well is required.

15. Fire fighting system in the Common Areas in the New Building along with Water Reservoir, overhead water tank, pumps, distribution pipes, panels, wirings, accessories and space for the installation of the same all as per recommendation by Fire Service Authority.
16. Boundary wall and gates
17. Such other areas, installations and/or facilities as the Promoter may from time to time specify to form part of the Common Areas.

### **SCHEDULE III (A) – COMMON EXPENSES**

**Common Expenses shall include the following (“Common Expenses”):**

1. **MAINTENANCE:** All costs and expenses of maintaining, repairing, redecorating, renovating, replacing, renewing, cleaning, lighting etc. of the main structure including the roof (only to the extent of leakage and drainage to the upper floors), the Common Areas of the Project, lifts, generators, intercom, CCTV, water pump with motors, the Parking Spaces including Mechanical Parking System and all adjoining side spaces and all related gutters and pipes for all purposes, drains and cables and wires, equipments and accessories, machinery, tools and tackles etc..
2. **OPERATIONAL:** All costs, charges and expenses for running and operating all machines equipments and installations comprised in the Common Areas and also the Parking Spaces
3. **STAFF:** The salaries of and all other expenses of the staffs to be employed for the common purposes including their bonus and other emoluments and benefits.
4. **ASSOCIATION:** Establishment and all other expenses of the the Association and also similar expenses of the Maintenance In-charge looking after the common purposes, until handing over the same to the Association.
5. **TAXES:** Municipal and other rates, taxes and levies and all other outgoings in respect of the premises (save those assessed separately in respect of any unit).
6. **AMC & INSURANCE:** Annual Maintenance Contracts, Insurance premium for insurance, if so done, of the Project (except individual units) and/or any Common Areas and also the Parking Spaces or any part thereof against normal degeneration or damages

and/or force majeure events including earthquake, damages, fire, lightning, mob, violence, civil commotion (and other risks, if insured).

7. COMMON UTILITIES: Expenses for serving/supply of common facilities and utilities and all charges incidental thereto.
8. RESERVES: Creation of funds for replacement, renovation and/or other periodic expenses.
9. PARKING SPACES: All fees, taxes, costs, charges and expenses for operating cleaning, painting, managing maintaining, up-keeping, repair, replacement, renovation, overhaul, in respect of the Parking Spaces including Mechanical Parking System and also on deployment of personnel and agency for its operation, security, protection and other purposes etc.
10. OTHERS: All other expenses and/or outgoings including litigation expenses as are incurred by the Owner, the Promoter, the Association for the common purposes.

#### **SCHEDULE IV – FLAT AREA DETAILS**

ALL that ..... Square feet ..... bedroom, .....toilet, ..... dinning drawing room, ..... kitchen and ..... balcony ..... square feet more or less Being Flat No. .... on the on,,,,,,,,,,,,, floor of the building lying and situated on and comprised in R.S. Dag no. 387 appertaining to L.R. Dag nos. 373 and 374, under R.S. Khatian no. 54 and L.R. khatian no. 723 and 724, in Mouza – Dhamaitala, J.L. no. 75, within the limits of Rajpur-Sonarpur Municipality, Ward no. 23, Holding no. 289, School Road, present Holding no. 411, School Road, P.S. Sonarpur, DSR Alipore and ADSR Sonarpur, with all common rights, facilities and utilities there on together with undivided proportionate share of land of the said premises, ALONG WITH undivided proportionate share, right, title and interest in the land underneath the building on which the flat is situated, forming part of the said Landtogether with common rights in the common areas and facilities of the said building/building complex/said Land.

#### **SCHEDULE V – PAYMENT MODE**

**IN WITNESS WHEREOF** the parties herein have hereunto set and subscribed their respective hands, sealed and signature on the day, month and year first above written.

**SIGNED, SEALED AND DELIVERED -**

**IN PRESENCE OF:-**

1.

2.

Signature of the First Part \_\_\_\_\_

\_\_\_\_\_  
Signature of the Second Part



**MEMO OF CONSIDERATION**

Received a sum of Rs. {AMOUNT} only being the earnest money from the within mentioned third party by way of banking cheques as mentioned hereunder -

<b>DATE</b>	<b>CHEQUE NO.</b>	<b>BANK</b>	<b>BRANCH</b>	<b>AMOUNT</b>

**Total amount received -**

Signed, Sealed & Delivered in the presence of:

WITNESSES: -

(1)

(2)

---

Signature of the Second Party

Drafted By -

Typed by: