

Agreement for Sale

This Agreement for Sale (**Agreement**) executed on this day of ,
2019,

By and Between

1. SRI SUSHIL CHANDRA GHOSH (PAN No. ADYPG4636R), son of Late Sachindra Mohan Ghosh, by Faith - Hindu, by Nationality - Indian and by Occupation - Business, residing at 20, Swamiji Road, Ward No. 131, P.O. Parnashree, P.S. Parnashree, Kolkata - 700 060. **2. SRI DEBABRATA GHOSH (PAN No. AVWPG0228P)**, son of Late Sachindra Mohan Ghosh, by Faith - Hindu, by Nationality - Indian and by Occupation - Business, residing at 20, Swamiji Road, Ward No. 131, P.O. Parnashree, P.S. Parnashree, Kolkata - 700 060. **3. MS. MUKUL GHOSH (PAN No. AWHPG5665Q)**, daughter of Sachindra Mohan Ghosh, by Faith - Hindu, by Nationality - Indian and by Occupation - Housewife, residing at 20, Swamiji Road, Ward No. 131, P.O. Parnashree, P.S. Parnashree, Kolkata - 700 060. **4. SMT. KRISHNA GHOSAL (PAN No. CTVPG7933E)**, Daughter of Sachindra Mohan Ghosh and wife of Sukumar Ghosal, by Faith - Hindu, by Nationality - Indian and by Occupation - Housewife, residing at 20, Swamiji Road, Ward No. 131, P.O. Parnashree, P.S. Parnashree, Kolkata - 700 060. **5. SMT. BAKUL BOSE (GHOSH), (PAN No. BEXPB4401G)**, daughter of Sachindra Mohan Ghosh and wife of Sri Amal Narayan Bose, by Faith - Hindu, by Nationality - Indian and by Occupation - Housewife, residing at Naba Pally, 22 Bigha, P.O. Thakurpukur, P.S. Thakurpukur, Kolkata - 700 104. **6. SMT. SHEFALI BHOWMICK (PAN No. EDTPB0918N)**, daughter of Sachindra Mohan Ghosh and wife of Sri Amulya Bhowmik, by Faith - Hindu, by Nationality - Indian and by Occupation - Housewife, residing at 10/10, Swamiji Road, Behala, P.O. Parnashree, P.S. Parnashree, Kolkata - 700 060, represented by their constituted attorney **Sri Sushil Kumar Agrawal, (PAN No. ACUPA0264E)**, son of late Jugal Kishore Agrawal, by Faith - Hindu, by Occupation - Business, residing at 17, Rowland Road, Flat No. 2B, P.O. Elgin Road, P.S. Ballygunge, Kolkata - 700 020 being the partner of **M/S LUCID TOWERS LLP.** (formerly known as **LUCID TOWERS PVT. LTD.**) Vide Power of Attorney which was registered in the office of ARA - III, Kolkata, recorded in Book No. IV, Volume No. 1903-2015, Pages from 17870 to 17917 being Deed No. 190303925 for the year 2015, hereinafter referred to as the "**OWNERS/FIRST PARTY**" (which expression shall unless excluded by or repugnant to the context be deemed to mean and include its successors and/or successors-in-office, executors, legal representatives, and assigns) of the **ONE PART :**

AND

M/S LUCID TOWERS LLP. (PAN No. AAHFL3317J), (formerly known as **LUCID TOWERS PVT. LTD.**) a Limited Liability Partnership firm, having its Registered Office at Centre Point, 21, Hemant Basu Sarani, 3rd floor, Room No. 306 Kolkata - 700 001, being represented by its designated Partner **Mr. Sushil Kumar Agrawal, (Aadhar No. 7189 3818 2327)** son of Late Jugal Kishore Agrawal, by Faith - Hindu, by Nationality - Indian, deceased duly empowered and authorized on that behalf hereinafter referred to as the "**DEVELOPER/PARTY OF THE SECOND PART**" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include successors, successors in interest, nominees, agents and assigns) of the **SECOND PART.**

AND

Mr./Mrs./Ms..... (PAN No.), (Aadhar No.....), son/daughter/wife of, by Faith - Hindu, by Nationality - Indian, by Occupation -, residing at hereinafter referred to as the **"ALLOTTEE/PURCHASER"** (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include his heirs, executors, administrators, representatives, successors, agents and assigns) of the **THIRD PART.**

OR

[If the allottee is a company]

..... (CIN No.....) a Company incorporated under the provisions of the Companies Act, (1956 or the Companies Act, 2013 as the case may be), having its registered office at (PAN), represented by its authorized signatory (Aadhar No.....), duly authorized vide Board Resolution dated, hereinafter, referred to as the "Allottee(s)", (which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include its successor(s)-in-interest and permitted assigns).

OR

[If the allottee is a partnership firm]

M/s a partnership firm, registered under the Indian Partnership Act, 1932, having its principle place of business at(PAN-.....), represented by its authorized partner....., (Aadhar No.....) duly authorized vide hereinafter referred to as the "Allottee", (which expression shall, unless repugnant to the context or meaning thereof he deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrator of the last surviving partner and his/her/their assigns).

OR

[If the allottee is an individual]

Mr./Mrs./Ms..... (Aadhar No.) son/daughter/wife of, Mr.....
.....aged about Years, residing at , (PAN
.....), hereinafter called the "Allottee" (which expression shall unless repugnant to the
context or meaning thereof be deemed to mean and include his/her heirs, executors,
administrators, successors-in-interest & permitted assignees).

OR

[If the allottee is HUF]

Mr. /Ms. (AadharNo.....), Son /
daughter / wife of..... Aged about..... Years for self and as the Karta of Hindu
Joint Mitakshara Family known as HUF, having its place of business/ residence
at.....(PAN-.....), (hereinafter referred to as, "Allottee(s)",
(which expression shall, unless repugnant to the context or meaning thereof be deemed to
mean the members or member for the time being of the said HUF, and their respective
heirs, executors, administrators permitted assigns).

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

INTERPRETATIONS/ DEFINITIONS:

For the purpose of this agreement for sale, unless the context otherwise requires,-

- a) **"Act"** Means the West Bengal Housing Industry Regulation Act 2017, (West Ben. Act XLI of 2017).
- b) **"Rules"** Means the West Bengal Housing Industry Regulation Rules 2018 made under the West Bengal Housing Industry Regulation Act 2017.
- c) **"Regulation"** means the Regulations made under **the** West Bengal Housing Industry Regulation Act 2017.
- d) **"Section"** means a section of the Act.

WHEREAS One Smt. Ramni Mani Bewar was sole the owners of 63 decimal of Sali land under Mouza- Behala, C.S. & R.S. Dag No: 286 and 30 decimal in C.S. & R.S. Dag No. 284 C.S. Khatian No: 1927, R.S. Khatian No: 3826, J.L. No: 2, R.S. No: 83, Touzi No: 346, Police Station: Behala , District - South 24 Parganas.

WHEREAS Smt. Ramni Mani Bewar during his life time gifted 32 decimal (out of 63 decimal) of Sali land situated under Mouza - Behala, C.S. & R.S. Dag No: 286 and 30 decimal in C.S. & R.S. Dag No. 284 C.S. Khatian No: 1927, R.S. Khatian No:3826, J.L. No: 2, R.S. No: 83, Touzi No: 346, Police Station: Behala, District - South 24 Parganas to his husband Haru Chandra Sath and his brother in law Kali Charan Sath (Minor) on 01.02.1929.

WHEREAS One Buddheswar Sath and Smt. Nandarani Dasi ,Mother of Kali Charan Sath (Minor) were absolutely seized and possessed of and/or otherwise well and sufficiently entitled to in fee simple in possession of **ALL THAT** piece and parcel of land measuring 32 (Thirty two) Decimals more or less being situated under Mouza - Behala, C.S. & R.S. Dag No: 286 and 30 decimal in C.S. & R.S. Dag No. 284 C.S. Khatian No: 1927, R.S. Khatian No: 3826, J.L. No: 2, R.S. No: 83, Touzi No: 346, Police Station: Behala, District - South 24 Parganas and free from all encumbrances of whatsoever and however nature.

WHEREAS the said Buddheswar Sath and Smt. Nandarani Dasi (legal guardian of Kali Charan Sath) by a Bengali Kobala dated 7th November, 1952 sold transferred and conveyed **ALL THAT** piece and parcel of land measuring 32 (Thirty two) Decimals more or less being situated under Mouza - Behala, C.S. & R.S. Dag No: 286 and 30 decimal in C.S. & R.S. Dag No. 284 C.S. Khatian No: 1927, R.S. Khatian No: 3826, J.L. No: 2, R.S. No: 83, Touzi No: 346, Police Station: Behala, District - South 24 Parganas and free from all encumbrances of whatsoever and however nature unto and forever in favour of Sri Surendra Mohan Ghosh ,son of Late Kamaksha Charan Ghosh at or for the consideration mentioned therein and registered the same in their favour and recorded in Book No: 1, Volume No: 30, Pages 76 to 79, and being Deed No: 1858 for the year 1952.

WHEREAS in the premises the above stated Sri Surendra Mohan Ghosh became absolutely seized and possessed of and or otherwise well and sufficiently entitled to in fee simple in possession of **ALL THAT** piece and parcel of land measuring 32 (Thirty two) Decimals more or less being situated under Mouza - Behala, C.S. &

R.S. Dag No: 286 and 30 decimal in C.S. & R.S. Dag No. 284 C.S. Khatian No: 1927, R.S. Khatian No:3826, J.L. No: 2, R.S. No: 83, Touzi No: 346, Police station: Behala, District - South 24 Parganas and free from all encumbrances of whatsoever and however nature.

WHEREAS the said Sri Surendra Mohan Ghosh was ultimately during his lifetime was left with an area being ALL THAT piece and parcel of land measuring 14 (Fourteen) cottahs 10(Ten) Chittacks and 15 (Fifteen) Sq. Ft. more or less being situated under Mouza - Behala, C.S. & R.S. Dag No: 286 and 30 decimal in C.S. & R.S. Dag No. 284 C.S. Khatian No: 1927, R.S. Khatian No: 3826, J.L. No: 2, R.S. No: 83, Touzi No: 346, Police Station: Behala, District - South 24 Parganas at present being numbered as premises No: 200, Parnasree pally Road No.1, Ward No. 131, Borough No. 14 under the Kolkata Municipal Corporation morefully described in the First Schedule mentioned hereunder and free from all encumbrances, charges, liens, lispensens of whatsoever and however nature.

WHEREAS the said Sri Surendra Mohan Ghosh died on 30/12/1955 and his wife Smt. Priya Bala Ghosh died issueless (without any children) on 06/04/1963.

WHEREAS in the premises and under the Hindu Succession Act, 1956 Sri Sachindra Mohan Ghosh the only brother of the said Sri Surendra Mohan Ghosh (Since deceased) inherited all the properties left by his Late brother Surendra Mohan Ghosh by an affidavit dated 20th may of 2011 before the court of the LD. 1st Class Judicial Magistrate at Alipur, South 24 PGS.

WHEREAS the said Sri Sachindra Mohan Ghosh also died on 29/2/1972 and his wife Smt. Kanak Prova Ghosh died on 29/1/2002 leaving behind their 2 (two) sons namely Sri Sushil Chandra Ghosh, Sri Debabrata Ghosh and 4 (Four) daughters namely Ms. Mukul Ghosh (Unmarried), Smt. Krishna Ghoshal (Ghosh), Smt. Bakul Bose(Ghosh) and Smt. Shefali Bhowmick (Ghosh) who became entitled to and inherited all the properties left by their late uncle Surendra Mohan Ghosh interalia their father Sachindra Mohan Ghosh and mother as abovestated and interalia became entitled to **ALL THAT** piece and parcel of land measuring 14 (Fourteen) Cottahs 10(ten) Chittacks and 15 (fifteen) Sq.Ft. more or less being situated under Mouza - Behala, C.S. & R.S. Dag No: 286 and 30 decimal in C.S. & R.S. Dag No. 284 C.S. Khatian No: 1927, R.S. Khatian No: 3826, J.L. No: 2, R.S. No: 83, Touzi No: 346, Police Station: Behala ,District - South 24 Parganas at present being

numbered as premises No: 200, Parnasree Pally Road No: 1, Ward No: 131, Borough No. 14 under the Kolkata Municipal Corporation more fully described in the First Schedule mentioned hereunder and free from all encumbrances, charges, liens, lispendens of whatsoever and howsoever nature.

WHEREAS the said Sri Sushil Chandra Ghosh, Sri Debabrata Ghosh and 4 (FOUR) daughters namely Ms. Mukul Ghosh (Unmarried), Smt. Krishna Ghoshal (Ghosh), Smt. Bakul Bose (Ghosh) and Smt. Shefali Bhowmick (Ghosh) thereafter by an Affidavit sworn before the First Class magistrate at Alipore on 20th May, 2011 declared them to be only surviving heirs who are entitled to all the properties of their late uncle Surendra Mohn Ghosh inter alia their Father Sachindra Mohan Ghosh and mother as abovestated.

WHEREAS the said Sri Sushil Chandra Ghosh, Sri Debabrata Ghosh and 4 (Four) daughters namely Ms. Mukul Ghosh (Unmarried), Smt. Krishna Ghoshal (Ghosh), Smt. Bakul Bose (Ghosh) and Smt. Shefali Bhowmick (Ghosh) thereafter submitted the said Affidavit before the Kolkata Municipal corporation and mutated their names in respect of **ALL THAT** piece and parcel of land measuring 14 (Fourteen) Cottahs 10(ten) Chittacks and 15 (fifteen) Sq.Ft. more or less being situated under Mouza - Behala, C.S. & R.S. Dag No: 286 and 30 decimal in C.S. & R.S. Dag No. 284 C.S. Khatian No: 1927, R.S. Khatian No: 3826, J.L. No: 2, R.S. No: 83, Touzi No: 346, Police Station: Behala, District - South 24 Parganas at present being numbered as premises No: 200, Parnasree Pally Road No: 1, Ward No: 131, Borough No. 14 under the Kolkata Municipal Corporation more fully described in the First Schedule mentioned hereunder and free from all encumbrances, charges, liens, lispendens of whatsoever and howsoever nature.

WHEREAS the said Sri Sushil Chandra Ghosh, Sri Debabrata Ghosh and 4 (Four) daughters namely Ms. Mukul Ghosh (Unmarried), Smt. Krishna Ghoshal (Ghosh), Smt. Bakul Bose (Ghosh) and Smt. Shefali Bhowmick (Ghosh) after mutation as above stated became absolutely seized and possessed of and or otherwise well and sufficiently entitled to in fee simple in possession of **ALL THAT** piece and parcel of land measuring 14 (Fourteen) Cottahs 10(ten) Chittacks and 15 (fifteen) Sq.Ft. more or less being situated under Mouza - Behala, C.S. & R.S. Dag No: 286 and 30 decimal in C.S. & R.S. Dag No. 284 C.S. Khatian No: 1927, R.S. Khatian No: 3826, J.L. No: 2, R.S. No: 83, Touzi No: 346, Police Station: Behala, District - South 24 Parganas at present being numbered as premises No: 200, Parnasree Pally Road No: 1, Ward No: 131, Borough No. 14 under the Kolkata Municipal Corporation more fully described in the First Schedule mentioned hereunder and

free from all encumbrances, charges, liens, lispendens of whatsoever and howsoever nature.

WHEREAS the First party with an intention to construct multi-storied buildings on the said **ALL THAT** piece and parcel of land measuring 14 (Fourteen) Cottahs 10(ten) Chittacks and 15 (fifteen) Sq.Ft. more or less being situated under Mouza-Behala, C.S. & R.S. Dag No: 286 and 30 decimal in C.S. & R.S. Dag No. 284 C.S. Khatian No: 1927, R.S. Khatian No: 3826, J.L. No:2, R.S. No: 83, Touzi No: 346, Police Station: Behala , District - South 24 Parganas at present being numbered as premises No: 200, Parnasree Pally Road No: 1, Ward No: 131, Borough No. 14 under the Kolkata Municipal Corporation more fully described in the First Schedule mentioned hereunder and free from all encumbrances, charges, liens, lispendens of whatsoever and howsoever nature has approached the Developer/Second Part herein for construction of a building/s at the said land in accordance with the plan to be sanctioned by the Kolkata Municipal Corporation at their own costs to which Developer herein has agreed.

WHEREAS the Owners and the Developer have agreed to a development ratio of 40% to 60% which means that the owners shall be entitled to a 40% area in the new building/s to be constructed by the Developer and the Developer shall be entitled to 60 % area in the new building/s to be constructed by the developer.

WHEREAS On being approached by the Owners the Developer negotiated with the Owners and formulated a scheme of development of the said premises on certain terms, conditions and stipulations governing mutual duties and obligations.

WHEREAS With the passage of time and changed circumstances on mutual discussions and deliberations the Owners and the Developer hath thought it fit that some of the terms, conditions and stipulations contained in the Regd. agreement dated 11th July, 2015 which was duly registered in the office of the Additional Registrar, Assurance-I, Kolkata and recorded in Book No. I, Volume no-1901-2015, Pages from 31731 to 31784, being No. 190105645 for the year 2015 and hereinafter for the sake of brevity referred to as the Development Agreement.

WHEREAS Under the said development agreement the Developer has been vested with the power and authority to construct and erect the building in terms of the building sanction plan No. 2016140293 dated 21/02/2017 issued by the Kolkata Municipal Corporation authorities in the name of the Owners together with the power being vested in

the Developer to seek necessary alterations and/or modification in the said plan. The Developer duly commenced construction of the building in or upon the said premises in accordance to the said building sanction plan.

WHEREAS Under the said development agreement as per scheme formulated between the Owners and the Developer 40% of the total built up areas for residential uses including common areas and facilities comprised in the new building or buildings shall belong to the Owners on account of their allocation of the built up areas and the remaining 60% of the total built up areas both for commercial and residential uses including car parking areas and areas for common rights and facilities shall belong exclusively to the Developer on account of the Developer's allocation Provided However, the Owners' allocation are subject to adjustment of the Adjustable advance of **Rs.1,00,00,000/- (Rupees one crore only)** paid by the Developer unto the Owners which has already been adjusted as recorded in the said Development Agreement.

WHEREAS In pursuance of the said development agreement and upon due compliance of the respective obligations the Owners as well as the Developer shall be entitled to deal with their respective allocations in favour of their nominee or nominees or in any manner that they deem fit and receive consideration thereof, subject to fulfillment of the terms, conditions and stipulations more particularly contained in the said development agreement.

WHEREAS On being fully satisfied as to the marketable title made out by the Owners as well as the Developer including their respective rights to deal with their respective allocations of built up areas as also the right and interest acquired by the Developer and further that the said premises is freed and discharged of all encumbrances, liens, lispendens, charges and attachment of whatsoever in nature the Purchaser hath agreed to purchase and acquire from the Developer and the Developer hath agreed to sell and transfer **ALL THAT** the Residential flat being Unit No. on the **floor** measuring a carpet area of **sq. ft.** (super built up area **sq.ft**) a little more or less of the said building from the Developer's allocation more fully and particularly described and mentioned in the SECOND SCHEDULE hereunder written and hereinafter for the sake brevity referred to as the "SAID UNIT" TOGETHER WITH the undivided variable proportionate share or interest in the land comprised in the said premises and attributable to the said Unit AND TOGETHER ALSO WITH the undivided proportionate indefeasible variable shares or interest in the common parts, portions and facilities appertaining thereto more fully and particularly described and mentioned in FIFTH SCHEDULE hereunder

written at or for the total consideration of **Rs./- (Rupees)** only **(Principal amount Rs./- + G.S.T. @% i.e. Rs./-)**.

The agreement price as agreed between both the parties, has been determined after taking into account, all the benefits, if any, accrued on account of anti-profiteering clause under Section **171 of CGST Act, 2017**

WHEREAS-

- A.** The said land is earmarked for the purpose of building of a residential project, comprising **G + IV** multistoried apartment buildings and [insert any other components of the Projects] and the said project shall be known as **“LUCID ELINA ”**.
- B.** the Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the said land on which Project is to be constructed have been completed.
- C.** The Kolkata Municipal Corporation has granted the commencement certificate to develop the Project vide its approval dated **25.03.2017** Bearing registration no. **C 2016140147**;
- D.** The promoter has obtained the final layout plan, sanctioned plan, specification and approvals for the project and also for the apartment, plot or building, as the case may be from The Kolkata Municipal Corporation. The promoter 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.
- E.** The Promoter has been registered the project under the provisions of the Act with the West Bengal Housing Industry Regulatory Authority at _____ on _____ under registration no. _____ .

F. The Allottee had applied for an apartment in the Project vide application no. Dated And has been allotted apartment/flat no. Having carpet area of Square feet, type, on Floor in [tower/block/building] no. ("Building") along with covered parking no. measuring square feet in the [Please insert the location of the garage/covered parking], as permissible under the applicable law and of pro rata share in the common areas ("Common Area") as defined under clause (m) of section 2 of the Act (hereinafter referred to as the "Apartment" more particularly described in Schedule-A and the floor plan or the apartment is annexed hereto and marked as Schedule-B);

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

H. [Please enter any additional disclosures/details];

I. The Parties hereby confirm that they are signing this Agreement with full knowledge of the all laws, rules, regulations, notifications etc. applicable to the Project.

J. 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;

K. 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 the [Apartment/flat] and the covered parking (if applicable) as specified in Para G.

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

1. TERMS :

1.1 Subject to the terms & conditions as detailed in this Agreement, the Promoter hereby agrees to sell to the Allottee(s) and the Allottee(s) hereby agrees to purchase , the [Apartment / flat] as specified in Para 'G'

- 1.2 The Total Price for the [Apartment/ flat] based on the carpet area is Rs. (in words Rupees..... only) ("**Total Price**") (Give break-up and description):-

Block/Building/ Tower No..... Apartment/flat no. ... Type..... Floor.....	Rate of Apartment/flat per square feet*
Total Price (in Rupees)	-----

- * Provide break-up of the amounts such as cost of apartment/flat, proportionate cost of common areas, preferential location charges, cost of exclusive balcony or verandah areas, cost of exclusive open terrace areas, taxes, maintenance charges, as per Para II etc., if/ as applicable.

(AND) (if/as applicable)

Covered parking-1	Price for 1 (in Rs.)
Covered parking-2	Price for 2(in Rs.)
Total price (in Rupees)	-----

Explanation:

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

Provided that in case there is any change/ modification in the taxes, the subsequent amount payable by the Allottee(s) to the Promoter shall be increased/ reduced based on such change/ modification.

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

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

- 1.3 The Total Price is escalation free, save and except increases which the Allottee(s) hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority, from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee(s) for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/ order/ rules/ regulations to that effect along with the demand letter being issued to the Allottee(s), which shall only be applicable on subsequent payments:

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

- 1.4 The allottee(s) shall make the payment as per the payment plan set out in Schedule C ("Payment Plan").
- 1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee(s) by discounting such early payments @ _____% per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee(s) by the Promoter.
- 1.6 It is agreed that the Promoter shall not make any addition and alteration in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at Schedule 'D' and Schedule 'E' (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the Apartment/ Plot/building, as the case may be, without the previous written consent of the Allottee(s) as per the provisions of the Act:

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

- 1.7 *(Applicable in case of Apartment)* The Promoter shall confirm to the final carpet areas that has been allotted the Allottee after in construction of the building is complete and

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

1.8 Subject to Para 9.3 the Promoter agreed and acknowledges, the Allottee shall have the right to the Apartment/ flat as mentioned below:

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

1.9 The Promoter agrees to pay all outgoings/ dues before transferring the physical possession of the Apartment/ flat to the Allottee(s) which it has collected from the Allottee(s), for the payment of outgoings/dues (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). If the Promoter fails to pay all or any of the outgoings/ dues collected by it from the Allottee(s) or any liability, mortgage loan and interest thereon before transferring the Apartment/ flat to the Allottee(s), the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings/ dues and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.

1.10 The Allottee has paid a some of Rs. ----- (Rupees----- only) as booking amount being part payment towards the Total Price of the [Apartment/ flat] at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the [Apartment/ flat] as prescribed in the payment plan at [Schedule C] as may be demanded by the Promoter within the time and manner specified therein.

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

2. **MODE OF PAYMENT:**

Subject to the terms of the agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the payment plan [through account payee Cheque / Demand draft/ Banker's cheque or Online payment (as applicable) in favour of **LUCID TOWERS LLP**, payable at **KOLKATA**.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

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

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

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

5. **TIME IS ESSENCE :**

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

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

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Apartment/ Plot and accepted the floor plan, payment plan and the specification, amenities and facilities annexed along with this Agreement which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities, Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent authorities and shall also strictly abide by the bye-laws, FAR, and density norms and provisions prescribed by the(Please insert the relevant State Laws) and shall not have an option to make any variation/ alteration/ modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of this Agreement.

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

- 7.1 Schedule for possession of the said [Apartment / flat]** – The Promoter agrees and understands that timely delivery of possession of the [Apartment/ flat] to the Allottee and the common areas to the Association of allottees or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to handover possession of the [Apartment/ flat] along with ready and complete common areas with all specifications, amenities and facilities of the Project in place on **31.12.2019** unless there is delay or failure due to war, flood, drought, fire, cyclone earthquake or any other calamity caused by nature effecting the regular development of the real estate project ("*Force Majeure*"). If, however, the completion of Project is delayed due to the *Force Majeure* conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the [Apartment/ flat].

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

- 7.2 Procedure for taking possession-** The Promoter, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the [Apartment/ Plot], to the Allottee(s) in terms of this Agreement to be taken within 2 (two) months from the date of issue of occupancy certificate. [Provided that, in the absence of local law, the conveyance deed in favor of the Allottee shall be carried out by the Promoter within three months from the date of issue of occupancy certificate]. The Promoter agrees and undertakes to indemnify the Allottee(s) in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee(s), after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/ Association of Allottees, as the case may be, after the issuance of completion certificate for the Project. The Promoter shall handover the occupancy certificate of the Apartment/ flat, as the case may be, to the Allottee at the time of conveyance of the same.

7.3 Failure of Allottee to take possession of [Apartment/ flat]- Upon receiving a written intimation from the Promoter as per Para 7.2 above, the Allottee(s) shall take possession of the [Apartment/ flat] from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoter shall give possession of the [Apartment/ flat] to the Allottee(s). In case the Allottee(s) fails to take possession within the time provided as per Para 7.2 above, such Allottee shall continue to be liable to pay maintenance charges as specified under Para 7.2 above.

7.4 Possession by the Allottee- After obtaining the occupancy certificate* and handing over physical possession of the [Apartment/ flat] to the Allottee, it shall be the responsibility of the Promoter to handover the necessary documents and plan, including common areas to the Association of allottees or the competent authority, as the case may be, as per the local laws:

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

7.5 Cancellation by Allottee- The Allottee(s) shall have the right to cancel/withdraw his allotment in the Project as provided in the Act:
Provided that where the Allottee(s) proposes to cancel/withdraw from the Project without any fault of the Promoter, the Promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the Allottee(s) shall be returned by the Promoter to the Allottee(s) within forty-five days of such cancellation.

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

Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the said [Apartment/ Plot] (i) in accordance with the terms of this Agreement, duly completed by the date specified in Para 7.1 above; or (ii) due to discontinuance of his business as a developer on account of

suspension or revocation of the registration under the provisions of the Act; or for any other reason; the Promoter shall be liable, on demand to the Allottee, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the [Apartment/ flat], with interest including compensation in the manner as provided under the Act within forty-five days of it becoming due:

Provided that where if the Allottee does not intent to withdraw from the Project the Promoter shall pay the Allottee interest for every month of delay, till the handing over of the possession of the [Apartment/ flat], which shall be paid by the Promoter to the Allottee within forty-five days of it becoming due.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER :

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

- (i) The Promoter has absolute, clear and marketable title with respect to the said Land and the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project;
(In case there are any encumbrances provide details of such encumbrances including any rights, title, interest and name of party in or over such land)
- (iv) There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the [Apartment/ flat];
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and [Apartment/ flat] are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and [Apartment/ flat] and common areas;
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee(s) created herein, may prejudicially be affected;
- (vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said [Apartment/ flat] which will, in any manner, affect the rights of Allottee(s) under this Agreement;

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

9. EVENTS OF DEFAULTS AND CONSEQUENCES :

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

- (i) The Promoter fails to provide ready to move in possession of the [Apartment /Flat] to the Allottee(s) within the time period specified in Para 7.1 above in this Agreement or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this Para, 'ready to move in possession' shall mean that the Apartment/ flat shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority;

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

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

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

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

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

- (i) In case the Allottee(s) fails to make payments for Two consecutive demands made by the Promoter as per the payment plan annexed hereto, despite having been issued notice in that regard, the Allottee(s) shall be liable to pay interest to the Promoter on the unpaid amount at the rate prescribed in the Rules.
- (ii) In case of default by Allottee under the conditions listed above continues for a period beyond Two consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the [Apartment/ flat] in favour of the Allottee(s) and refund the money paid to him by the Allottee(s) by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated :

Provided that the Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination.

10. CONVEYANCE OF THE SAID APARTMENT/ FLAT :

The Promoter, on receipt of Total Price of the [Apartment/ flat] as per Para 1.2 under the Agreement from the Allottee shall execute a conveyance deed and convey the title of the [Apartment/ flat] together with proportionate indivisible share in common areas within three months from the date of issuance of the occupancy certificate and the completion certificate, as the case may be, to the Allottee:

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

However, in case the Allottee(s) fails to deposit the stamp duty, registration charges within the period mentioned in the demand notice, letter, the Allottee(s) authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee(s).

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

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

12. DEFECT LIABILITY :

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per this Agreement relating to such development is brought to the notice of the Promoter within a period of five years by the allottee from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within thirty days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee(s) shall be entitled to receive appropriate compensation in the manner as provided under the Act.

13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

The Promoter/ maintenance agency/Association of allottees shall have rights of unrestricted access of all common areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Allottee(s) agrees to permit the Association of allottees and/or maintenance agency to enter into the [Apartment/ Plot] or any. Part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

14. USAGE:

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

15. COMPLIANCE WITH RESPECT TO THE APARTMENT/ FLAT :

15.1 Subject to Para 12 above, the Allottee(s) shall, after taking possession, be solely responsible to maintain the said [Apartment/ flat] at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the said building [Apartment/ flat], or the staircases, lifts, common passages, corridors, circulation areas, atrium or compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the said Apartment/ flat, and keep the said Apartment/ flat, its walls and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the building is not in any way damaged or jeopardized.

15.2 The Allottee further undertakes, assures and grants that he/ she would not put any sign-board/ name-plate, neon light, publicity material or advertisement

material etc. on the façade of the building or anywhere on the exterior of the Project, building therein or common areas. The Allottee also not change the color scheme of outer wall or painting of the exterior side of windows or carry out any change in the exterior elevation or design. Further the Allottee shall store any hazardous or combustible goods in the [Apartment/ flat] or place any heavy material in the common passages or staircase of the building. The Allottee shall also not remove any wall, including the outer and load wall of the [Apartment/ flat].

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

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

The Parties are entering into this Agreement for the allotment of a [Apartment/ Plot] with the full knowledge of all laws, rules, regulations, notifications applicable to the Project.

17. **ADDITIONAL CONSTRUCTIONS:**

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

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

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

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

The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the *(Please insert the name of the apartment ownership Act)*. The promoter

showing compliance of various laws/ regulations as applicable in
.....

20. **BINDING EFFECT :**

Forwarding this Agreement to the Allottee(s) by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee(s) until, firstly, the Allottee(s) signs and delivers this Agreement with all the Schedules along with the payments due as stipulated in this payment plan within thirty days from the date of receipt by the Allottee(s) and secondly, appears for registration of the same before the concerned Sub-Registrar **A.R.A., KOLKATA/D.S.R., SOUTH 24 PARGANAS** as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within **30 (thirty) days** from the date of its receipt by the Allottee(s) and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee(s) for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee(s), application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee(s) in connection therewith including the booking amount shall be returned to the Allottee(s) without any interest or compensation whatsoever.

21. **ENTIRE AGREEMENT:**

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

22. **RIGHT TO AMEND :**

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

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

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

24. WAIVER NOT A LIMITATION TO ENFORCE:

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

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

25. SEVERABILITY:

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

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

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

27. FURTHER ASSURANCES:

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

28. PLACE OF EXECUTION :

The execution of this Agreement shall be completed only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in ----- after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar **at A.R.A., KOLKATA/D.S.R., SOUTH 24 PARGANAS**. Hence this Agreement shall be deemed to have been executed at - -----.

29. NOTICES:

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

M/s LUCID TOWERS LLP	Allottee(s) name
Address: Centre Point, 21, Hemant Basu Sarani, 3 rd floor, Room No. 306 , Kolkata - 700 001	Address.....

It shall be the duty of the Allottee and promoter to inform each other of any changes subsequent to the execution of this Agreement in the above address by 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 Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottee(s).

31. SAVINGS:

Any application letter, allotment letter, agreement, or any other document signed by the allottee, in respect of the apartment, 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 the rules or the regulations made thereunder.

32. GOVERNING LAW:

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

33. DISPUTE RESOLUTION :

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

" Any additional terms and conditions are not in derogation of or inconsistent with the terms and conditions set out in the WBHIRA Act and the Rules and Regulations made thereunder."

**SCHEDULE-‘A’ - DESCRIPTION OF THE [APARTMENT/FLAT] AND TILE COVERED
PARKING (IF APPLICABLE) ALONG WITH BOUNDARIES IN ALL FOUR
DIRECTIONS**

ALL THAT being Apartment No./Flat No..... on the **floor** measuring a carpet area of **sq. ft.**(super built up area **sq.ft**) a little more or less with/without covered car parking space at Ground floor in the building known as “ LUCID ELINA” situated at 200, Parnashree Pally, Road no 1,Ward No. 131, P. S. Behala (at present Parnashree), Kolkata – 700 060 which is under construction TOGETHER WITH the undivided proportionate share or interest in the land comprised in the said premises and marked in red in the plan attached hereto.

SCHEDULE-‘B’ - FLOOR PLAN OF THE APARTMENT/FLAT

SCHEDULE- 'C' - PAYMENT PLAN

	PRINCIPAL AMOUNT (Rs.)	G.S.T. @% (Rs.)	TOTAL AMOUNT (Rs.)
On or before the execution of the Agreement (10% of Total Value)			
On completion of Brick work of the said unit (40% of Total Value)			
On completion of flooring of the said unit (40% of Total Value)			
On possession of the said unit (10% Balance Amount)			

Note : The cost of Maintenance has not been included in the total price of the apartment/flat.

SCHEDULE- 'D' - SEPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE APARTMENT/ FLAT)

FOUNDATION AND STRUCTURE :

- RCC Structure.

WALLS :

- Putty finish.

WINDOWS :

- Sliding aluminum Windows with grills.

DOORS :

- Entrance – Flush door with both or one side laminate pasting.
- Internal – Flush door.

FLOORING :

- Vitrified tiles flooring of size 2ft/2ft.
- Bathroom & Kitchen tiles flooring.

KITCHEN :

- Cooking platform with granite.
- Ceramic tiles 24" above cooking platform.
- Stainless steel sink

SANITARY FITTINGS, PLUMBING, WATER SUPPLY :

- Bathrooms – Concealed Pipelines.
- White porcelain commode, washbasin with fittings.
- Bathrooms with tiles flooring and walls with glazed tiles upto Door height.
- Hot water provision in All toilets.

ELECTRICAL INSTALLATIONS :

- Concealed PVC conduit pipe with copper wiring in all rooms.
- Three light points, one fan point, Two plug points and one AC point in Master Bedroom
- Three light points, one fan point, Two plug points in Other Bedroom/s
- One TV, one telephone and an intercom point in living room.
- Two light points, One chimney point, Two plug points in each Kitchen
- Two light points, One Geyser point, One plug point and one fan point in each toilet
- One light point and one fan point in each balcony

- Generator for power back up at additional cost (Optional).

LIFT :

- Elevators will be provided.

SCHEDULE- 'E' - SEPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE PROJECT)

1. The foundation, columns beams and supports.
2. Corridors, lobbies, stairs, stairways and landing, driveways, passages etc.
1. Entrance lobby.
2. Roof
3. Lift
4. Water sewerage and drainage connection pipes for the unit/apartments to drain and sewers common to new buildings and to the main municipal drains and septic tank at the premises.
5. Generator and Intercom.
6. Overhead and semi-underground water tank and fire fighting tank.
7. The right of the Purchaser shall remain restricted to the particular unit and also avail the common facilities but will have no rights over the open spaces and/or roof.

(The Schedules to this Agreement for sale shall be as agreed to between the Parties)

*or such other certificate by whatever name called issued by tire competent authority.

SCHEDULE- 'F' :

1. All proportionate costs of maintenance operations replacements services and white washing, painting rebuilding reconstructing, decorating, redecoration of all other common areas/parts its fixtures, fittings, electrical wiring and

equipment in under or upon the building enjoyment or used common by the occupiers of the building .

2. The salaries and other expenses incurred for and payable to any person or agency employed for common purposes including security, electrician, maintenance, plumber, administration of the building, accountant clerks gardeners sweepers etc.
3. Insurance premium for insuring the building and every part thereof against earthquake, damages, fire, lightening, mob violence, civil commotion etc. if insured.
4. Expenses for supplies of common utilities electricity water organization and payment of all other incidental thereto.
5. Other contributions.
6. Municipal and other rates and taxes and levies and all other and/or incurred in respect of any Unit/appurtenants or portion of land.
7. Costs and establishment and operational charges of the Owners of the Association of the Co-operative Society or Private Limited Company relating to common expenses.
8. All such other expenses and outgoings as are deemed by the Owners to be necessary for or incidental thereto.
9. Electricity charges or expenses for lighting all the common parts, outer walls of the building, parking space and for operation of all the common areas.
10. Operational costs, maintenance, replacement of the fire-fighting security systems, generator and other gadgets, equipments which may be installed for.
11. Capital expenses costs for charge or replacement of equipments.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for sale at (city/town name) in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee: (including joint buyers)

(1) Signature _____

Name _____

Address _____

*Please affix
photographs
and sign
across the
photograph*

(2) Signature _____

Name _____

Address _____

*Please affix
photographs
and sign
across the
photograph*

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Developer:

(1) Signature _____

Name _____

Address _____

*Please affix
photographs
and sign
across the
photograph*

At _____ on _____ in the presence of:

WITNESSES:

1. Signature _____

Name _____

Address _____

2. Signature _____

Name _____

Address _____