

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE (“Agreement”) executed on this _____ Day
of _____, 2021.

By and Between

BHAGAT CONSTRUCTION a proprietorship firm having its office at 90/1, pipe Road,
Chiria More, Barrackpore, 24Parganas(N), P.O – Barrackpore, P.S – Titagarh, Kolkata –
700 120, represented by its Proprietor **Mr. Birendra Bhagat (Pan No. AGVPB4287H)**,

Aadhar No. 7455-3919 7559, son of Munilal Bhagat, by faith Hindu, by occupation – Business, by Nationality – Indian, residing at 90/1, pipe Road, Chiria More, Barrackpore, 24Parganas(N), P.O – Barrackpore, P.S – Titagarh, Kolkata – 700 120, hereinafter referred to as the “**PROMOTER**” (which expression shall unless repugnant to the context thereof be deemed to mean and include its, successor-in-interest and permitted assigns)

AND

SRI..... (PAN-.....) (Aaddhar) son of , residing at , India, hereinafter called the “**ALLOTTEE**” (which terms and expression shall unless excluded by or repugnant to the context thereof be deemed to mean and include his/her heirs, executors, administrators, successor-in-interest and permitted assigns)

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

DEFINITIONS:

For the purpose of this Agreement for Sale, unless the context otherwise requires-

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

WHEREAS:

A. By a Deed of Family Settlement dated 13.11.1967 registered in the Office of the Sub-Registrar Cossipore Dum Dum in Book No. I, Volume No.129, at Pages from 108 to 131, being Deed No.9112 for the year 1967, Abdul Rab Mondal, Monohar Necha Bibi, and Khodejan Bibi all became the absolute owner of 14 decimals land out of 27 decimals in C.S Dag No.1033, R.S /L.R Dag No.1096, under C.S Khatian No.773, in Mouza – Reckjoani, J.L No.13, Police Station – Rajarhat, A.D.S.R Rajarhat, within the limits of Raharhat Bishnupur 1 No. Gram Panchayet, in the District – North 24 Pargahas.

AND WHEREAS While said Monohar Necha Bibi and Khodejan Bibi jointly owned and peacefully possess 7 decimals of land out of 14 decimals land out of 27 decimals in C.S Dag No. 1033, R.S /L.R Dag No. 1096, under C.S Khatian No.773, in Mouza – Reckjoani, J.L No.13, Police Station – Rajarhat, A.D.S.R Rajarhat, within the limits of Raharhat Bishnupur 1 No. Gram Panchayet, in the District – North 24 Parganas, transferred and sold the said piece and parcel of land to Madhusudan Dutta, Subimal Dutta, Satyandranath Dutta ans Shri Bhuban Kanti Dutta by virtue of Bengali Sale Deed dated 06/11/1971 registered before the office of A.D.S.R Barasat, Registry Office, North 24 Parganas recorded in Book No. I, Volume No. 8, Pages 252 to 259, Being No.696 for the Year 1971.

AND WHEREAS While the said Shri Madhusudan Dutta, Subimal Dutta, Satyandranath Dutta ans Shri Bhuban Kanti Dutta peacefully possessed and owned the said 7 decimals of land out of 14 decimals land out of 27 decimals in C.S Dag No. 1033, R.S /L.R Dag No 1096, under C.S Khatian No.773, in Mouza – Reckjoani, J.L No.13, Police Station – Rajarhat, A.D.S.R Rajarhat, within the limits of Raharhat Bishnupur 1 No. Gram Panchayet, in the District – North 24 Parganas, transferred to Abdul Rob Mondal (Husband of Land owner of 1 and father of owner No.2 & 3) by

virtue of Bengali Sale Deed registered in the of the Cossipore Dum Dum on 19/01/1972 recorded in Book No. I, Volume No. 6, Pages 279 to 281, Being No.221 for the Year 1972.

AND WHEREAS Thus Abdul Rob Mondal became the owner and possessor of ALL THAT piece and parcel of Danga land measuring 14 (fourteen) decimal comprised in C.S Dag No. 1033, **R.S /L.R Dag No 1096**, in Mouza – Reckjoani, J.L No.13, Police Station – Rajarhat, and recorded his name under L.R Khatian No. 1560 before the Block and land Reforms Office Rajarhat, North 24 Parganas under Additional District Sub-Registration Office at Rajarhat within the local limits of Rajarhat Bishnupur 1No. Gram Panchyot, in the District – north 24 Parganas morefully described in **First Schedule**.

AND WHEREAS That said Abdul Rob Mondal died intestate leaving behind his three legal heirs namely Hasina Bibi(wife) and two sons namely Md. Sahidul Islam and Saiful Islam as the owner and possessor of ALL THAT piece and parcel of Danga land **measuring 14(fourteen) decimal Equivalent to 566.55 Sq.Meter** comprised in C.S Dag No. 1033, **R.S /L.R Dag No 1096**, in Mouza – Reckjoani, J.L No.13, Police Station – Rajarhat, and recorded his name under L.R Khatian No. 1560 before the Block and land Reforms Office Rajarhat, North 24 Parganas under Additional District Sub-Registration Office at Rajarhat within the local limits of Rajarhat Bishnupur 1No. Gram Panchyot, in the District – north 24 Parganas morefully described in **First Schedule**.

AND WHEREAS said Hasina Bibi, Md. Sahidul Islam and Saiful Islam executed a registered Development agreement on 9th February 2018 with present Developer **BHAGAT CONSTRUCTION** for developing the aforesaid plot of land, under some

terms and conditions more fully described in the said Development Agreement which duly registered on 09/02/2018 at A.D.S.R Rajarhat Newtown, recorded in Book No. I, Volume No. 1523-2018, pages from 62868 to 62915, being No. 01582 for the year 2018.

AND WHEREAS said Hasina Bibi, Md. Sahidul Islam and Saiful Islam executed a registered Development Power of Attorney in favour of **Mr. Birendra Bhagat** the Developer herein which duly registered on 09/02/2018 at A.D.S.R Rajarhat Newtown, recorded in Book No. I, Volume No. 1523-2018, pages from 62868 to 62915, being No. 01582 for the year 2018.

AND WHEREAS That after aforesaid Development agreement and Registered Development Power of Attorney said Hasina Bibi, Md. Sahidul Islam and Saiful Islam mutated their name at B.L and L.R.O office in respect of separate [**L.R Khatian No. 8121** in the name of Hasina Bibi], [**L.R Khatian No. 8122** in the name of Md, Saidul Islam], [**L.R Khatian No. 8123** in the name of Md, Saiful Islam], in respect of **R.S /L.R Dag No.1096**.

AND WHEREAS One Sri Haridhan Mondal and Shri Guru Das Mondal both son of Joy Krishna Mondal was the absolute owner of 48 decimal land in R.S Dag No. 1090 and 1095, recorded in R.S Khatian No.1637 and 470, in Mouza – Reckjoani, under Police Station – Rajarhat, in the district of North 24 Parganas by virtue of Partition Deed dated 29.08.1989 registered in the office of AD.S.R Bidhannagar, Salt Lake City, recorded in Book No.I, Deed No. 7044 for the year 1989.

AND WHEREAS While said Sri Haradhan Mondal and Shri Guru Das Mondal jointly owned and peacefully possess 48 decimal land in R.S Dag No. 1090 and 1095, recorded in R.S Khatian No.1637 and 470, in Mouza – Reckjoani, J.L No.13 under Police Station – Rajarhat, in the district of North 24 Parganas, transferred and sold 2

Cottahs 2 Chittacks and 27 Sq.ft. out of 48 decimals of land equivalent to 3.4654 (Three point four six five four) decimals to Dhirendranath Das, son of Mangal Chandra Das by virtue of Sale Deed Dated 03/10/1989 registered before the office of A.D.S.R Bidhannagar, recorded in Book No.1, Volume No. 161, Pages 297 to 308, Being No.7553 for the year 1980.

AND WHEREAS While the said Dhirendranath Das peacefully possessed and owned the said 2 Cottahs 2 Chittacks and 27 Sq.ft. out of 48 decimals of land equivalent to 3.4654 (Three point four six five four) decimals in R.S Dag No. 1090 and 1095 recorded in R.S Khatian No.1637 and 470, in Mouza – Reckjoani, J.L No.13 under Police Station – Rajarhat, in the district of North 24 Parganas, transferred and sold the said property to Sisir Mandal and Smt Priyanka Mandal by virtue of Bengal Sale Deed registered in the Office of Sub-Registry office A.D.S.R Rajarhat on 6.12.2016 recorded in Book No.I, Volume No. 1523-2016, Pages No. 365538 to 365556, Being Deed No. 152312143 for the year 2016.

AND WHEREAS Thus Sisir Mandal and Smt Priyanka Mandal became the owner of possessor of ALL THAT piece and parcel of **(1) Pukur land measuring 0.3654 (zero point three six five four) decimal** out of 21 Decimal comprised in C.S Dag No.1029, R.S/L.R Dag No. 1090 under R.S Khatian No. 1637, **(2) Danga Land measuring 3.10 (Three point one zero) decimal equivalent to 125.45 Sq.Meter**, out of 33 Decimal comprised in C.S Dag No.1032, R.S/L.R Dag No. 1095 under R.S Khatian No. 470, all are recorded under L.R Khatian No. 5292 and 5489 in Mouza – Reckjoani, J.L No.13 under Police Station – Rajarhat, A.D.S.R Office at Rajarhat within the local limits of Rajarhat Bishnupur 1 No. Gram Panchyat , in the District – North 24 Parganas, totaling to land measuring **3.4654 (Three point Four Six Five frou) decimal equivalent to 140.23 Sq.Meter.**

AND WHEREAS said Sisir Mandal and Smt Priyanka Mandal executed a registered

Development agreement on 9th February 2018 with present Developer **BHAGAT CONSTRUCTION** for developing the aforesaid plot of land, under some terms and conditions more fully described in the said Development Agreement which duly registered on 09/02/2018 at A.D.S.R Rajarhat Newtown, recorded in Book No. I, Volume No. 1523-2018, pages from 62916 to 62958, being No. 01584 for the year 2018.

AND WHEREAS said Sisir Mandal and Smt Priyanka Mandal executed a registered Development Power of Attorney in favour of **Mr. Birendra Bhagat** the Developer herein which duly registered on 09/02/2018 at A.D.S.R Rajarhat Newtown, recorded in Book No. I, Volume No. 1523-2018, pages from 62916 to 62958, being No. 01584 for the year 2018.

AND WHEREAS The present owners Hasina Bibi, Md. Sahidul Islam, Saiful Islam, Sisir Mandal and Smt Priyanka Mandal herein amalgamated their respective plot of land into a single plot of land in total measuring **17.10 decimal more or less equivalent to 10(ten) Cottahs 5(five) Chittacks 23.76 (twenty three point seven six) Sq.ft. equivalent to 692 Sq.Meter** described in the First Schedule hereunder written.

AND WHEREAS by virtue of the said Two Development Agreement and Two registered Development power of Attorney the Developer has taken delivery of peaceful and khas possession of the Bastu land measuring **17.10 decimal more or less equivalent to 10(ten) Cottahs 5(five) Chittacks 23.76 (twenty three point seven six) Sq.ft. equivalent to 692 Sq.Meter** more or less lying and situate at Mouza- Reckjoani, J.L No. 13, R.S/L.R Dag No. 1095 & 1096, R.S No. 198, L.R Khatian No. 8121, 8122, 8123, 5292 & 5489, P.S- Rajarhat, under Bishnupur 1No Gram Panchayat, District 24 parganas (North), as specifically mentioned in the First Schedule mentioned hereinafter.

B. The said Land is earmarked for the purpose of building a residential project comprising multistoried apartment buildings and the said project shall be known as “BHAGAT SAPPHIRE” (THE SAID PROJECT)

Provided that where land is earmarked for any institutional development the same shall be used for those purpose only and no commercial development shall be permitted unless it is a part of the plan approved by the competent authority.

C. 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;

D. The Rajarhat Panchayat Samity has granted the commencement certificate to develop the project vide approval dated 17.09.2019 bearing registration No.2826/RPS.

E. 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 ZILA PARISHD. The promoter agrees and undertakes that that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws applicable.

F. The Promoter has registered the project under the provision of the Act with the West Bengal Housing Industry Regulatory Authority .

G. The Allottee had applied for an apartment in the Project vide *application No.* _____ dated _____ and has been allotted apartment No _____ having carpet area of _____ Square feet, type, on floor in [tower/block/building] no _____ (“Building”) along with

garage/covered parking no _____ admeasuring _____ Square feet in the _____ [Please inset the location of the Garage/covered car parking), as permissible under the applicable law and of pro rate in the common areas (Common Areas”) as defined under clause (m) of the 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).

- H. The Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual right and obligations detailed herein:
- I. [Please enter any additional disclosure /details]
- J. The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc, applicable to the Project.
- K. The Parties relying on the confirmations, representations and assurances of the each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter.
- L. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agree to purchase the [Apartment] and the Garage/covered parking (if applicable) .

NOW THEREFORE, in consideration of the mutual representations, 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 and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and hereby agree to purchase, the [Apartment] as specified

1.2 The total Price for the [Apartment] based on the carpet area is Rs. _____(Rupees _____) only (“**Total Price**”) (Give break up and description) :

Block/Building/Tower No _____ Apartment No. _____ Type _____ Floor _____	Rate of Apartment per Square feet*
Total price (in rupees)	

- Provide break up of the amounts such as cost of apartment, cost of exclusive balcony or verandah areas, cost of exclusive open terrace area, Proportionate cost of common areas, preferential location Charges, taxes, maintenance charges as per para II etc, if/as applicable

[and] [if/as applicable]

Garage/Covered parking-1	Price for 1
Garage/Covered parking-2	Price for 2
Total price (in Rupees)	

Explanation :

- (i) The Total Price above includes the booking amount paid by the allottee to the Promoter towards the [Apartment/plot]

- (ii) The Total Price of Apartment includes recovery of price of land, cost of construction of not only the Apartment but also the Common Areas, internal development charges, external development charges, taxes, cost of providing electrical wiring, electrical connectivity to the Apartment, lift, water line and plumbing, tiles, doors, windows, fire detection and fire-fighting equipment in the Common Areas, maintenance deposits and other charges as mentioned in Clause 1.2 above and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project.

1.3 The Total Price is escalation-free, save and except increases which The Allottee hereby agrees to pay due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority from time to time. The Co-Owner/Developer undertakes and agrees that while raising a demand on The Allottee for increase in development charges, costs/charges imposed by the competent authorities, the Co-Owner/Developer shall enclose the said notification/order/rule/ regulation to that effect along with the demand letter/email 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 extended) the same shall not be charged from The Allottee.

1.4 The Allottee shall make the payment to the Co-Owner/Developer as per the payment plan set out of the **SCHEDULE - C** hereto (the "**PAYMENT PLAN**").

1.5 The Promoter may allow , in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting early payments.

1.6 It is agreed that the Promoters shall not make any additions and/or alterations in the sanctioned plan of the Project and/or Complex, lay-out plans and specifications and the nature of fixtures, fittings and amenities described herein **SCHEDULE-D&E** herein (which shall be in conformity with the advertisement, prospects etc. on the basis of which sale is effected) in respect of the Apartment without the previous written consent of The Allottee, as per the provisions of the Act, provided that, the Promoters may make such minor additions or alterations, as may be required by The Allottee provided such minor changes or alteration are as per the provisions of the Act.

1.7 The Co-Owner/Developer shall confirm to The Allottee the final carpet area of the Apartment that has been allotted to The Allottee after the construction of the Building in which the Apartment is situated is complete and the occupancy certificate (or such other certificate by whatever name called is issued by the competent authority) 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 Co-Owner/Developer. If there is reduction in the carpet area, then the Co-Owner/Developer shall refund the excess money paid by The Allottee within 45 (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 an increase in the carpet area, which is not more than three percent of the carpet area of the apartment allotted to The Allottee, the Co-Owner/Developer 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 the Promoters agrees and acknowledges, that The Allottee shall have the

right to the Apartment as mentioned below:

- (i) The Allottee shall have exclusive ownership of the Apartment;
- (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share/interest of The Allottee in the Common Areas is undivided and cannot be divided or separated, The Allottee shall use all Common Areas along with other Allottee, maintenance staff etc. of the Project/Complex, without causing any inconvenience or hindrance to them. It is clarified that the Promoters shall hand over the Common Areas to the association of Allottee after duly obtaining the completion certificate from the competent authority as provided in the Act.
- (iii) The rights of The Allottee are limited to ownership of the said Apartment and The Allottee hereby accept the same and The Allottee shall not, under any circumstances, raise any claim, of ownership, contrary to the above. The Common Areas shall always be and remain subject to change and modification, as may be deemed fit and necessary by the Promoters (without affecting the rights of The Allottee, prejudicially) to accommodate its future plans regarding the Said Land and/or the Project/Complex and The Allottee hereby accept the same and shall not, under any circumstances, raise any objection, or hindrances thereto and/or shall be deemed to have granted an unconditional approval to such change in Common Areas.
- (iv) The Allottee shall only have user rights in the Common Areas of the Project/Complex to the extent required for beneficial use and enjoyment of the said Apartment and The Allottee hereby accept the same and The Allottee shall not, under any circumstances, raise any claim of ownership of any component or constituent of the Common Area of the Project/Complex. The Allottee has the right to visit the project site to assess the extent of development of the projects and his apartment.

1.9 It is made clear by the Promoters and The Allottee agrees that the Apartment (along with the covered independent/covered dependent parking/open independent/ open dependent parking/basement

independent/ basement dependent/ Mechanical car parking/ Two wheeler Parking, as the case may be, if any, allotted to The Allottee by the Promoter and as so mentioned in the **SCHEDULE-A** hereto shall be treated as a single individual unit for all purposes. It is agreed that the Project/Complex is an independent self-contained Project covering the Said Land and/or the additions made thereto 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 the Project's facilities and amenities shall be available only for use and enjoyment of The Allottee (including The Allottee herein) of the Project/Complex.

1.10 The Promoter agrees to pay all outgoing before transferring the physical possession of the apartments to The Allottee, which the Co-Owner/Developer has collected from The Allottee (including The Allottee herein) for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances, and such other liabilities payable to competent authorities, banks(s) and financial institutions which are related to the Project).

If the Co-Owner/Developer fails to pay all or any of the outgoings collected by the Co-Owner/Developer from The Allottee, (including The Allottee herein) or any liability, mortgage loan and interest thereon before transferring the apartments respectively to The Allottee, then, and in such event, the Co-Owner/Developer agrees to be liable, even after the transfer of the Apartment , to pay such outgoings and penalty charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceeding which may be taken therefore by such authority or person.

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

1.11 The Allottee has paid a sum of Rs..... as booking amount being part payment towards the Total Price of the (Apartment/Plot) 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/Plot) as prescribed in the Payment Plan Schedule – C

2 MODE OF PAYMENT:

Subject to the terms of the Agreement, The Allottee shall make all payments and the Co-Owner/Developer abiding by the construction milestones, on written demand/e-mail by the Co-Owner/Developer, within the stipulated time as mentioned in the Payment Plan or otherwise, through account payee cheque/ demand draft/ banker's cheque or online payment (as applicable) in favour of "**M/S BHAGAT CONSTRUCTION**" payable at KOLKATA or in the manner mentioned in the said demand/email. Outstation cheques shall not be accepted.

3. COMPLIANCE OF LAW 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 there under or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfil 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 Allottee' part to comply with the applicable guidelines issued by the Reserve Bank of India, the Allottee 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 Promoters accepts no responsibility in regard to matters specified in para 3.1 above. The Allottee shall keep the Promoters 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 Promoters immediately and comply with necessary formalities if any under the applicable laws. The Promoters 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 Promoters shall be issuing the payment receipts in favour of The Allottee only.

4 ADJUSTMENT/APPROPRIATION OF PAYMENTS:

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

5 TIME IS ESSENCE:

The Promoters shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project/Complex with the Authority and towards handing over the Apartment to The Allottee and the Common Areas to the association of Allottee or the competent authority, as the case may be. The Common Areas, amenities and facilities of the said Project/Complex, however, will be handed over only upon of completion of the Full Project/ Complex in due course of time.

6 CONSTRUCTION OF THE PROJECT/APARTMENT:

The Allottee have seen and accepted the proposed layout plan of the Apartment and also the floor plan as also shown in **SCHEDULE-B (Floor Plan)** to the, specifications, amenities and facilities of the Apartment/Project as mentioned in the **SCHEDULE-D&E**, hereto and have accepted the same which has been approved by the competent authority, as represented by the Promoters. The Promoters shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities. Subject to the terms of this Agreement, the Promoters 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 concerned authorities 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 Promoters shall constitute a material breach of the Agreement.

7 POSSESSION OF THE APARTMENT:

- 7.1 **Schedule for possession of the Apartment** - The Promoters agrees and understands that timely delivery of possession of the Apartment to The Allottee on 30.12.2023 along with the Common Areas to be handed over to the association of Allottee is the essence of the Agreement along with Completion certificate / Occupancy certificate. It is clarified that the Allottee reserves the right to take the possession of the apartment prior to the completion of the common areas. The Promoters assures to hand over possession of the Apartment along with right to use Common Areas with all specifications, amenities and facilities of the Said Project/Complex to be in place by-unless there is delay or failure due to war, flood, pandemic, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the G +IV storied building (the **"FORCE MAJEURE"**). If, however, the completion of the SaidProject/Complex is delayed due to the Force Majeure conditions then The Allottee agrees that the Promoters shall be entitled to the extension of

time for delivery of possession of the Apartment, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoters to implement the Said-Project/Complex due to Force Majeure conditions, then this allotment shall stand terminated and the Co-Owner/Developer shall refund to The Allottee the entire amount received by the Co-Owner/Developer from the allotment within 60 days from that date. The Promoters shall intimate to 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 The Allottee shall not have any rights, claims etc. against the Promoters and that the Promoters shall be released and discharged from all its obligations and liabilities under this Agreement.

- 7.2 **Procedure for taking possession** - The Promoters, upon obtaining the occupancy certificate or completion certificate (or such other certificate by whatever name called issued by the competent authority) from the competent authority shall within a maximum period of fifteen days from such date (the **"NOTICE OF POSSESSION"**) offer in writing the possession of the Apartment, to The Allottee in terms of this Agreement by sending the notice of such offer by speed post/e-mail calling upon The Allottee to take possession of the Apartment within a maximum of forty five days from the date of receipt of the said Notice of Possession by The Allottee. (the **"POSSESSION DATE"**) Provided that the conveyance deed of the Apartment in favour of The Allottee shall be executed and registered by the Promoters (subject, however, to The Allottee making all payments as mentioned in the **FIFTH SCHEDULE** hereto and taking possession of the Apartment in terms of the Notice of Possession and making payment of the stamp duty, registration charges and legal charges & expenses to the Promoter as per requisition of the Co-Owner/Developer) within three months from the date of issue of occupancy certificate (or such other certificate by whatever name called issued by the competent authority) as provided by the relevant laws in West Bengal. The Promoters agrees and

undertakes to indemnify The Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on the part of the Promoters. The Allottee, after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/association of Allottee, as the case may be after the issuance of the completion certificate for the Said Project/Complex. The Promoters shall hand over a copy of the occupancy certificate (or such other certificate by whatever name called issued by the competent authority) of the Said Apartment, as the case may be, to The Allottee at the time of conveyance of the Apartment in favour of The Allottee.

- 7.3 **Failure of The Allottee to take Possession of Apartment** - Upon receiving the Notice of Possession from the Promoter, as per para 7.2, The Allottee shall take possession of the Apartment from the Promoters within the Possession Date by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoters shall give possession of the Apartment to The Allottee. In case The Allottee fails to take possession within the time provided in para 7.2 and/or even after the expiry of the Possession Date, such Allottee shall continue to be liable to pay maintenance charges as specified in para 7.2.
- 7.4 **Possession by The Allottee**- After obtaining the occupancy certificate or such other certificate by whatever name called issued by the competent authority, and handing over physical possession of the Apartment to The Allottee, it shall be the responsibility of the Promoters to hand over the necessary documents and plans, including Common Areas, to the association of Allottee or the competent authority, as the case may be, as per the local laws i.e, the West Bengal Apartment Ownership Act, 1972, as amended up to date which provides for submission of the property comprised within the Project within three years from the date of completion certificate issued by the competent authority and to have the association of Allottee formed in the manner provided in the said Act, :
- 7.5 **Cancellation by Allottee**-
The Allottee shall have the right to cancel/withdraw his/ her/ its

allotment in the Project as provided in the Act.

Provided that, where The Allottee proposes to cancel/withdraw from the Project/Complex without any fault of the Promoters, the Promoters herein shall be entitled to forfeit the Application Amount (being 10% of the Total Unit Price inclusive of applicable Taxes) paid for the allotment, along with the interest liabilities, and together with deduction of such other tax/levy as may be applicable at the time of such withdrawal by The Allottee. The balance amount of money paid by The Allottee shall be returned by the Co-Owner/Developer to The Allottee within 60 (Sixty) days of such cancellation. Such refund shall be made without any interest or compensation and all charges and expenses that may be incurred by the Co-Owner/Developer in making such refund shall be borne by The Allottee.

Upon withdrawal or cancellation of allotment by The Allottee under this Agreement, the Promoters shall have the right to re-allot the Apartment to any third party thereafter and the prior allotment in favour of The Allottee will stand cancelled. All rights of The Allottee under any allotment letter issued or this Agreement shall also stand terminated.

7.6 **Compensation** –

The Promoter shall compensate The Allottee in case of any loss caused to him due to defective title of the Said Land, on which the Project/Complex is being developed or has been developed, 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.

Except for occurrence of a Force Majeure event, if the Promoters fail to complete or is unable to give possession of the Apartment (i) in accordance with the terms of this Agreement, duly completed by the date specified in para 7.1; or (ii) due to discontinuance of his business as a Co-

Owner/Developer on account of suspension or revocation of the registration under the Act or for any other reason, the Co-Owner/Developer shall be liable, on demand to The Allottee, in case The Allottee wishes to withdraw from the Project/Complex, without prejudice to any other remedy available, to return the total amount received by him in respect of the Apartment, along with interest at the rate of State Bank of India Prime Lending Rate plus 2% (two percent) per annum, as prescribed in the Rules within 45 (forty-five) days of it becoming due.

Provided That where The Allottee does not intend to withdraw from the Project/Complex, the Co-Owner/Developer shall pay The Allottee interest at the rate of State Bank of India Prime Lending Rate plus 2% (two percent) per annum, as prescribed in the Rules for every month of delay, till the handing over of the possession of the Apartment, which shall be paid by the Co-Owner/Developer to The Allottee within 45 (forty-five) days of it becoming due.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER :

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

- (i) The Promoter has absolute, clear and marketable title with respect to the said Land; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project; [in case there are any encumbrances on the land 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/Plot]

- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and (Apartment/Plot) are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, said Land, Building and [Apartment/Plot] and common areas;
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing. Whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- (vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the said Land including the Project and the said [Apartment/Plot] which will, in any manner, affect the rights of Allottee under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said [Apartment/Plot] to the Allottee in the manner 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/Plot] to the Allottee and the common areas to the association of allottees or the competent authority, as the case may be;
- (x) The Schedule Property is not the subject matter of any HUF and that no part thereof is owned by any minor and/or no minor has any right, title and claim over the Schedule Property;
- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rate, charges and taxes and other monies, levies, impositions, premiums, damage and or penalties and outgoings, whatsoever, payable with respect to the said project to the competent authorities till the completion certificate has been issued and possession of apartment, plot or building, as the case may be, along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the allottee and the association of

allottees or the competent authorities, as the case may be;

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

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

9.1. Subject to the Force Majeure clause, the Promoter shall be considered under a condition of Default, in the following events;

- (i) Promoter fails to provide ready to move in possession of the [Apartment/Plot] to the Allottee within the time period specified in para 7.1 or fails to complete the project within the stipulated time disclosed at the time of registration of the project with the Authority. For the purpose of this para ready to move in possession shall mean that the apartment shall be in a habitable condition which 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 developer on account of suspension or revocation of his registration under the provisions of the Act or the regulations made thereunder.

9.2. In case of Default by Promoters under the condition listed above, Allottee is entitled to the following;

- (i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments the Promoters shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment with interest; or
- (ii) The Allottee shall have the option of terminating the Agreement in which

case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the 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 promoter, interest at the rate prescribed in the rules, for every month of delay till the handing over of the possession of the [Apartment/Plot], which shall be paid by the promoter to the allottee with forty-five days of it becoming due.

9.3. The Allottee shall be considered under a condition of default, on the occurrence of the following events;

(i) In case the Allottee fails to make payments for consecutive demands made By the promoters 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 promoter on the unpaid amount at the prescribed in the rules;

(ii) In case of Default by Allottee under the condition listed above continues for a period beyond consecutive months after notice from the promoter in this regard, the promoter may cancel the allotment of the [Apartment/Plot] in favor of the allottee and refund the money paid to him by the allottee by deducting the hooking 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 APARTMENT:

The Promoters, on receipt of Total Price of the Apartment as per Para 1.2 above and as mentioned in the **PART - II** of the **FIFTH SCHEDULE** below from The Allottee by the Co-Owner/Developer, shall execute a conveyance deed and convey the title of the Apartment together with right to use proportionate indivisible share in the Common Areas (within three months from the date of Completion Certificate or such other certificate by whatever name called issued by the competent authority but within a maximum period of 3 months from the Date of Completion Certificate) to The Allottee. In case, however, The Allottee fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, The Allottee authorizes the Promoters to withhold registration of the conveyance deed in favour of The Allottee till payment of stamp duty and registration charges to the Co-Owner/Developer is made by The Allottee.

11. MAINTENANCE OF THE APARTMENT/ PROJECT:

The Co-Owner/Developer shall be responsible to provide and maintain essential services in the Complex till the taking over of the maintenance of the Complex by the association of Allottee upon the issuance of the completion certificate or such other certificate by whatever name called issued by the competent authority of the Complex.

The cost of such maintenance start from the date of received OC/CC of the building or The Allottee taking over physical possession, (as mentioned in 7.1 above) whichever is earlier, is payable by The Allottee for the Apartment proportionately as per the rates to be calculated on per square feet basis (of the salable area of the Apartment) and/or in the manner as provided in this agreement and/or as may be so decided by the Co-Owner/Developer and/or the association of Allottee.

11.1 COVENANTS & RIGHTS OF The Allottee

- 11.1.1 that the Common Charges and Expenses shall be proportionately divided amongst the Co-Buyers and/or Co-Occupiers of the Complex, in such manner as may be decided by the Co-Owner/Developer or the Association, as the case be, from time to time in this regard;
- 11.1.2 that the right of The Allottee to use the Common Areas shall always be subject to the timely payment of maintenance charges and other charges, including but not limited to the Common Charges and Expenses as determined and thereafter billed by the Co-Owner/Developer or the Association, as the case maybe, and performance by The Allottee of all his/her/its obligations in respect of the terms and conditions specified by the Co-Owner/Developer or the Association, as the case maybe, from time to time;
- 11.1.3 that The Allottee shall bear and pay all the municipal taxes, rates, levies, surcharge, deposits including security deposits, assessments, together with interest thereon and all other outgoings (hereinafter referred to as "**OUTGOINGS**") related to the Apartment on and from the Possession Date. However, so long as the Apartment is not separately assessed for municipal taxes, rates, levies surcharges and other outgoings, The Allottee shall be liable to and will pay his/her/its proportionate Outgoings attributable to the Apartment and/or Co-Owner/Developer and/or the Association, as the case may be. Further, on and from the Possession Date, The Allottee shall be liable to pay proportionately all Outgoings for the Common Areas on the basis of bills to be raised by the Co-Owner/Developer or the Association, as the case may be, such bills being conclusive proof of the liability of The Allottee in respect thereof;
- 11.1.4 that The Allottee shall be liable and responsible at its own cost and expenses to apply for and obtain the mutation of the Apartment in the records of the concerned authorities within a period of three (3) months and shall keep the

Owner and the Co-Owner/Developer indemnified against any loss, claims and/or demand that may be incurred by or may arise against the Owner and/or the Promoter due to non-fulfilment and/or non-observance of this obligation by The Allottee;

11.1.5 that The Allottee agrees that the Co-Owner/Developer and/or the Association, shall have the right of unrestricted access to all Common Areas, garages/parking spaces and other areas of the Complex, for providing necessary maintenance services and/or carrying out electrical, plumbing and other works either over-ground or under-ground, as may be required for the Complex, and The Allottee agrees to permit the Co-Owner/Developer and/or the Association to enter into the Apartment or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

11.1.6 that The Allottee hereby accepts not to alter, modify or in any manner change (1) the elevation and exterior colour scheme of the Apartment and the Building; (2) design and/or the colour scheme of the windows, grills and the main door of the Apartment; and/or (3) the common lobby; and The Allottee shall not block the common lobby by installing/fixing shoe racks and/or install/fix tiles in the balcony; also The Allottee shall not change or caused to be changed the location designated for the outdoor units of AC other than specified locations.

11.1.7 That The Allottee hereby accepts not to alter, modify or in any manner change the structure or any civil construction in the Apartment and the Building. The

Allottees shall not install any dish-antenna on the balcony and/or windows of the Building and/or on any external part of the Building and/or the roof thereof;

11.1.8 that The Allottee hereby also accepts not to sub-divide the Apartment and the Common Areas, under any circumstances.

11.2 **FORMATION OF ASSOCIATION**

11.2.1 The Co-Owner/Developer shall, in accordance with Applicable Laws, call upon the respective apartment owners to form an association ("**ASSOCIATION**"), and it shall be incumbent upon The Allottee to join the Association as a member and for this purpose also from time to time sign and execute the application for registration and/or membership and the other papers and documents necessary for the same. The Allottee shall pay the necessary subscription and/or membership amounts, together with the proportionate costs and expenses for (i) formation of the Association, and (ii) transfer of the Common Areas to the Association, including but not limited to stamp duty and registration costs, if any. The Allottee hereby authorizes the Co-Owner/Developer to take all necessary steps in this connection on his/her/their/its behalf, and further The Allottee shall comply with and/or adhere to all the Applicable Laws and all the rules, regulations, guidelines, etc. formulated from time to time by the Association.

11.2.2. Each Apartment/unit in the Complex and/or the Project shall represent one share, irrespective of the number of persons owning such Apartment/unit. Further, in the event an Apartment/unit is owned by more than one person, then the person whose name first appears in the nomenclature of this

Agreement as The Allottee shall only be entitled to become a member of the Association. In the event that The Allottee/s is/are minor, the local guardian of such minor/s shall become a member of the Association. A tenant or licensee of The Allottee shall not be entitled to become a member of the Association.

11.2.3 Upon formation of the Association, the Co-Owner/Developer shall handover the Common Areas, together with the relevant documents and plans pertaining thereto, to the Association within such time period and in such manner as prescribed under Applicable Laws (hereinafter referred to as the "Handover Date"). Save as provided herein, on and from the Handover Date, the Association shall, inter alia, become liable and responsible for the compliance, subsistence and renewal of all licenses, insurances, annual maintenance contracts and other contracts, guarantees, warranties, obligations etc., as may from time to time have been procured/ obtained/ entered into by the Co-Owner/Developer and the Association shall take the responsibility for proper safety and maintenance of the Complex and of upkeep of all fixtures, equipment and machinery provided by the Co-Owner/Developer, and the Co-Owner/Developer shall immediately stand discharged of any liability and/or responsibility in respect thereof and The Allottee and the Association shall keep the Owners and the Promoter fully safe, harmless and indemnified in respect thereof.

11.2.4 The Allottee agrees and undertakes to deposit a non-interest bearing security deposit (as specified in the Payment Plan) with the Co-Owner/Developer, if it is taken by the developer, which deposit shall be pooled into a Sinking Fund ("**Sinking Fund**"). The Allottee further agrees and acknowledges that such Sinking Fund or 12 months maintenance deposit shall be handed over to the Association by the Co-Owner/Developer, without any interest, after adjusting/deducting therefrom all amounts then remaining due and payable by The Allottee and the several Co-Buyers of the Complex to the Co-

Owner/Developer, together with interest thereon. Such amount(s), if any, thus transferred shall be held by the Association on behalf of and on account of The Allottee and the several Co-Buyers and/or co-owners of the Project, inter alia, as a sinking fund. The Allottee undertakes to make good and pay to the Association all such amounts that may be deducted/adjusted as aforesaid by the Co-Owner/Developer as due and payable by The Allottee and/or to replenish any shortfalls caused on account of The Allottee. Further, it is hereby agreed that The Allottee shall not be held liable, in any manner whatsoever, for any shortfall in the Sinking Fund due to the above adjustments or otherwise after the handover of the Sinking Fund by the Co-Owner/Developer to the Association and The Allottee and the Association shall jointly and severally keep the Co-Owner/Developer indemnified for the same.

11.2.5 The Allottee acknowledges and agrees to allow the Co-Owner/Developer to adjust any receivables and/ or dues towards Common Charges and Expenses from the Sinking Fund, if taken by the developer, before the same is handed over to the Association. The Allottee hereby agrees and undertakes to bear all taxes that may be levied on the Co-Owner/Developer on account of making such adjustments and/or on account of the Co-Owner/Developer transferring/handing over the Sinking Fund to the Association. On any such adjustments being made from the Sinking Fund, The Allottee hereby undertakes to make good the resultant shortfall in the Sinking Fund within 30 (Thirty) days of a demand made by the Association with respect thereto.

11.2.6 The Allottee acknowledge that they shall be bound by the rules and regulations which may be framed in relation to maintenance and management of the Building and/or the Complex by the Co-Owner/Developer or the

Association, as the case may be, and in any event, by way of negative covenants, agrees not to act contrary to such rules and regulations which may be framed and/or be made applicable to all the apartment owners or occupiers of the Building and/or the Complex.

11.2.7 The Allottee expressly agree and acknowledge that it is obligatory on the part of The Allottee to regularly and punctually make payment of the proportionate share of the Common Charges and Expenses and further acknowledges that non-payment of the same is likely to affect the maintenance and rendition of the common services, thus affecting the right of the Co-Buyers and/or Co-Occupiers in the Complex.

12. DEFECT LIABILITY:

It is agreed that in case any structural defector any other defect in workmanship, quality or provision of services or any other obligations of the Co-Owner/Developer as per the agreement for sale relating to such development is brought to the notice of the Co-Owner/Developer within a period of 5 (five)years by The Allottee from the date of handing over possession, it shall be the duty of the Co-Owner/Developer to rectify such defects without further charge, within 60 (sixty) days, and in the event of Co-Owner/Developer's failure to rectify such defects within such time, The Allottee shall be entitled to receive appropriate compensation in the manner as provided under the Act.

13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

The Co-Owner/Developer/maintenance agency/Association ofAllottee shall have

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

14. USAGE :

The Allottee 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 use by the association of allottees formed by the Allottee for rendering maintenance services.

15. COMPLIANCE WITH RESPECT TO THE APARTMENT

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

15.2 The Allottee further undertakes, assures and guarantees that The Allottee would not put any sign-board / name-plate, neon light, publicity material or advertisement material etc. on the face / facade of the Building or anywhere on the exterior of the Complex, buildings therein or Common Areas. The Allottee shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further, The Allottee shall not store any hazardous or combustible goods in the 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 Apartment.

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

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

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

17. ADDITIONAL CONSTRUCTION:

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

18. PROMOTERS SHALL NOT MORTGAGE OR CREATE CHARGE:

After the Promoters executes this Agreement the Promoters shall not any further mortgage or create any further charge on the Apartment and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of The Allottee who havetaken or agreed to take such Apartment.

19. APARTMENT OWNERSHIP ACT

The Promoters have assured The Allottee that the Project in its entirety is in accordance with the provisions of The West Bengal Apartment Ownership Act, 1972 as amended up to date and/or other applicable local laws in the state of West Bengal and the Promotershaveduly complied with and/or will comply with all such laws/regulations as applicable.

20. BINDING EFFECT:

Forwarding of this Agreement to The Allottee by the Promoters does not create a binding obligation on the part of the Promoters 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 of the same by The Allottee and secondly, appears for registration of the same before the concerned Sub-Registrar as and when intimated by the Promoters. If The Allottee fails to execute and deliver to the Promoters this Agreement within 30 (thirty) days from the date of its receipt by The Allottee and/or appear before the concerned Register for its registration as and when intimated by the Promoters, then the Promoters 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, the application of The Allottee shall be treated as cancelled and all sums deposited by The Allottee in connection therewith excluding the application amount (being 10% of the Total Unit Price inclusive of applicable taxes) shall be returned to The Allottee 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 Apartment/Complex/Project, as the case may be.

22. RIGHT TO AMEND:

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

23. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE / SUBSEQUENT ALLOTTEE:

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

24. WAIVER NO LIMITATION TO ENFORCEMENT:

24.1 The Co-Owner/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 as mentioned in the **FIFTH SCHEDULE** hereto 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 Co-Owner/Developer in the case of one Allottee shall not be construed to be a precedent and /or binding on the Co-Owner/Developer to exercise such discretion in the case of other Allottee.

24.2 Failure on the part of the Parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right there after to enforce hand 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 there under or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made thereunder or the applicable law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

26. METHOD OF CALCULATION OF PROPORTION SHARE WHEREVER REFERED TO IN THE AGREEMENT:

Where in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be the proportion which the carpet are to the [Apartment/Plot] bears to the total carpet

area of all the [Apartment/Plot] 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. 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 there under including other applicable laws of India for the time being in force.

29. NOMINATION BYALLOTTEE WITH CONSENT:

The Allottee admits and accepts that after the sale agreement and before the execution and registration of conveyance deed of the said Apartment, The Allotteewill be entitled to nominate, assign and/or transfer The Allottee' right, title, interest and obligations under this Agreement subject to the covenant by the nominee that the nominee will strictly adhere to the terms of this Agreement and subject also to the following conditions:

(a) ALLOTTEE to Make Due Payments:

The Allottee shall make payment of all dues, including any interest for delay, to the Promoters in terms of this Agreement, up to the time of nomination.

(b) Prior Written Permission and Tripartite Agreement:

In respect of any nomination, The Allottee shall obtain prior permission of the Co-Owner/Developer and The Allottee and the nominee shall be bound to enter into a tripartite agreement with the Co-Owner/Developer and The Allottee.

(c) **Nomination Fees:**

The Allottee shall pay a sum Of Rs.25000/- (Rupees Twenty-five Thousand only) plus applicable taxes, as and by way of nomination fees to the Co-Owner/Developer.

SCHEDULE-A ABOVE REFERRED TO
(SAID LAND)

ALL THAT piece and parcel of land measuring more or less 17.10 decimal more or less equivalent to 10(ten) Cottahs 5(five) Chittacks 23.76 (twenty three point seven six) Sq.ft. more or less lying and situate at Mouza- Reckjoani, J.L No. 13, R.S/L.R Dag No. 1095 & 1096, R.S No. 198, L.R Khatian No. 8121, 8122, 8123, 5292 & 5489, P.S- Rajarhat, under Bishnupur 1No Gram Panchayat, District 24 parganas (North). Which butted and bounded

BUTTED AND BOUNDED

On the North	Panchayat Road
On the South	Land of Sisir Mondal & Rina Das 7 Subir Nath Chakraborty
On the East	Land of R.S/L.R Dag No. 1090.
On the West	Land of R.S Dag No. 1095 & 1096 (Part).

ALL that Total Carpet area..... Square feet andsqft. balcony more or less Being Block No..... Flat No. on the on,,,,,,,,,,,,, floor with parking..... of the building which was lying and situated at Mouza- Reckjoani, J.L No. 13, R.S/L.R Dag No. 1095 & 1096, R.S No. 198, L.R Khatian No. 8121, 8122, 8123, 5292 & 5489, P.S- Rajarhat, under Bishnupur 1No Gram Panchayat, District 24 parganas (North).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 Land together with common rights in the common areas and facilities of the said building/building complex/said Land.

SCHEDULE-B ABOVE REFERRED TO

(SAID FLOOR PLAN)

SCHEDULE-C ABOVE REFERRED TO**(PAYMENT PLAN)****PAYMENT SCHEDULE OF BHAGAT SAPPHIRE****(Payment schedule cum pricing structure)**

Instalment No.	Payment Stage.	Percentage.
1	On Booking	Rs 25,000/-
2	On Sale Agreement (Within 15 days mandatory from Booking Date)	20 % - Rs. 25,000/- application + GST
3	On Completion of Foundation.	10 % + GST
4	On Completion of Ground floor	10 % + GST
5	On Completion of 1st Floor.	10 % + GST
6	On Completion of 2nd Floor.	10 % + GST
7	On Completion of 3rd Floor.	10 % + GST
8	On Completion of 4th floor.	10 % + GST
9	On Completion of Brickwork of said unit.	10 % + GST
10	On Completion of flooring of said unit.	5 % + GST
11	On Possession	5 % + 100 % of legal fees + Extra Charges + GST
Extras & Deposits :		
1) Electricity Charges:Rs.40/-per sq.ft of Super Built up Area.		
2) Generator: Rs.40/-per sq.ft for Stand by Power Supply for Desal Generator.		
3)Maintenance Deposit: Rs.10/-per sq.ft of Super Built up Area.		
4)Amenities Charges: Rs.20/-per sq.ft of Super Built up Area.		
6) Legal Charges : 1%Legal Fees.		
Other terms and conditions :		
a) WBSEB meter : On actuals.		

b) Registration / Stamp Duty / Taxes : As applicable.

c) Service Tax (GST) : As applicable & compulsory.
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SCHEDULE-D ABOVE REFERRED TO

Specification

ALL THAT the common areas, facilities, amenities and/or the portions of the Project/Complex, earmarked/meant by the Promoters for beneficial, common use and enjoyment of The Allottee/otherAllotteeof the Project/Complex and which are not earmarked/reserved for any specific person(s) or specific purpose(s) by the Promoters.

(Common / Service Areas)

1. Stair case on all the floors.
2. stair case landing on the floors.
3. common passage and lobbies on the ground floor excepting car parking space.
4. water pump, water tanks, septic tank, water pipes and other plumbing installation.
5. drainage and sewerages.
6. electrical wiring meters and fittings (excluding those as re -installed for any particular flat).
7. roof at the top of the building.
8. pump space, electrical meter space.
9. boundary walls and main gates.
10. such other common parts areas equipments, installation, fix-tures, fittings and spaces in or around the said building as are necessary for passages and also car parking spaces.

(Specification of the Building):

**PILE FOUNDATION-
RCC with bricks wall.**

WALL-

Internal: Plaster of Paris finish.

External: Finishing with Weather coat paint

FLOORING-

Entire flat with Vitrified tiles.

Toilets & Kitchen with Anti skid tiles.

WINDOWS-

Aluminum sliding windows with glass panes
along with straight grill.

DOOR-

Main door flush with teak wood finish.

Other doors flush with enamel paints.

KITCHEN-

Cooking platform of Granite.

Stainless Steel Sink.

Glazed tiles up to 3 ft. above the cooking platform.

TOILETS-

Concealed pipeline with hot and cold water lines
with Geyser point at one toilets.

Glazed tiles up to door height.

CP bath fittings of Jaguar/Parryware/Marc or equivalent.

Sanitary fittings of Parryware/Hindware/Cera or equivalent.

WATER SUPPLY-

Deep tube well water supply.

Overhead Tank for sufficient storage and supply.

ROOF-

Common roof with special treatment.

ELECTRICAL-

Concealed ISI Copper wiring with Modular switches.

Adequate light and power points.

TV / Telephone points.
AC point.

ELEVATOR-

Modern semi automatic lift of reputed brand.

POWER BACK-UP- Generator power back-up.

SCHEDULE-E ABOVE REFERRED TO
(Apartment Amanities And Facilities)

1. lift and lift room
2. intercom facility
3. 24 Hours security.
4. surveillance facility with CCTV
5. children's play area.
6. Generator Backup

IN WITNESS WHEREOF the parties hereto have put their respective hands and seals
this indenture here at Kolkata on the day, month and the year first above written

witnessess

Signed And Delivered by the Within Named
Allottee: (including joint buyers)

1. Signature _____
2. Name _____
3. Address _____

1. Signature _____
2. Name _____
3. Address _____

SIGNED AND DELIVERED BY THE WITHIN NAMED :

Promoter :

1. Signature _____
2. Name _____
3. Address _____

MEMO OF CONSIDERATION/EARNEST MONEY

RECEIVED a sum of **Rs.....(Twenty.....)** only from purchasers as advance/earnest money out of full consideration amount with one covered parking and flat value **Rs...../-(Rupees**) only as per memo.

MEMO

<u>Cheque/NEFT/RTGS No.</u>	<u>Dated</u>	<u>Drawn On</u>	<u>Amount (in Rs.)</u>

Note: This Agreement is valid subject to realization of cheque.

SIGNED SEALED AND DELIVERED

By the above named Parties at

Kolkata in the presence of:

SIGNATURE and STAMP OF THE DEVELOPER

